IN THE SUPERIOR COURT OF PENNSYLVANIA
WESTERN DISTRICT

No. 1967 WDA 2010

ALDERWOODS (PENNSYLVANIA), INC., a wholly owned subsidiary of SERVICE CORPORATION INTERNATIONAL, t/a BURTON L. HIRSCH FUNERAL HOME

v.

DUQUESNE LIGHT COMPANY

REPRODUCED RECORD OF APPELLANTS, ALDERWOODS (PENNSYLVANIA), INC., a wholly owned subsidiary of SERVICE CORPORATION INTERNATIONAL, t/a BURTON L. HIRSCH FUNERAL HOME

APPEAL FROM THE ORDER OF THE TRIAL COURT, THE HONORABLE PAUL F. LUTTY, JR., J., OF THE ALLEGHENY COUNTY COURT OF COMMON PLEAS, DATED DECEMBER 13, 2010, GRANTING SUMMARY JUDGMENT TO APPELLEE, DUQUESNE LIGHT COMPANY

Peter T. Parashes, Esquire
Attorney Identification No. 22436
Alan J. Charkey, Esquire
Attorney Identification No. 77556
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One Liberty Place, Suite 1800
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Attorneys for Appellant,
Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home

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Allegheny County - Department of Court Records

Civil/Family Division Docket Report

GD-09-014720 Burton L. Hirsch Funeral Home vs Duquesne Light

Run Date: 04/13/2011
Run Time: 02:26:13 PM

Court Type:	**General Docket**		
Case Type:	**Other Tort**	*Related Cases:*	
Judge:	**Lutty Jr. Paul F.**	*Jury Requested:*	**Yes**
Current Status:	**Letter**	*Amount In Dispute:*	**$ .00**

Parties

-- Litigants --

ID	LName	FName	MI	Type	Address	Phone	Attorney
@1789532	Alderwoods PA Inc.	---	---	Plaintiff	No Default Address Available	--	--
@1680524	Burton L. Hirsch Funeral Home Inc.	---	---	Plaintiff	2704 Murray Avenue Pittsburgh PA 15217	--	Charkey Alan J.,
ALLPLTF	Plaintiffs	All	---	Plaintiff	No Default Address Available	--	--
@1742919	Services Corporation International	---	---	Plaintiff	No Default Address Available	--	--
@1343291	Duquesne Light Company	---	---	Defendant	411 Seventh Avenue Pittsburgh PA 15219	--	Tupi Bradley S,

-- Attorney --

ID	LName	FName	MI	Type	Address	Phone
77556	Charkey	Alan	J.	Plaintiff's Attorney	1800 One Liberty Place Philadelphia PA 19103-7395	--
28682	Tupi	Bradley	S	Defendant's Attorney	1470 Redfern Dr. Pittsburgh PA 15241	--

-- Non Litigants --

ID	LName	FName	MI	Type	Address	Phone
CALENDAR	Calendar Control	---	---	Calendar Control	414 Grant Street Room 734 Pittsburgh PA 15219	--
SUPERIOR	Superior Court of Pennsylvania	---	---	Court	No Default Address Available	--
@979303	Betzler	Deborah	Ann	Court Reporter	Court Reporter Pittsburgh PA 15219	--
ACDCR	Allegheny County Department of Court	---	---	Department of	No Default Address	--

	Records			Court Records	Available	
JLUTTY	Lutty Jr.	Paul	F.	Judge	No Default Address Available	(412) 3505468

Alternative Names

ID	Name	Alternative Name
@1680524	Burton L. Hirsch Funeral Home Inc.	Service Corporation International subsidiary of
@1789532	Alderwoods PA Inc.	Service Corporation International subsidiary of
@1789532	Alderwoods PA Inc.	Burton L. Hirsch Funeral Home ta

Docket Entries

Filing Date	Docket Type	Docket Text	Filing Party
08/25/2009	Praecipe for Writ of Summons	Returnable 09/26/09	Burton L. Hirsch Funeral Home Inc.
08/31/2009	Sheriff Return	Duquesne Light Company was served by Served - Adult Agent or person in charge of Defendant(s) office or usual place of business Service Upon MARY JANE with Writ of Summons on 8/31/2009.	Burton L. Hirsch Funeral Home Inc.
09/02/2009	Praecipe for Rule to File Complaint		Duquesne Light Company
09/22/2009	Complaint	With notice to defend and jury demand	Burton L. Hirsch Funeral Home Inc.
10/14/2009	Certificate	prerequisite to service of a subpoena pursuant to rule 4009.22.	Burton L. Hirsch Funeral Home Inc.
11/02/2009	Answer and New Matter		Duquesne Light Company
11/23/2009	Motion & Order	Dated 11/20/09 Order request to amswer request for admissions are stayed. Wettick, J. eodie copies mailed 11/23/09	Burton L. Hirsch Funeral Home Inc.
11/24/2009	Answer to New Matter		Burton L. Hirsch Funeral Home Inc.
05/24/2010	Motion & Order	Dated 05/21/10. Ordered that the motion is granted. Pltf. is directed to file the propsoed ammended complaint attacheed to the Motion as Exhibit B wihtin 10 days of the date of this order. Wettick J.	Plaintiffs All
05/28/2010	Amended Complaint	With notice to defend and jury demand	Burton L. Hirsch Funeral Home Inc.

05/28/2010	Certificate of Service	Of the plaintiff's amended complaint with notice to defend and jury demand upon counsel of record for the defendant Duquesne Light Company on May 27,2010	Plaintiffs All
05/28/2010	Jury Trial Demanded		Plaintiffs All
07/19/2010	Answer and New Matter	To plaintiff's amended complaint	Duquesne Light Company
07/21/2010	Answer to New Matter	of amended complaint	Plaintiffs All
11/01/2010	Appendix	to defendant Duquesne Light Company's motion for summary judgment and brief in support of motion for summary judgment	Duquesne Light Company
11/01/2010	Motion for Summary Judgment	and brief in support	Duquesne Light Company
11/17/2010	Argument Scheduled	for Motion for Summary Judgment Hearing. Date of hearing on December 13, 2010 at 9:30 am in front of Judge Lutty in Room 814 of the City-County Building.	Calendar Control
11/29/2010	Appendix	in support of pltf's response in opposition to Motion for Summary Judgment by deft Duquesne Light Co.	Plaintiffs All
11/29/2010	Appendix	in support of ptlf's response in opposition to Motion for Summary Judgment by deft Dyuquesne Light Co.	Plaintiffs All
11/29/2010	Memorandum of Law	in support of pltf's response in oppositon to MOtion for Summary Jdugment by deft Duquesne Light Co.	Plaintiffs All
11/29/2010	Response	to Motion for Summary Judgment of Duquesne Light Co.	Plaintiffs All
12/08/2010	Reply Brief	To plaintiff's response to motion for summary judgment	Duquesne Light Company
12/14/2010	Judgment by Court Order	Dated 12/13/10. Ordered motion is granted. Judgment is entered in favor of deft Duquesne Light Co. and against Pltf. Alderwoods a wholly-owner subsidiary of Service Corp. International tz Burton L. Hirsch Funeral Home with prejudice. Lutty J. eodie copies mailed 12/14/10	Lutty Jr. Paul F.
12/23/2010	Notice of Appeal to Higher Court	To Superior Court from the order entered on 12/13/10. Proof of service filed. Request for transcript filed.	Alderwoods PA Inc.
12/23/2010	Request for Transcript	Argument-motion for summary judgment on 12/13/10 before Judge Lutty.	Charkey Alan J.
01/05/2011	Appeal Number	from Superior Court. #1967 WDA 2010.	Superior Court of Pennsylvania
01/31/2011	Transcript of Proceedings	Dated 12/13/10 - Motion for Summary Judgment.	Betzler Deborah Ann
03/08/2011	Opinion	Dated 03/08/11. Opinion Lutty J. eodie copies mailed 3/8/11	Lutty Jr. Paul F.
03/09/2011	Letter	Sent to all parties regarding all docket entries sent to Superior Court.	Allegheny County Department of Court Records

Judgment Against

ID	Type	Name	Amount	Satisfied	Docket	Filing Date

@1789532	Plaintiff	Alderwoods PA Inc.	--	N	Judgment by Court Order	12/14/2010

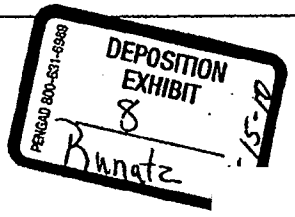
Judgment For					
ID	**Type**	**Name**	**Amount**	**Docket**	**Filing Date**
@1343291	Defendant	Duquesne Light Company	--	Judgment by Court Order	12/14/2010

Event Schedule	
Event Scheduled	**Event Date**
Summary Judgment Argument	12/13/2010

HIRSCH (SERVICE CORP)

CALL TO FUNERAL HOME'S ANSWERING SERVICE BY
JIM RUNATZ OF DUQUESNE LIGHT

OPERATOR	First Ring Answer
DUQUESNE	Hi, where are you located at?
OPERATOR	A funeral home sir, 1032 Perry Highway, just on the corner of Perry Highway which is Route 19 and Jackson Street.
DUQUESNE	Oh okay, do you have a funeral home in Squirrel Hill also?
OPERATOR	Squirrel Hill?
DUQUESNE	Yes.
OPERATOR	I'm not sure. We do have some associated accounts. Did someone pass away?
DUQUESNE	No. This is Jim Runatz at Duquesne Light and there is a fire at the other funeral home in Squirrel Hill. All I know is that when we were starting transformer a fire started and I just wanted to notify somebody within the company about that facility. I guess the fire company was on its way and that there didn't seem to be anybody, you know, nobody injured, nobody around that we knew of.
OPERATOR	Do you know what the street of the other location you are referring to?
DUQUESNE	Its 2704 Murray Avenue.
OPERATOR	2704 Murray?
DUQUESNE	Yes
OPERATOR	There is a fire at that location and you don't know if anyone has been notified yet?
DUQUESNE	Yeah, I don't know if anybody at the funeral home has been notified.
OPERATOR	2704 Murray in Pittsburgh, Yes that's an associated account of ours.
DUQUESNE	Okay
OPERATOR	I'm sorry what is your name?
DUQUESNE	My name is Jim Runatz.
OPERATOR	What company are your affiliated with?



DUQUESNE	I'm with Duquesne Light Company.
OPERATOR	Duquesne Light?
DUQUESNE	Yes.
OPERATOR	What is your telephone number sir in case we needed to speak with you?
DUQUESNE	My title is Major Account Manager.
OPERATOR	No your telephone number, I'm sorry.
DUQUESNE	Oh, I'm sorry its 412-779-1800
OPERATOR	Okay this is the location at 2704 Murray Road/Street/Avenue, I'm not sure what it is, okay.
DUQUESNE	Who am I speaking with?
OPERATOR	My name is Trinia, I'm answering calls for them at the moment
DUQUESNE	Okay Trinia
OPERATOR	I'll see if I can reach someone and see if they have been notified yet.
DUQUESNE	Okay, thank you very much
OPERATOR	Your welcome, thank you.
DUQUESNE	Bye.

FIU-1-A

CITY OF PITTSBURGH
FIRE INVESTIGATION UNIT
PRELIMINARY FIRE INVESTIGATION REPORT

CASE FILE #: U-09-10	
POLICE CCR #: 09-7132	
FIRE CCR #: 692	

FIRE DATE: 1/10/09	TIME OF ALARM: **0713 HOURS**	**NEIGHBORHOOD: Squirell Hill**	**CENSUS #: 1409.0**
REQUEST FOR INVESTIGATION BY: Lenz		TITLE: BATALLION CHIEF	
INVESTIGATION DATE: 1/10/09	TIME NOTIFIED: 0718 HOURS		TIME ON SCENE: 0745 HOURS
DATE/TIME SCENE COMPLETED: 1/10/09 1800		SCENE RELEASED TO: Peter Johnson	
TYPE OF STRUCTURE: COMMERCIAL STOREFRONT (E)		WEATHER: SNOW / COLD / 25-30 °F	
DESCRIPTION/CONSTRUCTION OF STRUCTURE: Funeral Home Type III construction oridinary			

OCCUPANT: Peter Johnson	PHONE: 724-323- 2268
ADDRESS: 105 Carlye Dr Cranberry Twp 16066	
OWNER: Burton Hirsch	PHONE: 412-521-2600
ADDRESS: 2704 Murray Ave Pittsburgh Pa 15217	
DEATH: ☐ YES ☒ NO **INJURIES:** ☐ YES ☒ NO SMOKE DETECTORS: ☒ YES ☐ NO ☐ UNKNOWN	
FIRE CAUSE: ☐ ACCIDENTAL ☐ INCENDIARY ☐ NATURAL ☒ UNDETERMINED	
PHOTOGRAPHS TAKEN: ☐ 35MM ☒ DIGITAL ☐ VIDEO	SKETCH MADE: ☐ YES ☒ NO
CANINE TEAM USED: ☐ YES ☒ NO	EVIDENCE REMOVED FROM SCENE: ☐ YES ☒ NO
DAMAGE ESTIMATE:	INSURANCE: ☒ YES ☐ NO ☐ UNKNOWN
LEVEL OF ORIGIN: roof	ROOM OF ORIGIN: Office area / AREA OF ORIGIN: Side D
HEAT OF IGNITION: Undermined	FIRST MATERIAL IGNITED: Ordinary combustibles
MAIN AVENUES OF FIRE SPREAD: Vertically and Horzintally	
STATUS OF INVESTIGATION: ☐ UNFOUNDED ☐ CLEARED BY ARREST ☒ UNDER INVESTIGATION	

FIRE ZONE: 2-17	FIRST ARRIVING / RESPONDING UNIT: 12 Engine 3 Alarm	
FIRE OFFICIAL IN CHARGE: Lenz	TITLE: BATALLION CHIEF	UNIT #: 4022
POLICE ZONE: 4	PHONE: 412-422-6520	
POLICE OFFICIAL IN CHARGE: Gilkey	TITLE: DETECTIVE	UNIT #: 38415
FIRE INVESTIGATION TEAM: Gilkey (38415) Bayster (4112)	**TITLE: Arson Squad**	

SUPPORT PERSONNEL: _____ _____

_____ _____

_____ _____

REVIEWED BY: Jeff Mon **APPROVED BY:** Jeff Mon 4110

HIR 000003

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY

BURTON L. HIRSCH FUNERAL HOME, INC.

and

SERVICE CORPORATION INTERNATIONAL, as managing company for Burton L. Hirsch Funeral Home, Inc.,

Plaintiffs

v.

DUQUESNE LIGHT COMPANY,

Defendant.

CIVIL DIVISION

Docket No. GD-09-14720

COMPLAINT WITH NOTICE TO DEFEND AND JURY DEMAND

Code No. 009 – Trespass-Other

Filed on behalf of Plaintiffs, Burton L. Hirsch Funeral Home, Inc. and Service Corporation International

Counsel of record for Plaintiffs:

Peter T. Parashes, Esquire
Pennsylvania Identification No. 22436
Alan J. Charkey, Esquire
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Party Represented by Out-of-County Counsel Only

JURY TRIAL DEMANDED

FILED
09 SEP 22 AM 9:56
DEPT. OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA

WHITE AND WILLIAMS LLP
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Attorneys for Plaintiffs,
Burton L. Hirsch Funeral Home, Inc. and
Service Corporation International, as
managing company for Burton L. Hirsch
Funeral Home, Inc.

BURTON L. HIRSCH FUNERAL HOME, INC.
2704 Murray Avenue
Pittsburgh, PA 15217

and

SERVICE CORPORATION INTERNATIONAL,
as managing company for Burton L. Hirsch
Funeral Home, Inc.,
1929 Allen Parkway
Houston, TX 77019,

Plaintiffs,

v.

DUQUESNE LIGHT COMPANY
411 Seventh Avenue
Pittsburgh, PA 15219,

Defendant.

IN THE COURT OF COMMON
PLEAS OF ALLEGHENY COUNTY

CIVIL DIVISION

Docket No. GD-09-14720

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogada y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se difiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede dicidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta

rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
Allegheny County Bar Association
11th Floor Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
Telephone: (412) 261-5555

demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Lawyer Referral Service
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11th Floor Koppers Building
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Attorneys for Plaintiffs,
Burton L. Hirsch Funeral Home, Inc. and
Service Corporation International, as
managing company for Burton L. Hirsch
Funeral Home, Inc.

BURTON L. HIRSCH FUNERAL HOME, INC. 2704 Murray Avenue Pittsburgh, PA 15217 and SERVICE CORPORATION INTERNATIONAL, as managing company for Burton L. Hirsch Funeral Home, Inc., 1929 Allen Parkway Houston, TX 77019, *Plaintiffs,* v. DUQUESNE LIGHT COMPANY 411 Seventh Avenue Pittsburgh, PA 15219, *Defendant.*	IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY CIVIL DIVISION Docket No. GD-09-14720

COMPLAINT

Plaintiffs, Burton L. Hirsch Funeral Home, Inc. and Service Corporation International, as managing company for Burton L. Hirsch Funeral Home, Inc., by and through their attorneys White and Williams LLP, complain against Defendant, Duquesne Light Company, as follows:

1. Plaintiff, Burton L. Hirsch Funeral Home, Inc. (hereinafter, "Hirsch"), is a corporation organized under the laws of the Commonwealth of Pennsylvania which at all

relevant times had its principal place of business at 2704 Murray Avenue, Pittsburgh, Pennsylvania 15217.

2. Plaintiff, Service Corporation International (hereinafter, "SCI"), is a corporation organized under the laws of the State of Texas which at all relevant times had its principal place of business at 1929 Allen Parkway, Houston, Texas 77019.

3. Defendant, Duquesne Light Company (hereinafter, "Duquesne"), is a corporation organized under the laws of the Commonwealth of Pennsylvania, which at all relevant times had its principal place of business at 411 Seventh Avenue, Pittsburgh, Pennsylvania 151219.

4. At all relevant times, Hirsch owned the Burton L. Hirsch Funeral Home at 2704 Murray Avenue, Pittsburgh, Pennsylvania 15217 (hereinafter, the "Funeral Home").

5. At all relevant times, SCI managed the Funeral Home pursuant to an agreement with Hirsch.

6. Duquesne is engaged in the business of transmitting and distributing electric power within the city of Pittsburgh, Pennsylvania.

7. At all relevant times, Duquesne owned and/or maintained electric transmission and distribution equipment along Murray and Forward Avenues within the city of Pittsburgh, including, but not limited to, utility poles, transformers and wires.

8. At all relevant times, Duquesne owned and/or maintained single-phase and three-phase electrical components for customers situated along Murray and Forward Avenues.

9. Up to and including January 9, 2009, Duquesne provided the Funeral Home with electrical service.

10. Upon information and belief, on January 8, 2009 or January 9, 2009, a motor vehicle collided with a utility pole on Forward Avenue which was owned and/or maintained by Duquesne.

11. The collision caused the loss of electric power to customers on Forward and Murray Avenues, including, but not limited to, the Funeral Home.

12. On January 9, 2009, after the collision and the resultant loss of power, Duquesne undertook to restore electric service to its customers on Forward and Murray Avenues, including, but not limited to, the Funeral Home.

13. In the process of restoring electric service to the Funeral Home, Duquesne, acting through its employees and/or agents, incorrectly and improperly reconnected the Funeral Home to Duquesne's transmission and distribution system.

14. Duquesne's incorrect and improper reconnection of the Funeral Home caused a fire which resulted in the total loss of all real and personal property at the Funeral Home, as well as additional losses related to business interruption and extra expense.

COUNT I - NEGLIGENCE

15. Plaintiffs hereby incorporates paragraphs 1 through 14 above as if fully set forth at length herein.

16. The aforementioned fire and subsequent property damage resulted from the negligent, careless and/or reckless acts and/or omissions and/or other liability-producing conduct of Duquesne, including, but not limited, to the following:

a) failing to correctly and properly reconnect the Funeral Home's electrical system to the Duquesne's transmission and distribution system;

b) failing to adequately examine the Funeral Home's system prior to the reconnection;

c) failing to contact Hirsch and/or SCI prior to the reconnection to request access to the Funeral Home's system for an examination of said system;

d) failing to properly instruct its employees and/or agents in the proper methods of reconnecting customers' electrical systems after an interruption of service;

e) failing to adequately supervise its employees and/or agents which performed the reconnection to ensure the work was done safely and properly;

f) failing to properly, adequately and safely test and inspect the reconnection;

g) failing to exercise the high degree of care required when dealing with an inherently dangerous substance;

h) failing to adhere to generally accepted industry standards and practices during the course of the reconnection;

i) failing and omitting to do those things which were necessary to preserve Hirsch's property and render said premises safe.

17. The negligence of Duquesne was the direct and proximate cause of the fire and resulting damage to Hirsch's real and personal property, as managed by SCI, as well as the direct and proximate cause of the plaintiffs' additional losses for business interruption and extra expense.

WHEREFORE, Plaintiffs, Burton L. Hirsch Funeral Home, Inc. and Service Corporation International, demand the entry of judgment in its favor and against Duquesne in an amount in

excess of $1,000,000 (one million dollars), together with interest and such other relief as the Court deems proper.

COUNT II – BREACH OF IMPLIED WARRANTY OF HAZARD-FREE SERVICE

18. Plaintiffs hereby incorporates paragraphs 1 through 17 above as if fully set forth at length herein.

19. At all relevant times, Duquesne impliedly warranted to Hirsch, as managed by SCI, that Duquesne's electrical service would be safe, hazard-free and would not cause damage to Hirsch's property.

20. Hirsch, as managed by SCI, relied upon said warranty in the operation of the Funeral Home.

21. In incorrectly and improperly reconnecting the Funeral Home's electrical system to Duquesne's transmission and distribution system, Duquesne breached said implied warranty.

22. Duquesne's breach of said implied warranty was the direct and proximate cause of the fire and resulting damage to Hirsch's real and personal property, as managed by SCI, as well as the direct and proximate cause of the plaintiffs' additional losses for business interruption and extra expense.

WHEREFORE, Plaintiffs, Burton L. Hirsch Funeral Home, Inc. and Service Corporation International, demand the entry of judgment in its favor and against Duquesne in an amount in excess of $1,000,000 (one million dollars), together with interest and such other relief as the Court deems proper.

COUNT III – BREACH OF IMPLIED WARRANTY OF CAREFUL REPAIR

23. Hirsch hereby incorporates paragraphs 1 through 22 above as if fully set forth at length herein.

24. At all relevant times, Duquesne impliedly warranted to Hirsch, as managed by SCI, that any repairs Duquesne performed to its transmission and distribution system would be done in a careful and workmanlike manner that would not cause damage to Hirsch's property, as managed by SCI.

25. Hirsch, as managed by SCI, relied upon said warranty in the operation of the Funeral Home.

26. In incorrectly and improperly reconnecting the Funeral Home's electrical system to Duquesne's transmission and distribution system in a manner that was neither careful nor workmanlike, Duquesne breached said implied warranty.

27. Duquesne's breach of said implied warranty was the direct and proximate cause of the fire and resulting damage to Hirsch's real and personal property, as managed by SCI, as well as the direct and proximate cause of the plaintiffs' additional losses for business interruption and extra expense.

WHEREFORE, Plaintiffs, Burton L. Hirsch Funeral Home, Inc. and Service Corporation International, demand the entry of judgment in its favor and against Duquesne in an amount in excess of $1,000,000 (one million dollars), together with interest and such other relief as the Court deems proper.

Respectfully submitted,

WHITE AND WILLIAMS LLP

By: Peter T. Parashes, Esquire
Alan J. Charkey, Esquire

Attorneys for Plaintiffs,
Burton L. Hirsch Funeral Home, Inc. and
Service Corporation International, as
managing company for Burton L. Hirsch
Funeral Home, Inc.

Dated: September 21, 2009

VERIFICATION

I, Curtis Briggs, hereby state that I am the Vice President for Plaintiff, Burton L. Hirsch Funeral Home, Inc. that I have read the foregoing Complaint, and that the statements contained therein are true and correct to the best of my knowledge, information and belief.

I understand that this Verification is made pursuant to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Curtis Briggs

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BURTON L. HIRSCH FUNERAL HOME, INC. and SERVICE CORPORATION INTERNATIONAL, as managing company for Burton L. Hirsch Funeral Home, Inc., v. DUQUESNE LIGHT COMPANY	IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY CIVIL DIVISION Docket No. GD-09-14720

PLAINTIFFS' JURY DEMAND

To the Director, Department of Court Records, Civil/Family Division:

Kindly take note that Plaintiffs hereby demand trial by a jury as to all issues.

WHITE AND WILLIAMS LLP

By: Peter T. Parashes, Esquire
Alan J. Charkey, Esquire

Attorneys for Plaintiffs,
Burton L. Hirsch Funeral Home, Inc.
and Service Corporation International, as
managing company for Burton L. Hirsch
Funeral Home, Inc.

Dated: September 21, 2009

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Funeral Home, Inc.

BURTON L. HIRSCH FUNERAL HOME, INC., et al.	IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY
v.	CIVIL DIVISION
DUQUESNE LIGHT COMPANY	Docket No. GD-09-14720

CERTIFICATE OF SERVICE

I, Alan J. Charkey, Esquire, hereby certify that on the 21st day of September, 2009, I served copies of the plaintiffs' Complaint with Notice to Defend and Jury Demand upon counsel of record for the Defendant, Duquesne Light Company, Erin M. Beckner, Esquire, Tucker Arensberg, P.C., 1500 One PPG Place, Pittsburgh, PA 15222, by U.S. first class mail, postage pre-paid, and by facsimile to (412) 594-5619.

WHITE AND WILLIAMS LLP

By: Alan J. Charkey, Esquire

Attorneys for Plaintiffs,
Burton L. Hirsch Funeral Home, Inc. and
Service Corporation International, as
managing company for Burton L. Hirsch
Funeral Home, Inc.

IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA

BURTON L. HIRSCH
FUNERAL HOME, INC. and
SERVICE CORPORATION
INTERNATIONAL, as
managing company for
Burton L. Hirsch
Funeral Home, Inc.,

Plaintiff,

vs.

CIVIL DIVISION
No. GD 09-14720

DUQUESNE LIGHT COMPANY,

Defendant.

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

DEPOSITION OF

JOHN GILKEY

December 1, 2009
11:30 a.m.

White and Williams, LLP
Frick Building, Suite 1001
437 Grant Street
Pittsburgh, PA

Vivian D. Macurak, a Professional Court Reporter and a
Notary Public in and for the Commonwealth of Pennsylvania
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right, can you look up and see the sky?
MR. PARASHES: Objection.
A. There was portions where you could look through and see, yes.
Q. So to some extent was the basement ceiling/first floor floor destroyed?
A. You mean the basement ceiling/first floor floor?
Q. Yes. Was it destroyed?
A. Yes. It was severely damaged. It was down into the basement in that area there.
Q. Was it down in the basement in the area of the electrical panels?
A. Yes.
Q. Was it down in the basement in any other portion of the basement?
A. Just in that area back in there. The other part just had a lot of water and stuff on the floors.
Q. So is it correct to say, Detective Gilkey, that the only portion of the basement ceiling that completely collapsed was in the area of the electrical panels?
A. It was the whole basement area. If I remember correctly, the floor had come down

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on an angle and there was other debris that fell down on top of that. The floor is down, but it is not down if you know what I'm saying. It is like a teepee sort of, if I recall correctly. Again, I didn't go back in there to thoroughly examine the back in there.
Q. What we are referring to as the basement ceiling/first floor floor in the area of the electrical panels, was it burned through?
A. My recollection is yes.
Q. Would it be fair to say that that was the area of heaviest fire damage in the basement?
A. The whole basement in that area was severely damaged. I can't really say one corner or the other. With the debris that came down, I couldn't say. That is why I left it undetermined.
Q. The floor that would have been above the electrical panels was burned through when you saw it?
A. I believe so, yes.
Q. Did you take photos of that?
A. I believe Investigator Bayster took

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photos from the doorway to that area, and then we took photos from the first floor down into that area.
Q. In taking your photos, did you and Mr. Bayster attempt to show what you thought to be the area of origin?
A. The photos would show, yes.
Q. You concluded that the area of origin was -- well, how would you describe it? Was it the CD corner of the basement?
A. It was just the CD corner. Again, I don't know what level it started on.
Q. That's right. You said that. Thank you. So you visited the fire scene twice the day of the fire; correct?
A. Correct.
Q. Did you return the next day?
A. No.
Q. Did you return the day after that?
A. No.
Q. Did you return at any time before completing your report?
A. No.
Q. Why not?
A. We left it as undetermined. That

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was the determination we came up with.
Q. Your report was submitted on the 15th of January 2009?
A. That's the date when I started, yes. That was the day that they ask for when you start typing the report. If you do a report and you don't get to it right away, the computer system wants that date. It can't be before the time of the fire. It has to be after. Do you understand what I'm saying?
Q. No, but let me ask you this question. The fire date was January 10, 2009.
A. Correct.
Q. Your report indicates that the incident originally occurred at 7:11 in the morning.
A. Correct.
Q. Your report indicates that the date and time of your report was January 15, 2009 at 9:35 in the morning.
A. Correct.
Q. Five days later.
A. Correct.
Q. My question to you is in that five-day period did you go back to the scene of

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the fire to investigate any further?
A. No.
Q. Was there anything stopping you from doing that?
A. No.
Q. Is it fair to say then that as of the day of the fire you and Mr. Bayster had already concluded that your cause of fire would be undetermined?
A. Correct.
Q. You said you found it unusual that Duquesne Light had a lawyer on the scene the day of the fire.
A. Correct.
Q. Do you know why Duquesne Light sends lawyers to fire scenes?
MR. PARASHES: Objection.
A. No.
Q. Do you have any idea how many times Duquesne Light gets blamed for fires that aren't its fault?
MR. PARASHES: Objection.
A. No, I don't.
Q. Do you have any electrical training?
A. Just what they call an electrical

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course for certification, which is issued by the State Fire Academy.
Q. When did you take that course?
A. It was either late 2007 or early 2008. I would have to look it up to see.
Q. So you took that course after you volunteered to be part of the Police Fire Arson Squad?
A. Correct.
Q. How long did that course take?
A. I believe that is a four-day course, five days, four or five days. It is a week course at the State Fire Academy.
Q. It is basically 35 hours or maybe 40 hours or 30 hours? What is it?
A. It is about probably 30 hours, 40 hours. I'm not 100 percent sure. I would have to look it up.
Q. Classroom training?
A. Yes.
Q. Summarize for me what they taught you.
A. It was just a basic knowledge of electricity. We put together a couple circuitries on circuit boards, things like

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that.
Q. How much voltage did you work with?
A. Just the 120.
Q. Do you know what the difference between volts and amperes is?
A. Volts is -- I would have to look it up. I can't recall. I'm sorry.
Q. You mentioned that there were transformers on the pole that Duquesne Light had replaced after the vehicle hit the pole. Do you remember that?
A. I assumed it was replaced by them because there was two older ones on the ground it and it looked like newer ones on the pole.
Q. Do you know what voltages were being transformed to what by those transformers?
A. No, I do not.
Q. Do you know how much power is carried by the wires on that pole?
A. No, I do not.
Q. How many sets of wires were on that pole?
A. I know there was three. There might have been more. There was three that I can recall.

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Q. Do you know what we refer to as primary versus secondary conductors? Do you know what that terminology means?
A. The primary is the main line that comes in. The secondary would branch off, if I'm correct.
Q. Well, you are not, but you answered the question as best you can.
A. Okay. I have to do my research then.
Q. Do you know what the voltage was from the pole to the funeral home?
A. No, I do not.
Q. You said you saw the service connector between the pole and the funeral home?
A. What do you mean the service connector?
Q. Did you see a wire connecting the pole and the funeral home?
A. Yes.
Q. Describe the wire.
A. It was black with a braid of silver around it that ran up by the transformer where the three wires were to the weatherhead on Side

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IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA

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BURTON L. HIRSCH FUNERAL HOME, INC. and SERVICE CORPORATION INTERNATIONAL, as managing company for Burton L. Hirsch Funeral Home, Inc.,

Plaintiffs,

vs.

DUQUESNE LIGHT COMPANY,

Defendant.

) CIVIL DIVISION
) No. GD-09-14720
) Deposition of JAMES ROBERT RUNATZ
) Filed on behalf of the Plaintiffs
) Counsel of Record for these Parties:
) Peter Parashes, Esq.
) White and Williams, LLP
) 1650 Market Street
) One Liberty Place
) Suite 1800
) Philadelphia, PA
) 19103-7395

- - - - -

January 15, 2010

- - - - -

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DEPOSITION OF JAMES ROBERT RUNATZ a witness herein, called by the Plaintiffs for examination, taken pursuant to the Pennsylvania Rules of Civil Procedure, by and before Vivian D. Macurak, a Professional Court Reporter and a Notary Public in and for the Commonwealth of Pennsylvania, at the law offices of White and Williams, LLP, Frick Building, Suite 1001, 437 Grant Street, Pittsburgh, PA, on Friday, January 15, 2010, at 10:04 a.m.

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COUNSEL PRESENT:

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ALSO PRESENT:

Krysia Kubiak

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* (RETAINED BY COUNSEL)

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PROCEEDINGS

MR. PARASHES: With respect to reading and signing, is the witness going to read and sign?

MR. TUPI: Yes.

JAMES ROBERT RUNATZ

a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. PARASHES:

Q. Mr. Runatz, we have been introduced to each other off the record. I'm Peter Parashes, and I represent the Plaintiff in this case. I'm going to be asking you some questions that pertain to the accident that happened at the Burton L. Hirsch Funeral Home January 10, 2009.

I'm sure that you have been given instructions and direction by your counsel, but I just want to ask you to follow some very simple ground rules.

If you don't understand a question

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that I ask you or you don't hear it fully, please ask me to repeat it or to clarify it and I will be glad to do that. Otherwise, I'm just going to move ahead on the assumption that you heard and understood so that we can get done.

I will try to make sure that you finish your answer before I begin the next question, but if I mistakenly jump in and you haven't finished, just tell me you haven't finished so that you can get your answer out fully.

Along the same lines, even if you think that you have figured out what I'm asking before the last few words dribble out, try to let me finish before you begin to answer because that way we will avoid some potential confusion and overlap on the record.

Now we both have to also keep in mind that the court reporter is taking down words, and we can't use a nod of the head or a head shake or shoulder movement or other things that we might normally use, hand gestures, to answer. You have to use words. If I remind you of that, I'm not being rude. I just want to make sure we get the record plain.

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A. Okay.

Q. If you are giving me information which is intended to be an estimate or an approximation, please be good enough to tell me that that is how you intend so that I understand it is being presented as such.

Do you understand those things?

A. Yes.

Q. Some background information first. Would you state for the record your full name including middle name or middle initial and your business and home address please.

A. James Robert Runatz, 110 Westminster Drive, Mars, Pennsylvania, 16046, is my home. 2825 New Beaver Avenue, Pittsburgh, Pennsylvania, 15233, is business.

Q. What is your educational background? Can you just briefly summarize it for us.

A. I have a bachelor of science in electrical engineering from Grove City College.

Q. When did you graduate?

A. 1992.

Q. How long have you been with the Duquesne Light Company?

A. Four-and-a-half years.

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Q. What positions have you had or held at the Duquesne Light Company?

A. Account manager and major account manager.

Q. What is your present position?

A. Major account manager.

Q. How long have you been in that job?

A. About two years.

Q. In January 2009, were you a major account manager?

A. Yes.

Q. What were the duties back in January 2009 of a major account manager?

A. I am the customer liaison between our customers and Duquesne Light. In this case I was the person on call.

Q. Can you just explain that a bit when you say the customer liaison and the person on call.

A. As customer liaison, I interact with the customer. As the title states, account manager, I manage their accounts, so payment questions, any customer issues from the customer to Duquesne Light, any issues from Duquesne Light to the customer, I am the

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liaison.
Q. So you are the point of contact if there is a problem, a question or an incident of some sort?
A. Yes.
Q. When you were account manager, plain account manager as opposed to major account manager, what was the difference?
A. The difference was I had small and medium customers, commercial and industrial, and now I have some of our major customers. I'm actually the governmental rep, so I handle PennDOT, the county, the city, the state.
Q. Essentially it has to do with the size of the customer?
A. The size of the customer, yes.
Q. Before the incident that we are here about, had there been any other occasions while you were the major account manager pertaining to the Burton L. Hirsch Funeral Home where there were what you would consider problems or issues that required interaction between you and any representatives of Burton L. Hirsch?
A. No. Can you clarify the question.
Q. Yes. You said as the major account

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manager you deal with any issues between the customer and the company, so what I'm asking you is --
A. Have I had any -- oh, I'm sorry.
MR. TUPI: Let him finish his question.
Q. What I'm asking you is before the accident that we are here about, the January 2009 incident, had there been any other what you would refer to as issues or problems that required that you interact with the customer to try to resolve something?
A. No. I have never interacted with Hirsch before.
Q. Do I take that to mean that it was an account that as far as you knew did not have any problems that required involvement by you up until January 2009?
A. As far as the question being rephrased, I don't handle all of the accounts. I'm just one person, so I wouldn't know the history of Hirsch Funeral Home, and I wouldn't know the history of the 10,000 other small and medium customers that we have.
Personally answering the question,

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no, I had no involvement with Hirsch, and I know nothing of any incidents before.
Q. Okay.
(Discussion held off the record.)
Q. Do you want to clarify anything?
A. No.
Q. Let me just try to simplify this and clarify it. When you say you are the major account manager who deals with the Hirsch account or dealt with it back in January 2009, do I understand that there were also other people who were major account managers who would deal with them other than you or just you at that time, so that if Hirsch had a problem, a problem about billing, for example, they would deal with you or would they deal with you and/or other people with your position?
MR. TUPI: Objection to the form of the question.
Q. You may answer it.
A. They would deal with my group and whoever is assigned to them.
Q. So if there had been, for example, during the four-and-a-half -- how many years

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approximately were you the account manager for the Burton L. Hirsch Funeral Home?
A. None.
MR. TUPI: Object to the form of the question.
Q. Was there a person who was assigned to be the major account manager for the Burton L. Hirsch Funeral Home?
A. By territory probably. For the small and medium accounts it would be by territory.
Q. Who was that person back in -- I'm not trying to ask you a trick question. I'm sorry. Maybe I'm not getting it across.
Did I understand you to say that your job as major account manager is to be a liaison with certain customers?
A. Yes.
Q. Was Burton L. Hirsch one of the customers that you worked as a liaison with in your capacity as major account manager back in January 2009?
A. I --
MR. TUPI: Can you answer it yes or no?

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A. Can you repeat the question.
Q. Yes. Was the Burton L. Hirsch Funeral Home one of the accounts for which you acted as major account manager back in January 2009?
A. No.
Q. Were you as a major account manager assigned to certain customers in order to provide services back in January 2009?
A. Yes.
Q. How was that assignment made or how were you so assigned? How would that come about?
A. I, again, have the federal – my assignment is the governmental accounts.
Q. Was there a human being back in January 2009 with the title major account manager or account manager who was assigned among others to the Burton L. Hirsch Funeral Home as a customer with whom he or she would be the liaison?
A. Yes.
Q. Who was that person?
A. I don't know.
Q. But it wasn't you?

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A. It was not me.
Q. Okay. Now I get it. That record exists somewhere back in the company?
A. What record?
Q. Would there be records that would show who back in January 2009 was the major account manager for Burton L. Hirsch Funeral Home?
A. Yes.
Q. You got involved with the accident of January 10, 2009 by calling or notifying Burton L. Hirsch; is that correct?
A. Yes.
Q. Why is it that you did that as opposed to some other person?
A. Because a number could not be found, and a lot of times if a number cannot be found and a customer needs to be contacted, commercial or industrial, we get called. We have a – I was on call this week.
Q. Before we get into the incident, before you came to Duquesne Light, and you say it has been roughly four-and-a-half years?
A. Yes.
Q. What did you do for your living?

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A. I was a consulting engineer.
Q. For whom?
A. Santangelo & Lindsay.
Q. What kind of work did they do? What kind of consulting? What types of projects?
A. It was a lot of highway lighting projects for PennDOT.
Q. Did you ever work as a lineman for any utility company?
A. No.
Q. How long did you work for Santangelo? Is that how you pronounce it? Santangelo & Lindsay?
A. Yes.
Q. Where were they located, by the way?
A. In New Brighton, Pennsylvania.
Q. How long did you work for those folks?
A. Three years.
Q. Before that what did you do?
A. Many things.
Q. Let me get into it this way. I'm not interested in a whole bunch of things except to focus this way. Did you do work in the practice of electrical engineering before

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you worked for Santangelo & Lindsay?
A. No.
Q. So that was the first position you had where you were focusing on electrical engineering?
A. Correct.
Q. And you never worked as a lineman yourself?
A. I was not a lineman.
Q. Or as a trouble shooter?
A. No.
Q. You said that there was some problem finding a phone number back in January 2009 when this incident happened. Can you elaborate and explain what you meant by that.
A. Basically a 24-hour number is typically not available. Whenever people are busy, they don't have time to try to find a 24-hour phone number for a customer.
If they can't contact anybody in the area, then we need to try to contact them, so they asked me to contact them as a courtesy call.
Q. When you say they, who are you referring to, Mr. Runatz?

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A. Our operations group.
Q. Who are they? Who are the people? That means some person or persons were unable to find the numbers.
A. The operations supervisor on duty. They are the ones that I guess receive calls.
MR. TUPI: Don't guess. His question was who was it.
A. It is the operations group.
Q. You don't know the names?
A. Who I talked to that day?
Q. Yes.
A. No. I do not remember.
Q. Do you remember this incident at all?
A. Very little of it.
Q. Did you read about it or hear about it after it happened?
A. Honestly, no.
Q. Well, before coming here today did you look at any materials or listen to anything or read anything in order to try to refresh your memory at all?
MR. TUPI: Aside from conference with counsel.

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A. No.
Q. Let's talk about what you do remember. As best as you remember, how did you first become aware that there was any kind of a problem at the Burton L. Hirsch Funeral Home back in January 2009?
A. I was called from our operations group.
Q. I think you told us you don't specifically remember who it was who phoned?
A. No.
Q. Regardless of who the person was, what did they tell you?
A. That I needed to try to contact the Hirsch Funeral Home as a courtesy call because while we were working in the area that we saw a fire, we notified the police or notified the fire department and the fire department was on their way. They wanted me as a courtesy call to notify the customer.
Q. Was it one person who was on the other end of the line as opposed to some sort of a conference call?
A. Yes.
Q. Was it a male?

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A. Yes.
Q. Did you understand it to be a person who was out in the field or a person in an office somewhere?
A. No. It was a person in an office.
Q. Did that person give you any information about what happened to cause the fire?
A. No.
Q. What did you do after you got that call from the operations person?
A. I tried to find the number.
Q. Of --
A. Of Hirsch Funeral Home, any kind of 24-hour number.
Q. And then?
A. I found the number, and it turned out to be an answering service.
Q. What did you do?
A. I notified them that the funeral home was on fire, and I gave them the address.
Q. I have a book here which has a number of documents in it. This may make life a little simpler. If you will pull this over, we will mark various ones as exhibits. If you

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pull it over and work with me, we will work through some of these things.
The documents that are in that book have Bates stamps on them. Would you please go to the one, if you just flip through --
MS. KUBIAK: They have numbers on the bottom of the page.
MR. TUPI: What page do you want? We will go to it.
Q. It is DLC-000001. Do you see that?
A. I see DLC.
MR. PARASHES: I will ask the court reporter to mark that as Runatz 1 please.
(Runatz Exhibit No. 1 was marked for identification.)
Q. Looking at that document that we have marked Runatz 1, let me ask you this. Have you seen it before?
A. No.
Q. Do you recognize any handwriting on that document?
A. No.
Q. Have you had a chance to look at it?
A. Yes.
Q. I'm going to ask you about some

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names. Tell me if you know them. There is an entry that says investigated by, and the name Don Lewis is there. Do you know who that is?
A. Yes.
Q. Who is that?
A. A supervisor for Duquesne Light Company.
Q. Having seen that name on there, does that change anything about your memory regarding who phoned you?
A. No.
Q. When you say he is a supervisor, to your knowledge does Mr. Lewis work in the field or in an office or both?
A. He is in the field.
Q. Do you know whether Mr. Lewis was in the field at the time that this fire was discovered?
A. I do not.
Q. Now there is a term here that refers to Penn Hills B/S. Do you see that?
A. Yes.
Q. Do you know what that B/S refers to?
A. That is back shift.
Q. Back shift? Please, what is a back

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shift?
A. It is the people that work off hours.
Q. Then below it says back shift hooking up 3 phase set. That refers to the same B/S. That is just an abbreviation for back shift, right, to your knowledge?
A. To my knowledge.
Q. At the bottom there is a signature on this document. Do you recognize the signature? First, do you recognize the signature?
A. No.
Q. Do you know who that is?
A. No. I can't read that.
Q. Is there someone with a name like Robert McTelvey or some similar name that you have heard of who is a DLC supervisor?
MR. TUPI: Objection. The question is vague. Don't guess. If you don't know, you don't know.
A. No.
Q. There is a title here, DLC supervisor. What does that stand for to your knowledge?

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A. He would be in the office at our Duquesne Light operations center.
Q. So OC is operations center?
A. Yes.
Q. The title of this document appears to be Report Of Accidents And Unusual Occurrences; correct?
A. That's what it looks like.
Q. Have you ever seen a Report Of Accidents And Unusual Occurrences filled out?
A. No.
Q. You never filled one out yourself or never had reason to?
A. No.
Q. Do you know anything about what the procedure or requirement is for the filling out of such a document?
A. No.
Q. There are a few other things I want to ask you, and you may or may not know them. Just tell me what you know.
There is a reference in this document to a pole number. It has Pole No. D.L. Co., and then it has 51673.
Do you know, do the poles have each

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individual numbers?
A. I don't know.
Q. Do you have a record of what time you were contacted by phone by whoever the person was who phoned you?
A. I don't have an exact time.
MR. TUPI: The question was do you have a record?
A. No.
Q. Is there a record to your knowledge?
A. To my knowledge --
MR. TUPI: Do you know, Jim?
THE WITNESS: No.
MR. TUPI: Then tell him no.
Q. Let me emphasize that, as Mr. Tupi is telling you, there are some things you are just not going to know, and that's an acceptable answer. Really. If you don't know, tell me. If you can approximate an answer, tell me you are approximating it.
Okay. Did I understand you to state that after you received the call from the individual notifying you that the customer had to be contacted, you had to make some effort to find the number? It wasn't at your fingertips;

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correct?
A. Yes.
Q. Can you just give me a rough approximation, a rough approximation as to how long it was between the time that you received the call and then found the number and then made the call?
A. 25 minutes, half hour.
Q. Because time was eaten up or time was used up trying to locate the number; is that fair?
A. Yes.
Q. As soon as you found the number, as fast as you could you made the call; is that fair?
A. Yes.
Q. Skip a couple of pages in that book. Actually, let's go to the next page for a moment, which is DLC 000002. We will mark that Runatz 2. While we are at it, we will mark the next one Runatz 3.
(Runatz Exhibit Nos. 2 and 3 were marked for identification.)
Q. Look at Runatz 2. That is another Report Of Property Damage To

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D.L. Co. Facilities. Do you see that?
A. Yes.
Q. Have you seen that before today?
A. No.
Q. Have you ever seen one of these?
A. No.
Q. There is a comment and an entry toward the middle about the ownership. It says joint Verizon DLCO title. Do you have any understanding as to what that means with regard to the pole?
A. Yes.
Q. Would you tell me what your understanding is.
A. That both Verizon and us have title to the pole.
Q. When you say the pole, are we talking about the wooden structure or more than that?
A. I don't know.
Q. Based on your experience at the Duquesne Light Company, when an incident occurs where there is damage to a pole and the componentry, the electrical componentry on the pole, does Verizon get notified of that by

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Duquesne Light to your knowledge?
A. Yes.
Q. Is that a routine procedure?
A. I don't know. Yes.
Q. To your knowledge -- again, just tell me what you know -- to your knowledge, did Verizon do any kind of an investigation of the incident involving the pole involved in this accident?
A. Could you repeat the question.
Q. Yes. Did Verizon, Verizon, the company, have any investigative people out --
A. I don't know.
MR. TUPI: Let him finish his question.
Q. Let's go to the next page, which is Runatz 3, please. Just flip a page. The title of this page is Supervisor Log.
Do you know what a Supervisor Log is?
A. No.
Q. Have you ever seen one?
A. No.
Q. If you look at the entries that are in there by hand, and, by the way, is it fair

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that you don't recognize any handwriting on here?
A. Yes.
Q. If you look at the entries, there is an entry for November 30 that is a little below the middle of the page. Do you see that?
A. Yes.
Q. It seems to say CONF call, and then it has names. It has a list of names. Included in those names is your name, Runatz. Do you see that?
A. Yes.
Q. Did you participate in a conference call with several other people who are listed in that entry at 11:30 a.m. on January 10?
A. Yes.
Q. Who was leading or overseeing that call, if anyone?
A. I don't know.
Q. Let me just ask you some names, and you will tell me please what you know about these people. There is a name K-U-P-U-C-E. I don't know how you pronounce it. Do you know that name, the first name listed in the conference call?

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A. Yes.
Q. How do you pronounce that?
A. Kuruce.
Q. So it would be K-U-R-U-C-E, Kuruce?
A. Kuruce, yes.
Q. Do you know the person's first name?
A. I should.
Q. If you don't remember it, you can tell me that.
A. I don't remember.
Q. Do you know what that person's position was back then?
A. No.
Q. Do you know what involvement that person had in the conference call?
A. No.
Q. Did that person provide any information in the conference call?
A. I don't know.
Q. What about the next name? It is Conti, C-O-N-T-I.
A. Yes.
Q. Do you know his first name?
A. Pat.
Q. And the title back then?

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A. I don't know what his title would have been.
Q. Do you know what his job was? Forget the title, just what the job was?
A. I know he works in operations. I don't know his title.
Q. Did he provide any information in that conference call?
A. I don't remember.
Q. The next name is Noble. Do you see that?
A. Yes.
Q. Do you know that person?
A. Yes. Jody.
Q. It is J-O-D-Y or J-O-D-I?
A. Y, I believe.
Q. That's a lady?
A. Yes.
Q. What was that lady's position back then?
A. She is in our legal department.
Q. And she was then?
A. Yes.
Q. Did she provide any information during that call?

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A. I don't remember.
Q. The next name looks like Moller.
MS. KUBIAK: Can we take a break?
MR. PARASHES: Do you want a break?
MS. KUBIAK: Yes.
MR. TUPI: We may be in some attorney/client stuff here.
(Recess taken.)
MR. TUPI: Back on the record. The conference calls referenced on Runatz Exhibit 3 involve communications between attorney and client. You are welcome to ask who the various parties were on the call referenced in Exhibit 3 but not to inquire about the contents of the conversations because I will direct the witness not to answer on the ground of attorney/client privilege.
MR. PARASHES: Let me just get a clarification. Is it your position that the statements or comments that the witness heard from people other than the attorney are subject to the attorney/client privilege?
MR. TUPI: Yes. This is a

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conference call with counsel, so all of the Duquesne Light people and counsel were all participating in an attorney/client communication that is privileged.
MR. PARASHES: So it is your position, just so I have it clear and we are not going through a lot of wasted time here, it is your position that all comments made by all individuals in the conference call whether they were comments directed to another participant who wasn't counsel as well as to the counsel are all privileged?
MR. TUPI: Yes.
MR. PARASHES: Okay. You are going to have, so we save time, a standing objection to any information from this witness as to what was said by these people?
MR. TUPI: Yes, and I think I can also represent to you that the witness doesn't remember much about the conversations anyway.
MR. PARASHES: That is for him of course to say.
MR. TUPI: It is my understanding.

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MR. PARASHES: Let's get back on the record. We will try to get through this quickly.
MR. TUPI: I think we are on the record.
BY MR. PARASHES:
Q. Let's get back to the questions. You have conferred with your counsel; correct?
A. Yes.
Q. We are back on the record. I want to continue to ask you, your counsel I believe has directed that you not provide any information to me about what was said by the people in this conference call.
MR. PARASHES: Is that correct, Mr. Tupi?
MR. TUPI: Yes, that's correct.
Q. I'm going to ask you to just look at the names with me and tell me, answer questions I have briefly about Moller. Do you see that name?
A. Yes.
Q. Do you know the person's first name?
A. Yes.

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Q. Do you know their title back then?
A. No.
Q. Or now?
A. No, not exact title, no.
Q. Do you know what that person's basic job was back then?
A. He is also in operations.
Q. When you use the term operations, just for the record will you clarify what you are talking about.
A. He is in our Duquesne Light operations group.
Q. What does the operations group do as opposed to other groups?
A. They are at the core of basically operations.
Q. Providing service, reinstating service, connecting service, that kind of stuff?
A. Communications between internal groups.
Q. But about providing service as opposed to public relations or as opposed to investigations? I'm just trying to save some time. Operations has a meaning like human

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resource has a meaning.
MR. TUPI: The look on your face suggests you don't understand his question.
THE WITNESS: I don't understand.
MR. TUPI: Tell him you don't understand.
BY MR. PARASHES:
Q. That's fine. Let me clarify the questions. There is a group called operations that you referred to; yes?
A. Yes.
Q. Does that group have a basic set of functions and roles at Duquesne Light as distinguished from other groups that have another name?
A. Yes.
Q. In your mind and understanding, what is the basic function and service that is provided by the operations group?
A. They are the main communication between -- for our system.
Q. Are the people who are working as linemen part of the operations group?

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A. No.
Q. Are the people who are working in the field making inspections and/or connections of services part of the operations group?
A. I don't know. I don't know who is part of -- no. Sorry.
Q. Are the operations group people to the best of your understanding primarily people who work in an office?
A. Yes.
Q. Valerian, do you see that name?
A. Yes.
Q. Do you know his first name?
A. Joe.
Q. Do you know what his job title was back then, January 2009?
A. Public relations.
Q. By the way, these people whose names we have read so far, are they all still with the company to your knowledge?
A. I believe so.
Q. The next name, I think it is Kukovich; is that right?
A. I don't know.
Q. It looks like K-U-K-O-V-I-C-H. Have

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ever heard of that person?
A. No.
Q. Never heard of that name?
A. No.
Q. The next name, Wallace. Do you know that person?
A. Yes.
Q. First name?
A. Larry.
Q. What was his title back then?
A. I don't know.
Q. What was his job to your understanding?
A. I don't know.
Q. Was he in operations?
A. I don't know.
Q. That's fine. Another person's last name is James. Do you see that?
A. Yes.
Q. Do you know that person?
A. Yes.
Q. First name please?
A. Dave.
Q. Back then what was his work or position?

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A. I think they called him service center manager. That would be his --
Q. What was his function or role to your knowledge with respect to the Burton L. Hirsch Funeral Home?
A. I don't know.
Q. The next name is Lee, L-E-E. Do you know that person?
A. No.
Q. By the way, are Mr. Wallace and Mr. James still with the company?
A. Yes.
Q. Now we see your name of course. The next name appears to be Gorring, G-O-R-R-I-N-G. Do you know that person?
A. Yes.
Q. What is that person's first name?
A. Bill.
Q. Back then what was that man's job?
A. I don't know.
Q. That man, do you know anything about what he did or what his function was?
A. No. I wouldn't know.
Q. Is he still with the company?
A. Yes.

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Q. What about the next name? Can you read that?
A. I can't read that.
Q. If I say it is Fernix -- it looks like F-E-R-N-I-X -- do you know anybody named Fernix?
A. No.
Q. All right. Simon. Do you know that person?
A. No.
Q. Mark White. Do you know that person?
A. No.
Q. Jim Warren, do you know that person?
A. No.
Q. There is a name J.A. Warren Associates. Have you heard of that entity?
A. No.
Q. How about Petro, the last name there?
A. No.
Q. You don't know that? Without telling me the content of this phone conversation, I want to ask you first do you in fact have any memory of anything that was said?

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Don't tell me what was said on instructions of your counsel. Just tell me, do you have any memory at all of what was said?
A. No.
Q. Nothing?
A. No.
Q. Do you know without telling me the content what the purpose was of that call?
A. No.
Q. Have you had other occasions while you have worked at the company where you have been asked to participate in a conference call after an accident that occurred at a customer's facility?
A. I don't remember.
Q. Do you know about something called the unusual event call list?
A. No.
Q. There is an entry under it appears to be 0739 or 0735. It says implemented unusual event call list.
Having read that, do you have any understanding as to what that means?
A. No.
Q. Do you know whether there is a

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procedure in place at Duquesne Light for taking special action in the event of accidents at customers' locations?
A. No.
Q. Is there something called T&D, like some operation at Duquesne Light called T&D?
A. T&D would be transmission and distribution.
Q. Transmission and distribution refers to what?
A. How electricity is supplied.
Q. So we are talking about the transmission and distribution of the electrical service to customers. Is there a department that has that name at Duquesne Light?
A. I don't know. It is like an envelope, T&D. I don't know if there is anything official.
Q. Have you ever heard the title shift team leader?
A. No.
Q. I want to ask you please about a few more names. I believe I have asked you about the name Don Lewis, and you don't know who that person is; is that correct?

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A. No. I know who Don is.
Q. Who is he?
A. He is a supervisor.
Q. Of--
A. A construction supervisor I believe.
Q. That means people who are out at the site doing work?
A. Yes.
Q. Field people?
A. Yes.
Q. When you say a supervisor, is he in charge of other men?
A. Yes.
Q. Have you heard of a person named Tim Shields?
A. No.
Q. Have you ever heard the term responders?
A. No.
Q. Do you know Bob Felix?
A. No.
Q. Do you know a person named Don Kumc, K-U-M-C?
A. No.
Q. Is there a place called a control

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room?
A. Yes.
Q. What is the control room?
A. That is where operations, the people from the Duquesne Light operations center, that's the control room.
Q. Can you explain that.
A. Can you clarify?
Q. What do the people in the control room of Duquesne Light Company do? What is their function?
A. They are people from the operations center. They are the internal communications, and they run our system.
Q. Does that include dispatching people to do things and contacting --
A. I don't know their responsibilities.
Q. Well, when you say they run our system, what do you mean by that, sir?
A. They are in control of our physical system. They can control the system from the control room. We have automatic switching capabilities and that kind of stuff.
Q. So they can actually discontinue service if they need to from the control room?

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A. No.
Q. When you say --
A. Well --
MR. TUPI: He is asking a question. Wait until he is finished.
Q. Do you want to finish your answer?
A. No.
Q. Can people from the control room operate switches so that it has an effect on electrical service?
A. Yes.
Q. How can they do that?
A. By computer.
Q. What are they able to accomplish with the computer insofar as controlling electrical service to customers' facilities to your knowledge?
A. I don't know. I don't know how they -- I mean, that is not my expertise. I don't know how they control everything. I just know that they can use the computer to switch things.
Q. When you say switch things, what things? Are you talking about electrical service?

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A. Switches on poles.
Q. Okay. I understand. Do you know a person named Brad McCracken?
A. No.
Q. Timothy O'Connor?
A. No.
Q. Dale Collier?
A. Yes.
Q. Who is Dale Collier?
A. He is in the operations group as far as I know.
Q. When incidents happen at a customer's facility like an accident and Duquesne Light gets involved in investigating it, to your knowledge does the incident get assigned a number for reference purposes?
A. I don't know. I don't handle any of that.
Q. Do you know what a WMS number is?
A. Yes.
Q. What is that?
A. It is a work order number.
Q. For the crew?
A. Every job gets a work order, yes.
Q. Do you know what that stands for?

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Like WM, what those letters stand for?
A. No. Yes.
Q. Tell me.
A. Work management. I don't know what the --
Q. You don't know what the S stands for?
A. No.
Q. But it is work management something; is that fair?
A. Yes.
MR. TUPI: Are you sure? If you are not sure, don't answer.
MR. PARASHES: Let me say this. He knew half of it. He knew two-thirds.
MR. TUPI: The look on his face looked like he was not sure of his answer. That's why I'm cautioning him if he doesn't know he should say so.
BY MR. PARASHES:
Q. Do you know what a trouble ticket is?
A. Yes.
Q. What is a trouble ticket as best as you can explain it?

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A. Actually, can I change my answer?
Q. Yes, you can.
A. I don't physically know what a trouble ticket is. I don't know how they work. I know that whenever something -- like when something happens, I put in a request, and I have heard the term trouble ticket. Now I don't know what that entails.
Q. Have you heard it in regard that it pertains to some incident or problem that needs investigated? Do you know anything about it at all?
A. It is a generic, anything that happens that needs to be investigated.
Q. Thank you. That is not something you yourself prepare, though; right?
A. No.
Q. You prepared no trouble tickets in connection with this matter; right?
A. No.
Q. No documents of any kind?
A. No.
Q. Correct?
A. Correct.
Q. Okay. Do customer sites have

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designations? If I read to you Site 336 D-200, does that have any meaning to you at all in regard to Duquesne Light Company's designations for locations?
A. Not really.
Q. Do the customers' locations get some sort of a reference number for internal purposes at Duquesne Light to your knowledge?
A. A customer location, probably their address.
Q. What about poles? Do the poles have some sort of designation number to your knowledge?
A. Yes.
Q. There is a pole number?
A. There is a pole number.
Q. Is there some sort of a site number also in regard to the service?
MR. TUPI: Objection to the form. That doesn't make sense. Site number in regard to service doesn't make sense.
MR. PARASHES: Let me strike it.
Q. Is there something called a site with a number after that word that is used in

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connection with any kind of electrical installations?
A. Yes.
Q. What is that please?
A. There is a site number.
Q. What does that pertain to?
A. Please clarify.
Q. When you say there is a site number, what is there a site number for?
A. I believe it would be transformer. Again --
MR. TUPI: If you don't know --
THE WITNESS: I do. I believe it is a transformer.
MR. TUPI: If you know, tell him. If you don't know, tell him you don't know. I don't want you to guess.
BY MR. PARASHES:
Q. How about I accept that answer to the best of your knowledge you believe it refers to a transformer so that if you are slightly wrong, nobody is going to holler at you.
Give me the best information you

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have. If you don't know at all, certainly tell me you don't know, but even some partial information with a clarification like that is useful. All right.
MR. TUPI: Excuse me a second.
(Discussion held off the record.)
BY MR. PARASHES:
Q. You have conferred with your counsel. Do you need to amend or change any of your answers?
A. No.
Q. Please look at DLC-000008, 9 and 10, and I will ask the court reporter to mark them in sequence.
(Runatz Exhibit Nos. 4, 5 and 6 were marked for identification.)
Q. Please look at those three documents. Just look them over and see if you recognize them in any way, and then when you are done looking at them, just look up and tell me you are done.
A. I'm done.
Q. Do you recognize those documents?
A. No.

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Q. Do you have any idea what they are?
A. No.
Q. If you look at the first one, which we have marked Runatz 4, there is a name at the top. Mitchell Amanda. Do you have any idea who that is?
A. No.
Q. There is an entry by hand toward the bottom of that document that says J. Runatz called 0730. Do you see that?
A. Yes.
Q. Do you have any idea where that information came from?
A. No.
Q. Do you have any memory of telling anybody that you made a call at 7:30?
A. No. I guess clarify.
Q. Do you have any memory of being asked or interviewed or required to give information to anybody as to what time you actually made the call to the funeral home?
A. Repeat that question one more time.
Q. Yes. You have told us that you made a phone call to the funeral home and got an answering machine and left a message; true?

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A. Yes.
Q. Were you asked by someone who was collecting information or doing an investigation for Duquesne Light to tell them what time it was that you made that phone call?
A. No.
Q. Were you asked to fill out any kind of a report or sheet or anything on a computer screen or on a piece of paper that provided information as to what time you made the phone call to Duquesne Light?
A. No.
Q. You can turn the book around. That might be easier. Let me ask you this question first. Did you go on site at any point to look at the conditions at the funeral home where the pole was that was related to the phone call that you made?
A. No. I made a phone call only.
Q. Look please at a document that has -- I'm going to direct you to Defendant's Objections and Responses to Plaintiff's First Set of Interrogatories. It is right in the very, very beginning. Page 4 please.
I'm going to read the question to

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which that responds, and Mr. Tupi can go back a page. No. 3, for each person identified in Interrogatories 1 and 2, please state in detail the information and/or knowledge possessed by him/her concerning the incidents and detailing how he or she acquired such information or knowledge.

Then there is a paragraph with a lot of legal objections, and then it goes on on page 4 to list three categories on page 4.

The first category says crew responding to motor vehicle accident, and there are a list of names. Do you see that?

A. Yes.

Q. The second category is fire responders, and there is a list of names. Do you see that?

A. Yes.

Q. The third category on that page says other work on site, and there are a list of names. Do you see that?

A. Yes.

Q. Your name is on that list?

A. That is incorrect.

Q. So you never went on site for any

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reason? So we get it real plain and clear, the only work you did was to make a phone call to the funeral home and to participate in a conference call that morning?

A. A phone call to the funeral home and a return call from the funeral director.

Q. Okay. I'm sorry. Continue.

A. And then the conference call. That's it. That is absolutely it.

Q. I appreciate that. That makes things easier. After that am I correct you have had no further involvement until today?

A. Nothing. Nothing.

Q. I appreciate your clearing that up. You did leave a message on a tape you told us; correct?

A. Yes.

Q. What I want to do now, I'm not good at this stuff, but I have the recorded tape, which I provided a copy to Mr. Tupi. I would like to mark it as an exhibit and play it and just make sure that what we have is what you recognize as your voice. I want to make sure that we have this right.

MS. KUBIAK: Can we take a

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bathroom break?

MR. PARASHES: Sure. We are almost done.

(Recess taken.)

(Runatz Exhibit Nos. 7 and 8 were marked for identification.)

BY MR. PARASHES:

Q. I think in front of you Mr. Tupi may have put a transcript. Do we have that? Has that been marked?

A. Yes.

Q. I'm just going to tell you what I want to do so we try to minimize any confusion. I am going to in a minute try to play on that machine the tape recording of your message to the funeral home for the purpose of having you listen to it and verify that that is you on that recording.

While you are listening to it, if you could please follow along as best you can with that transcription, and if you pick up anything that appears to be inaccurate or wrong, you can just take this pencil and quickly circle it. Just do the best you can, and I will ask you if that appears to be

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accurate.

With that in mind, let's see if we can get this to work.

(Recess taken.)

BY MR. PARASHES:

Q. Mr. Runatz, thank you very much for your patience. I apologize that our machinery has caused some problems. We are going to walk to the other room and play the CD that has we believe the recording of your message to the funeral home. I'm going to ask you to simply listen to it and while doing so look at the transcription.

When we are all finished, we will come back and then I will ask you some questions, the first of which is going to be whether that was your voice and to the best of your knowledge whether that was the recording that you left for the funeral home.

Okay, sir?

A. Okay.

Q. Thank you for your patience.

(At this juncture, a CD recording was played.)

BY MR. PARASHES:

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Q. Mr. Runatz, you have heard the recording that we just played on Exhibit D7; correct, sir?
A. Yes.
Q. Is that your voice?
A. Yes.
Q. Is that a recording of your message to the answering service of the Hirsch Funeral Home on January 10, 2009?
A. Yes.
Q. As you followed the transcription, did you find it to be accurate?
A. Except for a couple pauses and stuff, yes.
Q. Looking please at the transcription, which is Runatz No. 8, if you go down to the eighth entry where it says, no, this is Jim Runatz at Duquesne Light, would you please read that whole entry to yourself for a minute, that few sentences.
A. Okay.
Q. Do you see the sentence that says, "All I know is that when we were starting transformer a fire started and I just wanted to notify somebody within the company about that

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facility." Did I read that accurately?
A. You read it accurately.
Q. Had you been told that when a transformer was being started that the fire occurred at the funeral home?
A. I don't remember.
Q. But when you gave this information on the telephone, it was within I think you told me before roughly half an hour of receiving the call from was it operations?
A. Yes.
Q. So at that time you would obviously have remembered what they told you within half an hour, wouldn't you, sir?
A. I don't know.
Q. When you left the message for the funeral home, was it your intention to give them accurate information?
A. Yes.
Q. Other than today's session and other than conversations you have had with counsel, have you discussed this incident, this fire that happened at the Hirsch Funeral Home with anybody else --
A. No.

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Q. -- before coming here today?
A. No.
Q. Other than your counsel, have you heard anybody express an opinion as to why it happened?
A. No.
Q. Has anybody ever taken any kind of a statement from you or an interview from you for investigative purposes at Duquesne Light Company, and by that I mean a telephone interview or had you fill out any paperwork or write a statement or report or anything of the kind?
A. I don't believe so, no.
Q. Do you have knowledge of any other case or incident in the time that you have been with Duquesne Light where a fire started at a customer's building immediately after a transformer was installed?
A. No.
Q. Are you aware of any other incidents where a fire occurred at a customer's building or facility immediately after service was reinstated following an accident?
A. No.

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MR. PARASHES: That is all I have, sir. Thank you.
MR. TUPI: No questions.
(Signature not waived.)
(Whereupon, the above-entitled matter was concluded at 11:54 a.m.)
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COMMONWEALTH OF PENNSYLVANIA) ERRATA
COUNTY OF ALLEGHENY) SHEET

BURTON L. HIRSCH FUNERAL HOME, INC. and SERVICE CORPORATION INTERNATIONAL
vs.
Duquesne Light Company

I, JAMES ROBERT RUNATZ, have read the foregoing pages of my deposition given on January 15, 2010, and wish to make the following, if any, amendments, additions, deletions or corrections:
Pg. No. Line No. Change and reason for change:

In all other respects the transcript is true and correct.

JAMES ROBERT RUNATZ
Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public (VM)

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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, Vivian D. Macurak, a notary public in and for the Commonwealth of Pennsylvania, do hereby certify that the witness, JAMES ROBERT RUNATZ, was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the foregoing deposition was taken at the time and place stated herein; and that the said deposition was recorded stenographically by me and then reduced to typewriting under my direction, and constitutes a true record of the testimony given by said witness, all to the best of my skill and ability.

I further certify that the inspection, reading and signing of said deposition were not waived by counsel for the respective parties and by the witness and if after 30 days the transcript has not been signed by said witness that the witness received notification and has failed to respond and the deposition may then be used as though signed.

I further certify that I am not a relative, or employee of either counsel, and that I am in no way interested, directly or indirectly, in this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 18th day of January, 2010.

S/Vivian D. Macurak

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IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA

- - - - -

BURTON L. HIRSCH FUNERAL HOME, INC. and SERVICE CORPORATION INTERNATIONAL, as managing company for Burton L. Hirsch Funeral Home, Inc.,
Plaintiffs,
vs.
DUQUESNE LIGHT COMPANY,
Defendant.

) CIVIL DIVISION
) No. GD-09-14720
) Deposition of
) BRIAN MICHAEL NOVAK
) Filed on behalf of
) the Plaintiffs
) Counsel of Record for
) these Parties:
) Peter Parashes, Esq.
) White and
) Williams, LLP
) 1650 Market Street
) One Liberty Place
) Suite 1800
) Philadelphia, PA
) 19103-7395

- - - - -

January 15, 2010

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DEPOSITION OF BRIAN MICHAEL NOVAK a witness herein, called by the Plaintiffs for examination, taken pursuant to the Pennsylvania Rules of Civil Procedure, by and before Vivian D. Macurak, a Professional Court Reporter and a Notary Public in and for the Commonwealth of Pennsylvania, at the law offices of White and Williams, LLP, Frick Building, Suite 1001, 437 Grant Street, Pittsburgh, PA, on Friday, January 15, 2010, at 12:03 p.m.

- - - - -

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PROCEEDINGS

BRIAN MICHAEL NOVAK

a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. PARASHES:

Q. Mr. Novak, we have been introduced to each other. As you know, I represent the Plaintiff in this case. I'm going to be asking you some questions today that pertain to an accident of January 10, 2009 at the Burton Hirsch Funeral Home.

I'm sure that you have spoken with your counsel, but just some brief housekeeping items might be helpful. Please make sure that before you answer a question that you understood it and fully heard it.

Don't hesitate to ask me to speak up or clarify. Otherwise, I will just move on on the assumption that you heard, that you understood so we do not waste time.

When I ask a question, do your best to let me finish it even though you may have in

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your mind figured it out before you start to answer. That way we won't overlap.

If I interrupt you before you finish an answer, tell me that you haven't finished. I may have thought a pause meant you were done and you are not. Just speak up please, and I will make sure that you finish your answer.

When you are giving us information, there may be information that you can answer with an approximation, an estimate. If you are doing it that way, be good enough, please, to tell me you are estimating or approximating so that I get the information with that understanding as opposed to believing it is meant to be a precise thing.

Both of us need to remember that what is being said here is being recorded by the court reporter, and therefore we must use words as opposed to a nod of the head or a hand movement or that kind of thing. I may need to remind you of that. It is just for that purpose.

If you will try to follow those guidelines, I think it will be more efficient. Is all that plain?

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A. Yes.

Q. Thank you, sir.

MR. PARASHES: Is this witness going to read and sign?

MR. TUPI: Yes.

Q. Mr. Novak, would you please state for the record your full name including any middle name or initial.

A. Brian Michael Novak.

Q. Your home and your work addresses, sir.

A. My home address is 924 Blacksmith Road, Mt. Pleasant, PA, 15666, and my work address is I believe 467 Hershey Road, Penn Hills, 15235.

Q. How far did you go in schooling, sir?

A. I went two years for initial schooling, and as you progress through the steps it is a total of about four-and-a-half years, five years.

Q. Let's back up a bit. I take it at some point in your earlier life you finished high school?

A. Yes.

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Q. What year was that?

A. 1990.

Q. When you finished high school did you go on to some further study after that?

A. Yes.

Q. Where was that?

A. It was Community College.

Q. Where and when?

A. It was Allegheny campus, and it was after high school. I'm not sure exactly what the years were.

Q. You can approximate it.

A. 1994.

Q. Thereabouts. Mid-nineties?

A. Yes.

Q. Did you get an associate's degree?

A. That is correct.

Q. In what subject?

A. Environmental science.

Q. When did you first begin to work full time without going to school?

A. Mid-nineties. 1995.

Q. What was your first full-time job?

A. It was an environmental technician.

Q. For how long did you do that?

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A. Seven years.
Q. Then when you --
A. Sorry about that. Five years I would say.
Q. Why did you stop doing that?
A. I moved into this program.
Q. This program is what program to be, please, more specific?
A. A program sponsored by Duquesne Light to become a lineman, journey lineman.
Q. As best as you can tell us, and I don't need the exact date, but when did you start that program approximately at Duquesne Light?
A. 2001.
Q. As best as you remember, you started your career at Duquesne Light approximately in 2001?
A. I'm not sure on the date exactly. Our hire date was 2003, and that included some back time from our schooling, so a guesstimate is 2002.
Q. That's fine. I accept it as that. No problem. You have explained that when you started around 2002 give or take you started in

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a special program that provided training; yes?
A. Yes.
Q. Can you please describe for us what the program was and how long it was.
A. The program was two years, and it involved academic classes at Community College and hands-on training at the Duquesne Light training facility on Route 8.
Q. What did you study at the academic classes?
A. It was well rounded. You had psychology. You had electronics. You had math, English, computers.
Q. What did you study or get trained on at the Duquesne facility that you referred to?
A. The workings of their system.
Q. Which included -- in a general way can you describe what that was.
A. Basically fixing and repairing lines, installing the lines.
Q. Your goal, you were not going there to become a human resources person or to become a marketing person. You had a specific goal when you went through that program to fulfill a certain job; correct?

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A. Yes.
Q. What job were you desiring and working toward obtaining when you took the program?
A. Journey line worker.
Q. Journey line worker?
A. Yes.
Q. What is a journey line worker? Can you describe what that job involves at Duquesne Light.
A. Repairs and fixes lines.
Q. That includes getting up, being out in the field, out dealing with equipment as opposed to in an office?
A. Yes.
Q. Did you complete the program?
A. Yes.
Q. Did you receive some sort of an acknowledgement, a certificate or some sort of a notice that you had successfully finished the program?
A. Yes. When you progress you get I don't know about a certificate, but you are acknowledged as having finished the program.
Q. At some point somebody told you you

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are done with the program and you are ready to move on; right?
A. Yes.
Q. Or things to that effect?
A. Yes.
Q. Again, you are giving me estimates. We are talking about here if the program was two years; is that right?
A. Yes.
Q. That would have been roughly around 2004 that you finished it?
A. Like I said, what happens in the beginning with that program, you finish it, but then when you start you have to work 18 months on a property to be the first level. The actual program, I have been a journey line worker for two years, full-fledged journey lineman.
Q. Let me just get this because you know the system. I don't. If you will be patient with me, we will try to just get this straightened out. I don't need exact years. I just need your best memory as to when these things happen.
If I get it right from what you

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said, when you first went to Duquesne Light you participated in a training program where you went both to school and to in-house instruction for two years; is that right?
A. Yes.
Q. At some point you satisfactorily finished the program, and then you started if I heard you right to work for 18 months in another status?
A. Yes. That was included in our internship. We had an internship throughout the schooling. Our internship counted as time on that.
Q. While you were going to school and getting the instruction, you were also doing some work --
A. We were working part time. Sorry about that. I didn't mean to cut you off.
Q. I'm sorry. I cut you off. Let me start it again so we do it right. While you were going to school and getting instruction, you were also doing some part-time work in the field as a practical application?
A. Yes.
Q. That was an 18-month period that

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overlapped with your schooling?
A. Yes.
Q. Now when you finished your schooling, you had then finished your part-time field apprentice work also or did the field apprentice work continue for a while after your schooling?
A. They hired us full time after school.
Q. So now you became a person who had a job title and a position; right?
A. Yes.
Q. What was that?
A. Apprentice.
Q. Apprentice. As best as you remember, what year would that have been that you got that status?
A. 2003. We were apprenticed when we graduated. Our start date was May 27, 2003.
Q. When you say you were an apprentice, were you an apprentice lineman? An apprentice field -- an apprentice what?
A. An apprentice lineman.
Q. When you first started to work as an apprentice lineman, what types of jobs or

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services did you do for the Duquesne Light Company?
A. Getting material together, helping out, ground help, going up in the air whenever they let us.
Q. Did you work under more experienced men in the field?
A. Yes.
Q. To learn on the job?
A. Yes.
Q. Were you part of a crew?
A. Yes.
Q. How long did you stay in that position where you were an apprentice as you have described?
A. You are an apprentice for 18 months, then you go back to school to become a 4 KV lineman.
Q. Like the number 4?
A. Yes. 4,000 volt lineman.
Q. So after the 18 months of apprenticeship, did you satisfactorily complete the apprenticeship where people were checking you out to make sure that you were doing satisfactorily?

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A. Yes.
Q. At that point you were asked or went to another step where you went back to school?
A. Yes.
Q. And continued to work part time for the company?
A. Working full time.
Q. Working full time and going to school like when?
A. Once you started the apprentice thing, once I got out of school I was full time for the company.
Q. As an apprentice?
A. As an apprentice.
Q. Right.
A. Then I worked I believe it was six months to get me the 18 months, then after that, then you go to 4 KV school.
Q. When you went to 4 KV school, did you stop working in the field or did you continue to work in the field?
A. We continued. You go to 4 KV school for their training for, I'm not sure, three or four weeks. I don't know how many weeks it was. You are always a Duquesne Light employee.

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Q. What happened after you finished KV school?
A. You have to work a year to go to the next step.
Q. Which is what?
A. 13 2.
Q. It does 13 2 mean?
A. 13 2 KV, 13,000 volt lines.
Q. That is a larger voltage or higher voltage?
A. Yes.
Q. Did you do that?
A. Yes.
Q. You went to school again?
A. Yes.
Q. Did you finish that school study?
A. Yes.
Q. Did you get a designation afterward so that if the company looked at your name and the employee records, you had a designation?
A. Once you go to that school you are a restricted lineman. You have to be a restricted lineman for a year.
Q. What is a restricted lineman?

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A. You have to be up in the air with somebody that is unrestricted.
Q. So it is like a continuation of on-the-job study or training?
A. Yes.
Q. Again, approximately when did you start to work as a restricted lineman? You have told us, just to help, you finished 13 KV school?
A. 2006.
Q. When you worked as a restricted lineman, can you give me an example of some of the projects that you worked on?
A. You do the same work as a lineman, you are just under their supervision transferring hot phases, replacing insulators, building the necessary stuff.
Q. But the difference is that the person that you are working with is more experienced and is in charge of you?
A. Yes.
Q. Are you assigned to a crew as a restricted lineman?
A. Not a specific crew.
Q. Different crews from time to time?

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A. Yes.
Q. How long did you work as a restricted lineman?
A. One year.
Q. So that would bring us up to approximately 2007?
A. Yes.
Q. What happened then, sir?
A. Then I'm unrestricted. I went on the back shift, worked night turn instead of daylight.
Q. At the point when you became unrestricted -- just again, I don't do what you do, so we will get it plain -- when you became unrestricted, what functions and duties did you now have as an unrestricted lineman?
A. Repairing all the lines, putting up downed wires, general construction.
Q. Those are some examples?
A. Yes.
Q. When I hear the word lineman, in my brain I think of a man who does a lot of work on poles who is up in the air. Is that fair or is that like just a misconception?
A. That's fair.

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Q. Was most of the work that you did or a substantial amount of the work that you did up on poles?
A. Yes.
Q. And as part of a crew?
A. Yes.
Q. When you say you were initially or at first as an unrestricted lineman assigned to the back shift crew, that has to do with the time of day when you work; right?
A. When I was unrestricted I wasn't on the back shift.
Q. I'm sorry. I misunderstood you. I thought you said when you were unrestricted you went to the back shift?
A. Sorry about that. Yes.
Q. Did I get that right?
A. Yes.
Q. You know the terms. I don't know the terms. I think you were saying back shift has to do with the time or the hours.
A. Yes.
Q. Is it because you have less seniority than other people that you are working night shift or the later hours?

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A. That's the shift I wanted.
Q. So actually you were happy to get that shift?
A. Yes.
Q. That would have been, again as I'm understanding this, about 2007 that you started to work unrestricted on the back shift crew as a lineman?
A. Yes.
Q. What were your hours on the back shift?
A. 3 p.m. to 1 a.m., and on Saturdays it is 10:30 a.m. to 8:30 p.m.
Q. I'm sorry 10 --
A. 10:30 a.m. to 8:30 p.m., and on Sundays it is 8 a.m. to 6 p.m. We work ten-hour days.
Q. Do you have a day off? Did you have a day off?
A. Yes.
Q. What day off? Would that vary or what was your --
A. Yes. It varied.
Q. So from week to week or month to month? How would that work?

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A. Week to week.
Q. One day off or two days off?
A. Three depending on if we were work overtime.
Q. So you could actually have four ten-hour days with three days off if you didn't have overtime?
A. Yes.
Q. How would overtime work? Was it optional or are you required to put in overtime?
A. Optional.
Q. When you were assigned the back shift lineman work that you described to us, were you part of a crew with other men?
A. Yes.
Q. Was that the same crew that you were on as of the time of this accident of January 2009?
A. One person changed.
Q. Let's do it this way please. When you start to go on the crew, the back shift crew in about 2007 who are the fellows on the crew besides you?
A. Tim Shields, Dave Wilker --

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Q. Dave what?
A. Dave Wilker, Justin Smith, Rick Sipe, Brandon Boehm.
Q. Brandon Boehm?
A. Yes.
Q. Is it B-O-E-H-M?
A. Yes. You asked when I started?
Q. When you first started, yes.
A. Jeff Shook.
Q. Jeff Shook. Anybody else?
A. That should be six names; correct?
Q. Yes, sir, and you.
A. Yes.
Q. Just looking at this list, did Tim Shields have a position or title in the crew? Was some guy in charge?
A. Yes.
Q. What was Tim Shields' position?
A. Crew leader.
Q. What about Dave Wilkes?
A. Wilker, W-I-L-K-E-R.
Q. Wilker. I'm sorry. What was his job?
A. Crew leader.
Q. He is a crew leader also?

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A. Yes.
Q. There are two crew leaders?
A. Yes.
Q. What about Mr. Justin Smith?
A. Crew leader.
Q. What about Rick Sipe?
A. Journey lineman.
Q. And Brandon?
A. Journey lineman.
Q. Jeff Shook?
A. He was a crew leader at the time.
Q. And you were a journey lineman?
A. That is correct.
Q. You said there was a change by January 2009; yes?
A. Yes.
Q. What was that change in the crew?
A. Jeff Shook came off. Bob Pierce came on.
Q. So Bob Pierce replaced Jeff Shook?
A. Yes.
Q. When did that happen?
A. Beginning of 2009.
Q. So that would be -- the beginning of 2009 would be January 2009; right?

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A. Yes.
Q. Was Bob Pierce a crew leader?
A. Journey lineman.
Q. So he came on as a journey lineman. What happened to Mr. Shook?
A. Went daylight.
Q. When we got to the January 2009 with the crew that you have told us with Mr. Pierce on the crew, Mr. Shook is gone and the other men are still on the crew working together, in 2009 were the titles the same except for Mr. Pierce?
In other words -- I don't want to read them all again -- did anybody's title change?
A. No.
Q. Can you explain to me what the functions were of the crew leaders versus the journey linemen for jobs, how it worked out in the field.
A. Crew leaders organize things that need to be done. Journey line workers perform the tasks.
Q. So the men who were, to put it in regular, everyday language, the men who were

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hands-on doing, making connections, cutting lines, installing lines, going up on the pole, those are not the crew leaders, those are the journey linemen; yes?
A. Yes.
Q. The crew leaders are people who are giving direction and making decisions about what needs to be done?
A. Yes.
Q. Do the crew leaders go up in the air or do they stay on the ground typically during a job?
A. Stay on the ground.
Q. Let's talk about this incident that we are involved with in this case which happened on January 10, 2009. Do you remember this event?
A. Yes.
Q. Can you tell me as best you remember, if we go back to the beginning, the information we have, and I don't think there is any dispute about this, is that some vehicle hit a pole on Forward Avenue and started a problem in that area. Is that accurate?
A. I never saw the car.

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Q. Did you get some sort of a call or notice or an assignment to go out and deal with a damaged pole and damaged electrical equipment related to that pole and related to customers nearby?
A. Yes.
Q. How did that happen? Are you sitting in a place and waiting to get an assignment? Do you get phoned on a cell phone? How did it happen that you started to go out to the area of Forward Avenue and/or the vicinity of the Hirsch Funeral Home to do any kind of work that day?
A. The crew leader gets called on the cell phone.
Q. Where is the crew when they get the call? Where was the crew when the call came in, sir?
A. We were at the garage at the time.
Q. Waiting for assignments?
A. I believe we were finishing for the night.
Q. You had just about finished your work for the evening?
A. Yes.

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Q. If I understood you right, this was a Saturday. Your finishing time would have been approximately what?
A. On that night it was snowing. We had an inclement weather clause, so we may have been done early. That night it would have been 1:00 in the morning. If it was a Saturday, Saturday night?
Q. It was a Saturday. I don't think there is any dispute about that.
A. Okay. 8:30 is the finishing time.
Q. Normally?
A. Normally.
Q. Normally 8:30 is finishing time.
A. Normally.
Q. As best as you remember, you were down by the garage and a call came in to a crew leader on a cell phone; correct?
A. Yes.
Q. What was the weather like at that time?
A. Cold and snowy.
Q. Was it still snowing outside?
A. Yes.
Q. Which crew leader got the phone call

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on the cell?
A. Tim Shields.
Q. After he got the phone call, what happened next?
A. Tim and myself went out to assess the situation. The other guys were going to wait to see what we needed, what they needed.
Q. The other fellows stayed at the garage?
A. Yes.
Q. Tim and you went out on the truck?
A. Yes.
Q. Please tell me where you went and what you saw.
A. We went to the broken pole. We saw the pole was broken and we went over and talked to the trouble man.
Q. From the records that we have, the report of the broken pole was on January 9. I don't think there is any question about that.
MR. TUPI: The 9th was a Friday. The 10th was Saturday.
Q. Do you remember as you are sitting here now whether when you went out with Tim Shields to check out the pole whether that was

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a Friday night or whether you were into Saturday?
A. I thought it was a Friday night.
Q. All right. I'm going to represent to you, and there is no dispute about this, the actual fire happened at the funeral home on Saturday, the 10th. The report of the damage to the pole was the evening of the 9th, which is a Friday.
My having said that, do I understand that if you were finishing up Friday night for the evening you would have been getting done at what time?
A. 1 a.m. Saturday morning.
Q. So it would have brought you into past Friday night into the beginning of Saturday morning when you all were in the garage and got that cell phone call?
A. Can you explain that.
Q. Yes. If you all are finishing up your Friday night shift back then, if I understood you right, you would be finishing up around 1 a.m.?
A. A little before that.
Q. Give or take. I'm not trying to be

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exact, but it would have been sometime around 1 a.m.?
A. Yes.
Q. That would technically put you into Saturday. Once it goes past obviously 12, you are into Saturday even though it is the end of the Friday shift; right?
A. Yes.
Q. So just to get this straight in my brain, the cell phone call came during the end of the Friday shift to Mr. Shields?
A. Right.
Q. Is that right?
A. When you say the end, I mean, it was not like 12:30. I think it was a little earlier than that. Like I said, I'm not a clock watcher.
Q. Was it more like 8 p.m. or was it more like 11 or 12?
A. 11-ish probably.
Q. So sometime around or before midnight; is that fair?
A. Yes.
Q. We are either a little bit before midnight on Friday or about midnight on

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Saturday; is that fair?
A. Yes.
Q. We don't need to split hairs about it. Just give me your best approximation. You and Mr. Shields went out in a truck to scope out or check out the situation; is that right?
A. Yes.
Q. When you went out, was it Forward Avenue where the pole was that you went to first?
A. Is that the road the pole is on?
Q. Yes. I don't think there is any dispute that it was Forward Avenue.
A. Yes.
Q. Did you see a broken pole?
A. Yes.
Q. Tell us what you saw when you got there with Mr. Shields before the other fellows were out.
A. The pole was broken in half. It was broken and leaning.
Q. Was it actually severed or was it like -- describe it please.
A. It was broken, and the three phase set was hanging down.

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Q. It was broken. The pole was broken, and the three phase set was hanging down; is that what you said?
A. Yes.
Q. Okay. Was the pole actually severed so that there were separate pieces of it or was it leaning but still connected the wood to the wood?
A. I don't remember 100 percent. It may have been connected a little bit still at the bottom, but I'm not 100 percent sure.
Q. In any event, if I'm hearing you right, it was leaning to the point where it had pulled down the three phase set?
A. The three phase set was on it but leaning.
Q. I don't mean down to the ground but pulling over; right?
A. Yes.
Q. Thank you for that. Just do your best to describe what else you saw. What else did you see at the vicinity of that pole, sir, at that point?
A. I don't know.
Q. Did you notice power out at the

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buildings near by?
A. Yes.
Q. You could see lights out; right?
A. Yes.
Q. Did you fellows know that there were outages or power was lost or is that something that you found out when you went and arrived at the scene of the pole?
A. We found out what power was out when we got there.
Q. So now at this point when you are there with Mr. Shields what is your purpose with him in looking at this? What are you and he trying to get accomplished here?
A. Figure out the necessary materials to put back up.
Q. To put the three phase back up?
A. Yes.
Q. And the pole back up?
A. Yes.
Q. And anything related that was needed; correct?
A. Correct.
Q. I know you are giving me an abbreviation. How far away in terms of driving

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time and/or mileage was it from that garage where you fellows were over to the broken pole roughly?
A. About 20 minutes.
Q. By the time that you -- and you are driving in not the best weather too; is that right?
A. Yes.
Q. It was a little bit of snow and bad weather?
A. A little bit, yes.
Q. Was it actually snow coming down or just snow on the ground at that time, sir?
A. Throughout the night there was snow coming down. As for the drive, I don't remember it being so bad that the truck was going sideways or anything.
Q. But you got there in roughly 20 minutes give or take; is that right?
A. Yes.
Q. By the time you and Tim Shields got there to check out the pole, again just your best approximation, just the best you can do roughly, what time would you say it was?
A. Around midnight, a little after.

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Q. Right around midnight Saturday, right, roughly?
A. Roughly.
Q. In order for you to check this out -- when I say this, this condition -- you and Mr. Shields, did you fellows have to go up on a bucket? What did you have to do to check it out?
A. Usually look at it.
Q. Did you have lights? Please tell us, how did you go about checking it out?
A. We have generator lights.
Q. Was your truck a bucket truck?
A. Yes.
Q. Did you or Tim Shields go up on the bucket to look with the lights or were you able to do it from the ground?
A. We were able to assess a good bit of it on the ground.
Q. When you first got there and looked, you were able to see that the three phase transformer set was leaning, was damaged; right?
MR. TUPI: Objection to the form. You said three phase transformer set. I

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don't know what that means. That is not what he said.
MR. PARASHES: That's fair. Let me withdraw that.
Q. Did you say that the three phase transformer was damaged and leaning?
A. The three phase set was connected to the pole and leaning.
Q. The three phase transformer consists of a set of three cans, doesn't it?
A. It is three transformers.
Q. Right. People call them cans? If you look at them from the ground and you look up, don't you see three things that look like a bucket or a can?
A. I guess.
Q. Have you ever heard a guy call them cans?
A. I don't, but yes.
Q. This componentry that made up the three phase set, you could actually see that that needed replacement or repair? Could you tell at that point?
A. Replacement.
Q. How could you tell at that point,

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you and Mr. Shields, that it had to be replaced as opposed to if it could be fixed?
A. If it is questionable, we replace it. They test transformers.
Q. What kinds of things did you see that made you think that it has to be replaced?
A. If it is leaning, it is better off replacing them.
Q. Fine. That's the procedure; right?
A. Yes.
Q. Did you or Mr. Shields look at any of the conductors, be it a triplex, anything that was connected to the funeral home at that point?
A. I'm not sure about him. Me, no.
Q. You yourself did not?
A. No.
Q. Were you able to see at that point that the funeral home was dark?
A. I didn't look up there.
Q. Were you able to see that there were other buildings in the area that had lost power?
A. Yes.
Q. At that point that you and

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Mr. Shields are out there and you determine that the three phase transformer has to be replaced, did you also make a determination about how you were going to deal with the pole itself?
MR. TUPI: Objection to the form of the question. Again, you keep mentioning the transformer, but I haven't heard the witness say that. You are assuming things that are not in evidence.
MR. PARASHES: Let me strike that, ask that it be stricken and go back.
Q. Did I hear you say that the three phase transformer on the pole needed replacement?
A. Yes.
Q. Did I hear you say that the pole was very badly damaged?
A. Yes.
Q. Did the pole itself need to be replaced did you determine?
A. Yes.
Q. Was that something that your crew was going to do or some other people were going to do, that is, replacing the pole itself?

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A. The back shift would do it.
Q. That is your crew?
A. Not my crew. I'm not a crew leader.
Q. In order to make the repairs at that location, did the pole itself have to be replaced as part of that?
A. Yes.
Q. Were members of your crew going to do that or were other men going to do that?
A. The back shift was going to do the job.
Q. Wasn't your crew the back shift crew?
A. You keep saying my crew. I'm not a crew leader. The crew I'm on, yes.
Q. I'm sorry. When I said your crew I didn't mean like you were in charge of the crew. I meant the crew that you were a member of. Like your team. You are not the captain, but you were on the team. That's the way I meant it. I'm not trying to be tricky.
Let me put it this way. Was the crew that you were on the crew that was going to fix or replace the pole itself?
A. Yes.

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Q. So the pole had to be replaced. The three phase transformer had to be replaced. At least that is what was determined by you and Mr. Shields when you first went out there; right?
A. Yes.
Q. What happened next? What did you and Mr. Shields do after you looked and saw these things and made that determination?
A. We were still working on clearing things up.
Q. Clearing things up?
A. Yes.
Q. What does that mean?
A. Deenergizing the lines.
Q. Just the two of you?
A. Yes. There is a trouble man also.
Q. Who was the trouble man?
A. I don't remember who the trouble man was.
Q. Was he part of the crew that you were on?
A. No.
Q. He was a different person?
A. Yes.

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Q. Was he already there when you and Shields arrived?
A. Yes.
Q. What was he doing?
A. Deenergizing it from the substation.
Q. Please be patient with me, and I appreciate it. When you say he was deenergizing it from a substation, what was the "it" he was deenergizing?
A. The overhead 4,000 volt lines.
Q. Those were the lines that were connected to that pole?
A. Yes.
Q. It was that gentleman, the trouble man, who was doing that?
A. They may have been out, but he has to do something at the substation to make sure that they don't go back on.
Q. Okay. That was not your job. That wasn't Mr. Shields' job; right?
A. Yes.
Q. What did you and Mr. Shields do?
A. We went up to the top of the street and lifted the jumpers coming down to the pole.
Q. When you say we went up to the

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top -- I'm sorry if I interrupted you. Did you finish your --
A. Yes.
Q. When you say we went up to the top of the street and lifted the jumpers, where are you speaking about? Where up on the top of the street?
A. At the corner. Two sections up there is a set of jumpers there that energizes the lines.
Q. What did you do with the jumpers?
A. Take them off. That way they won't become energized.
Q. That means that what lines were not going to be energized?
A. The lines we were working.
Q. Are you talking about the lines that were connected to the three phase service?
A. Yes.
Q. What about single phase? Were any single phase lines involved?
A. Single phase is the same line.
Q. The single phase was on the same line as the three phase?
A. I believe so.

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Q. Okay. As far as jumpers, when you say jumpers can you describe what you are talking about.
A. Yes. You have a set of three wires going this way and a set of three wires going that way (indicating), and you have a wire in between that connects them. That's a jumper.
Q. You go to a different pole to do that; correct?
A. Yes.
Q. Is that the switch pole?
A. It is not a switch pole.
Q. But were you the man who disconnected or took off the jumpers?
A. Yes.
Q. At this point when you took off the jumpers had the trouble man already deenergized the 4,000 volt lines also?
A. They were deenergized.
Q. What was Mr. Shields doing when you were taking off the jumpers?
A. I'm not sure.
Q. What did you do next after you took off the jumpers?
A. Came down out of the bucket and went

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back to the broken pole.
Q. Then what happened?
A. Started doing what we could to clear things up.
Q. When you say clear things up what are you talking about?
A. Any wires laying on the ground or any hazards.
Q. Were there some wires down on the ground and some debris down there?
A. Yes.
Q. Like what please?
A. I don't remember.
Q. But you remember just in general that there were some wires down?
A. Yes.
Q. When you finished taking off the jumpers, clearing things off the ground including some wires and what have you, what happened next with you and Mr. Shields?
A. We were clearing things up waiting for the other part of our crew to get there.
Q. Had Mr. Shields phoned them to come over?
A. Yes. He told them what we needed,

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and they were getting the materials.
Q. What did he tell them to bring to your knowledge?
A. Three phase set, telephone pole, associated hardware.
Q. Anything else?
A. I'm not sure.
Q. When you say associated hardware, what does that mean?
A. Bolts, washers.
Q. Connectors?
A. Connectors.
Q. Did the other fellows arrive?
A. Yes.
Q. In a separate truck?
A. Two trucks.
Q. Did those trucks have buckets?
A. One was a bucket and one was a winch truck.
Q. What does winch truck mean?
A. It is the one that has the auger on it that drills for the pole.
Q. All the trucks are white?
A. Yes.
Q. The fellows arrived at some point?

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A. Yes.
Q. Roughly what time would you say they arrived? Using your reference that you and Mr. Shields got there roughly a little after midnight, what time did the other fellows get there?
A. I would say a little after 1.
Q. Was the trouble man still there?
A. I'm not sure.
Q. When the other fellows got there, what did they start doing? Describe please. They got there presumably with a pole, a new pole, a three phase set and related hardware; true?
A. Yes.
Q. Please describe now if you would kindly step by step as best as you can what happened.
A. We started dismantling the old pole, got the transformers down, tried to get the pole pulled out of the way.
Q. The broken pole out of the way?
A. Yes, to make room for drilling a new one.
Q. Who was in charge of doing that,

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taking the transformers down and removing the old pole?
A. I was up in the air. I believe Rick Sipe was up in the air.
Q. You and Rick were up in the pole in the air?
A. Yes.
Q. Dealing with the transformers?
A. Yes.
Q. What about the pole itself, sir?
A. Can you explain that.
Q. Yes. Was somebody involved in drilling and preparing to put up a new pole as a different task, different job?
A. We had to clean up the old one first.
Q. Get it out of the way; right?
A. Yes.
Q. Who did that?
A. That was us. We were cleaning up, taking the transformers off.
Q. In order to do that job, to remove the transformers, did you first pull the pole down or did you go up in the air with buckets or otherwise and make some disconnections?

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Just sort of if you are visualizing it in your mind like somebody taking a moving picture of it, is somebody yanking the pole down and pulling off the transformers? Is somebody going off and disconnecting the transformers and then lowering the pole? Describe it please.
A. We took them down in buckets. The bucket trucks have jibs on then.
Q. You took the transformers down using the bucket truck?
A. Yes.
Q. While the pole was still at that location?
A. Yes.
Q. Before the pole was removed?
A. Yes.
Q. Then when the transformer set was removed what was done next?
A. Cut the piece of pole down.
Q. Then what was done?
A. I believe we drilled for the new one.
Q. For the new pole?
A. (Indicating.)

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Q. Who did that job?
A. I don't remember.
Q. Was it you?
A. No.
Q. Some other crew member; right?
A. Yes.
Q. At some point was a new pole installed?
A. Yes.
Q. That new pole was going to take the new equipment; right?
A. (Indicating.)
Q. Yes?
A. Yes.
Q. That was the purpose; right?
A. Yes.
Q. Was any of the old equipment that was on the broken pole, conductors, any hardware, any componentry that was on the old pole used again or was it all being replaced?
A. The 4,000 volt lines were used again. A secondary bank was laying on the ground. It was reused later on.
Q. The 4,000-volt lines were determined to be okay?

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A. Yes.
Q. You said the secondary was laying on the ground. Which secondary are you speaking of?
A. The one that fed the department building down the street.
Q. That came down with the pole?
A. Yes.
Q. Was that secondary reusable?
A. Yes.
Q. But the three phase was not?
A. No.
Q. Correct?
A. Correct.
Q. Was the one that was reusable the single phase?
A. Yes.
Q. So you had a single phase transformer that was still usable; do I understand that?
MR. TUPI: Objection to form. Make sure you listen to his question.
Q. By the way, if you give an answer and you realize you made a mistake, please speak up and correct it. Don't hesitate to do

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that. I'm not trying to -- I just want to get the information.
You said that down on the ground was a three phase line; did I get that right?
A. Yes.
Q. That was reusable? Let's back up.
A. Explain that again.
Q. Let's back up. Maybe I'm confusing you or getting confused. If I understand you right, the 4,000-volt lines that were connected to that pole that was damaged were reusable; is that fair?
A. Yes.
Q. Let's just start from there. If I understand you, the three phase set that was attached to that pole was not reusable; correct?
A. Yes.
Q. Was there anything else that was attached to that pole, electrical componentry that was reusable?
A. The secondary bank.
Q. The secondary --
A. The secondary bank.
Q. When you say the secondary bank, is

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that for the single phase?
A. Correct.
Q. That hadn't been damaged or badly affected by the pole problem; correct?
A. No.
Q. What was the condition of the secondary bank that was single phase?
A. It was -- can you explain that.
Q. When you got there, you were able to look up at the pole and the equipment and make a determination as you explained or said to me that the three phase set had to be replaced; right?
A. Yes.
Q. Were you able to look at the secondary bank for the single phase and say that is okay?
A. Yes.
Q. By making a visual inspection; do I have that right?
A. Yes.
Q. You were able to look at the 4,000-volt lines, and you or others in the crew made a determination that they could be used; do I have that right?

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A. Yes.
Q. Okay. Was there any other componentry that could be reused that didn't have to be replaced?
A. I don't remember reusing -- we usually replace everything. I don't remember reusing a whole lot of too much else.
Q. For example, what connected the service to the funeral home? Was there a triplex?
A. Yes.
Q. What condition was that in?
A. Actually it might have been -- it was three wires, open three wires.
Q. That was a three-wire triplex?
A. Yes.
MR. TUPI: Objection to form.
MS. KUBIAK: Can we take a break?
MR. TUPI: I think you are using different terms that don't make sense together.
(Discussion held off the record.)
BY MR. PARASHES:

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Q. Mr. Novak, you have had a chance to confer with your two lawyers. Is there something you want to clarify or amend or change in your answers?
A. Not that I know of right now.
Q. I want to repeat, if you believe that you have given me an answer and you have been mistaken or confused, just please speak up and we will try to get it right; okay?
I want to go back please to try and clarify what equipment that was related to that pole was able to be reused as opposed to what had to be replaced. I apologize for repeating, but I want to get us back into this.
If I understood you right, the pole itself was shot and had to be replaced; correct?
A. Yes.
Q. The three phase set had to be replaced; correct?
A. Yes.
Q. The 4,000-volt lines did not have to be replaced; correct?
A. Yes.
Q. And the secondary bank for the

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single phase did not have to be replaced?
A. Yes.
Q. Did anything else not need to be replaced?
A. Not that I remember.
Q. If we visualize please the funeral home and the pole, can you tell me where the connections were made between the funeral home and the service that was up at that pole?
A. I don't remember exact.
Q. Well, do you know the number of lines that went to the funeral home mastheads?
A. I believe six.
Q. Three single phase and three three phase?
A. Yes.
Q. Okay. Now to the best of your memory, were any of those six lines damaged at the point that you observed or saw the pole?
A. I wasn't looking at them at that time.
Q. In the course of doing the job before the accident happened, in the course of doing the job, did you learn from any other person on the crew or any way at all that one

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or more lines to the funeral home were somewhat damaged?
A. We replaced the secondary.
Q. I'm sorry?
A. We replaced the service.
Q. Which service?
A. The single phase.
Q. Okay, at the funeral home?
A. Yes.
Q. You wouldn't have done that unless there was some damage to it; right?
A. Either that or sometimes it is easier. If there is one wire coming down, I'm not sure. Tim knows.
Q. It was either because it was damaged or it was more practical to do it that way; is that fair?
A. Yes.
Q. Who was the person or who were the persons who dealt with making any repairs over at the funeral home location?
A. That would be Bob Pierce.
Q. Just Bob?
A. I believe Brandon helped him, but, like I say, I wasn't on that end. I was doing

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my thing.
Q. Okay. Now at some point the pole, the new pole was installed; correct?
A. Yes.
Q. At some point the equipment that was going to replace the three phase set was put up there; correct?
A. Yes.
Q. What size were those cans, by the way; do you remember?
A. No.
Q. If I said 37.5, does that ring a bell?
A. Either 25's or 37's. I'm not sure.
Q. Were they replaced with the same size that had been there before?
A. I'm not sure.
Q. Please help me understand. Between the people working over at the funeral home to deal with the single phase connections that had to be dealt with there and you over at the pole, was there some coordination like with a telephone? How did you know who was doing what and how to work with each other?
A. It was close enough if you yelled

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you could hear.
Q. Because at some point there was an effort made to reinstate service to the funeral home; true?
A. Yes.
Q. So that they would have juice, power, energy; right?
A. Yes.
Q. That required work by you up on the pole and work by Bob Pierce and whoever was helping him over at the funeral home by the mastheads; right?
A. Yes.
Q. He was over there in a bucket truck; correct?
A. I'm not sure if he got the bucket up there or he used a ladder.
Q. But he was over at the funeral home by the mastheads; correct?
A. Yes.
Q. At that point that he was over there, before he started to do anything, before he started to do anything, had those single phase conductors been cut or removed over in the vicinity of the pole?

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A. Yes.
Q. They had been attached to a secondary bus, hadn't they?
A. A bank.
Q. Or a bank?
A. At one point, yes.
Q. What do you mean at one point? At what point?
A. When the pole was up in the air.
Q. When the pole was functional?
A. Yes.
Q. When the pole was doing its job, those three conductors from the single phase service over at the funeral home were being tapped off of a secondary bank running off that pole; right?
A. Yes.
Q. But when the pole was damaged were they still attached when you guys arrived or had they been severed by the accident or did somebody have to cut them? That's what I'm trying to get at, you see.
A. I believe they were severed. Yes, they were severed.
Q. From the accident?

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A. Yes.
Q. What about the three phase wires? Were they still intact?
A. No.
Q. Those were also severed?
A. Yes.
Q. From what you heard or learned, the three phase equipment over at the funeral home was okay but the single phase was not; correct?
In other words, the single phase equipment at the funeral home is what needed attention by Bob Pierce, not the three phase; correct?
A. No. I didn't get to the three phase yet.
Q. We are just dealing with -- but the single phase needed attention?
MR. TUPI: Objection to the form of the question. It is vague.
Q. Did the work at the funeral home to reinstate service begin with work on the single phase?
A. Yes.
Q. Would you please as best you can

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just please walk me through what was done.
A. Step it off and take a wire off the truck.
Q. Come again?
A. Step it off for distance and take the wire off the truck.
Q. When you say step it off, you get the distance so you knew how much length?
A. Yes.
Q. So one fellow would hold it over by the funeral home, and the other fellow would hold it over near the truck so you would figure out how much length you needed?
A. Yes.
Q. That would be done with one wire, and then you could do all three the same; right?
A. The triplex has three together.
Q. And it was a triplex that was connected there; right?
A. Yes.
Q. In other words, there was a triplex running to the funeral home?
A. That is what we put up, a triplex.
Q. I'm with you. When you put a

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triplex up, were you replacing a triplex or was the previous wiring not a triplex?
A. The previous wiring was three separate wires.
Q. You fellows decided to use the option of a triplex to replace it; correct?
A. Yes.
Q. And a triplex, you can do it either way; right? You often can use a triplex or you can use three separate wires; isn't that correct?
A. Yes.
Q. What determines the choice?
A. All the new wires are triplex.
Q. So the wire that was up there then at the funeral home before the replacement would have then been older; correct?
A. Yes.
Q. Okay, so you measured the distance from the funeral home over to the pole. You described that. What did you fellows do next to reinstate service?
A. Bob put his end together. He put his end up.
Q. I'm sorry. Bob put his end up?

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A. Yes.
Q. Again, we are just dealing with single phase; correct, sir?
A. Yes.
Q. As best you know, what did Bob do over there?
A. That was his end. It was dark. I don't know.
Q. But while Bob was doing his end, what were you doing, Mr. Novak?
A. I was still building on a pole putting fixtures up.
Q. Waiting?
A. I don't remember exactly what I was doing. You keep busy.
Q. But you were preparing to eventually coordinate with Bob, weren't you?
A. Yes.
Q. What were you going to eventually do in conjunction with Bob?
A. Hook up the triplex.
Q. To what?
A. To the bank, the secondary bank.
Q. To the secondary bank of the which phase?

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A. Single phase transformer.
Q. At some point did you get a shout or a call or something that told you that Bob was ready for you to do that?
A. Yes.
Q. As best as you can tell me, what did he say? Ready or what was the signal?
A. Hook your end up. Go ahead, hook your end up.
Q. Okay. You were now up on the pole; is that right?
A. In the bucket.
Q. You were up there? I mean, you were elevated listening and watching; right?
A. Yes.
Q. When Bob shouted that, what did you do specifically please?
A. Brought the wire up with the rope.
Q. You have to go a little slower. I am having a little trouble hearing you.
A. Brought the wire up with the rope.
Q. You used the rope to bring the triplex up?
A. Yes.
Q. Okay.

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A. Connect it on to the bank.
Q. All right. Now the triplex terminates or at the end of the triplex where you are making the connection you have three separate strands; right?
A. Yes.
Q. That consists of two hot legs and a neutral; correct?
A. Yes.
Q. Walk me through it please nice and slowly what you did to hook up please.
A. Hook the neutral on to the wedge grip and tape it up and then make the connections.
Q. For the neutral?
A. Tape up so the triplex doesn't fall apart. It comes in three stands. Tap the neutral on, put the connector on the neutral.
Q. So you put the connector on the neutral. In other words, you took the triplex neutral strand and you connected it to the neutral point on the secondary?
A. Yes.
Q. Then you used a connector; right? A bug or do you call it a connector?

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A. PG.
Q. You taped it?
A. Yes.
Q. You did that one?
A. Yes.
Q. So far any trouble?
A. No.
Q. What next?
A. Put the connectors on and did the two hot legs.
Q. You put the connectors on the two hot legs and then you did one at a time; right?
A. Yes.
Q. When you did the first of the two hot legs did you notice any sparks?
A. One of them sparked. That might have been the first one. I'm not sure.
Q. Some people call sparks spit, don't they?
A. Yes.
Q. One of them did some spitting, but you are not sure you remember which of the two; fair?
A. Yes.
Q. Then did you actually get all three

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connected?
A. Yes.
Q. Had you managed to get all three bugs or all three connectors fully taped?
A. Yes.
Q. So now if I get it, you have tapped on to the single phase secondary with your neutral and your two hot legs from the triplex and you have taped them. The only thing you have noticed so far is some spit or some sparks on one of the two hot legs?
A. Yes, which is common.
Q. Which didn't distress you or worry you; right?
A. Yes.
Q. What happened next?
A. I came down to get connectors for the three phase set.
Q. Off the pole?
A. I came down out of the bucket, down to the ground level.
Q. With the intention of getting connectors to now work on the three phase?
A. Yes.
Q. Then what happened next?

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A. I was waiting for him to get the connectors, and I noticed an orange glow up in the window.
Q. You noticed an orange glow at the window of the funeral home?
A. Yes.
Q. Before that point had anybody shouted or screamed or asked you to do anything to cut off the power?
A. No.
Q. You are sure about that?
A. Rephrase.
Q. Before you got off that pole in order to get the connectors for the three phase, are you sure that nobody shouted or screamed for you to cut the power?
A. Not that I know of.
Q. When you saw the glow what did you do next?
A. Went up and cut the power.
Q. What was Bob Pierce doing?
A. I'm not sure.
Q. Approximately how long was it after you made those, after you finished taping those three strands, conductors from the triplex to

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the secondary bus, how long was it before you saw that glow in the funeral home or how soon after that?
A. I'm not sure, a few minutes.
Q. When you say a few minutes, does that mean like roughly three or four minutes?
MR. TUPI: Objection to form. Don't guess.
Q. What do you mean by a few minutes?
MR. TUPI: Hold on. Let me state my objection. You said roughly, and he is asking you for more detail. If you don't remember, don't be guessing.
A. I'm not sure.
Q. Let's do it this way. You said you weren't sure but a few minutes. That is what I heard you say. Is that right?
A. Yes.
Q. In your mind when you said a few minutes, did you mean something less than five?
A. Yes.
Q. Where was it that you saw the glow as best as you can remember?
A. The top floor.
Q. Up until that time had everything

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looked okay?
A. I wasn't paying any attention.
MR. PARASHES: We can take a break now if you like.
(At this juncture, a luncheon recess was taken.)
BY MR. PARASHES:
Q. We are back on the record. Mr. Novak, I want to pick up the questioning with some focus on the fire.
If I understood you right, the first time you became aware that there was a fire was when you came down from the pole and looked up toward the funeral home and saw a glow at the third floor in the window. Do I have that right?
A. Yes.
Q. When you saw that glow, was it coming out of one window, multiple windows or what?
A. I don't remember. There might not have been other windows. I just remember seeing a glow in a window up there.
Q. After you saw a glow, did you eventually see smoke later?

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A. Yes.
Q. When you first saw the glow, did you see smoke also or just a glow?
A. I don't remember.
Q. When you first saw the glow did you actually see what you recognized as flames?
A. No. It was just orangeish.
Q. How long did it take you to come down off the pole in the bucket after you had made the connections to the secondary before you saw the glow?
A. Less than five minutes. It doesn't take long to get down.
Q. To get down the bucket? You can't give me an estimate? Does it come straight down? How does the bucket bring you down?
MR. TUPI: Objection to the form of the question. There are at least three questions.
Q. Strike that. Does the bucket bring you directly down or do you come down like in little steps?
A. It splits in the middle like a V.
Q. What do you do in the middle?
A. Bring the top part of it down.

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Q. To come down off the top of a pole as you were on that day, typically what is the time it takes to get all the way down in the bucket? How fast can you do it typically?
A. I guess 20 seconds maybe. I never timed it. I don't know for sure.
MR. TUPI: Don't guess, Mr. Novak.
A. Sorry.
Q. Are you talking about seconds or minutes to get from the top of the pole down to the ground in the bucket?
A. Less than a minute.
Q. When you got down on the ground, how soon was it that you looked up and saw the glow?
A. Within a couple minutes, two minutes.
Q. Did you get down in the bucket after you finished taping the last connector?
A. Explain.
Q. After you finished taping the third connector up at the pole, did you then directly go down in the bucket or did you do something else first?

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A. No. I came down in the bucket.
Q. If we go back to your making the connections up at the pole, please, you said you did the neutral first; correct?
A. Yes.
Q. From the point of putting the connector on the secondary and then taping it and completing that, how long approximately would that take?
MR. TUPI: Which? Taping the neutral?
MR. PARASHES: Yes. I'm sorry. The neutral.
A. Three minutes.
Q. Would it take the same amount of time for each of the hot legs or something different?
A. Same amount of time.
Q. I'm sure those are approximations; right?
A. Yes.
Q. When you were up working at the pole making the connections, did you have your back to the funeral home or were you able to be facing it where you could see where Bob was and

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see the funeral home?
A. The funeral home was to my right.
Q. Could you see it from where you were without having to turn your head around? Was it in your line of vision, in other words?
A. I would have to turn my head some.
Q. When you saw that glow, did you in your own mind figure out what that was?
A. I wasn't sure at first.
Q. So what did you do when you first saw the glow other than see it?
A. I alerted the crew leader.
Q. Being who? Which one?
A. Tim Shields.
Q. What did you say?
A. There is an orange light in the window up there.
Q. What did Tim say, if anything?
A. Go up and cut the service.
Q. By the way, where was Tim when you told him that?
A. He was in the back of the truck.
Q. Where was that in relation to the pole that you were working on?
A. The pole was in front of me.

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Q. I mean, was it a few feet away or was he half a block away? I'm trying to get some perspective as to how close Tim was in the truck to where the pole was.
A. He was right underneath the bucket. He was the one giving me the connectors.
Q. We are talking about that truck, the truck in which you had the bucket?
A. Yes.
Q. So he was directly underneath you when you were up on the pole?
A. Yes.
Q. When you got down off the pole, he was right nearby you within a few feet probably; right?
A. Yes. I don't get out of the bucket.
Q. Right, but still, the bucket came down next to the truck; correct?
A. Correct.
Q. So you two were close by is what I'm driving at? He wasn't in another truck half a block away or anything.
Did you shout to him or did you get out of the bucket when you saw the glow? Let me just get this straight. Were you in the

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bucket when you saw the glow or had you gotten out of the bucket?
A. I was in the bucket.
Q. You were still in the bucket, but the bucket had come down?
A. Yes.
Q. So the bucket had come down. You hadn't gotten out of it yet. You saw the glow. Then did you shout to Tim or did you speak to him?
A. I spoke to him. He was close enough.
Q. Just as best as you remember what did you say? There is a glow up there or something like that?
MR. TUPI: Objection; asked and answered. Virtually every question you have asked today you have asked more than once. We have another witness waiting outside. Let's ask the question once and accept the witness' answer and move on.
MR. PARASHES: I will try to do it as best as I can. I am not doing that intentionally. I may not remember.
BY MR. PARASHES:

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Q. What happened after Tim said to you to cut it? What did you do next?
A. Went up in the bucket. I was in the bucket. I went up and cut the wires.
Q. Which ones specifically did you cut?
A. The two hot ones.
Q. What about the neutral?
A. I don't remember if I cut that or not.
Q. Is there a reason why you would cut two hot ones but not the neutral?
A. Can you explain that.
Q. You said you cut the two hot ones. You said if I heard you right you don't know if you cut the neutral; correct?
A. Correct.
Q. If you did not cut the neutral, is it because you forgot to do it or because it wasn't necessary or for some other reason?
MR. TUPI: If you remember.
A. I don't remember.
Q. Is there a procedure when you want to cut service, when you want to cut the flow of power, as to what you need to cut in order to accomplish that?

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A. Cut the hot legs first.
Q. If the neutral is still attached, what effect does that have if you cut the hot legs but the neutral is still attached?
A. If there is any problems on the inside, we give a place for the electricity to go.
Q. The neutral would give a place for the electricity to go?
A. Yes.
Q. Is it a preferred practice to cut the neutral?
A. Not usually.
Q. Is there any danger that you know of in leaving the neutral connected under circumstances such as this?
A. Can you explain that.
Q. Do you have any knowledge that there is any problem in leaving the neutral connected?
A. I'm not sure. Not that I know of, but I'm not sure.
Q. When you cut at least the two hot legs, did that accomplish the discontinuation of service to the funeral home to your

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knowledge?
A. Yes.
Q. What happened after you did that? Again, you have told me you are not sure if you cut the neutral or not. I accept that. You definitely do remember cutting the two hot legs. After you did that, what happened at the funeral home next?
A. We got down as quick as we could.
Q. Down the bucket?
A. Yes.
Q. And did what next, sir?
A. Moved the bucket to make room.
Q. To make room for what?
A. Fire trucks.
Q. Did somebody call the fire department?
A. Somebody did.
Q. Do you know who did?
A. No.
Q. At the point when you first saw that glow, where was Bob Pierce?
A. I'm not sure.
Q. Did you ever talk to him about this after it happened out of interest or to get

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information?
MR. TUPI: You mean to ask where he was?
MR. PARASHES: No.
Q. Did you ever talk to him, have a conversation about the event?
A. Yeah. I'm not sure where he was at though.
Q. All I'm trying to ask you is after the fire happened at the funeral home and you guys were still on the site, at some point did Bob Pierce and the other man that you referred to who may have been with him come back down over to where you were on Forward Avenue?
A. Yes.
Q. Did you speak with Bob Pierce and ask him anything, what happened or say anything?
A. We didn't know what happened.
Q. I'm just asking you, did you speak with him and ask him if he saw anything or if he knew what happened?
A. I can't talk for him, but as far as I know, neither one of us knows what happened.
Q. I'm just trying to ask you what Bob

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Pierce said to you, if anything, when he got back down.
A. He never said nothing to me.
Q. No comment at all what about he saw or what happened at the funeral home?
A. I don't remember.
Q. Did you ask him anything about what he saw or what he knew might have happened over there out of interest?
A. I don't remember asking him specifically what happened. Neither one of us knows.
Q. I understand. You have told me that.
A. This was a very typical job. I have tapped hundreds of services before. This was nothing out of the ordinary.
Q. You haven't had a fire like this before, have you?
A. Exactly. That is what I said. This was out of the ordinary for this to happen on a service. We don't know what happened.
Q. But this was an out of the ordinary event, wasn't it?
A. Yes, it was.

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Q. As a man who was doing his job, were you interested in understanding what happened?
A. Of course.
Q. Well, did you ask any of the fellows what they may have saw or learned or understood?
A. They don't know.
Q. Did you ask them? All I'm trying to ask you is did you ask him, like, hey, Bob, what happened over there? Did you see any sparks or, Bob, did you hear anything or, Bob, do you have any idea what happened, anything like that?
A. I would imagine. I don't remember asking him that. I'm sure I did because it is, like you said, it would be common, but I don't remember asking him.
Q. Okay. Did he or anybody ask you at the point that Bob got back? Did he ask you any questions?
A. I don't remember him asking me anything specific.
Q. How about generally?
A. If he asked me what happened, it is like I don't know.

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Q. Did he or any other members of the crew including Mr. Shields ask you what you had done up at the pole?
A. They were watching me.
Q. But did they specifically ask you any questions about what you had done up at the pole?
A. Not specifically because they were watching me tap the thing on.
Q. Was Mr. Shields watching you too? I thought he was in the truck.
A. He was at the back of the truck. He is never in the truck. A crew leader doesn't sit in a truck.
Q. I didn't know that. He was in the open cab?
A. He was in the back of the truck overseeing things and getting material.
Q. Do you know whether Mr. Shields was watching you when you were tapping?
A. I don't know for a fact, no.
Q. All I want to know is did Mr. Shields ask you any questions about where you tapped or what you did up there?
A. Not that I remember.

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Q. What about Bob Pierce? Could Bob Pierce see what you were doing over from where he was?
A. No.
Q. And you couldn't see what he was doing specifically from where you were, could you?
A. No.
Q. You could hear each other, though, if you shouted; right?
A. Yes.
Q. Did any other crew member, any crew member at all before the fire department arrived ask you anything about what you had done up at the pole?
A. The other crew was up there getting ready to put the jumpers back on, so the one truck wasn't there.
(Discussion held off the record.)
Q. Your counsel has spoken to you. Do you want to clarify anything?
A. Can you repeat the question.
Q. Yes. Did any other crew member ask you any questions about what you had done up at

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the pole before the fire department arrived?
A. No.
Q. Do you have an estimate from your own memory as to what time it was that you first saw that glow?
A. I'm not sure.
Q. Can you make any estimate at all like within roughly around a certain hour or time at all?
MR. TUPI: Objection. You are inviting the witness to guess.
MR. PARASHES: I don't want you to guess.
MR. TUPI: Your last question asked him for an estimate, and he said he couldn't give you one. Now you are asking --
MR. PARASHES: He didn't say that. Let's read it back. He didn't say he couldn't give me an answer.
MR. TUPI: He said he wasn't sure.
MR. PARASHES: Let's read back what he said specifically. I think my memory is -- let's read it back.
(The reporter read back from

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the record as requested.)
BY MR. PARASHES:
Q. Are you saying you are not sure you have an estimate or you are not sure of the time?
A. I'm not sure of the time.
Q. But my question is -- I'm not asking you for certitude. I'm just asking you if you can give me an estimate. If the answer is no, just say it.
A. No.
Q. Okay. Did you ever learn who phoned the fire department first?
A. No.
Q. Do you know if it was a Duquesne Light person? Do you know that much?
A. No.
Q. Roughly how long after you saw the glow, Mr. Novak, did the fire department arrive on the scene?
A. 15 minutes. 10 minutes maybe. 15 minutes.
Q. At the point -- and, again, that is an approximation, isn't it?
A. Yes.

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Q. At the point that they arrived, can you describe what the fire condition was then, how it looked?
A. Fully engulfed.
Q. If we go to 7 a.m., just please use the time 7 a.m. Saturday morning please, January 10. Can you tell me how many hours you had been working by that time?
A. 16.
Q. That is because this was a special condition that you fellows had to deal with near the end of your shift?
A. It was a trouble job.
Q. It is what they call a trouble job?
A. Yes.
Q. Are there any to your knowledge special rules or procedures about how many hours you are allowed to work?
A. No.
Q. Just so I get it straight, Friday night, or I shouldn't say night, Friday, what time did you actually report in for work again?
A. 3 p.m. Friday afternoon.
Q. At the time that you saw the glow, as best you remember what was the condition

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relative to any snow? Was there any snowfall at all or not at that time?
A. I don't remember if it was snowing at that time.
Q. Regardless of what time it was, sir, that you saw the glow, can you describe the degree of light that was out there?
A. It was still dark.
Q. At the point that you saw the glow, were other buildings that had been affected by the accident, by the pole damage, were they reinstated with service or was this going to be the first one?
A. They were reinstated already. They were reinstated.
Q. Were there others yet to do after Hirsch or was this going to be the last one?
A. That was the last one.
Q. If the single phase connections had been made without any incident with Bob Pierce over at the building and you up at the pole, if that had happened without any incident, what was going to happen next in the sequence of events to reinstate service over at the funeral home?

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A. Reconnect the three phase.
Q. When you came down the pole on your bucket as you have described, before you saw the glow what was your intention? What were you going to be doing next?
A. Getting connectors to connect the three phase.
Q. That is like a form of hardware that you would need; right?
A. Correct.
Q. Is there a reason why the single phase was done before the three phase?
A. I'm not sure.
Q. Do you know if it would make any difference if you had done the three phase first? Assuming that we didn't have an accident here, okay, a fire, just in the normal course of things would it make any difference, Mr. Novak, if you connected the three phase first versus the single phase first?
A. It wouldn't make any difference.
Q. But as far as the three phase was concerned, to your knowledge were there any problems over at the funeral home connections with respect to the three phase itself?

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A. I wasn't over there.
Q. You don't know?
A. No.
Q. You mentioned that you took some jumpers off when you first got to the area of the pole earlier. Do you remember that?
A. Yes.
Q. Can you tell me which pole those jumpers were that you took off?
A. Not for sure. Up near the intersection.
Q. Was it for the three 329 circuit that you did that?
A. I'm not sure if that was the circuit it was on or not. It was a 4 KV circuit.
Q. It was a 4 KV circuit?
A. Yes.
Q. Okay. Before you worked with Bob Pierce to try to install that triplex, what had been done with those older three separate wires or conductors that had come up to the secondary for the single phase?
A. I think they were cut down.
Q. When you say they were cut, you mean specifically purposely cut down for preparation

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to make reinstatement or cut down when the vehicle hit the pole as being sheared off?
A. One was broken and the other two were cut.
Q. Cut as part of the repair process?
A. Yes.
Q. Who was the person who made the cuts?
A. It was probably me.
Q. Do I take that to mean --
A. Yes, it was me.
Q. The one broken one, would that be called a point, a broken point?
A. I don't know what you mean.
Q. One of the three conductors was broken though. Do you remember where it was broken, between the pole and the funeral home where the break was, sir?
A. No.
Q. Was it actually seen dangling off the pole or sitting on the ground or what, the broken one?
A. I don't remember. The longer part was on the ground.
Q. That is fair enough. When you cut

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the lines in order to deenergize, you told me that you are not sure you did the neutral. You told me that. Between the two hot legs, do you know which of the two you did first?
MR. TUPI: Objection to the form of the question. Would you read that back please.
(The reporter read back from the record as requested.)
A. I'm not sure which hot leg I cut first.
Q. Would it make any difference?
A. No.
Q. When you made the cuts was there any spitting observed by you?
A. I didn't notice any.
Q. When you went up and made the cuts, were you up at the pole alone?
A. Yes.
Q. Will that bucket hold two people or just one?
A. Just one.
Q. You told us about Mr. Pierce and another man whose name I forgot being over at the funeral home, a crew leader. I'm drawing a

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blank here. What was your crew leader's name that was in the truck?
MR. TUPI: Objection to the form. Hard to understand. First you were talking about the roof, and then you were talking about the truck.
Q. Shields. Other than Mr. Shields and Mr. Pierce and you, the three of you, can you tell us where any other crew members were located as of the time that you finished making your connections up at the pole? I'm talking immediately before the fire.
A. I'm not sure where Brandon was at. The other truck was at the other jumper pole.
Q. Where was the other jumper pole?
A. That was the one I originally killed or deenergized.
Q. Was that on Forward Avenue or was it a different street to your memory?
A. It was probably two poles up. It might have been a street that crosses it.
Q. Was it two poles up going toward the direction of the funeral home or going away from the direction?
A. Away from.

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Q. So as you are facing the funeral home it would be behind you?
MR. TUPI: It depends on where you are facing the funeral home.
MR. PARASHES: That's fair.
Q. If you were to stand at the pole that was damaged with your back to the pole that was damaged; okay?
MR. TUPI: That could be 360 degrees.
Q. Facing toward the funeral home, would the pole with the jumper be behind or in front?
A. Behind.
Q. When the fire department came out, did anybody from the fire department speak with you?
A. No.
Q. Did anybody from the police department speak with you?
A. No.
Q. Did anybody from the police department to your knowledge request to speak with you?
A. No.

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Q. When the fire department arrived, while they were working on finding the fire, what did you and the other crew members do, sir?
A. We sat in the truck.
Q. All of you together in one truck?
A. Separate trucks.
Q. Is there a man named Don Lewis that you know of?
A. Yes.
Q. Who is he?
A. He is a back shift foreman.
Q. Was he at the site before the fire?
A. Yes.
Q. When did he arrive there?
A. Shortly after we arrived.
Q. So was he there before you made the connection up at the pole?
A. Yes.
Q. But he is not a member of the crew itself?
A. He was around, but he wasn't there, standing there.
Q. Can you explain what you mean by he was around but not standing there?

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A. I mean, he was in the vicinity, but I didn't see him most of the night. He helped set up the signs and blocked the street off.
Q. Had you seen him part of the evening from time to time?
A. I was up in the air. I don't remember seeing him a whole lot because I'm up in the air. I'm doing my thing. He was on the ground. He was in the vicinity because he is ultimately our boss.
Q. He would be the boss over Mr. Shields?
A. Yes.
Q. I got it. His work would be on the ground? I'm talking about Mr. Lewis.
A. Yes.
Q. At some point after you saw that glow, did Mr. Lewis come and ask you any questions?
A. No.
Q. Did anybody from Duquesne Light come and ask you any questions while you were still at the site of the accident?
A. No.
Q. Mr. Shields didn't ask you

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questions?
A. Not that I remember.
Q. At some point later, whether it was later that day, the next day or any time, were you asked by anyone to give information about what happened?
A. Not that I remember.
Q. After you made the cuts that you have described up at the single phase to disconnect the service and the fire was in progress, did anybody from Duquesne Light to your knowledge go up and look at the conditions up at the pole where those connections had been made and then cut?
A. Not that I know of.
Q. Do you know if any investigation was done by anybody or any people, pleural, at Duquesne Light about this event?
A. That is not my department. I'm not sure.
Q. All right, but were you ever asked to prepare any kind of a report or fill out any paperwork or make any kind of a statement, anything like that at all concerning what you knew and what you did?

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A. No.
Q. How long did you stay at the site where the fire was before you finally left the area? I mean approximately.
A. Maybe 8:00, a little after 8 maybe.
Q. Between the time that the fire department first arrived and the time that you left, what were you doing?
A. Sitting in the truck.
Q. Who was sitting in the truck with you that you remember?
A. Tim Shields.
Q. Anybody else?
A. No.
Q. At some point you told us approximately when you left; correct?
A. Yes. As far as I remember, around 8, 8:30.
Q. Did somebody say to you, Brian, you can go now? How did you know that it was time to go?
A. Because the back shift was there all night, and we had relief coming.
Q. Was the relief a different crew of fellows?

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A. Yes.
Q. Do you know what their purpose was and what they were going to do?
A. No.
Q. Did you yourself have anything else to do with that service after that with that pole, with anything pertaining to that?
A. Just the three phase set that we hooked up. That was the last thing.
Q. When was the three phase set hooked up, sir?
A. That's what should have been hooked up, but it was never hooked up and connected.
Q. Let me make sure we understand each other. If I didn't make it clear, let me rephrase it. When the fire happened, the three phase had not yet been hooked up; true?
A. It was hooked up, tested and then deenergized.
Q. Had it been hooked up or connected yet to the Hirsch Funeral Home?
A. No.
Q. The intention was to do that later in the process; correct?
A. Yes.

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Q. If the fire hadn't happened, you would have done that?
A. Yes.
Q. Did you ever come back to do it or did anybody else do it?
A. No.
Q. Of course the funeral home was destroyed; right?
A. Yes.
Q. You are aware of that. Do you know what work or what activity was done up at that pole after the fire after you left?
A. No.
Q. Would the wires and the connectors be left the way they were when you departed in the normal course of things or would they require some attention later on?
A. I'm not sure.
Q. The shift that came after you, do you know who the crew leader was?
A. No.
Q. Did you speak to any of the fellows?
A. No.
Q. Do you know what it was that they were going to do after you left?

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A. No.
Q. Do you know why there was any need for another crew to come in?
A. The fire company had to have lines deenergized to get their boom up, so the second crew has to reenergize the lines eventually.
Q. Of course there was potentially damage done to lines by the fire too; right?
A. Not the main lines.
Q. Not at the pole?
A. No.
Q. At the funeral home, those lines, do you know whether they were damaged by fire in the course of all this?
A. I'm not sure.
Q. Do you know a man named Bob Felix?
A. No.
Q. Can you tell me what the secondary voltage of the three phase transformer bank was?
A. I don't remember.
Q. Let me just ask you if any of these refresh your memory. If they do, fine. If they don't, that's fine. 120/208, 277/480, 265/460?

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A. I'm not sure.
Q. What about the single phase voltage? Do you know what that was?
A. Yes.
Q. What was it please?
A. It was 120/240.
Q. 120/240?
A. Yes.
Q. What was the size and KVA of the transformers that were damaged in the accident by the pole getting hit?
A. I'm not sure.
Q. Do the poles all have numbers designating them?
A. Supposed to.
Q. As far as you know, did the pole that you were dealing with that was damaged have a number?
A. I'm not sure if there was a number on it or not.
Q. Is the number usually on some sort of a plate or something or what?
A. Yes.
Q. You just don't remember one way or the other?

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A. No.
Q. In terms of the single phase service, the pole that had the single phase transformer, do you know where that was in relation to the pole that had the three phase set?
A. It was towards the funeral home.
Q. Going in that direction so that if you had -- again, if you had your back to the pole and you were facing the funeral home, it was in that direction?
A. Correct.
Q. Do you remember what the size was of -- I think I asked you this before in terms of KVA of each can. You don't remember; correct?
A. No.
Q. What about the conductors for the secondary single phase bus? Can you tell me the size of them in terms of OTs?
A. 4 OT copper.
Q. 4 OT copper each? What about the conductors for the three phase secondary bus in terms of OT?
A. I don't remember.

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Q. I want to show you a few things in this book and ask you some questions about them. There are some photographs in that book, and I would ask you to please go to the one that is marked MW 3-12.

MR. TUPI: I see MW 3. I don't see MW 3-12.

MR. PARASHES: MW 12. I don't know why I said 3. MW 12. I apologize. We will mark it Novak 1.

(Novak Exhibit No. 1 was marked for identification.)

Q. Looking at that, do you see the pole closest to that red sign that says Believe on it?

A. Yes.

Q. Do you notice here that there appears to be some damaged item leaning against it?

A. Yes.

Q. Is that the pole that had been damaged by the motor vehicle?

A. I would say so.

Q. If we move toward the highway signs, the green highway signs that we see in the

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foreground there, if we move in that direction and come to the very next pole, can you tell me, is that a switch pole or a single phase pole or what? Do you know? Just so you know, I'm talking about this one right here (indicating).

A. It is a three phase pole.

Q. The pole that was damaged was also a three phase pole; correct?

A. It had three phases on it, yes.

Q. What about the last pole that we can see after this pole here (indicating) that I'm touching? Do you know what is on that pole? Specifically I want to ask you do you see a transformer on it?

A. Yes, I see a transformer.

Q. Is this the transformer for the single phase?

A. Yes.

Q. Can we just for simplicity, this pole is the replaced pole; is that fair?

A. Yes.

Q. Can I just write replaced pole with an arrow (indicating)? This pole down here (indicating) is a pole that has a single phase

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transformer?

A. Yes.

Q. The one in between you believe has a three phase transformer? If you don't know, just tell me.

A. No, it doesn't have a three phase transformer.

Q. What kind of a pole is that?

A. It is a terminal pole.

Q. What purpose does that serve, the terminal pole?

A. It feeds the overhead wires.

Q. The subject pole that was replaced is the one that had the three phase set that you were describing before that you would have had to replace on there; correct?

A. Yes.

Q. The way we see it in there is after it had been replaced and set upright again; correct?

A. Yes.

Q. With the thing that is on the side as a remnant of the old pole that was destroyed by the vehicle?

A. Yes.

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Q. Do you know what kind of a vehicle hit that pole?

A. No.

Q. Can you move back a few. Actually, just go to the -- we don't need that. That's fine. Let's go to MW 7. We will mark that Exhibit 2.

(Novak Exhibit No. 2 was marked for identification.)

Q. Looking at this photograph, does this look like the pole that we have been talking about today after it was reinstalled?

A. Yes.

Q. Do you see one of the cans says 37.5 on it?

A. Yes.

Q. What does that mean to you?

A. 37.5 KV transformer.

Q. Does that refresh your memory about what kind of transformers were up there?

A. It is probably 37's.

MR. TUPI: Please don't guess. If you don't know, you have to tell him you don't know.

A. I'm not sure.

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Q. Please look at this with me. I don't want -- let me just lean over a little bit. Do you see these two wires that I'm touching with my pencil?
A. Yes.
Q. Can you tell me please what they are.
A. They are hot wires.
Q. Are these the hot wires for what, sir?
A. The triplex.
Q. The triplex pertaining to what?
A. The secondary.
Q. And connecting to the funeral home or to some other place?
A. I can't see the other side. I don't know.
Q. Are those two hot wires cut or just not yet attached? Can you tell?
A. Cut.
Q. When you cut the two hot legs as you testified before, where did you make the cut?
A. At the back.
Q. After you cut them, how did they look in comparison to what we see this in this

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photograph?
A. Like you see them.
Q. They look like what we see in this photograph?
A. Yes.
Q. Do you see anything that in your mind is the neutral strand?
A. Yes, this wire (indicating).
Q. Why don't we do this so that we will quickly if you don't mind -- each of these are hot legs; correct?
A. Yes.
Q. This (indicating) is neutral, sir?
A. Yes.
Q. Can you tell from looking at this whether that neutral still is connected or not?
A. It is connected.
Q. Do you see the three spools over here (indicating) that I'm pointing to?
A. Yes.
Q. Do you know what those spools were for?
A. Insulate the secondary bank.
Q. The secondary bank for the three phase?

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A. Single phase.
Q. For the single phase, okay. So these spools, if I label these spools, is that fair, or would you call them something else?
MR. TUPI: What do you call them?
Q. What do you call them?
A. Those are 611s.
Q. Is that what you call 611s?
A. You can call them spools. Call them spools. Insulators.
Q. Okay. What I will do is I will put down spools, and then in parentheses I will put down 611s, insulators; okay? I hope it is neat enough.
To your knowledge, they were for the connection of the single phase?
A. Yes.
Q. Where were the connection points I should say for the three phase?
A. Underneath that.
Q. Are those points shown in the photograph or not?
A. Yes.
Q. Would you point with your finger

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please or the pencil, whatever?
A. (Indicating.)
Q. Here (indicating)?
A. Yes.
Q. Do you call those insulators or spools also?
A. Yes.
Q. I am having a little trouble seeing them. I can't see them.
A. (Indicating.)
MR. TUPI: Are the insulators there? Can you see them?
THE WITNESS: Yes.
Q. Can you just point with this pencil, please, and I will look as best I can where the three are.
A. One there, one there, one there (indicating).
Q. Okay. These are insulators, yes, or spools?
A. Yes.
Q. And these were for the three phase?
A. Yes.
Q. If we look at these cut legs and at the neutral strand that we have labeled, can

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you help me follow and see where that neutral is attached?
MR. TUPI: I think he already told you that.
MR. PARASHES: No, he didn't. I want to see where the connector is.
MR. TUPI: Do you understand his question?
A. Right there (indicating).
Q. Is that the connector?
A. Yes.
Q. Okay. We can call this the connector for the neutral?
A. Yes.
Q. Can you show me where the connectors were for the two hot legs?
A. Right there and right there (indicating).
Q. If we look at these three conductors here, one, two, three, what would you call these (indicating)?
A. That is the secondary bank.
Q. A secondary bank for what phase?
A. I don't know what phase.
Q. But this three-wire group is what

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you call a secondary bank? This secondary bank that I'm labelling, would it make a difference whether it is a secondary bank for a three phase versus a one phase service?
MR. TUPI: What do you mean would it make any difference?
Q. Would it make any difference to you in the course of making your connections whether that were a secondary bank for a three phase versus a one phase?
A. It is not a three phase bank.
Q. It's not?
A. It is a single phase secondary bank.
Q. Because a minute ago you said you weren't sure. I just want to get your testimony here so we are clear.
A. You asked what phase this is.
Q. Yes.
A. I don't want to give a whole schooling, but this runs off of different phases. The secondary bank would be on a B phase transformer, a C phase or an A phase transformer.
Q. Each of the wires can be and an A, B or C phase; correct?

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A. No.
Q. Let me ask a question, a very different question. When you make the connection of the single phase service, or made, excuse me, the connection of the single phase service from the funeral home, you were connecting it to a secondary bus, weren't you?
A. A secondary bank, yes.
Q. Or bank. Bank and bus are the same?
A. Yes. Okay.
Q. That secondary bank to which you were connecting it was for single phase service?
A. Yes.
Q. Would it matter to you when you were doing this job if you connected the single phase conductors to a secondary bank that was single phase as opposed to three phase?
A. It would matter, yes.
Q. Why?
A. It is the wrong voltage.
Q. What would happen?
A. I'm not sure.
Q. Do you know where the supply transformer to which the secondary bank was

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connected was located?
A. That last picture you had.
Q. Just very quickly, that would have been Novak 1?
A. Yes.
Q. Okay. We dealt with three poles. Was it the farthest or the middle pole?
A. The farthest.
Q. Can you tell me with respect to the supply transformer for the three phase bus, where was that one connected?
A. Can you explain.
Q. I should say which transformer -- I'm sorry -- supplied current to the three phase bus?
A. It takes three transformers.
Q. I should say do you know where the supply transformer was, where they were located?
A. This picture right here (indicating).
Q. On the very pole and photograph that we are looking at, Novak 2?
A. Yes.
Q. Is it a delta or a Y service?

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A. I'm not sure.
Q. Does have it an A, B and C phase only or an A, B, C and neutral phase?
A. A, B and C phase.
Q. Without a neutral?
A. I'm not sure. I'm not sure.
Q. We can accept that. Was there a reason that you decided to make your cuts of the hot legs at the place that we see that you made them as opposed to someplace else?
A. I don't understand.
Q. You had to cut the hot legs. You told us that. Did it make a whole lot of difference whether you cut them at this point versus here or here or cut down into the triplex itself?
A. I cut them as close as I can to the connectors to keep it clean so there are no hot ends.
Q. That would be the preferred practice; correct?
A. Yes.
Q. Is there a reason why the triplex was left attached to the secondary bus?
A. To try to get out of there quick.

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Fire trucks.
Q. Because of the emergency?
A. Exactly.
Q. Can you tell me where the open point is for the three phase secondary bus?
A. The switch is right here (indicating) to deenergize the whole three phase.
Q. This would be our open point for the three phase?
A. Yes.
Q. What about the open point for the single phase? Do you know where that is, sir?
A. On the transformer.
Q. So that wouldn't show up on this photo; correct?
A. Correct.
Q. Do you know what the term D-200 versus D-400 refers to?
A. I'm not sure what you mean by D-400.
Q. Do you know what a D-200 is?
A. Yes.
Q. What is it please?
A. It is on the transformer. It is below the secondary.

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Q. What is it? What is the thing that is called a D-200?
A. You are confusing me.
Q. I wanted to save time, and it is my fault. Let's just take a look quickly. We don't even have to mark this as an exhibit.
If you go to 0005 -- I didn't mean to confuse you -- do you see this document that has a stamp on it at the bottom that ends with a 5?
A. Yes.
Q. Look at the very last entry. By the way, you have never seen this before; true?
A. Correct.
Q. Look at the very last entry. It says 725, additional B/S had replaced three phase construct D-200 trans with D-400 at 2704 Murray Avenue, Burton L. Hirsch Funeral Home and upon driving away from the site saw the building was on fire.
Did I read that right?
A. Yes.
Q. Reading this entry, do the terms D-200 and D-400 have any meaning to you?
A. I'm not sure what the D-400 means.

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Q. All right. Fair enough. What about the term D-200 trans. Does that mean something? Is that a reference that you do have an understanding of?
A. A D-200 transformer, yes.
Q. Do you have any memory if the transformer that you replaced, the one that you got rid of that was damaged or needed to be replaced was a D-200 transformer?
A. Yes. It was a D-200.
Q. Do you see this name Don Lewis/DLC after that entry?
A. Yes.
Q. You told me you don't know who Don Lewis is?
A. Don Lewis is a foreman.
MR. TUPI: Objection.
MR. PARASHES: Did I get that wrong?
MR. TUPI: You got that wrong.
Q. Don Lewis you told me is --
A. The back shift foreman.
Q. I got it wrong. It was Felix you didn't know. Mr. Lewis was the man walking around down below. You told me that. I'm

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sorry. DLC refers to what after his name?
A. That's the control center.
Q. Do you have any knowledge as to where that information that we see in that line would come from?
A. I'm not sure.
Q. When you saw the glow, the glow over at the funeral home, did you make any observations as to where the truck was that had been over at the funeral home with Mr. Pierce and the other man, whether it was still there or not?
A. No.
Q. You don't remember one way or the other?
A. No.
Q. Have you ever heard of an incident happening like this before the Hirsch event, that is, where reinstatement of service was made and there was a fire shortly after?
MR. TUPI: Objection. Don't answer that. It is irrelevant. What happened on other occasions has no bearing on this case.
Q. Let me ask it differently. Have you ever had any experience while working for

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Duquesne Light where a fire occurred during the course of your reinstating service?
MR. TUPI: Same objection. That is not even an accurate characterization of what happened here.
Q. Let me change it. Have you had other experiences while working for Duquesne Light where you reinstated service, and within several minutes of that point became aware that there was a fire at the customer's facility?
MR. TUPI: Same objection. Let's stick with this case.
MR. PARASHES: Are you going to direct him not to answer?
MR. TUPI: Relevance. It is burdensome.
MR. PARASHES: It is discovery.
MR. TUPI: I understand. The bounds of relevancy are very broad, but you have gone beyond.
MR. PARASHES: That's fine. Let's not waste time. We will keep moving.
BY MR. PARASHES:
Q. Have you had any other occasions

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where you provided service and there was a fire at the customer's facility following the provision of that service?
MR. TUPI: Same objection. Same direction. Don't answer that.
MR. PARASHES: I think we are done. A few more brief points.
Did you observe that any other crew members were being questioned or interviewed by anybody from Duquesne Light about what happened at that site?
A. No.
Q. Did you ever hear, I don't mean from your counsel, but did you ever hear from anybody else that they had been asked questions about what happened?
A. No.
Q. Has a man named Mike Warren or Mr. Warren to your knowledge ever in any way through written inquiries or any other way asked you for information about what happened?
A. No, not that I know of.
Q. Or a man named Mark White?
A. Not that I know of.
Q. Or anybody from an outfit called

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Warren Associates?
A. Not that I know of.
Q. I apologize if I asked you this. The police and fire department, no one from there ever questioned you?
A. No.
MR. PARASHES: Okay. I don't have anything else for this gentleman. I do thank you for your patience.
MR. TUPI: No questions.
(Signature not waived.)
(Whereupon, the above-entitled matter was concluded at 3:20 p.m.)
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COMMONWEALTH OF PENNSYLVANIA) ERRATA
COUNTY OF ALLEGHENY) SHEET

BURTON L. HIRSCH FUNERAL HOME, INC. and SERVICE CORPORATION INTERNATIONAL
vs.
DUQUESNE LIGHT COMPANY

I, BRIAN MICHAEL NOVAK, have read the foregoing pages of my deposition given on January 15, 2010, and wish to make the following, if any, amendments, additions, deletions or corrections:
Pg. No. Line No. Change and reason for change:

In all other respects the transcript is true and correct.

BRIAN MICHAEL NOVAK
Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public (VM)

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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, Vivian D. Macurak, a notary public in and for the Commonwealth of Pennsylvania, do hereby certify that the witness, BRIAN MICHAEL NOVAK, was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the foregoing deposition was taken at the time and place stated herein; and that the said deposition was recorded stenographically by me and then reduced to typewriting under my direction, and constitutes a true record of the testimony given by said witness, all to the best of my skill and ability.

I further certify that the inspection, reading and signing of said deposition were not waived by counsel for the respective parties and by the witness and if after 30 days the transcript has not been signed by said witness that the witness received notification and has failed to respond and the deposition may then be used as though signed.

I further certify that I am not a relative, or employee of either counsel, and that I am in no way interested, directly or indirectly, in this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 18th day of January, 2010.

S/Vivian D. Macurak

IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA

- - - - -

BURTON L. HIRSCH FUNERAL HOME, INC. and SERVICE CORPORATION INTERNATIONAL, as managing company for Burton L. Hirsch Funeral Home, Inc.,

Plaintiffs,

vs.

DUQUESNE LIGHT COMPANY,

Defendant.

) CIVIL DIVISION
) No. GD-09-14720
) Deposition of
) ROBERT JOSEPH PIERCE
) Filed on behalf of
) the Plaintiffs
) Counsel of Record for
) these Parties:
) Peter Parashes, Esq.
) White and
) Williams, LLP
) 1650 Market Street
) One Liberty Place
) Suite 1800
) Philadelphia, PA
) 19103-7395

- - - - -

January 15, 2010

- - - - -

DEPOSITION OF ROBERT JOSEPH PIERCE a witness herein, called by the Plaintiffs for examination, taken pursuant to the Pennsylvania Rules of Civil Procedure, by and before Vivian D. Macurak, a Professional Court Reporter and a Notary Public in and for the Commonwealth of Pennsylvania, at the law offices of White and Williams, LLP, Frick Building, Suite 1001, 437 Grant Street, Pittsburgh, PA, on Friday, January 15, 2010, at 3:32 p.m.

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ALSO PRESENT:

Krysia Kubiak

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PROCEEDINGS

ROBERT JOSEPH PIERCE

a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. PARASHES:

Q. Mr. Pierce, I just want to ask you to follow some simple guidelines which you probably have heard about, but it will make this go faster.

I'm going to ask you questions that are related to the January 10, 2009 fire at the Hirsch Funeral Home. If I ask you anything that you don't fully understand, if you don't hear, just ask me to speak up, clarify it, and I will be happy to do that. Otherwise, I will just keep moving on.

Make every attempt, please, to let me finish the question and get all the words out before you start to answer so we don't have overlap. If I interrupt you, tell me you didn't finish so you can get all of your answer out.

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Both of us have to try to use words as opposed to a nod of the head or an uh-huh type of thing because the court reporter can only properly get the words down.

If you are giving me an answer which is an estimate, that is perfectly fine, an estimate, an approximation, but if you are doing that, tell me that you are approximating or estimating so I take it that way as opposed to it being something precise.

Is that all plain?

A. Sure.

MR. PARASHES: Is this gentleman going to read and sign?

MR. TUPI: Yes.

Q. Please tell us for the record your full name including middle name and middle initial and your business and home address please.

A. Robert Joseph Pierce. My business address is -- Duquesne Light you mean?

Q. Yes, sir.

A. I don't know the address. I work in Penn Hills.

Q. All right. You are a Duquesne Light employee and you work out of the Penn Hills facility?

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A. Yes.

Q. Your home address.

A. 502 Lucesco Road, Leechburg, Pennsylvania, 15656.

Q. Please summarize your education beyond high school.

A. Other than in the brick laying field and in the lineman field, no other further education.

Q. That counts. You have had education. Let's just deal with the lineman field. Did you have education after high school in the lineman field?

A. Yes.

Q. Just summarize what that was.

A. Four years apprenticeship.

Q. At Duquesne Light?

A. Yes.

Q. Is that the same program, to save time, that Mr. Novak participated in?

A. Sort of. I didn't have to do the college thing because I was already an employee with the company.

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Q. When did you first start working for Duquesne Light?

A. 1998. November 1998.

Q. When did you finish high school?

A. In 1986.

Q. What did you do between? Just a brief summary.

A. I was a bricklayer. I worked in the union. Built that jail over there (indicating).

Q. Why did you leave that field?

A. I thought I could make more money at Duquesne Light.

Q. When you first went to Duquesne Light, what did you start as?

A. Janitor.

Q. Then did you take study there and move up to the position you have now?

A. Yeah. You bid a job. One comes up on the board. You bid it. Hopefully you get it.

Q. How long did you have your first job, that first position?

A. What? The janitor job?

Q. Yes.

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A. Probably a year.
Q. So that would bring us to roughly 1999. What did you do for your next job?
A. I bid into the coal gang and worked on the river.
Q. Doing what?
A. Pushing coal into the power station.
Q. It had nothing to do with electrical transmission lines or anything like that; right?
A. No.
Q. How long did you do that job?
A. Almost a year.
Q. That would bring us to roughly the year 2000; right?
A. Yeah.
Q. What was your next job?
A. Got laid off.
Q. For how long?
A. Probably eight or nine months approximately.
Q. Did you then get called back?
A. Yes.
Q. When was that? Roughly 2001 give or take?

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A. Yes. Somewhere around Christmastime.
Q. What did you do then at Duquesne Light?
A. Started back as a janitor, back at square one.
Q. How long did you work as a janitor at that point approximately?
A. Approximately maybe a year.
Q. Then what did you do next?
A. I bid a job and got it in the underground, working in the underground for Duquesne Light.
Q. Doing what underground?
A. I started as a driver helper and worked in manholes and stuff.
Q. How long did you do that job in the underground?
A. About a year, another year approximately.
Q. Then what was the next job?
A. I bid an apprentice job in the overhead and started my pole climbing school and went into that for I think it was four years.

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Q. And finished up in 2007 approximately?
A. Approximately, yes.
Q. As what title then when you finished up?
A. Journeyman hot stick line worker.
Q. When you finished up in 2007 and had that title, what was the work you started to do then as a journeyman?
A. You name it. Whatever there was out there to do, I'm supposed to be able to do it.
Q. Well, you weren't doing janitor work anymore, were you?
A. No.
Q. Just help me. You were doing different kind of work on lines; right?
A. Yeah, replacing poles, pulling in new wire, new construction. Whatever happens, anything, any kind of trouble or storms, whatever needed to be done, I was qualified to do it.
Q. If we go back to high school, you say you graduated high school what year?
A. 1986.
Q. Did you take any vocational studies

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there?
A. I guess you could call it, yeah, a little bit.
Q. Anything to do with electrician studies?
A. The one we took was called -- I can't remember what it was called. It was basically we built like a little house. We do the masonry. We do the electrical.
Q. You didn't get any certifications or anything in the electrical field as a result of that; right?
A. No.
Q. When you were a journeyman hot stick man dealing with the poles and the lines and such, were you working actually on your own or under somebody's supervision in the beginning?
A. Yes, always under someone's supervision.
Q. At some point did you become unrestricted where you were no longer under someone's supervision?
A. Yeah.
Q. When did that happen? What year about?

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A. When I got out of school. The whole time we were restricted linemen.
Q. Were you unrestricted or still restricted in 2007?
A. At one point became unrestricted.
Q. Was that roughly 2007?
A. Roughly.
Q. Okay. That's fine. Now you became a member of the crew that Mr. Novak is on; correct?
A. Yes.
Q. When was that?
A. I'm trying to remember the exact year. I have been at Penn Hills for just over a year. I bid over to Penn Hills from another garage in December 2008. That's when I joined up with the back shift in Penn Hills.
Q. That crew then included Mr. Shields as the team leader?
A. One of them.
Q. Is that what you call it, team or crew leader?
A. Crew leader.
Q. Who was the other one?
A. There was three crew leaders

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altogether.
Q. I'm not going to go through all that. Mr. Novak gave it to us. Was Mr. Novak there when you got there or did he join later?
A. He was there.
Q. If we move fast forward to save some time and we go, sir, to January 2009, January 2009, beginning January 2009, were you on a certain shift for your hours?
A. Yes.
Q. What was that called?
A. It was called the back shift.
Q. What is your memory as to the hours that you worked on back shift?
A. We worked 3 in the afternoon until 1 in the morning.
Q. Which days?
A. On weekdays, and on Saturdays we work 10:30 to 8:30 and on Sundays we work 8 to 6.
Q. That is 8 a.m.?
A. Yes, to 6 p.m.
Q. Do you remember the fire at the Hirsch Funeral Home?
A. Yes.

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Q. How did you first become aware that there was going to be any job at the Hirsch Funeral Home or at a pole or at equipment near the Hirsch Funeral Home?
A. I don't remember exactly what I was doing. I guess there was two guys that went to the job first. They got a phone call from I guess control center saying there was a pole hit in Squirrel Hill. I don't remember who told me or whether I got a call saying go down there, but I went down afterward.
Q. After the other two fellows?
A. Yeah. They went down first to scope it out.
Q. Did you receive a phone call from somebody telling you to come or you don't remember?
A. No. I don't remember.
Q. When you went yourself down there, roughly how long was it after those guys had gone down to scope it out?
A. I would be guessing if I said.
Q. Don't guess. If you don't remember, just tell me that.
A. Don't remember.

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Q. When you went down, did you go by yourself or did you go with other crew members?
A. I went in my own truck.
Q. Did other crew members join you?
A. Yes.
Q. Who were the people who joined you as best you can remember? Maybe you don't remember all of them, but you remember some.
A. I believe it was Rick Sipe and Dave Wilker were in the other truck.
Q. Those are all white trucks?
A. Yes.
Q. Did one of those have a bucket? Yours or theirs?
A. Mine did, yes.
Q. You don't know if the other guys had it?
A. They had to have a winch truck because they brought a pole.
Q. Do you remember that the pole that was hit was on Forward Avenue? Does that ring any bell with you?
A. No.
Q. Do you remember that it was in Squirrel Hill?

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A. Yeah.
Q. When you arrived at the location of the job, where specifically did you go? Did you drive up to where the pole was or some other place when you first got there?
A. No. I pulled over short of the pole because there was a big mess up ahead. I couldn't get in.
Q. When you got there and you pulled up what did you do after you arrived, you, Bob Pierce?
A. I got out of the truck and started walking and evaluating what happened.
Q. What was it your job to do when you got there? Were you supposed to be following directions from somebody else or were you in charge of something? What was your function there?
A. I wasn't in charge. We all kind of look at things as a team, so my function was just to look at things, and as soon as the crew gave me an order I was going to do it.
Q. Who decided what work you would carry out?
A. Tim Shields.

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Q. When you got there and looked at things the way you put it, what did you look at? What did you see?
A. Broken pole, three transformers on it, wires everywhere. Three transformers on the pole and wires hanging down on the ground through parking lots, sidewalk.
Q. When you say three transformers, do you mean a set --
A. Yes.
Q. -- of three cans?
A. Yes.
Q. Specifically when you say broken wires, sticking with that please, can you describe what you saw in the way of broken wires, where they were broken, where they were hanging or whatever in any way at all.
A. I don't think I said broken. They were hanging, just hanging wires. If a pole breaks, the wires are on the pole. They come hanging. I don't know which ones are broke or not.
Q. Were you able to see if the wires that were hanging were actually severed or just like hanging?

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A. Not that I really was looking for that. That is not what I'm looking for.
Q. What were you looking for?
A. I was looking for oil, you know, stuff like that, drops coming out of cans so we could maybe look for cleaning up, calling a Hazmat crew or something.
Q. Did you see any oil?
A. Not that I recall.
Q. Did anybody give a direction that the transformer set was to be replaced?
A. Yeah.
Q. Who?
A. Our crew leader.
Q. Mr. Shields?
A. Yeah.
Q. Did anybody direct that the pole was to be replaced?
A. Yeah.
Q. Again, Mr. Shields?
A. (Indicating.)
Q. That's a yes?
A. Yes.
Q. Did you have anything to do yourself, Mr. Pierce, with making any repairs

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at the pole or at the electrical componentry that was on the pole?
A. No.
Q. Who was involved in doing that to your knowledge?
A. Rick Sipe was in one bucket, and Brian Novak was in another bucket.
Q. Where was Rick Sipe working in relation to Brian in terms of that pole?
A. I don't recall which side they were on. They were just -- one is on one side and one is on the other. They were working together.
Q. Did you see both Brian and Rick Sipe up in buckets at that pole?
A. Yes.
Q. Did you have any understanding at all as to how they were dividing up the work?
A. No. They do it together.
Q. What did you do then?
A. I did what we do on the ground. We make up material for them, make up new wire for the new style transformers we put up, tamp the pole in. There is a lot of stuff.
Q. As I understand it, the things that

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you did were on the ground?
A. Yeah.
Q. What did you understand was the job that Mr. Novak and Mr. Sipe were going to be doing up on the pole?
A. I understood all of it.
Q. What were they going to do up there?
A. They were going to put a new three phase set of transformers up. They were going to put all the wire back up in its position, in its place, and anything that was off of any insulators or broke or missing or whatever, was going to make it, put it back to new.
Q. Did you see as part of this repair process anybody cutting any of the wires that were hanging or that were related to that pole, any of the conductors?
A. No, not that I recall.
Q. The old three phase set had to be removed; right?
A. (Indicating.)
Q. Yes?
A. Right.
Q. What about the single phase service? Did you observe that?

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A. Yeah, I did.
Q. How did that look?
A. It looked like the top wire was on the ground, and it looked like the other two were intact at the old pole, the broken pole.
Q. When you say the top wire, would that be the neutral?
A. Yes.
Q. The other two would be the two hot legs?
A. Yes.
Q. Where did they run to to provide service to your knowledge?
A. They ran through a small parking lot, over a billboard and through a tree into the funeral home.
Q. Did they then connect into masts at the funeral home?
A. Yes.
Q. The wires that you refer to as a neutral was broken, and the two hot legs were intact. That is the single phase we are speaking about; correct, sir?
A. Yes. It is on the top.
Q. What about the three phase wires at

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the pole? How did they look to you?
A. I don't recall.
Q. You have described in a very general way things that you were doing on the ground. At some point did you have to do anything over at the funeral home?
A. Yes.
Q. At what point in the sequence of work there did you go over to the funeral home to do anything at all?
A. Pretty much at the end of our job. It was one of the last things that was done.
Q. Mr. Pierce, at the time that you went over to the funeral home, what, please, had been accomplished so far on this job? What had your crew completed?
A. All the wires from the old broken pole were transferred to the new. The primary wires, the secondary bank, the new pole obviously, the pole ground.
Like I said, the three new transformers, they were all wired in ready to go with new fuses put up. Pretty much everything was ready to go.
Q. What was to be done next?

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A. We were going to put a new service into the funeral home and try to get those people back in lights.
Q. You could see when you got there that the funeral home was out; right?
A. Yes.
Q. Then did you go over to the funeral home?
A. Yes.
Q. By yourself or with another?
A. I went with another guy.
Q. Who?
A. His name was Brandon Boehm.
Q. You fellows went in one truck?
A. I drove up. I think Brandon walked through the backyard.
Q. How far away was it roughly for him to walk? I'm just trying to get a sense of it. From that pole that was down, that was damaged, if you were to cut through and walk up the shortest way, how far was it roughly?
A. Approximately 100 feet maybe, somewhere around there.
Q. Okay. Did you participate at all in measuring a triplex or measuring wire?

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A. No.
Q. You drove up while Mr. Boehm walked. Did you take a bucket truck?
A. A small bucket truck, yes.
Q. What other equipment did you take?
A. All the tools that were on my truck.
Q. That would include lights?
A. I had a light on my hard hat.
Q. What was the lighting condition at that time out of doors there?
A. I don't know what you mean.
Q. Was it dark? Was it light? Was it sunny?
A. It was still dark.
Q. What about the weather? What was going on weatherwise at that time?
A. I can't remember. It was cold.
Q. When you drove up to the funeral home, did you park in a little alley or driveway that was between the funeral home and the cleaners?
A. Yes. I thought it was the driveway to the funeral home. There was a garage there.
Q. In front of your truck you could see a little garage, a single garage; correct?

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A. Yes.
Q. To your right was a cleaners business; correct?
A. No idea.
Q. But there was some business or some establishment to the right?
A. Yes.
Q. And the funeral home would be to the left as you pulled in; correct?
A. Yes.
Q. What did you do when you got there, sir?
A. Got in the bucket, went up to the roof and started to identify the wires.
Q. When you say you went up to the roof, did you physically get up and walk on the roof?
A. No. In the bucket.
Q. So you mean that you got up to the roof level?
A. There was several roof levels.
Q. Are you talking about the highest roof level?
A. There was a roof over the garage first. My bucket couldn't reach the next

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level, so I had to climb out of the bucket on to the other roof level. It was a flat roof.
Q. What was your objective when you climbed out of the bucket on to the flat roof? What were you trying to accomplish?
A. I was trying to start to put the new service up.
Q. Before you did that you needed to look at the service masts, didn't you?
A. Yes.
Q. They were on the side of the building next to which your truck was parked?
A. Yes.
Q. If you were to go on, do you know where Murray Avenue is? Can you visualize in your mind the front of the funeral home, like if you were going to go in there and talk business?
A. Yes.
Q. If you were standing and facing the front of the funeral home, the location where you were was on the right side of the funeral home; correct?
A. Yes.
Q. When you got out of your bucket and

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climbed on the flat roof, you had your light on your hard hat --
A. Yes.
Q. -- to use so you could see?
A. Yes.
Q. Where was Brandon at the time?
A. He was on the lower roof.
Q. The roof of the garage?
A. Yes.
Q. What was he doing?
A. Assisting me in any way, anything I needed.
Q. At the point that you got up on the flat roof that you have described, could you see over at the pole and see what was going on there?
A. Vaguely, yes.
Q. What could you see?
A. I could see lights. I could see a few guys working, just through the trees.
Q. Could you see Mr. Sipe and Mr. Novak still up on the pole in their buckets?
A. Yes.
Q. Both?
A. Yes.

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Q. Could you communicate with them, holler back and forth, or did you need to use a cell phone or walkie-talkie or what if you needed to communicate?
A. We could communicate.
Q. You could hear each other?
A. Yeah.
Q. It was close enough?
A. Sure.
Q. When you got up on that flat roof and started to orient yourself, what specifically were you looking for at that building?
A. The first thing I was looking for was looking for the lighting service, which one was which.
Q. Did you find it?
A. Yes.
Q. Did you find the mastheads?
A. Yes.
Q. Did you locate the single phase and the three phase conductors?
A. Yes.
Q. Did you examine them?
A. Yes.

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Q. What did you find?
A. I found that the single phase top one point insulator was pulled out of the brick. There was three of them.
Q. What about the three phase? What condition was that in?
A. They were all intact, still at the building, still tied around the insulators.
Q. If you visualized the mastheads, what shape were they in? Were they bent, pulled, anything like that?
A. I don't recall. I don't believe that they were, but I really don't recall them being bad or else I probably would have said something about it.
Q. You said something about the brick. I want you to please clarify and further explain what you meant about the condition of the brick there where the one insulator was.
A. There was three insulators screwed into the brick eight inches apart. The top one was pulled out. The neutral insulator was pulled out and hanging.
Q. Was the condition of the brick itself damaged?

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A. No.
Q. So the brick was okay?
A. Yes.
Q. All right. I misunderstood. Was it severed, that insulator?
A. No.
Q. It was pulled out clean?
A. Yes.
Q. When you saw these things, what did you then do?
A. The first thing I do is identify the neutral, make sure that is the right, the neutral.
Q. How did you know that it was the neutral as opposed to one of the hot legs?
A. Well, Brandon is on the roof. I grab the neutral wire. I pull on it, and I ask those guys what wire is this. They say that is the neutral wire.
Q. Which guys are you referring to?
A. Brandon, Brian, Rick.
Q. So Brandon was there with you a few feet away, wasn't he?
A. Yes.
Q. How close to you was Brandon?

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A. Maybe 12 feet.
Q. But Rick and Brian were still over at the pole, up on the pole; correct?
A. Yes.
Q. Did you have to work with them to have them pull from the pole? Explain to me, when you say working with those other guys, explain please in more detail how those other guys helped you figure out that you were looking at a neutral.
A. If you are on one end of a rope and I'm on the other and I say pull it, that is the one that goes. That's how we -- through the trees that we determine that's the one. Go ahead. I'm done.
Q. You could feel it?
A. Yes, you could feel it.
Q. Normally, I should say typically when you look at a service, does the service have color coding or some other marking or color sequence that helps you identify neutral versus hot?
A. Not always.
Q. How about sometimes?
A. Sometimes.

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Q. When it does have it, what is it that it has that helps you?
A. The neutral is usually bare or has a piece of white tape on it.
Q. What about the hot legs, sir?
A. Either black or red.
Q. This one here that we are talking about, please, at the Hirsch Funeral Home, was there any color coding on this one?
A. No.
Q. That's why you needed to have that pulling?
A. Yes.
Q. After that was done, were you satisfied in your mind that it was the neutral?
A. Yes.
Q. Please tell me what did you do next?
A. I put a new one point back in the building where the old one was.
Q. I'm sorry. You finish.
A. I put a new insulator back in the building where it was. It was on the top.
Q. When you use the term one point, what are you referring to?
A. Each insulator is called a one

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point. Each one is called a one point. One, two, three.
Q. When you use the term insulator, what does an insulator do?
A. It pretty much insulates. It is glass or plastic.
Q. Either one? It is protection; correct?
A. The new ones are plastic. The old ones are glass.
Q. And the conductor runs inside of it, doesn't it?
A. Yes.
Q. Could you see what the condition was of the conductor itself?
A. Yeah. It was just the old coated wire that you see out there every day.
Q. When you saw it pulled away from the brick, was the conductor still inside the insulator?
A. Yeah. Back then they used to wrap them around the insulator and back to itself.
Q. What I'm trying to get straight is the insulator hadn't been torn off of it? It came out with the insulator outside of the

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connection point?
A. Yes.
Q. If you looked inside the brick work where it had been, what did you see in there?
A. Just a hole, an old drilled hole.
Q. What did you do after you determined it is a neutral and you are going to make a replacement; correct?
A. Yes.
Q. What was your plan insofar as exactly what things you were going to replace? In other words, were you going to replace all three points? Just one point? Were you going to replace a masthead? What specifically were you going to now replace?
A. I was just going to replace the one. It came out of the wall.
Q. What did you do to accomplish that?
A. I put a new one in the wall. There is a thing we call a raw plug. It is made out of some kind of rawhide, sometimes plastic. You push it into that hole, and it will expand into the old hole and make it so it is nice and tight.
Q. How do you know it is snug?

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A. You pull on it and make sure it doesn't come out.
Q. Can you actually see it get connected or do you do it by feel?
A. You screw it in.
Q. Did you do that?
A. Yes.
Q. While you were doing that, what was the status of the work of Mr. Novak and Mr. Sipe on the pole? What were they doing to work with you to get this done? Were they waiting for any instructions or were they talking to you while you were doing it?
A. No. Basically I'm waiting until they are ready to send me the new service.
Q. Because you needed to get a new service to make a connection?
A. Yes. I left the three insulators in the building. Sometimes we leave the old three wire up. If it is in good condition, we will leave the old three wire up. In this case Timmy suggested why don't we put a new triplex in, so in that case I didn't need the other two. I used just the neutral.
Q. In order for you to connect to the

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triplex, you would need to attach the new neutral insulator and conductor to the triplex; correct?
MR. TUPI: Objection to form. Please restate your question because that didn't make sense.
Q. Let me start again. When you saw the building at Hirsch, it had three separate conductors going over to the secondary; correct?
A. Yes.
Q. But the repair was not done with three separate conductors. It was done with a triplex; correct?
A. Correct.
Q. Now the triplex was supplied to you from over at the pole?
A. Correct.
Q. Who handed it up to you so you could do the work?
A. We pull it in on the old wire.
Q. How did you do that?
A. I cut my end. They tie the new one on to one of the wires, and I pull it over.
Q. It comes up to you where you are

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standing; correct?
A. Correct.
Q. What did the end of the triplex look like where you were going to make the connections? Did you have three strands at the end of it?
A. Sure. Yes.
Q. If you move down the three strands, eventually it is all wound together like one piece where it is braided; correct?
A. The wires, all of it is braided together, yes.
Q. Then up at the pole the end again breaks into three different strands or opens into three; correct?
A. Wherever they need it to, yes.
Q. So at your end did you have to pull out the three strands or were they there prepared for you?
A. I pulled them up, two blacks and a bare neutral.
Q. These were actually marked with color, correct, on your triplex?
MR. TUPI: Object to the form.
Q. When you got the triplex, did the

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strands on the triplex have color coding on them?
A. No.
Q. How would you know what the hot was and what the neutral was on the triplex?
A. The neutral is the bare one. The other two are identical. They are black.
Q. So they are a different color?
A. They are. The two are a different color. They are black.
Q. You had the triplex up now at the funeral home, and you were standing there by yourself to make the connection?
A. Yes.
Q. At that point was the service on? Was the power on yet from the pole?
A. I don't know that.
Q. What did you do first? You told me you put the insulator in; correct?
A. Yes.
Q. Did you have to cut the old two hot legs so that you could start to connect your triplex?
A. Yes.
Q. When you put your new insulator in

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you had a conductor coming out of that for your neutral; correct?
A. Right.
Q. At some point you had to connect the triplex to the three points; right?
A. Correct.
Q. Tell us which one you did first.
A. I did the neutral first, all the time.
Q. When you did the neutral, you used a connector --
A. Yes.
Q. -- or a bug? Connector?
A. Connector.
Q. Did you tape the connector up?
A. Yes.
Q. Now in order to do it you had to crimp it and secure it, didn't you? By crimp it, it had to get pinched and connected there so that it would be holding; isn't that correct?
A. You tighten it with a wrench.
Q. It grips, doesn't it?
A. Yes.
Q. Did you have do that more than once

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to get it secure or was it just one position and one turn?
A. No. You tighten it up just like you tighten any bolt, until it gets snug.
Q. When you finished tightening the neutral, did you tape it before you went to the next two?
A. I don't remember.
Q. Would you normally do that?
A. No.
Q. You may have taped it or may not have; true?
A. True.
Q. But then you went to a hot leg; correct?
A. Correct.
Q. Before you went to the hot leg, was there anything that in any way, shape or form appeared to you to be a problem?
A. No.
Q. Now you put or made a connection of a hot leg; correct?
A. Correct.
Q. Do you know which hot leg you did first?

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A. It doesn't matter.
Q. One or the other, either one? It wouldn't matter to you what the sequence was?
A. No.
Q. Whether it was the first one next, but in any event when you connected the hot leg and put the connector on do you remember if you taped that?
A. No.
Q. You could have or could not; right?
A. Could have, could not.
Q. You might have waited to the end to tape them all; is that fair?
A. That's fair.
Q. Did you get to connect the third hot leg?
A. Yes.
Q. When you were connecting the first hot leg, did anything at all happen that caused you any concern at all?
A. No.
Q. Did you see any sparking or spitting at all?
A. No.
Q. When you connected the last of the

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two hot legs, the same question. Any problems of any kind?
A. No.
Q. All right. Did you get to the point where all three conductors, the neutral and the two hot legs, were connected and taped?
A. Yes.
Q. Up until that time had there been any problems?
A. No.
Q. What happened next?
A. I yelled down to Brian. I says whenever you're ready you can energize this triplex.
Q. At that point was Brian still up on the pole?
A. He was still in the bucket.
Q. He was still in the bucket up elevated to work on the pole up at the three phase or up at the secondary; correct?
A. Yes.
Q. Where was Mr. Sipe?
A. I don't recall.
Q. Well, when you say you don't recall, do you recall whether he was still in the

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bucket?
A. I don't recall. He may have been down. He may have been down. I don't recall.
Q. Where was Mr. Boehm? Brandon?
A. He was still on the roof below me.
Q. He was looking up at you giving you help if you needed it?
A. Yes.
Q. Was he holding a light for you or anything?
A. Probably. Don't recall.
Q. What happened next? You hollered to Brian. You told us that.
A. Yes. I hollered down to Brian. I said you can make this hot any time you are ready. It is good to go. I jumped down in my bucket, gathered my tools up and went down to the roof below to get Brandon.
Q. The roof below being the garage roof?
A. The garage roof.
Q. What happened next?
A. Brian made the connection and was heading down and –
Q. Was heading down?

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A. To the ground.
Q. In his bucket?
A. In his bucket. I don't know what for. He was going down. It could have been for any reason. I looked up. I looked back at the house and saw the shingles smoking, and I said to Brandon either this house got a kick ass furnace or it is on fire or this building.
Q. Up until that point did you hear any kind of a noise coming out of the funeral home?
A. No.
Q. When you looked up and saw what you just described, did you see any kind of a glow anywhere?
A. Yeah. I saw a glow in the window upstairs.
Q. Where was that window in relation to where you made your connections?
A. It was to the right up a little ways. I'm pretty sure it was a dormer is what it was.
Q. In terms of feet or yards or inches, however you want to do it, roughly how far was it from where you made your connections?
A. Maybe 16 feet, 12 feet, estimate.

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Q. From the time that you -- let's back up please. About how long did it take you to actually connect and finish the neutral conductor connection?
A. Just the neutral?
Q. Just the neutral point, roughly.
A. Five minutes.
Q. Then how long did it take you to connect the first of the two hot legs?
A. Same, five minutes.
Q. Each?
A. Roughly.
Q. Fine. When you got done doing the last of the hot legs, it was then that you were gathering up your stuff to come down to the garage roof?
A. Yes.
Q. Then to get into your bucket?
A. Yes.
Q. How long did that take to gather up your stuff and to get into the bucket?
A. Roughly a minute or two.
Q. When did you -- after you got into the bucket, how long was it before you saw anything that you related to a fire, whether it

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was smoke or a glow or anything?
A. Very shortly after. It could have been a minute.
Q. But up until the point that you got into your bucket, had you seen or smelled or noticed anything yet --
A. No.
Q. -- that was indicative of a fire?
A. No.
Q. What did you do when you saw that condition?
A. I yelled to Brian. I said cut that whole service. That's what I yelled, and he reached up and snipped it.
Q. Did Brian have to get back up in the bucket?
A. He was obviously down there, still in the bucket. Don't remember if he was lower down or up.
Q. All he had to do was take the bucket back up?
A. Yeah. A matter of seconds.
Q. Did you see him snip the wires?
A. Yes.
Q. Did you see which wires he snipped?

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A. Yes. He snipped the two hots.
Q. Did you see to where those two hots had been connected?
A. Yes.
Q. Where?
A. The bottom two wires.
Q. Of what?
A. Of the secondary bank.
Q. Do you know whether it was the single phase secondary bank as opposed to the third phase secondary bank?
A. Yes. It was the single.
Q. How do you know that?
A. Because I know what I'm looking at. The single phase transformer down the street is connected to the secondary bank on the top and feeds up the street.
Q. If we were to stand at the front of the funeral home, like at the front entrance looking toward it, we would be looking toward in the direction of the street where the pole was damaged; right?
A. Yes.
Q. That, by the way, I don't think there is any dispute is Forward Avenue. Now,

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am I correct that if you were standing in front of the funeral home by where the entrance had been looking toward Forward Avenue, the damaged pole would be somewhat to the right of the funeral home?
A. Yes, you would be correct in saying that.
Q. The supply for the secondary single phase bank would be from a pole to the left of the funeral home on Forward Avenue; correct?
A. Correct.
Q. That is something that you recognized and could see from your experience and training?
A. Sure.
Q. How much time did it take as best as you can estimate for Brian to make the cuts after you hollered?
A. Within seconds, five to ten seconds.
Q. What happened next?
A. Brandon got in the bucket with me. We lowered ourselves to the ground, and I ran down the street yelling for them to call 911.
Q. Do you know who called, if anybody, 911?

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A. I don't know who called.
Q. Do you know if one of your crew did call?
A. Don't know that.
Q. At some point did the fire department come?
A. Yes.
Q. Were you there when they came?
A. Yes.
Q. Where were you when they came?
A. I pulled my truck out of the driveway. I believe I was still in my truck.
Q. Where had you put your truck?
A. Don't recall.
Q. As best as you can estimate, what time was it that you first became aware of any condition that you related to a fire at the funeral home?
A. I don't know exactly what time it was. It was still dark.
Q. At the point that you got into your truck, could you then see any flames?
A. Yes.
Q. In the sequence of these movements and actions that you have talked about, when

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did you first see anything that was in your mind a flame?
A. I was still on the roof when I saw a flame.
Q. The garage roof or the flat roof?
A. I was on the garage roof when I saw flames.
Q. If I remember your description, when you first saw smoke you were on the flat roof?
A. Yes.
Q. That's when you made the comment to Brandon it might be a furnace or there is a fire, one of the two?
A. Yes.
Q. That's when you started hollering?
A. Yes.
Q. Did anybody from Duquesne Light Company other than the lawyers ever question you about what you did on that project?
A. I don't know who. I'm sure people said, hey, what happened over there, but that's about it.
Q. Did anything that in your mind constituted or was the equivalent of an investigation happen for people to figure out,

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jeez, who did what, when and where and get information?
A. No, not that I recall.
Q. As far as your memory, you were never interviewed by any representatives of the company to tell them what you remembered and saw?
A. Just the lawyers.
Q. Just the lawyers?
A. (Indicating.)
Q. Have you heard of a man named Mike Warren or Mike White?
A. Don't remember.
Q. Did any outside electrical engineering consultants to your memory ever interview you about what you did and what you saw?
A. No.
Q. Do you know Mr. Lewis?
A. Yes.
Q. Who is he?
A. He is our foreman, back shift foreman.
Q. Did you ever have any conversations with him about this?

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A. I'm sure I have. Don't recall exactly what was said.
Q. Do you remember anything at all about what was said between you and Mr. Lewis about this incident, anything at all?
A. No.
Q. Do you know Mr. Felix?
A. Bob Felix?
Q. Yes.
A. Yes.
Q. Who is he?
A. He works in the control center.
Q. Did Mr. Felix ever ask you any questions or have any conversations with you about this?
A. I don't recall.
Q. Did Tim Shields ask you anything at all about what you saw and what you did over at the funeral home?
A. Yeah. He asked me right then when I came down out of the bucket what the hell went on? What is going on?
Q. What did you say?
A. I said I don't know. It caught on fire immediately.

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Q. Did Tim or anybody else from the crew or anybody that you saw from Duquesne Light go over and look at where you had made your connections?
A. Not that I recall.
Q. Did you see Tim going up and looking at the work that had been done up at the pole by Mr. Novak or Mr. Sipe?
A. No.
Q. Did you see anybody else going up to the pole to inspect that?
A. No.
Q. In the course of your having a conversation with Tim, did he make any statement or comment to you about what he thought happened?
A. No.
Q. Did you make any comment or express any view about what you thought might have happened?
A. No.
Q. Did you hear anybody just out of discussion about this stating anything about what had happened to explain this?
A. Not that I recall. Everyone was

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wondering how it happened.
Q. Did you ever formulate in your own mind any thought about what had happened there?
A. Could be a lot of things.
Q. Such as what?
MR. TUPI: Don't speculate.
Q. I don't want you to speculate now.
MR. TUPI: You are not here as an expert witness. You are here to give facts.
Q. What I'm asking you is shortly after this happened, while you were at that scene and you were thinking about the work that you did and thinking about what had occurred there, as part of your thought process then did you reach any ideas in your head as to what might have happened in there?
A. No.
Q. It was only later that you reached ideas; is that what you are saying?
A. Yes.
Q. Do you have any knowledge of any kind as to what happened to cause this fire?
A. No.
Q. As I gather, you have never heard

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any person ever express any thoughts or ideas about it that you can recall?
A. I have heard ideas.
Q. What ideas have you heard?
A. I heard that when the pole got hit that the primary wire contacted the neutral wire of the funeral home, which may have done damage in the building.
Q. Who expressed that idea?
A. My boss.
Q. Your boss being Mr. Lewis?
A. Dave James.
Q. When did he express that?
A. I don't recall when.
Q. Did you understand what he meant by that?
A. Yes.
Q. Can you explain what your understanding was of what he was saying? When the vehicle hit the pole, what did you understand the sequence would have been under that idea?
A. I understand when the pole got hit and it cracked it that the two wires could have came in contact and it could have done damage

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in the funeral home.
Q. The two wires being specifically which?
A. The 2400-volt wire and the neutral wire.
Q. Did you have an understanding as to what kind of damage would have been done in the funeral home that would lead to a fire?
A. No.
Q. That was Mr. James. What was his title back then?
A. I don't know what his title was. He was our manager.
Q. Other than Mr. James, did anybody else express any ideas like that that you heard? Not your lawyers but other people at the company, bosses, crew members, guys who were trying to puzzle it out in their heads?
A. Not that I recall.
Q. Do you know if anybody did anything to check out Mr. James' idea?
A. You would have to reenact it.
Q. If the fire hadn't happened – I don't think I have asked you this, but if I have I'm sorry – if the fire had not happened,

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were you going to do anything at all, at all, with the three phase service over at the funeral home?
A. No. I don't believe so.
Q. In your judgment that looked sound?
A. Yes.
Q. There is a book there. Would you just take a look at a page for me that is the DLC023. We will mark that as Pierce 1.
MR. TUPI: I think the number is DLC00023.
(Pierce Exhibit No. 1 was marked for identification.)
Q. The document we have, I apologize, is DLC00023. Do you recognize what that is?
A. Yes.
Q. Please tell me, what is it?
A. We were taught it is a D-200 set they call it. It is a three phase transformer set.
Q. You see there are some notations in there. I'm going to point over here (indicating). Do you see where it says note See TD-140-2, et cetera. Do you see that, sir?
A. Yes.

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Q. Is there another drawing for the TD-140-2 to your knowledge?
A. If it says TD-140-2, it says for connectors and secondary riser size. That is all it would show you.
Q. When that note says what it says, is that referring you to a drawing? What does that mean?
A. I suppose.
Q. Is that your understanding of it?
A. Yeah.
Q. So if you wanted to look that up, you would go someplace and pull that drawing?
A. You could find out the connector and secondary riser size.
Q. If you wanted to find that out, how would you yourself go about getting that drawing? How would you get access to it?
A. I would go to the T&D manual, the 140-2.
Q. It is in there?
A. (Indicating.)
Q. All right. There is another thing. If you go down a little farther toward the middle, sir, it says See D-203-2 for

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transformers, et cetera. Do you see that one?
A. Yes.
Q. Is there another drawing for that?
A. Yes.
Q. If you go below that, there is a note Cutout See TD-111-1. What is that referring to?
A. That is the cutout where the fuses are.
Q. That TD-111-1, is that a separate drawing?
A. Yes.
Q. Lastly. If you go down to the lower right-hand quadrant where it says See WD-113 for wiring diagram, is that referring to yet a different wiring diagram?
A. Yes.
Q. Are all those different wiring diagrams available in some library or books that are back at the Duquesne Light facilities?
A. Yes.
Q. I want to spend a little time looking at a few pictures that are in that book. Let's see if I can cut some of these down a little bit.

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Would you look at JAW Photo 51. Take a look at that if you would. Tell me, do you recognize anything in that photograph?
A. Yeah, I do.
Q. We will mark it later as Pierce 2.
(Pierce Exhibit No. 2 was marked for identification.)
Q. What do you recognize in that photograph?
A. I recognize the two masts.
Q. All right. If we look at that photo from lengthwise, so it is the position it should be in lengthwise, and we start from the left side, we see one mast that is leaning up or near the brickwork; correct?
A. Yeah.
Q. We will call it the taller mast. Do you remember looking at that mast whether that pertained to the single phase or the three phase, sir?
A. I don't remember exactly, but --
MR. TUPI: Just answer his question.
A. I don't remember exactly.
Q. All right. Do you remember

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approximately or generally when you say you don't remember exactly?
A. Generally.
Q. What do you remember generally about that tall mast?
A. I remember that's the lighting mast.
Q. If you look down and you follow the conductors out of that, do you see the shiny tape where the connectors are?
A. Yes.
Q. Would that be consistent with your taping freshly the single phase legs when you did your job?
A. Consistent.
Q. The tape that was on the existing old three phase conductors was duller from age than the fresh tape that you put on the single phase conductor connectors; isn't that right?
A. Yes.
Q. Let's begin with the taller mast. Do you see in this photograph how it appears somewhat bent?
A. This lower mast?
Q. No. Let's stick with the taller. Does it appear as if it is exactly upright or a

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little bent over?
A. A little bent.
Q. When you saw it doing your work, was it a little bent like that?
A. I don't recall. It was still screwed into the brickwork.
Q. Here obviously we are looking at it after a lot of damage after the fire; right?
A. Yeah.
Q. You never went back after the fire to look at this stuff, did you?
A. No.
Q. The lower mast that we see in this photograph that is to the right of the tall one, do you believe that to be related to the three phase?
A. I believe it to be.
Q. Do you see how that one is somewhat bent or distorted a little or somewhat you can see?
A. Yes.
Q. Do you remember if it looked that way when you did your work?
A. I don't remember.
Q. Let's go to the next page for a

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minute, which is JAW 52. We will make this one Pierce 3.
(Pierce Exhibit No. 3 was marked for identification.)
Q. Looking at that, do you see the taped connectors?
A. Yes.
Q. Does that look like anything you did on that job?
A. Yeah. It looks like our tape. I can't be sure.
Q. Do you see there are three of them that have fairly shiny tape on the connectors; correct?
A. Yes.
Q. Is there one a little bit below that that has a very dull kind of taping?
A. Yes.
Q. Would that one be consistent with the old three phase that was not apparently damaged?
A. Yes.
Q. If we go to the next page, JAW 53, does that show it up any more clearly for you regarding the taping you did?

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A. Yes.
MR. PARASHES: That will be Pierce 4.
(Pierce Exhibit No. 4 was marked for identification.)
Q. Are you able to recognize there the three conductors that you taped?
A. Yes.
Q. Just to save a little time, are they the three that show the shiny tape?
A. Yes. I only see two.
Q. (Indicating).
A. This isn't one here (indicating), the one you pointed to.
Q. All right. It is what you see. You see two?
A. Yeah.
Q. Two connectors with shiny tape that appear to be at that site?
A. Yes.
Q. You can see how many with a dull tape?
A. I can see two.
Q. Let's go to the next page. Let's see if this is better. 54. In fact, why don't

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we mark 54 and 55 as Pierce 5 and 6 respectively.
(Pierce Exhibit Nos. 5 and 6 were marked for identification.)
Q. Look at those two one after the other if you don't mind. If we just stick quickly with 54, can you take a red marker if you are able to and circle the single phase bugs or connectors that you taped?
A. The next one too?
Q. Yes. Just put your initial next to it if you don't mind.
If we go to the next page, can you by looking at that identify the old service, the three phase in there at all on Pierce 6?
A. I see two masts down below.
Q. You can only do what you can do. Can you tell if the tall mast is the one that pertained from the previous pictures or anything else, if the tall mast is the one that pertained to the single phase?
You will see in Pierce 6 it has some red near the top of it. That red may have been put on there after the fire. It is in the photo.

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A. It is not on this one, but it looks the same. It has the same clamp on it.
Q. Does that look like the mast that pertained to the single phase work that you did?
A. It looks like it. Do you want this back?
Q. Yes. Thanks. We talked about a triplex. If you go to 60, that will be 7, Pierce 7.
(Pierce Exhibit No. 7 was marked for identification.)
Q. Just looking at what is shown here, how does that object compare to a triplex?
A. It compares exactly with a triplex.
Q. Does that look like the triplex that you were working with or similar to that?
A. It is similar.
Q. Okay, because obviously this is just shown in the photo with no context. I just want to understand if it is similar.
A. Yes.
Q. We are getting near the end.
MR. TUPI: I have heard that before.

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Q. Would you take a look in that book to DLC -- this looks like five zeros. It was marked R-1 for Runatz 1 earlier today.
Do you see that it says Report of Accidents and Unusual Occurrences at the top?
A. Yeah.
Q. Have you ever seen a report like that ever?
A. I can't recall.
Q. Do you see there is a pole number in there near the top, 51673. Do you have any memory of the pole number of the pole that was hit here?
A. No.
Q. Do you have any knowledge about what kind of vehicle hit the pole?
A. No.
MR. PARASHES: Let me just check my notes. We might be finished here. Let's take five minute. I appreciate your patience.
(Recess taken.)
BY MR. PARASHES:
Q. I want to show you one more photograph that may help us refer to the roofs

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that you were talking about. JAW 32 please. I guess that brings us up to Pierce 8.
(Pierce Exhibit No. 8 was marked for identification.)
Q. Earlier you made some description of roofs you were getting on, the garage and such. Looking at this photograph, which is Pierce 8, can you with this red marker, first you can point with your fingers so we don't make any mess here or with a pencil, can you point to the roof of the garage that you were talking about.
A. (Indicating).
Q. That is the one you got up on first?
A. Yeah.
Q. That is the garage roof, right?
A. Uh-huh.
Q. Then you talked about another flat roof, Mr. Pierce. Can you point to that please if you see it.
A. I don't see it.
Q. Can you show me where it was before the fire damage?
A. Best guess, it is behind this parapet wall right here (indicating). This is

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like a parapet wall up here, the top roof.
Q. Let me come around so I can follow you.
A. There is like three.
Q. Obviously we have a lot of damage. We have the garage roof, and you are pointing with your finger to where again, the parapet?
A. Somewhere in this area (indicating) where the top of this pole is, it seemed like there was a roof line right there.
Q. If I just put approximate roof line (indicating), that would be the flat roof that you talked about?
A. Yes.
Q. When you got on that flat roof can you point to where the masts were?
A. You can't see it. It was behind that wall. See where this dotted line is?
Q. Yes.
A. It is behind that.
Q. Once you got on that flat roof and you were standing on it, were you able to physically with your arms reach, access those masts?
A. Yes.

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Q. Mr. Boehm was standing on this garage roof to help you; right?
A. Yeah.
Q. This little drive-in area here in front of the garage is where you parked your truck?
A. Yes.
Q. All right. Do you remember if the funeral home was the last building to be reinstated after that pole was put up again?
A. I don't remember if there were any other ones.
Q. If you look at what has been marked Novak 2, MW07, that was annotated by Mr. Novak. Do you recognize the connectors that he cut?
A. Yes.
Q. They are both marked hot leg on the sketch, right, on the photo I mean?
A. Yes.
Q. Did you see any other connections to the single phase secondary going to other buildings?
A. No, not that I recall.
MR. PARASHES: Okay. That's all I have for you. I appreciate your being

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patient.
MR. TUPI: No questions.
(Signature not waived.)
(Whereupon, the above-entitled matter was concluded at 5:05 p.m.)
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COMMONWEALTH OF PENNSYLVANIA) ERRATA
COUNTY OF ALLEGHENY) SHEET

BURTON L. HIRSCH FUNERAL HOME, INC. and SERVICE CORPORATION INTERNATIONAL
vs.
DUQUESNE LIGHT COMPANY

I, ROBERT JOSEPH PIERCE, have read the foregoing pages of my deposition given on January 15, 2010, and wish to make the following, if any, amendments, additions, deletions or corrections:

Pg. No. Line No. Change and reason for change:

In all other respects the transcript is true and correct.

_____
ROBERT JOSEPH PIERCE

Subscribed and sworn to before me this _____ day of _____, 2010.

_____
Notary Public (VM)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, Vivian D. Macurak, a notary public in and for the Commonwealth of Pennsylvania, do hereby certify that the witness, ROBERT JOSEPH PIERCE, was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the foregoing deposition was taken at the time and place stated herein; and that the said deposition was recorded stenographically by me and then reduced to typewriting under my direction, and constitutes a true record of the testimony given by said witness, all to the best of my skill and ability.

I further certify that the inspection, reading and signing of said deposition were not waived by counsel for the respective parties and by the witness and if after 30 days the transcript has not been signed by said witness that the witness received notification and has failed to respond and the deposition may then be used as though signed.

I further certify that I am not a relative, or employee of either counsel, and that I am in no way interested, directly or indirectly, in this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 18th day of January, 2010.

S/Vivian D. Macurak
_____

_____

IN THE COURT OF COMMOH PLEAS OF ALLEGHENY COUNTY,

PENNSYLVANIA

- - -

BURTON L. HIRSCH FUNERAL HOME, INC. and SERVICE CORPORATION INTERNATIOHAL, as managing company for Burton L. Hirsch Funeral Home, Inc.,	) CIVIL DIVISION) No. G.D. 09-1472) DEPOSITION OF BRANDON BOEHM
-vs-	) Filed on Behalf of Plaintiffs
DUQUESNE LIGHT COMPANY, Defendant.	) Counsel of Record For This Party:) Peter T. Parashes, Esq.) WHITE and WILLIAMS, L.L.P.) 1650 Market Street) One Liberty Place) Suite 1800) Philadelphia, PA 19103

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DEPOSITION OF BRANDON BOEHM, a witness herein, called by the Plaintiffs, BURTON L. HIRSCH FUNERAL HOME, INC. And SERVICE CORPORATION INTERNATIONAL, as managing company for Burton L. Hirsch Funeral Home, Inc., for examination, taken pursuant to the Pennsylvania Rules of Civil Procedure, by and before Judith A. DiSilvio, a court reporter and a notary public in and for the Commonwealth of Pennsylvania, at the offices of White and Williams, L.L.P., The Frick Building, 437 Grant Street, Suite 1001, Pittsburgh, Pennsylvania, on Wednesday, March 31, 2010 at 11:30 a.m.

- - -

COUNSEL PRESENT:

For the Plaintiffs:

Peter T. Parashes, Esq.
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PROCEEDINGS

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BRANDON BOEHM, a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

- - -

BY MR. PARASHES:

Q. Mr. Boehm, my name is Pete Parashes, we've introduced ourselves off the record and as I'm sure you know I'm here to ask you some questions that are related to the fire accident that happened at the Hirsch Funeral Home?

A. Yes.

Q. Back in January of '09?

A. Okay.

Q. And related activities before the accident that were being carried out by Duquesne Light. Now before I ask you anything, just some simple housekeeping that I'm sure that you've gone over with your lawyer, but just to have it clean. Your answers to my questions are going to be transcribed by the court reporter who is sitting here and we both have to use verbal answers so that she can get things on the record, so I or Mr. Tupi might remind you once in a

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while not to nod or use a hand gesture, you have to try to remember as best you can to use a verbal response, even though normally we can get away with nodding our head, okay?
A. Okay.
Q. Make sure that you understand what I'm asking and have heard it before you answer, otherwise I'll move ahead on the assumption that you heard and understood.
If you don't understand the question just tell me to speak up, clarify it, repeat it, whatever, and I'll be happy to do that, otherwise I'm going to move on, okay?
A. Uh-huh.
Q. Yes?
A. Yes.
Q. We'll practice. Now I may take a little longer than some other people to get the last words dribbled out in asking the question, please try to let me get them all out before you start to answer so we don't overlap, even though you may in your own mind have figured out what the question is. Similarly, if I cut you off or interpreted you before you finished an answer by starting a new question, tell me that you didn't finish so that you can get it all out, okay?

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A. Okay.
Q. If you need a break, if there is any reason why you can't understand or proceed, tell us and we'll try to accommodate you. You're not here as a prisoner, there is a restroom nearby, there's water, so speak up if you need anything, okay?
A. Okay.
Q. And one more thing, when you're telling me answers or giving me information, and we're not here to test you, this is to get facts and information the best you can remember it, if there's something that you're giving me that is an approximation or estimate, just tell me, I'm estimating or approximately, so I understand that it's that and that will make it plainer.
MR. PARASHES: Having gone through all that, is this gentleman going to read and sign also or no?
MR. TUPI: Sure.
Q. Let's get some background information briefly. What is your job today?
A. Journey line worker.
Q. Come again?
A. Journey line worker, journey line worker.
Q. What was your job back on January 9 and January 10, 2009?

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A. Journey line worker.
Q. And very briefly what does that job involve?
A. Working on any of Duquesne Light's facilities, overhead wire from a secondary voltage, which is one twenty, two forty, up to thirteen thousand two hundred or twenty-three thousand.
Q. All right. And do you work on a crew with other men?
A. Yes.
Q. Is Bob Pierce on that crew these days?
A. Bob is still on the back shift, I'm now working daylight.
Q. You're no longer on back shift?
A. No.
Q. When did you go off the back shift?
A. The first of this year.
Q. Okay. Well, let's go back to the time that you worked back shift and the time that the accident happened, okay?
A. Yes.
Q. And I want to focus on the period January 9, January 10, and first thing is do you remember that there was a fire at the Hirsch Funeral Home?
A. Yes.
Q. Now if we go back before the fire you were

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working back shift along with Bob Pierce and some other fellows; true?
A. Yes.
Q. And at the time that you were dispatched and went out to repair a pole on Murray Avenue near the Funeral Home, do you remember that event, going out to deal with reinstating service and deal with a down pole?
A. Yes.
Q. When you were dispatched where were you sitting or located before you went out?
A. At the service center in Penn Hills.
Q. Now when the call came in do you remember who went out first?
A. No, I don't remember that.
Q. But did somebody go out before you went out?
A. Can't say for sure.
Q. Okay. At some point did you along with other crew members go to the Murray Avenue location where there was a down pole and to the vicinity of the Hirsch Funeral Home?
A. Yes.
Q. And as best you remember about what time was it that crew arrived out there?
A. It was after dark, I can't really put a time

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to it.
Q. Well, now I don't think we have any dispute here, the fire itself happened on a Saturday morning, which was January 10. Can you tell me what you remember about your hours, what your shift normally was, back shift, for Friday and then going into Saturday, please?
A. Normal hours on Friday would be three in the afternoon until one in the morning.
Q. But there would be times when you would have to work overtime under special conditions; right?
A. Yes.
Q. Was this one of those times?
A. Yes.
Q. Is it your memory that it was sometime late Friday night or early Saturday morning while it was still dark that you went out there?
A. Yes.
Q. And more specifically than that you can't tell me; is that fair?
A. I couldn't tell you the time.
Q. That's fine. Now when you went out who else did you go out with?
A. I believe I was on a truck with Dave Wilker.
Q. Okay. A Duquesne Light truck with Dave

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Wilker?
A. Yes.
Q. And what was that truck carrying that had to do with this job besides you and Dave Wilker?
A. We were on a winch truck. We, obviously, towed the pole out there, the new pole that we were replacing.
Q. And what was, is it Dave Winker or Wilker?
A. Wilker.
Q. I'm sorry, just the way it sounds, W-I-L-K-E-R?
A. Yes.
Q. What was his job?
A. He was the crew leader.
Q. What about Mr. Shields?
A. He's also a crew leader.
Q. Was one above the other?
A. No, I wouldn't say that, no.
Q. Okay. So when you arrived with Mr. Wilker out at the location where the pole was damaged, did you see it damaged, I'm trying to cut through some of this, you saw a damaged pole; correct?
A. Yes.
Q. Now when you first got there was it still dark?

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A. Yes.
Q. When I say there, when you got at the location where the damaged pole was on Murray Avenue was it still dark out?
MR. TUPI: Objection to the form, the pole was on Forward Avenue.
MR. PARASHES: Didn't I say Forward?
MR. TUPI: No, you said Murray Avenue.
MR. PARASHES: I'm sorry, I'm glad you corrected me. I apologize, that happens to me sometimes. Let me repeat that, Mr. Tupi corrected it there.
Q. The pole that was damaged here was on Forward Avenue; correct?
A. Yes.
Q. And the Funeral Home is on Murray Avenue; correct?
A. Yes.
Q. And the Funeral Home is up above the pole at an elevation like going up a hill; is that fair?
A. Yes.
Q. So your initial destination was Forward Avenue where there was a damaged pole; right?
A. Yes.
Q. When you got there it was still dark out?

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A. Yes.
Q. And what was the weather like in terms of wind, snow, rain, anything like that?
A. I don't believe there was any rain or snow or anything.
Q. Was it cold, warm, something else?
A. It was January, so I imagine it was probably cold out.
Q. And if you don't remember what it was?
MR. TUPI: Mr. Boehm, you were guessing. If you don't remember, say you don't remember. Don't say what it must have been because that implies that you really don't remember.
Q. And Mr. Tupi is right, this is not a test. If you honestly don't remember something, just tell us you don't remember, okay? And if you remember it partially, you remember it was dark out, that's some information. You don't remember what time, but you remember it was dark out; right?
A. Yes.
Q. So you don't remember what the weather was except that it was obviously January weather of some form; fair?
A. Yes.
Q. When you got there with Mr. Wilker, just

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please describe what you first saw in regard to that damaged pole, the pole that had the damage that was going to be replaced, just describe it with your own words?
A. It was broken in two places, at the ground and about halfway up.
Q. There were two places where it was broken?
A. Yes.
Q. And when you say broken, like splintered or like a baseball bat or how?
A. It was broken like a baseball bat.
Q. Now was it still kind of hanging together with strands of wood or was it severed?
A. It was broken, it needed replaced.
Q. Okay.
A. I don't remember.
Q. What I'm trying to get at is apart from the fact that you've explained that it was broken to the point that it had to be replaced, do you remember if it was severed so that one piece of it was separate from the other?
A. They were still touching. The two pieces were still touching together, they weren't separated by air, they were broken.
Q. I understand. Now was the pole still

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straight up or was it hanging and, you know, listing or leaning over?
A. It was leaning.
Q. Now what about the conductors, the wires that were attached to the pole, and the transformers, please describe those as you saw them when you first got there?
A. They were still attached to the pole.
Q. And when you say -- were they sagging, were they in their normal position, a different position?
A. They were sagging because the weight of the pole was on them.
Q. Were they all connected at the insulators or were the insulators now broken?
A. I don't remember the position of the insulators.
Q. Do you remember if any of the wires were touching each other?
A. No, I don't remember that.
Q. Do you remember what you saw as far as transformers on that pole?
A. There was a three-phase there.
Q. And what shape were they in?
A. Other than they were still attached to the pole and leaning with the pole, they were all right.

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Q. They seemed to be in usable condition, not leaking oil or damaged?
A. I don't remember them being damaged.
Q. That's fair enough. That's fine. Now did you have any job yourself after you got there, did you have any job assignment in connection with repairing the pole itself or the electrical apparatus and components on the pole itself?
A. No, I wasn't.
Q. Were there some other men who were focusing on dealing with repairing the pole and the equipment such as wires and transformers that were connected to it?
A. Yes.
Q. But they weren't you, right?
A. No.
Q. Correct?
A. Correct, yes.
Q. So now who as best you remember, let me just ask you to save a little time, was Mr. Novak, Bryan Novak, and Mr. Sipe, were they involved in dealing with the pole in some way that you remember?
A. Mr. Novak was, I don't remember if Rick was.
Q. You don't remember one way or the other?
A. I remember Bryan was in the bucket, I don't

Page 16

remember if Rick was.
Q. Rick is Sipe; right?
A. Yes.
Q. Fair enough. And do you know a fellow by the name of Joe Frankhauser?
A. Yes.
Q. Was he at the site?
A. I didn't see him.
Q. When you arrived with Wilker who else did you see at the site who you knew by name or by face?
A. Timmy Shields.
Q. Timmy Shields was there already?
A. Yes.
Q. And who else?
A. Rick Sipe.
Q. Rick Sipe was there already, anybody else there already?
A. Bob Pierce was there.
Q. Okay. Yes. Anybody else that you remember?
A. Nope.
Q. What about a fellow named Lewis, Don Lewis, was he there?
A. Later, he came later.
Q. When he came later what was he doing as far as, you know, what was his job?

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A. He's our foreman so he was overseeing the work we were doing.
Q. Okay. Now when you got there do you know whether the conductors up on the pole were still energized or not?
A. No, they were not energized.
Q. Do you know how they got deenergized, do you know?
A. Not without looking at a circuit map.
Q. That's fine. That's fine. But your knowledge is at the point when you got there they were not energized; correct?
A. Correct.
Q. By the way there is a substation right nearby there, isn't there? Or if you don't know you can tell me that you don't know?
A. I don't know.
Q. Okay. What were the other fellows doing when you got there with Mr. Wilker?
A. I don't know exactly. I don't understand.
Q. Were they standing around with their hands in their pockets, were they putting buckets up to look at the pole, were they starting to dismantle stuff?
A. Yes, we were dismantling the broken pole, getting ready to set the new pole.

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Q. So when you got there that process had started?
A. Yes.
Q. You and Wilker came and the fellows who were ahead of you were starting to prepare cleanup and so forth, is that right or not? I'm just trying to get the picture of what you were seeing when you got out there?
A. Yes.
Q. Now when you got out of the truck with Mr. Wilker, at some point did you get an assignment or get told by your supervisor or foreman, this is what I want you to do on this project?
A. Yes.
Q. I mean somebody had to give you a direction, you weren't the high man on the totem pole; right?
A. Yes.
Q. So what instruction or direction were you given as to what you were supposed to do on this project here?
A. I was preparing material, the new material that was going to be put on the new pole that was going to be set.
Q. Okay. And what was that material as best you remember?

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A. Cross arms, the new transformers, the wire that needed to be put in the new transformers.
Q. Okay.
A. Generally --
Q. I'm sorry, I didn't mean to interrupt you.
A. There's other things, but I don't remember exactly everything.
Q. Now when you got there yourself and you were preparing like the new wires, the things that you described in a general way, as best as you remember and can visualize it, did you see that any of the conductors that had been connected to the pole were severed or broken?
A. I don't remember.
Q. Okay. Now apart from that pole, the pole that had the serious damage that you've described that had to be replaced, were there other poles that had equipment on them that was damaged and/or cross arms on them that were damaged, like a pole moving in front of or behind the pole that was severely damaged that had to be replaced?
A. No, I don't remember. If there were I don't remember.
Q. Okay. At some point did you provide material and equipment to people who were doing work to replace

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the pole and to replace the equipment on the pole?
A. Yes.
Q. And at some point were you given the assignment of going up to the Funeral Home to do anything up there?
A. Yes.
Q. Okay. Now just to help me with this, please, to get the sequence timing wise, when you first arrived, if I understood you right, the first things that you were doing was helping deal with material and preparation of material to replace the pole and the electrical equipment on it; is that fair?
A. Yes.
Q. And at some point later you were given an assignment to do something up at the Funeral Home; is that correct?
A. Yes.
Q. Now roughly, just roughly, how long after you got there did you go up to the Funeral Home to do anything up there?
A. I don't know.
Q. All right. But I mean can you estimate whether it was several hours as opposed --
A. It was hours.
Q. Okay. So your concentration in the beginning

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for hours was at Forward Avenue; right? Down where the pole was?
A. Yes.
Q. When was it -- or excuse me, strike that. At what point in the repair process, in the replacement process were you told to go up to the Funeral Home to do something; in other words was it after the pole was replaced, was it after some new transformers were put up, at some point you were told to go up, just help me understand when in sequence that was?
A. It was after the new pole was replaced and the new equipment was put on the new pole.
Q. Okay. Now before you went up to the Funeral Home to do anything up there, did you see anybody doing any splices on any conductors on Forward Avenue?
A. No.
Q. Do you know if any splices were required?
A. No, I don't remember.
Q. Okay. So let's go now to the assignment that you had, please, up at the Funeral Home, okay? Who told you to go up there?
A. I don't remember who told me or if anybody told me, I was just assisting another lineman.
Q. Bob Pierce?
A. Yes.

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Q. And was he a little bit senior to you?
A. Yes.
Q. And your job was to be helper to him?
A. Yes.
Q. Before you went up to the Funeral Home had anybody from the crew, as far as you know, gone up there to look at anything?
A. I don't remember.
Q. Okay. But you did go up there yourself at some point; true?
A. Yes.
Q. And you went up together with Bob Pierce or all by yourself?
A. With Bob Pierce.
Q. In a truck?
A. I walked up, he drove his truck up.
Q. You walked up?
A. Yes.
Q. And which direction did you go, tell me which direction you walked to get there?
A. I believe there was a set of steps in the rear of the building from Forward up to the Funeral Home itself.
Q. So you went directly from Forward, not all the way around up to Murray; correct?

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A. Right.
Q. Now at the point that you were walking up those stairs you could see the Funeral Home; correct?
A. Yes.
Q. Did you see anything that looked like it was a problem, that was an indication in any way at all that there may have been a fire or problem inside there?
A. No.
Q. Did you hear any strange noise coming out of there of any kind?
A. No.
Q. Was the Funeral Home totally black, by that I mean no light coming out of it?
A. Yes.
Q. And was it your understanding that the power to the Funeral Home had been lost?
A. Yes.
Q. Okay. So when you got up to the Funeral Home and Bob Pierce was driving up to the Funeral Home in the bucket truck, what happened next?
A. I waited for him to get there and backed him into the driveway.
Q. You backed the truck in?
A. No, I watched him. By backing I mean I

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watched him backing up so he didn't run into anything.
Q. You helped give him directions because it was dark?
A. Yes.
Q. And what kind of lighting were you fellows using besides whatever light was on the front of the truck?
A. We have lanterns, hand-held lanterns and lights on our hard hats.
Q. Okay. Just to save a little time, I don't think we have any dispute about this, did you park in a little driveway in front of a small garage that was between the cleaners and the Funeral Home?
A. Yes.
Q. And if you stood at the front of the Funeral Home, Mr. Boehm, and looked out across the street to the apartments, that driveway would be to your left; correct?
A. Yes.
Q. And if you were facing the Funeral Home from Murray Avenue the driveway would be to the right of the Funeral Home?
A. Yes.
Q. Okay. Just so we're talking about the same thing. Now Mr. Pierce backed in with his truck and

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then what happened next?
A. He went up and started to get ready to put a new service into the Funeral Home.
Q. Okay. Now do you know why a new service was going to be put into the Funeral Home?
A. No.
Q. Did you help Mr. Pierce by holding light, handing him tools, and that kind of thing?
A. Yes.
Q. Now I'm going to ask you again at the point, now you're up there, you're parked and you and Mr. Pierce at some point you're both out of the truck and you've got to go and install new equipment; true?
A. Yes.
Q. And your goal, if I understood it from Mr. Pierce, was to put a triplex in; is that right?
A. Yes.
Q. Did you know, did you, yourself, know where the mastheads were and where you had to go at the Funeral Home in order to make this repair or did you have to go look around and, you know, like circle around with lights and such to find it?
A. No, it was -- I could see where it needed to be attached to the building.
Q. And when you drove up and you started

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looking, were you shining a light to kind of look at it to see what was there?
A. Yes.
Q. Were any of the service conductors to the Funeral Home, any of the service conductors broken or snapped or unconnected?
A. I don't remember.
Q. Were any of the points out of position?
A. I don't remember.
Q. Who was the person who made the new installation and connections?
A. Bob Pierce.
Q. And what was your -- when he was doing that how close by were you to help him?
A. Within arms reach.
Q. All right. Now during the time that -- strike that, please? In order for Bob Pierce to get to the masthead where the service lines were, did he have to use a ladder, a bucket, jump up on something, how did he get up there?
A. Bucket.
Q. From the truck?
A. Yes.
Q. And from the bucket where did he step in order to get there?

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A. He worked out of the bucket, he was able to reach it with the bucket.
Q. And where were you when he was in the bucket?
A. Standing on the roof below him.
Q. And how did you get on the roof?
A. Ladder.
Q. Okay. And just as you're visualizing this in your head thinking back, could you tell by looking at it that the Funeral Home had different additions from different eras of time?
A. Yes.
Q. Some of it was old and some of it was more modern; is that fair?
A. Yes.
Q. Was the level at which Mr. Pierce was working and that you were assisting, are we dealing with the level that is up at the second floor?
A. I don't remember.
Q. All right. Well, let's leave that for now then, if you don't recall, you don't recall that. When Mr. Pierce was up doing the work at the mastheads, do you remember that near the mastheads there were some windows and there was a wall?
A. I don't know.
Q. All right. That's fine. While he was doing

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the work he was doing up there, up until the time that he stopped doing whatever work he was doing, okay, up until the time he stopped doing whatever he was doing, did you smell anything unusual or hear anything unusual from the Funeral Home or anywhere around there?
A. No.
Q. Would you describe in your own way just describe how Mr. Pierce went with your help, with you working with him, how he went about disconnecting or dealing with the existing service at the Funeral Home and then installing the new triplex, just describe it for us, please?
A. He hooks the triplex into the insulator, or one point we call them, with a wedge grip, and you tap the neutral on.
Q. The neutral first?
A. Yes.
Q. Okay.
A. And then two hot lines.
Q. When he taps it on, doesn't he have to tape it?
A. Yes.
Q. Go through with us a little bit. In order for him to attach the neutral what would he have to do?
MR. TUPI: Is this what he recalls?

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MR. PARASHES: What he saw, yes.
Q. That's what we want, what you saw, just what you saw, yes?
MR. TUPI: Fair enough.
A. You dead end the wire and then you leave this much neutral sticking out (indicating).
Q. It's about a foot and a half?
A. Whatever you need to make it look -- you don't want to look sloppy or out of sorts.
Q. What is your estimate of how much neutral wire was coming out of the building, out of the masthead, roughly?
A. I don't know how much wire was coming out of the masthead.
Q. But there was some amount so he could work with it; true?
A. True.
Q. What did you see him do, describe the process?
A. The triplex, neutral, and tap it onto the neutral.
Q. Tap mean's, that's a term used, tap means connect?
A. Connector.
Q. And then what would he do as far as taping it

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or covering it?
A. Well, at that point it was deenergized so he made all three connections first and then taped his connections.
Q. Okay. Now what were you doing, were you handing him equipment?
A. Yes.
Q. Now just to visualize where you were, Forward Avenue, is it fair to say that Forward Avenue was down below Murray Avenue so that you can kind of look down to where the pole was?
A. Yes.
Q. Could you see the fellows down where the pole was?
A. Yes.
Q. And when the triplex was sent up to you, was the triplex coming from the pole up to the Funeral Home to the location of the masthead; right?
A. I don't remember if it was coming from the pole.
Q. But it came down from Forward Avenue, didn't it?
A. Yes.
Q. It was fed from Forward Avenue?
A. Yes.

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Q. Did you see the existing service before it was disconnected?
A. No, I don't remember looking at it or seeing it.
Q. But in any event, let me just ask you this, the wires that were coming from Forward Avenue, were they coming in an upward direction, a downward direction or completely even?
A. I don't remember what kind of angle was on them other than they were going down to Forward.
Q. Can you describe at all the relative position of Forward to where you were at Murray; in other words was it clearly a downhill location?
A. Yes.
Q. And did the triplex wire have to come through some trees or tree branches in order to get to you?
A. Yes.
Q. And was it in any way steadied or positioned on the tree branches so that it would get some more support?
A. I don't remember.
Q. But you do remember that there were trees and branches through which it had to be run; true?
A. Yes.
Q. And similarly the old conductors that were

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replaced for the service line went the same direction through trees and branches to get down to the pole?
A. Yes.
Q. Now when Mr. Pierce got finished with the three taps as you've described them, did he tape up the connections before anything was done to energize -- or did he at some point tape them?
A. Yes.
Q. In the meantime while Mr. Pierce was making the taps and then doing the taping, what was going on down on Forward Avenue at the pole?
A. All I know is Bryan Novak was waiting for us to give him the okay to energize it.
Q. You guys were coordinating, you were communicating, weren't you?
A. Yes.
Q. When I say you guys, Mr. Pierce and you and Mr. Novak and perhaps somebody else down there?
A. Perhaps.
Q. Because you had to communicate with each other to get this job done; correct?
A. Yes.
Q. You didn't want Mr. Novak energizing until Mr. Pierce was ready; correct?
A. Yes, that's correct.

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Q. Now what was done to let Mr. Novak know, if anything, that he could energize?
A. We hollered down to him, go ahead and make it hot.
Q. And by the way could you hear him holler up from down there to you guys?
A. Yes.
Q. So there was no worry in your mind that you could hear each other; true?
A. No, we could hear each other.
Q. And then at that point when you hollered to Mr. Novak where was he located?
A. He was in the bucket in the air at the secondary bank.
Q. This secondary bus? When you say the secondary bank what are you referring to?
A. The three-wire bank that was running on.
Q. The secondary bus onto which the service line was tapped?
A. Yes.
Q. Okay. And that was for a single phase; right?
A. Yes, single-phase lighting bank.
Q. So what happened next?
A. We told Bryan to make it hot and he energized

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it.
Q. And did you see what he did from where you were?
A. I couldn't see him.
Q. It's too far to see details?
A. It was night, I couldn't see him.
Q. And what happened next after you yelled or hollered to energize or make it hot, what happened next?
A. He made his connections at the bank and energized the service.
Q. And then what happened?
A. It was energized and we started to clean up the stuff on the roof or wherever we were.
Q. Now let me ask you this, please, before we go on. Did you, in your own mind, know when it was energized or did you just have to assume he did it; in other words when you fellows yelled, make it hot, is there something that told you that he did it?
A. No.
Q. You said it to him and then proceeded on the basis that he would be doing it; is that true?
A. True.
Q. And then in the meantime you fellows were gathering up your tools and getting ready to go; is

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that right?
A. Yes, to pull out of that driveway.
Q. You had some tools up there, didn't you?
A. Yes.
Q. And some materials?
A. Yes.
Q. Tape and what have you?
A. Yes.
Q. And so did you and Mr. Pierce get off of the roof?
A. Yes.
Q. And get back into your truck or start --
A. He did, I didn't get into the truck.
Q. What were you doing?
A. I was going to --
Q. Walk back?
A. I was putting stuff onto the truck and I was going to walk back down the way I came up.
Q. Okay. So Mr. Pierce had gotten into the truck, you were loading the truck; correct?
A. Yes.
Q. And you told us the truck had backed in; right?
A. Yes.
Q. So Mr. Pierce is facing Murray Avenue; right?

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A. Yes.
Q. And at some point before Mr. Pierce pulled out in his truck did anything unusual happen?
A. Unusual, what do you mean unusual?
Q. Well, did you become aware that there was smoke or fire in the Funeral Home?
A. Yes.
Q. Would you consider that unusual?
A. Yes.
Q. That's what I'm talking about. So at what point, let me just clarify it, did you, yourself, become aware of smoke or fire at the Funeral Home to your knowledge before Mr. Pierce did?
A. No, I don't remember who knew first.
Q. Okay. But as best as you remember when you first became aware that there was smoke or fire at the Funeral Home, do I have it right, correct me if not, you were loading up the truck in the driveway and Mr. Pierce was in the truck?
A. Yes, I was putting stuff on the back of the truck. I was going back and forth cleaning up materials and stuff up from the roof I was on and the back of the truck.
Q. And Mr. Pierce was in the truck?
A. I don't remember where he was at, I don't

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know if he was still in the bucket taking care of his tools, I don't remember where exactly he was.
Q. Okay. But what did you first see, Mr. Boehm, what did you first see that in any way made you think that there might be or was a fire inside the Funeral Home?
A. Smoke.
Q. And where did you first see it?
A. Coming from the roof.
Q. Okay. And when you first saw it what did you do?
A. Made sure everybody else was seeing it too.
Q. Tell us what you did to accomplish that, did you holler?
A. I yelled down to the guys below.
Q. What did you yell?
A. I said, there's smoke coming out of the building here, a lot of smoke.
Q. What did Mr. Pierce do at that point?
A. He was out of the bucket and pulled the truck out onto the road.
Q. Did he do any hollering down to the fellows below?
A. I don't remember.
Q. What, if anything, do you know that Mr. Novak

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did?
A. Other than he deenergized the service, that's all I know he did.
Q. Did you see him -- when you yelled or hollered, there's smoke, or words like that, I'm sure you don't remember the exact words, when you yelled or hollered that there was smoke, could you see the fellows down by the pole generally or over at the pole?
A. No, I saw Bryan.
Q. Okay.
A. I didn't see the other guy.
Q. Where did you see Bryan at that point?
A. He was still in the bucket.
Q. Was he up above or was he partially down?
A. He was still in an elevated position in the bucket.
Q. Was he at the position that he had been when he was doing the connecting or was he partially down?
A. He was in the position where he was connecting service.
Q. And when you hollered whatever words you hollered after seeing the smoke, did he holler anything back or did you see him doing anything?
A. No, I just saw him deenergize the service.
Q. Well, that's what I'm driving at, you saw him

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doing something?
A. Yes.
Q. And what did you see him do?
A. He took pliers and snipped the hot lights on the service.
Q. Okay. Now at the point that he did that as best as you remember, at that point were you able to see anything but smoke at the Funeral Home, like was there anything more going on than smoke at the roof or coming out of the roof?
A. I just saw smoke coming out of the roof.
Q. Did you later see anything like a flame or a glow?
A. I saw flames through the window.
Q. Later?
A. Sometime after I saw the smoke.
Q. Fine. And while you and Mr. Pierce were still up there is what I want to get straight, too, at some point you and Mr. Pierce got back down to Forward Avenue; true?
A. True.
Q. But before you and Mr. Pierce went back down did you, yourself, see some flame at windows?
A. Yes.
Q. At the second floor?

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A. I don't know what floor it was.
Q. But were those windows near the location where the mastheads had been?
A. I don't remember how close or far away they were from the mast.
Q. Now if you were to just think back, from Mr. Pierce and/or you, I wasn't clear whether you hollered, make it hot, or Mr. Pierce did, or both of you did to Novak, was it you that hollered down there?
A. I hollered it down, I'm not sure if Bob did or not.
Q. At least you know you did?
A. Yes.
Q. From the time that you hollered, make it hot, and then you went through the process of gathering tools, materials, and so forth and coming down and starting to pack the truck, until the time that you first saw any smoke roughly how long was it?
A. I can't really put a time to it.
Q. I'm not asking you for anything exact, you know, it wasn't a day; right?
MR. TUPI: Don't guess, Mr. Boehm.
Q. I'm just trying to get a rough estimate, something like minutes, versus hours, versus seconds?
A. I don't know.

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Q. Let me ask it a different way, from the time that you hollered down to Mr. Novak to make it hot until the time that you and Mr. Pierce drove out of that driveway, roughly how long was it?
A. I don't know.
Q. Was it something that was as long as half an hour to get out of there?
A. I don't know.
Q. You can't even estimate it within fifteen minutes or thirty minutes versus ten minutes?
A. It was less than a half an hour.
Q. By the time you guys left?
A. Yes.
Q. And how long after you and Mr. Pierce first saw the smoke and hollered, there's smoke, how much more time did it take you and him roughly, approximately, to get out of there, to pull out of that driveway? Did you stick around there and investigate anything or did you just try to get packed up and get out?
A. I don't know how long we were there after we saw the smoke.
Q. When you saw the smoke did you do anything to try and look at where it was coming from or to do anything other than pack up your equipment and truck

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and get out?
A. I didn't investigate into the fire, if that's what you're asking me.
Q. That's what I'm asking; right? Or whether you or Bob went back up to look at the connections or to try to go around and look in windows of the Funeral Home, do you understand what I'm saying?
A. No, we did not.
Q. So is it fair for me to say that your goal, when you saw smoke your objective was to get your property, your materials and equipment and get back to your crew as opposed to looking around and dealing with anything more at the Funeral Home?
A. Can you repeat that again?
Q. Sure. Is it fair for me to say that after you and Mr. Pierce saw the smoke, that your efforts were to pack up, finish packing up your equipment and material and get back to Forward Avenue as opposed to doing anything further at the Funeral Home?
A. Yes.
Q. Now when you and Mr. Pierce were driving back to Forward Avenue you were driving back to rejoin the crew?
A. He was, I walked back.
Q. You actually walked back?

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A. Yes.
Q. Before Mr. Pierce drove and you walked back did you and he have any conversation at all about what happened here?
A. Not that I can remember.
Q. Did it surprise you that that happened?
A. Sure, I was surprised, but we didn't talk about why it happened.
Q. Did you have any concern maybe somebody was in the building?
A. Yes.
Q. Did you guys go and knock on the door or anything?
A. I didn't.
Q. Did Bob?
A. I don't know.
Q. Did anybody call the fire department that you know of?
A. Yes.
Q. Who did that?
A. Timmy Shields.
Q. Okay. Now how do you know Timmy Shields did that?
A. I say him on his cell phone and knew that is what he was doing.

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Q. Did you see him doing that after you got back to Forward Avenue or did you see him before you even --
A. Before I even got there I saw him.
Q. You saw him?
A. Yes.
Q. And he told you he had called the fire department?
A. Yes.
Q. Did you meet up with Tim Shields and Bryan Novak and Rick Sipe and Bob Pierce and the rest of the crew fellows back down by the pole while the place was burning?
A. Yes.
Q. And tell me what conversation was had there about what happened? That must have been kind of an upsetting thing to see?
A. I don't remember the substance of any conversation, if there was many.
Q. Did anybody, anybody, ask you and Bob Pierce like anything about, geez, did you notice anything up there or what were the conditions? Whether it was Mr. Shields or Mr. Wilker or anybody, ask you fellows what you saw or did at the Funeral Home for information?
A. I don't remember.
Q. You don't have any memory at all of that?

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A. No.
Q. Did anybody at the Forward Avenue location over down by the pole, anybody in the crew give any comment or idea as to what could have possibly happened there?
A. I don't remember.
Q. You didn't hear anybody that you can recall saying, it could have been this or it must have been that or anything like that?
A. I don't remember what was said or talked about.
Q. Did you ever have another experience like this where you just got finished doing some reenergizing of a customer's location and have a fire take place in their building?
A. No.
Q. This was a unique experience, yes?
A. For me?
Q. Yes, that's what I'm asking?
A. Yes.
Q. And did you ever ask anybody what the Dickens happened?
A. I don't remember asking anybody specifically.
Q. Were you curious as to why it happened?
A. Yes, I was curious.

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Q. But you never asked anybody what you think happened?
A. I don't remember if I did or not.
Q. All right. Did you ever hear Mr. James -- do you know Mr. James?
A. Dave?
Q. Yes.
A. Yes.
Q. Did you ever hear him express an opinion that a primary wire came into contact with a neutral secondary or with another wire, anything like that at all?
A. No.
Q. Did you ever hear anybody working for Duquesne Light express any kind of an opinion of any kind at all as to what caused this?
A. No, I don't recall.
Q. You didn't. When you first saw the smoke did you hear any kind of noise there?
A. No.
Q. Like a buzzing or a whirring noise, anything at all?
A. No.
Q. And before you smelled the smoke -- before you saw the smoke I meant to say, before you saw the

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smoke did you smell anything at first and then look or did you see the smoke first -- strike that. Did you ever smell the smoke at any point before you left the Funeral Home?
A. Before I left the scene at all?
Q. Yes.
A. Is that what you're asking me?
Q. Yes.
A. Yes, I smelled the smoke.
Q. Eventually?
A. Yes.
Q. I'm not being a wise guy, some people don't smell things very well. You are able to smell smoke and odors like that?
A. Yes.
Q. And I don't mean that to be -- so at some point you did smell smoke; right?
A. Yes.
Q. And my question to you is did you see the smoke before you smelled it?
A. Yes.
Q. So that was your first alert that there was anything wrong was actually seeing the smoke?
A. Yes.
Q. And by the way, thinking back, do you

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remember if there was much of a wind at that point?
A. No, I don't remember.
Q. You don't recall one way or the other?
A. No.
Q. And when the fire -- well, strike that. When the smoke first appeared was it still dark out?
A. Yes.
Q. And do you have any ability to approximate roughly what time it was?
A. No, I don't remember that.
Q. But we can agree it was morning; right?
A. Yes.
Q. And we can agree it was still dark?
A. Yes.
Q. And at that point was there any kind of snow falling or rain or anything like that at that point when you noticed the smoke?
A. I don't remember.
Q. You know Bryan Novak; right?
A. Yes.
Q. Did you talk to him about this event or not?
A. I don't remember if I did or not.
Q. Never had any discussion about this at all?
Do you remember him saying anything about him seeing the fire himself there down below?

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A. No, I don't remember.
Q. Are you a friend of his?
A. Work colleagues.
Q. Okay. And you've been on the same crew with him up until the time that you left the back shift?
A. Yes.
Q. For how many months were you on the same crew?
A. Two years.
Q. Two years?
A. Yes.
Q. And you don't remember having any conversations with him about this fire?
A. No.
Q. Okay. I want to just show you some pictures, and they're not a whole lot, just a few of them, to make sure that we're clear on what we're talking about here, and I have copies for Mr. Tupi to make things easier (indicating).
MR. TUPI: Thank you.
Q. I'm going to give you a couple of pictures here. This has already been marked previously and let's mark, just give me a minute here. This one will be Boehm 1 and Boehm 2?
(Deposition Exhibit Nos. 1 and 2 were marked

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for identification.)
Q. I'm showing you now three pictures here, one of them was marked at Mr. Pierce's deposition as Pierce 8 and then we have two other ones that have been marked Boehm 1 and Boehm 2 after you, not because of you, now just take a look at those and I want you to just try and look -- first of all just take a moment and look at these three photos with the idea of seeing if you can relate the scenes that they show to each other, if you recognize the connection of them, just take a look, please, and tell me when you've had a chance to scan them with your eyes and look at them.
(Whereupon there was a brief pause.)
A. Okay.
Q. All right, sir. Let's start with Pierce 8 so we can hopefully do this quickly. Does Pierce 8 show the little driveway area and garage that you and Mr. Pierce backed the truck into in order to do your job?
A. Yes.
Q. And if we go over then to Boehm 1, which Boehm 1 is over here (indicating)?
MR. TUPI: Boehm 1.
Q. I'm sorry, Boehm 1 is here (indicating), okay? Do you see another view or a different view of the corner of the Hirsch Funeral Home in that general

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location, relating this to this (indicating)?
A. What are you asking me again?
Q. Do you see in Boehm 1 an area of the Funeral Home that was next to where you parked your truck?
A. This right here (Indicating)?
Q. Yes, sir.
A. Yes.
Q. Is that right?
A. Yes.
Q. And just to reference it, we see some modern windows on the left portion of the Boehm 1 photo; correct?
A. Yes.
Q. And those same windows show up from a different angle in Pierce 8; correct?
A. Yes.
Q. So the photographs are the same structure we can agree?
A. Yes.
Q. Just to get orientation. Now if you look over to Boehm 2, do you see the remnants of a masthead atop a very severely damaged and burned building?
A. Yes.
Q. Now I want you to go back for a minute to Boehm 1, if you look at Boehm 1 do you see a masthead

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in Boehm 1 at the Funeral Home?
A. Yes.
Q. Now just so we're hopefully talking out of the same hymnal here, do I understand that when you fellows did the job to make reconnections, that the masthead was at the back, on the -- above the brick wall as is shown in Boehm 2 in a damaged state? Let me just finish it, so that you would be walking along the side of the Funeral Home?
A. Yes.
Q. Along the brick wall and you would have to make a little bit of a left to go just beyond the corner, and then go up to access the masthead; is that correct?
MR. TUPI: Objection to the form of the question, difficult to understand. Are you asking him if the one they worked on is the one shown in Boehm 2?
MR. PARASHES: Well, let me ask that.
Q. Is the one that you worked on the one shown in Boehm 2?
A. I don't know.
Q. All right. Let me ask it a different way, it's obvious that it's very damaged in that shot, isn't it?
A. Yes.

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Q. But if you look at the one in Boehm 1 does that look like the one that you worked on?
A. I can't say.
Q. All right. Does that look like the location of the one that you worked on?
A. From that photograph I can't tell.
Q. All right. Well, let's go back to Boehm 1. When you and Mr. Pierce did this job, did Mr. Pierce or you have to get on top of the roof of the garage in order to access the masthead?
A. I was on top of the garage, but I didn't have access to the masthead.
Q. But you used the top of the garage to place your ladder; is that right?
A. No.
Q. Why did you go on top of that garage that we see in Pierce 8?
A. To be able to hand Bob tools and material.
Q. Okay. Now if you look at Boehm 1 you can see the cleaners; correct?
A. Yes.
Q. You can see the alley where the garage was; correct?
A. Correct.
Q. And you can see the edge or the cap on the

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brick wall of the Funeral Home; correct?
A. Correct.
Q. Was the masthead above the cap, somewhere above the cap of that brick wall?
MR. TUPI: Which masthead?
Q. The masthead that you fellows worked on?
A. I don't remember.
Q. Do you remember if it was at a higher elevation than the -- strike that. Let's mark these two now, Boehm 3 and 4.
(Deposition Exhibit Nos. 3 and 4 were marked for identification.)
Q. I'm showing you two additional photos that I've marked as Boehm 3 and 4 and I'll ask that you look at these in connection with Pierce 8, Boehm 1 and Boehm 2. See if they in any way help you recall the general location or anything about the location of where the masthead was, the masthead that you and Mr. Pierce worked on?
A. What are you asking me again?
Q. First of all just tell me when you've had a chance to orient yourself?
A. I've looked at them.
Q. Now if you take a look at Boehm 3 you see a fire burning; correct?

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A. Yes.
Q. Do you recognize that that's the Funeral Home burning?
A. Yes.
Q. Now if we go back and we look at Pierce 8 and Boehm 1 and 2, you can see the brick wall that was in the alleyway where you parked; correct?
A. Are you talking about this picture here?
Q. Yes. That shows up in Boehm 3 also; correct (indicating)?
A. Yes.
Q. Is that right?
A. What was your question again?
Q. All I'm trying to do is get you to tell me whether or not that you agree that this brick wall that we see here is the same brick wall that we have in, let me find Boehm 1 and 2, is the same brick wall that we have in Boehm 1?
A. Yes, that's the same brick wall.
Q. Okay, fine, just so we're getting oriented. Now this photograph, Boehm 3, shows you some structure in it because the fire is in progress, it hasn't consumed as much as was consumed by the time some later photos like Pierce 8 were taken. Looking at Boehm 3, do you see that there is at least one window or

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apparently a window with some glow, do you see that?
A. Yes, I see it.
Q. At a second-floor level and then there's some other windows up at like a dormer at a third level, do you see that?
A. Yes.
Q. Now having seen that now and seeing the fire, first of all, can you tell me as best as you remember where you first saw the smoke, and if you can't you can't?
A. I don't remember.
Q. But was it coming somewhere out of that structure that's burning in Boehm 3?
A. Yes.
Q. As opposed to out of the bricks?
A. Correct.
Q. Now when Mr. Pierce was doing his job, is it correct for me to say that he was not up on the sloped roof that's connected to the dormers, he was below that; correct?
A. I don't remember where he was in relation to that.
Q. Did you ever go up on any of these roofs that we see in Boehm 3, the roof above the brick wall or either of the sloped roofs?

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A. I was on this roof right here (indicating).
Q. That's the garage roof in Pierce 8?
A. Yes.
Q. Did Mr. Pierce, to your knowledge, ever go up on any roof that you remember?
A. I don't remember.
Q. You do remember he used his bucket to get elevated?
A. Yes.
Q. And how far up would that bucket go?
A. Are you asking the maximum range of that bucket?
Q. Yes.
A. I don't know.
Q. Well, when you were standing -- when you were on the garage roof -- let me strike that, please. Let me ask it a different way. When Mr. Pierce was making the connections of the triplex at the masthead where were you standing?
A. On the garage roof.
Q. Okay. And roughly how many feet away from you was he?
A. I don't know.
Q. Was he close enough where you could hand him something?

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A. Yes.
Q. Okay. So would you agree that Mr. Pierce was not up on the sloped roof of the second or third floor when he was making the connections if you could reach him from that garage roof?
A. I don't know where he was in relation to that sloped roof.
Q. Do you remember anything about where that masthead was located?
A. No, other than he could reach the masthead and he could reach me reaching up handing him tools.
Q. That's helpful. While you were standing on the garage roof he was both able to reach you out of his bucket and at the same time reach the masthead; is that a fair statement?
A. Yes.
Q. That's fine. And if you look at the photograph that we marked before as Boehm 1, you still have it over here (indicating), do you see an item that at least you recognize to be a masthead?
A. This right here (indicating).
Q. Yes. And just for the record you're pointing to a pipe-like structure that's protruding up from the brick wall toward the right center of the photo; correct?

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A. Correct.
Q. And to your memory did the masthead that you fellows dealt with look like that in a general way?
A. In a general way, yes.
Q. Now look at Boehm 4, this photograph, obviously, is taken after the fire and we even see some snow; correct?
A. Correct.
Q. Do you see two mastheads in this photograph?
A. Yes.
Q. One higher than the other?
A. Yes.
Q. Do either of those look like the one that you fellows were working on?
A. Looks like a masthead, I don't remember what the ones looked like that we worked on exactly.
Q. Can you see down below where there is a traffic crossing signal and a pole, do you see that (indicating)?
A. Do I see this (indicating)?
Q. Yes.
A. Yes.
Q. Do you recognize that to be Forward Avenue?
A. Yes.
Q. And is this pole that I'm pointing to here

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that appears immediately to the right of the masthead with the red tape or red band on it (indicating), is this the pole that you fellows were replacing?
A. Yes.
Q. And as we look down toward Murray Avenue from --
MR. TUPI: Forward Avenue.
MR. PARASHES: I'm sorry, I keep doing that, thank you.
Q. As we look down toward Forward Avenue where that pole is we also see trees and tree branches, don't we?
A. Yes.
Q. And does that look like the tree and tree-branch condition that you remember when you were there?
A. Yes.
Q. And looking at it as you see it here in Boehm 4, does that look like the elevation, the downhill slope that you generally remember when you were doing that job?
A. Yes.
Q. Okay. And if I understood right, when you walked to the Funeral Home you were able to go someplace from Forward Avenue up some rear stairs?
A. Yes.

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Q. To access?
A. Yes.
Q. And you had to go upward; right? The stairs went upward?
A. Yes.
Q. Let's mark this one.
(Deposition Exhibit No. 5 was marked for identification.)
Q. Now take a look, please, at this photograph, Boehm 5 (indicating). Do you recognize the pole that is shown there?
A. Yes.
Q. And that's the pole that you fellows on the crew were working on at the time of the fire or shortly before?
A. Yes.
Q. When you arrived, and if I asked you this I apologize, when you arrived the old pole was still in its broken state waiting to be replaced; am I right about that? As opposed to being removed and taken away?
A. When we arrived?
Q. When you and Mr. Wilker arrived?
A. Yes.
Q. Because you and Mr. Wilker brought a new

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pole?
A. Yes.
Q. When you saw that old pole the way you described it to me before?
A. Yes.
Q. When you saw the old pole in its state where it had two areas where, whatever word you used, splintering or breaks, two areas, was the pole leaning in the direction of this white crossing signal or was it leaning backward?
A. I don't remember.
Q. Do you remember if it was leaning in some direction however?
A. The old pole was leaning in some direction.
Q. You just don't remember which way it was leaning; is that correct?
A. I don't remember.
Q. If you give me like three minutes, let me look at some notes and we might be finished.
(Whereupon there was a brief pause.)
Q. Just a few more points briefly. Have you ever had an experience while you've been working on a back-shift crew or any crew doing repairs of customer's equipment for the purpose of reconnecting where you or other crew members have gone inside the customer's

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building to look at the customer's equipment and/or Duquesne Light's equipment before reenergizing?
MR. TUPI: Objection to the form of the question. It's unclear whether you're talking about Duquesne Light equipment or customer equipment?
MR. PARASHES: Both.
MR. TUPI: It's very ambiguous.
MR. PARASHES: Let me go at it this way.
Q. Have you ever had an experience where before reenergizing a customer's service you or a crew member or some representative of Duquesne Light has gone into the customer's building to look at electrical equipment?
A. Yes.
Q. For what purpose was that done to your knowledge?
A. I don't remember the exact circumstances.
Q. Was it ever done out of any concern for safety?
A. I don't recall the exact circumstances.
Q. Do you know if the supervisors of a crew believe that it's necessary, or believe that it's necessary to look inside the customer's building at electrical equipment, is there a procedure that they would to your knowledge follow in order to get a

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customer rep or somebody to contact the customer?
A. I don't know.
Q. Have you ever been given any instructions or guidelines about when it would be proper to examine any electrical equipment inside a customer's building before reenergizing?
MR. TUPI: Objection, that assumes that that occurs and that's not true.
Q. You can answer it.
MR. TUPI: No, he can't answer that.
MR. PARASHES: Oh, he can't answer that?
MR. TUPI: No.
MR. PARASHES: Okay.
Q. Let me ask it differently. Have you ever been instructed that there are any circumstances under which it is proper to seek access to a customer's electrical equipment in their building before reenergizing?
A. Yes.
Q. What circumstances?
A. If a customer asks you to look at a breaker box because some people don't know if they have open breakers, that's general.
Q. Sort of a general thing?
A. Yes.

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MR. TUPI: Is that what you were saying? Let me ask you a question Brandon?
(Whereupon a brief discussion was held off the record.)
Q. You've had a chance to confer with your Counsel?
A. Yes.
Q. Can you answer the question now?
A. What was the question again?
Q. Have you received any general instructions or information about when it is proper for a worker of Duquesne Light to examine electrical equipment in a customer's building before reenergizing?
A. If the customer asks us to come in and look at something we'll do that.
Q. Are there any circumstances where to your knowledge as a matter of safety concerns it's necessary or proper to examine electrical equipment in a customer's building before reenergizing that you know of?
A. Can you say that question again?
Q. Yes. Do you know of any circumstances where safety concerns make it appropriate for a worker of Duquesne Light to examine electrical equipment in a customer's building before reenergizing?

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A. No.
Q. All right. One more thing, I believe I asked you this I just want to make sure I have it right and maybe you've remembered something since the beginning. Up until today, up until today, other than the lawyers working with Duquesne Light or for Duquesne Light has anybody expressed any idea of any kind to you as to what caused the fire in the Hirsch Funeral Home in general conversation or in any way at all?
A. I don't recall any conversations like that.
Q. Okay. All right. That's all I have.
MR. TUPI: We'll read.
- - -
(Whereupon, the deposition was concluded at 12:55 p.m.)
(Signature was not waived.)
- - -

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BURTON L. HIRSCH FUNERAL HOME, INC., et al.
vs.
DUQUESNE LIGHT COMPANY
- - -
CERTIFICATE
- - -
I, BRANDON BOEHM, do hereby certify that I have read the foregoing transcript and it is a true and correct copy of my deposition, except for the changes, if any, made by me on the attached Deposition Correction Sheet.

_____
BRANDON BOEHM
_____
(Date)

_____
Notary Public
_____
(Date)

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COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

CERTIFICATE

I, Judith A. DiSilvio, a notary public in and for the Commonwealth of Pennsylvania, do hereby certify that the witness, BRANDON BOEHM, was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the foregoing deposition was taken at the time and place stated herein; and that the said deposition was recorded stenographically by me and then reduced to typewriting under my direction, and constitutes a true record of the testimony given by said witness.

I further certify that I am not a relative, employee or attorney of any of the parties, or a relative or employee of either counsel, and that I am in no way interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 10th of April, 2010.

Judith A. DiSilvio,
Notary Public, Court Reporter

NOTARIAL SEAL
Judith A. Disilvio, Notary Public
Jefferson Hills Borough, Allegheny County
My commission expires August 26, 2010

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY,

PENNSYLVANIA

- - -

BURTON L. HIRSCH FUNERAL HOME, INC. and SERVICE CORPORATION INTERNATIONAL, as managing company for Burton L. Hirsch Funeral Home, Inc,,	) CIVIL DIVISION) No. G.D. 09-1472) DEPOSITION OF JOSEPH G. FRANKHAUSER
-vs-	) Filed on Behalf of Plaintiffs
DUQUESNE LIGHT COMPANY, Defendant.	) Counsel of Record For This Party:) Peter T. Parashes, Esq.) WHITE and WILLIAMS, L.L.P.) 1650 Market Street) One Liberty Place) Suite 1800) Philadelphia, PA 19103

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DEPOSITION OF JOSEPH G. FRANKHAUSER, a witness herein, called by the Plaintiffs, BURTON L. HIRSCH FUNERAL HOME, INC. And SERVICE CORPORATION INTERNATIONAL, as managing company for Burton L. Hirsch Funeral Home, Inc., for examination, taken pursuant to the Pennsylvania Rules of Civil Procedure, by and before Judith A. DiSilvio, a court reporter and a notary public in and for the Commonwealth of Pennsylvania, at the offices of White and Williams, L.L.P., The Frick Building, 437 Grant Street, Suite 1001, Pittsburgh, Pennsylvania, on Wednesday, March 31, 2010 at 3:30 p.m.

- - -

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PROCEEDINGS

- - -

JOSEPH G. FRANKHAUSER, a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION

- - -

BY MR. PARASHES:

Q. Let me see if I have it right, Mr. Frankhauser?

A. Yes, yes, that's correct.

Q. I'm Peter Parashes, I represent the Plaintiffs in this case and I'm here to ask you some questions pertaining to an accident that happened at the Hirsch Funeral Home on January 10, 2009.

I'm going to ask that you follow some basic guidelines so that this goes smoothly. If you don't understand or hear a question, ask me to speak up or repeat or clarify it and I'll do that, otherwise I'll move to the next one on the assumption that you heard it and understood it.

If you think you've figured out the question before I finish it, still wait before you give the answer so that we don't overlap. It's important that we try to complete answers before questions are asked

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and vice versa so that the court reporter can get the information plainly and accurately.

Also, we have to use words as opposed to a nod of the head or an uh-huh or a shrug of the shoulder, and we may have to remind you of that and it's just for the purpose of keeping the record clear.

If you're telling me something that is intended to been an approximation, that's fine, just let me know that you're approximating so I understand that that's what it is.

If you need a break let me know so that we can accommodate you. There's no problem with taking a break if you need to use the facility or want a glass of water or anything like that. Is that all plain?

A. Yes.

Q. First of all what is your position with Duquesne Light today?

A. I'm a senior operator.

Q. And where is your work location or work station that you report to, if there is a specific one?

A. It's Penn Hills.

Q. And your title is work operator?

A. Senior operator.

Q. Senior operator. What are your duties as a senior operator?

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A. To answer complaints from the DOC, my dispatcher, and from system operators.

Q. Now back in January of '09, and to be specific January 9 and January 10 of '09, what was your job?

A. I was actually on my job, senior operator, answering complaints.

Q. You had the same job then as you have now?

A. Yes.

Q. Same job title?

A. Yes, that's correct.

Q. And does your work require that you go out to the field to look at conditions and investigate situations?

A. Yes. We get the complaint from the dispatcher and then we go from there.

Q. Okay. How long have you been with Duquesne light all together?

A. It's twelve years this year.

Q. How did you start, in what position?

A. First class troubleshooter.

Q. That would have been around '98?

A. Yes, that's correct.

Q. And then what was your next job?

A. Senior operator.

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Q. When did you start as a senior operator?

A. I don't know the exact date.

Q. Approximately?

A. Approximately three years after the date I started with Duquesne Light.

Q. What did you do before you began work for Duquesne Light?

A. I was a journeyman lineman out of Local 126 here in Pittsburgh.

Q. For how many years?

A. Approximately fifteen years.

Q. And you were in a union?

A. Yes.

Q. Worked out of the union hall?

A. That's correct.

Q. In terms of your formal schooling how far did you go in your formal schooling?

A. High school.

Q. What year did you finish?

A. 1976.

Q. And after that did you have any kind of vocational or special training before you went to the union program?

A. Yes, I got into an apprenticeship out of Local 126.

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Q. All right. Now I want to show you -- well, let's start this way. First of all as you're sitting here today do you remember that there was a fire at the Hirsch Funeral Home on Murray Avenue back in January of '09?
A. I don't know exactly what the answer is.
Q. Let me ask as simply as I can. Have you ever become aware that the Hirsch Funeral Home burned down?
A. Yes.
Q. And did you become aware that it burned down shortly after a Duquesne Light crew did work at a pole on Forward Avenue?
A. I did hear about that shortly after.
Q. Did you hear that a Duquesne Light crew did work on a pole at Forward Avenue and attempted to reinstate service to the Hirsch Funeral Home shortly before the fire occurred?
A. I just know Duquesne Light employees made repairs to the scene. That's all I know, that's why they were there, they made their repairs.
Q. All right. Let's deal with this in a different fashion. Before the fire, before the fire at the Hirsch Funeral Home, did you go to Forward Avenue to do any examination or investigation into damage of a pole?

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A. Yes.
Q. And why did you go out there?
A. I was dispatched there by my dispatcher.
Q. I'm going to show you what was marked, here's an extra, as Runatz No. 2 at the deposition of Mr. James Runatz (indicating), take a look at that and tell me do you recognize what this document is?
A. I don't know what this document is.
Q. Let's take a look at the top, it says Report Of Property Damage to D.L. Co. Facilities, underneath it says Duquesne Light Company, and it says, Form D17-6012. There's a date written in by hand, January 9, '09. Address Forward at Murray. I'm not going to read everything here. If we move down it refers to Duquesne Light Company Pole No. 51673 and it states under a column or section that says, describe in detail the damage D. L. Company property involved, it says pole sheared-total rebuild, do you see that?
A. Yes.
Q. And under that -- or excuse me, above that, there's an entry that refers to, "Three phase 4 KV 336 alum 3-15KV, I believe that's transformers three eight foot cross arms, 1/0 120 volt bank services, line guy, broken eight foot arm on next pole." Did I read those things accurately?

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A. Yes, you did.
Q. And then in the section below there's a preprinted box that says investigated by, and it says No. 3, Frankhauser, is that you?
A. Yes, it is.
Q. Now there's a signature that looks like a Timothy something, middle initial I can't read it, O'Connor, do you know that man?
A. Yes.
Q. Who is he?
A. He's my dispatcher.
Q. All right. And there's a date of the report by hand that's written in, January 10, '09, do you see that?
A. Yes.
Q. Now were you dispatched by Mr. O'Connor to investigate the damage that is referred to in this document?
A. Yes, I was.
Q. And when were you dispatched?
A. I guess right after he got this complaint.
Q. So according to the top we have January 9, '09, Friday, and the time is 21:12 military, that would be 9:12 p.m.; is that right?
A. That's correct.

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Q. Does that sound right to you?
A. Yes.
Q. Okay. So did you get like a phone call, a radio call, or how did the dispatch work, sir?
A. I got a phone call from Tim O'Connor.
Q. And when he phoned you what did he tell you?
A. He asked me where I was and I told him.
Q. Yes.
A. And then he gave me the address and I proceeded to that address.
Q. Okay. Now what was your purpose in going there?
A. To investigate the accident or the scene, to make it safe, to evaluate the situation.
Q. Did you go by yourself?
A. Yes.
Q. In a truck?
A. Yes.
Q. And approximately what time did you arrive, just roughly?
A. Approximately say maybe 21:20.
Q. 9:20 give or take?
A. Yes.
Q. And when you arrived there?
MR. TUPI: Hold on a second.

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(Whereupon a brief discussion was held off the record.)
MR. TUPI: Clarification of the record. The witness is not familiar with the exhibit in question, can't verify that in fact he got the call at 21:12 so from that he shouldn't be estimating the time he actually got to the scene. I think there are other documents that show what time he was there, but I want the witness to be clear and Counsel to be clear.
MR. PARASHES: That's fine.
Q. I want to get your testimony, Mr. Frankhauser, not Mr. Tupi's, I want to get yours, and by all means if you believe that you have made an error in an estimate or wish to clarify something, I want you to do it, but I want your testimony, do you understand that?
A. Yes.
Q. You've consulted with your Counsel and let's clear this up so that we don't have later difficulties. Apart from what time exactly, you got a call from Mr. O'Connor, whether it was the 9:12 that's written on this document, Runatz 2, or it was another time -- let's do it this way, approximately how many minutes after you received that call from Mr. O'Connor did you arrive at the location where the pole was

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damaged, approximately?
A. I would say approximately fifteen minutes.
Q. Okay. And without trying to pin you down to the exact time, can you give me in your own mind and memory an approximation as to what time of night it was that you arrived at that location where the pole was damaged?
A. I don't know the exact time.
Q. I didn't ask you for the exact time, I'm trying to get some idea, are we talking closer to midnight or are we talking about sometime closer to nine or ten p.m.?
A. It would be closer to ten.
Q. Okay, that's fine. Sometime around ten; is that fair?
A. Yes, that's an approximate time.
Q. That's fine. When you arrived there you were by yourself I think you said?
A. Yes.
Q. What did you see when you first got there on Forward Avenue?
A. I saw the pole down and the wires hanging down.
Q. Now would you please describe what you mean by the pole down and the wires hanging down?

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A. The pole was sheered off and laying over and the wires were down near ground level.
Q. Okay. And when you say the wires were down near the ground level, are you referring to the primaries, the secondaries, or both?
A. The primary was laying low and there was a secondary wire down on the ground.
Q. So the secondary bank or the secondary bus wires were on the ground as you remember?
A. Yes.
Q. And the primary wires were sagging or lying low near the ground; is that your memory?
A. Yes.
Q. And as best as you remember, approximately how far above or how close to the ground were the primary wires approximately?
A. I don't remember exactly or approximately how far they were down, I just know they weren't where they were supposed to be.
Q. And your memory is that they were close to the ground, but you can't give me in inches or say what it was?
A. No.
Q. Were any of the wires that you observed when you first got there broken?

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A. I don't recall.
Q. Now you mentioned that the pole was sheered, I believe that's the word you used?
A. Yes.
Q. Was it sheared clean through so that there was air between the break or was it in some other condition?
A. I don't remember if it was sheared completely off, we just use the term shear when the pole is broke off at ground level.
Q. I want to understand what you mean, you know what I mean, sheared generally I think technically means it's cut through, but if that's not what you mean I want to get what you mean on the record?
A. What I'm saying when I say sheared, it was off, but sometimes the pole is not completely separated from the base.
Q. Okay. Now apart from how much of it was still connected to the base, if I understand you the pole was severely sagging or leaning?
A. Yes, it was leaning. It was broke and leaning.
Q. Did you walk around and use a light or any means with your best effort to see what damage had been done beyond what you just told me now?

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A. I don't remember if I had a light with me.
Q. But apart from using the light did you attempt to look around and figure out how much damage had been caused there and to what equipment?
A. Yes, I looked the scene over because I have to evaluate the damage.
Q. Let's take it a step at a time, please. The pole that you referred to that was sheared as you've described it, you've told us about it, did you determine when you looked at that that that pole would need to be replaced?
A. Yes.
Q. You even told us about some wires, you've told us about secondaries on the ground and primaries close to the ground, did you see any other components be they transformers, be they insulators, be they mid stands, be they spools, any cross arms on the poles, anything else on that particular pole that was damaged to your eyes?
A. There was three transformers on the pole, they were still attached to the pole, but leaning over and there was oil dripping from them.
Q. All right. Did you look at any other poles that either were before or after that pole on Forward Avenue in the line of poles?

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A. Yes, I looked over the next few poles on either side of the pole that was hit.
Q. And why did you do that?
A. To follow the wire out to see if there was any more damage anywhere else other than that specific pole.
Q. And tell us please what you saw when you did that, what you found?
A. I don't remember everything I found.
Q. Just as best as you remember?
A. Up towards Squirrel Hill there was a pole with a broken arm.
Q. A cross arm?
A. Cross arm where the primary was, the primary was just floating. What I mean by floating is off the pole just hanging.
Q. Hanging loose?
A. It was no longer attached to the cross arm.
Q. Was that the next pole up towards Squirrel Hill?
A. Yes.
Q. What other conditions did you see on that pole other than the broken cross arm and the one primary hanging?
A. I don't remember.

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Q. Do you know if it was Phase A, B or C that was hanging?
A. I don't remember which phase it was.
Q. What else did you see as to that pole of any kind of damage?
A. I don't remember.
Q. Did you go up towards Squirrel Hill to the next pole after that one?
A. Yes.
Q. And what did you see there, sir?
A. There was no damage to that pole.
Q. Nor to the componentry on top of it?
A. Not that I remember.
Q. Now let's please go in the other direction, did you look at poles in the opposite direction?
A. Yes.
Q. And what did you see there with respect to those poles?
A. I don't remember anything wrong with those poles.
Q. Do you remember seeing any damage on those poles?
A. No, none that I remember.
Q. The pole that had the sheared condition, that had three transformer cans, yes?

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A. Yes.
Q. And you recognize that to be for a three-phase transformer service; right?
A. Yes.
Q. Was there a pole in that line that had a single-phase transformer on it?
A. I don't remember.
Q. Now when you were making those observations on Forward Avenue, were there any other folks there doing any kind of work in connection with that accident such as policemen, firemen, other Duquesne Light reps of any kind?
A. I don't recall that night of who was there and who wasn't there when I got there.
Q. Well, without remembering who was and wasn't there, do you remember if there were other people there doing some sort of investigative work, or official work, let's put it that way?
A. I don't remember.
Q. When you saw the sheared pole and you saw the pole leaning, was the pole leaning towards Squirrel Avenue (sic) or away from Squirrel Avenue (sic)?
MR. TUPI: There is no Squirrel Avenue.
Q. Squirrel Hill, I meant to say Squirrel Hill, I'm sorry.

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A. It wasn't leaning towards Squirrel Hill or away from Squirrel Hill. I don't know, maybe I'm --
Q. Let's do it a different way. Please take a look at a photograph that we've marked as Boehm 5 that shows a new pole and a portion of the damaged pole?
A. Yes.
Q. Do you see --
MR. TUPI: Objection, this is the second time that you've referred to that as a portion of the damaged pole, I don't see that in the photograph, and I don't know --
MR. PARASHES: You can see it right down here, take a look at the bottom (indicating).
MR. TUPI: I have.
MR. PARASHES: You don't see the damage to the bottom of that?
MR. TUPI: I don't know whether it is or not, I can't tell.
Q. Let's ask him, you take a look?
A. So what's the question?
Q. Look at that photograph, please, do you recognize that scene, what we're looking at there?
A. Just to what?
Q. Can you relate that scene that you see there to the pole that you dealt with at the location that

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you dealt with when you made your inspection?
A. It doesn't look like the same, to me it doesn't look like what I saw that night.
Q. Okay.
(Deposition Exhibit No. 1 was marked for identification.)
Q. Take a look at that photograph and tell me if the damage that you see at the bottom on the one section is at all like what you observed on the pole when you got to the scene?
A. To me this just looks like a wood pole that was sheared off.
Q. Okay. And you dealt with a wood pole that was sheared off; correct?
A. Yes.
Q. On Forward Avenue; correct?
A. Yes.
Q. Do you remember traffic signals towards Squirrel Hill just beyond that pole?
A. Yes.
Q. Do you see a traffic signal in Boehm 5 towards Squirrel Hill?
A. Are you referring to this (indicating)?
Q. Yes.
A. This is a sign.

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Q. A traffic sign.
A. I was looking for a signal light.
Q. I meant to say sign.
A. Okay, yes.
(Deposition Exhibit No. 2 was marked for identification.)
Q. Now thinking back to the pole that you dealt with, the one that you described being sheared, was it near a billboard sign?
A. Yes.
Q. That had the word Believe on it?
A. I don't know what it had on it at the time.
Q. You don't remember?
A. I don't know what it had on it at the time.
Q. It was near a billboard sign however?
A. Yes.
Q. And if you looked, if you looked in the opposite direction of Squirrel Hill would you see the green traffic signs on Forward Avenue?
A. Yes.
Q. Looking at that photograph that you see now as Frank 2?
MR. TUPI: Frankhauser.
MR. PARASHES: All right, you want the full name, Frankhauser.

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Q. Frankhauser 2. Look at that and tell me going toward the green traffic signs on Forward Avenue did you examine any poles that you see in that photograph?
A. I looked at the next pole down.
Q. The next one after the pole that is in front of the red Believe sign?
A. Towards the signs down here (indicating).
Q. Okay. Toward the green signs?
A. Yes.
Q. And what did you find to be the condition of that next pole down?
A. That pole was fine.
Q. So as we're looking at that photograph, Frankhauser 2, that would be we're moving from the left to the right of the photo; correct?
A. Yes, from left to right.
Q. So as we go from left to right it's the second pole that we see; correct?
A. Yes.
Q. And that pole appeared to be fine to you; is that a yes?
A. Yes, the pole itself.
Q. Now what about the components, the electrical components and the equipment on the pole, how did that

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look?
A. The components, the wire coming up the pole looked fine, and these are switches (indicating), they looked fine to me.
Q. Did anything on that pole appear to need replacement, sir?
A. Not that I remember.
Q. Now if we move down one more pole toward the green traffic signs, we see a pole that has a single transformer on it, don't we?
A. Yes.
Q. Did you examine that pole?
A. I walked by it, yes.
Q. And did you look at that pole and the equipment on it?
A. I don't remember if I specifically looked at them all because that was beyond where this damage was. I mean I just -- I may have looked up, but I didn't see anything hanging down.
Q. You didn't notice any problem?
A. I didn't notice any problem.
Q. You didn't notice any problems on it. Now if we go back to the pole that is in front of the Believe sign in Frankhauser 2, if we were to move up toward Squirrel Hill in the opposite direction, to the next

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pole up, was it that next pole that had the broken cross arm and the sagging primary?
A. Yes, that's correct.
Q. And do you see that pole in Boehm No. 5?
A. That would be this pole here (indicating).
Q. And that's the pole that is just behind the traffic, what do you call that?
A. I guess just a sign.
Q. It's a traffic sign, isn't it?
A. Yes.
Q. White with black on it; right?
A. Yes.
Q. Now we can do it the longer way, too, just so that we never have any arguments over this. Would you just put an arrow toward the pole that you were referring to as having the broken cross arm and the sagging primary, go ahead put an arrow?
A. From here to there (indicating). Just to point to identify it.
Q. Yes, that's all. Okay. You put a red arrow on it, fine.
A. The red marker that you gave me.
Q. That's fine, that's what I asked you to do and you did it. And now if we go to -- and you did that on Boehm 5. I don't know what's so funny about

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that. If we go to Frankhauser No. 2, would you put a little red arrow on the pole that's up toward the traffic signs that you looked at?
A. Okay.
Q. So if I understand it, now you also, you told us that you did look at the pole that's shown on Frankhauser 2 that's got the single transformer on it, but it didn't appear to have any damage on it; correct?
A. That's correct.
Q. All right. When you went out that evening, Friday, when you got there was the circuit breaker -- well, first of all, there is a circuit breaker at a substation for the circuit in the vicinity of that pole, in the vicinity of the pole that was sheared?
A. Yes.
Q. And had the circuit breaker tripped as of the time you arrived there?
A. Yes, it opened.
Q. Now tell me, please, to the best of your knowledge, how that circuit breaker at that substation works, intrinsic sequence, and by that what I mean is when a circuit breaker trips because of a condition, does it after a period of time automatically reinstate and then trip again if the problem still exists or does it remain tripped?

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A. I don't know. I mean 4 KV, when the breaker opens it locks out.
Q. Yes.
A. So there is no what we call reclosing; in other words it doesn't come back in.
Q. Because some systems do have a reclose sequence; correct?
A. That's correct.
Q. But your knowledge is that once the 4 KV opens and locks out it does not reclose automatically?
A. That's correct.
Q. It's got to be done by the action of a Duquesne Light person?
A. That's correct.
Q. Okay. When you arrived you found it tripped; correct?
A. I didn't go to the substation so I didn't know what the status of that was then.
Q. When did you learn it?
A. When I got to the scene the lights were out.
Q. Yes.
A. But I did not go to the substation, I went to the accident scene itself.
Q. And based on your experience and knowledge did you determine in your own mind that the primary had

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tripped?
A. Yes, I determined that the breaker at the substation did open seeing that there were no lights on at the scene.
Q. Okay. And when you say there were no lights on at the scene, so we don't belabor it, is it fair to say that apartment buildings and businesses that were serviced in that location were all dark?
A. Yes.
Q. So, by the way, where is the substation, sir, in relation to the sheared pole, how far away and how would you describe the location? If you wanted to go to it from the sheared pole, which direction would you go?
A. Right across the street. I don't know exactly how many feet, it's directly across the street, I guess that's Forward Avenue.
Q. A very short walk we're talking about, like a minute or less walk?
A. That's correct.
Q. And when you arrived at the scene what was the weather like there in terms of temperature, precipitation and wind?
A. I don't know the exact conditions at the time, it was dark and cold.

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Q. And do you have any memory of what the wind conditions or water, snow or rain was at all?
A. No, I don't remember.
Q. Okay. Now did you see any broken conductors anywhere at that scene while you were out there?
A. I remember services to the billboard that were down, those wires were down.
Q. And they were broken?
A. Right. Those were secondary wires.
Q. Okay. And were they lying on the ground in a broken condition?
A. I don't know what condition they were in, but they were down.
Q. Okay. And what about any primary conductors?
A. I don't recall any primary conductors on the ground.
Q. Right, but did you notice, whether they were close to the ground or not, did you notice if any of them had any break in them?
A. No, I don't remember any of them being broken.
Q. All right. Did you see any signs of shorting or arcing in that vicinity, on the ground, at any location, where wires had arced and caused damage that would be in your mind a sign of arcing or shorting?

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A. I don't recall any, no arcing or shorting.
Q. Now when you got out there, as you can best recall the configuration and the setup of the equipment on the pole, was the configuration such that the primary was at the top, the secondary phases were below the primary, and the transformers were below the secondary as shown in Pierce 1, was this the setup that you saw on that sheared pole as it's shown in Exhibit Pierce 1?
A. I don't remember what the exact location of the conductors were, either primary or secondary, that were on that pole.
Q. And in fact when you saw them they were so far out of position that the secondaries as you've explained were on the ground and some broken; right?
A. Right.
Q. And the transformers were leaking; correct?
MR. TUPI: And some broken?
Q. That's what he said.
A. I said before I didn't see any broken wires, I said they were down on the ground.
Q. Let's get this clear?
MR. TUPI: I think that's what he said.
Q. The primaries I thought you told me you saw no broken wires?

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A. Right.
Q. Now with respect to the secondaries, I thought you told me that the secondaries that pertain to that signage you saw some broken I thought you said, maybe I misunderstood you?
A. I don't remember if I said that or not. I just know that they were down on the ground.
Q. To be fair to you, I thought you said that the ones that pertained to the signage were broken, but let's get it straight. Your knowledge, as you remember it today, is that they were on the ground, fair and true?
A. True.
Q. But you don't remember whether they were broken or not; is that correct?
A. Correct.
Q. And if you need to correct something like that later on just do it, I just want to get the information that you have, all right? So that's fine. If you look at, let me see, excuse me. From looking at that pole that was damaged, the sheared pole, not the replaced one but the sheared one that you were examining, do you have any knowledge as to the vintage, how long that pole had been in service?
A. No, I don't have any knowledge how long it

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was there or how old the pole was.
Q. There are records, are there not, that show when the pole was put in service or not?
A. I couldn't tell you, I don't know.
Q. You don't know about that. Let's go back actually and look at a different photograph. Did you, in making your observations, did you make any observations or inspection of the service lines to the Funeral Home?
A. I didn't even know there was a Funeral Home there at the time when I was there when I first got there because it was a street up above me from what I understood.
Q. Up on Murray Avenue?
A. I don't know what avenue that is above Forward Avenue there, but at the time I got there I didn't know there was a Funeral Home up there.
Q. Okay. Well, let me ask you this, did you at some point after you got there learn that there was a Funeral Home that lost its service and do anything to look into the condition of its service lines?
A. I found out after I was there, after I had got there, and I looked things over. It was brought to my attention that there was a Funeral Home up above, but I didn't even see the wires going up there.

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Q. Was that information that you got in talking to your dispatcher?
A. No.
Q. Where did you learn that from?
A. The crew leader that came out. The crew that came out.
Q. Is that Tim Shields or Mr. Wilker?
A. Timothy Shields.
Q. So at some point while you were at Forward Avenue doing what you've described, Timothy Shields showed up at the site?
A. That's correct.
Q. Was he by himself or was he with someone else?
A. He had a few men with him.
Q. Did you introduce yourself?
A. I talked to Tim Shields.
Q. And what did you tell him, just the gist?
A. Just basically went over what I saw and showed him what was there that I had seen.
Q. Okay. And did he give you any information other than what you've told us, that there was a Funeral Home that was serviced off of that line?
A. No.
Q. But he did tell you at some point that the

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Funeral Home got service off of the primary?
A. Well, to be clear I don't know if he knew that was actually a funeral home at the time I talked to him, I heard that after he eventually went to look. He saw the wires go up that way. He didn't know what was up there until he actually went up there.
Q. So you observed Mr. Shields looking at and following wires that were coming off the secondary that pertained to that pole, those wires were going to a building that he eventually learned was a funeral home?
A. I didn't follow his every step, I don't know what all he was looking over. He just brought it to my attention that there was a building up there that was fed from the secondary bank.
Q. Okay. And that building you later learned was a funeral home; is that right?
A. That's correct.
Q. And that building was up on the hill?
A. That's correct.
Q. Did he tell you anything about the conditions of the wires, the service lines to that building?
A. No.
Q. Did you ask?
A. No.
Q. Did you then, after you learned about that

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building being fed off of those lines, did you go look at them yourself?
A. No.
Q. Do you know if anybody inspected them?
A. I don't know.
Q. Now after Mr. Shields arrived what did you continue to do, if anything?
A. I just informed him how we could isolate that area in order to energize the circuit outside that area to put power back to the people that were out of power.
Q. And what did you tell him in that regard?
A. I just gave him -- we looked over this pole here (indicating).
Q. The pole that we have marked with a red arrow in Frankhauser 2?
A. Yes.
Q. So, I'm sorry, what did you tell him about that pole?
A. If we would open those switches that would isolate the broken pole area where the transformers were out.
Q. And what would that enable you to do?
A. Just to give them a safe -- to make it safe for them to put the pole back in and put the wires up and reattach everything to make the repairs.

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Q. Was that done?
A. Well, I don't know, I just went over it with him. There were two points we had to do, this was one point and then this other pole up above, actually I don't even see it, but it's a pole beyond this broken arm pole.
Q. So if we look at Boehm 5 there is a pole beyond the pole that had the broken arm that you've marked with a red arrow going towards Squirrel Hill?
A. Yes.
Q. There's yet another pole?
A. Yes.
Q. And what about that pole?
A. We call that a buck-arm pole.
Q. Yes.
A. Where the wires come and then there's a cross arm on it that holds the wires and then up above it or below it there's another set of cross arms for the wires going opposite at ninety degrees. There were jumpers, we call them jumpers, on that pole. If he would lift those jumpers that would totally isolate that area where the trouble was.
Q. And was that done to your knowledge?
A. I left before it was completely done.
Q. So you left with what purpose or objective

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next to do, were you going to make a report, what were you going to do when you left?
A. I called the dispatcher and he advised me to different locations beyond that in the Squirrel Hill area to we call it sectionalize or energize other people who had different switch poles.
Q. And then?
A. I went to the locations he told me to go to and we opened switches and closed switches.
Q. And what was your objective in doing that?
A. To energize the wire to give light to people that were out of power for the rest of that circuit.
Q. Okay. Now in doing your work as a senior operator do you ever request to go into a customer's building to look at electrical componentry in a customer's building?
A. Usually the customer requests us to go in. We don't request to go in, but if they want us to go in they request that we enter.
Q. Do you ever request customer permission to enter?
A. If a customer wants me to come in then I go in.
Q. What if a customer doesn't ask you, are there conditions or circumstances under which you request of

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the customer to let you in to look at equipment so you can evaluate conditions?
A. I don't request to go into anybody's business or home. If I go into a residential customer or a commercial customer it's because they ask me to go in.
Q. Those are the only circumstances?
A. Yes.
Q. And are there any circumstances that you know of where any employees of Duquesne Light do request of a customer's permission to examine electrical equipment in the customer's building before energizing?
A. I don't know if there is people that do that or not in Duquesne Light.
Q. And do you know of any circumstances where it's proper to do that?
A. I don't know the procedures as it goes pertaining to that.
Q. Okay.
(Deposition Exhibit No. 3 was marked for identification.)
Q. Now this is a closer photograph of a portion of the scene that we observed in Frankhauser No. 2 (indicating), would you agree?
A. Yes.
Q. Do you see the mid stands on the secondary in

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that photograph, Frankhauser 3?
A. Yes.
Q. Do you know which of those two mid stands supplied the Funeral Home or was connected to the Funeral Home or the building that you learned was the Funeral Home?
A. No, I couldn't tell you off of this where the service came from.
Q. All right. As of the time that you left the scene after doing what you've described, did you have the belief in your mind that the Funeral Home had only three-phase service, or that the building that was later identified as the Funeral Home had only three-phase service?
A. I didn't know exactly what service it did have.
Q. Okay. So it wasn't like you believed this is purely a three phase, you didn't know whether it had just three or three phase and single phase; correct?
A. That's correct.
Q. But you knew at least that it had some three phase, didn't you? Or even that you didn't know?
A. I really didn't even know if it had that.
Q. Oh, you didn't?
A. No. I just know that the wires I thought

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were the wires going to the billboards.
Q. Pardon me?
A. I just saw the wires that were going to the billboard that were down.
Q. Okay.
A. I didn't see the service itself to the Funeral Home.
Q. So it wasn't, if I'm understanding you, please, it wasn't until Mr. Shields pointed out to you that the Funeral Home had service lines tapping off of that pole's secondary?
A. Yes, that was after I talked to Tim Shields.
Q. Now we looked before at a pole shown on Frankhauser 2 that has a single-phase transformer going up by the green traffic signs; right?
A. That's correct.
Q. Do you know whether that was supplied from a Phase B of a primary or from a different phase?
A. I don't know which phase it was being fed from, but it was being fed from that circuit.
Q. Right. It would have been either A, B or C; right?
A. That's correct, but I don't know which phase it was.
Q. You never determined which phase it was?

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A. No.
Q. And if I asked you this I apologize in advance, I think you told me about some conversation with Mr. Shields, you did, but before you spoke with Mr. Shields did you talk to anybody else at that site about any conditions there? Whether it was anybody else from the Duquesne Light crew or any neighbors or firemen who showed up or anything?
A. I don't recall talking to anybody other than Tim Shields or the dispatcher.
Q. But the dispatcher, he was never at the site, you were just talking to him by phone; right?
A. That's correct.
Q. Do you know Tom Planik?
A. Yes.
Q. Who is that man?
A. He's also a DOC dispatcher.
Q. Did you speak with him that night?
A. I don't recall.
Q. You spoke with Tim O'Connor or is it Tom O'Connor?
A. Tim.
Q. You spoke with him?
A. Yes.
Q. And he was the man you were on the phone with

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when you were at the site?
A. Yes.
Q. Did you use a cell phone, do you use a radio or do you use cell phones?
A. A cell phone.
Q. Now at some point after this evening or during this evening did you learn that there was a fire at that building that was identified as the Funeral Home?
A. No, I didn't hear about it that evening.
Q. How about the next day?
A. I don't remember.
Q. Did you ever hear about it?
A. I heard about it the next time that I reported to work.
Q. Okay. So the night that we were talking about your being out at the site where the pole was damaged was Friday night, January 9; correct?
A. I don't know.
Q. Well, we saw --
A. You're telling me this, I don't have a calendar.
Q. We have the date here of January 9, '09, Friday, and this is a Report Of Property Damage To Facilities and then it says, investigated by

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Frankhauser and then it has a date next to your name, September 9, '09 (sic)?
A. Okay.
Q. Do you have any reason to disbelieve it?
A. No.
Q. So regardless of the specific date?
A. September 9, '09?
Q. Wait a minute, I'm sorry, it says January 9, I'm sorry. Regardless of the precise date, after the night you went there and did what you just did, did you go to work the next day or was it a few days later; in other words when was the next time you worked?
A. I don't know if it was the next day or a few days later.
Q. But in any event on the next day that you went to work, whenever that was, did you learn or hear anything about a fire at the Funeral Home?
A. Yes, the next day that I reported to work all I heard was there was a fire at the Funeral Home.
Q. And who did you hear it from?
A. I don't know.
Q. You don't remember?
A. I don't remember.
Q. Did you ever hear anybody state an idea about why the fire happened at the Funeral Home?

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A. What do you mean state an idea?
Q. An opinion, an idea, a theory about why the fire happened, if you recall?
A. No, all I heard was that the Funeral Home burnt down.
Q. And did you ever hear anything about the timing of the Funeral Home being burned down in relation to when the Duquesne crew tried to energize the Funeral Home?
A. No, I didn't hear.
Q. You never heard?
A. All I heard was that the Funeral Home burnt down.
Q. Did anybody interview you, other than the lawyers for Duquesne Light, about what you saw and what you did when you went out in connection with that fire?
A. I didn't go out to the fire, I just heard that there was a fire at the Funeral Home.
Q. I understand that, but you went out to deal with the poles you told us about?
A. Right.
Q. And what I'm asking you is did anybody other than the lawyers interview you about what you saw or what you did as part of an investigation into the fire?
A. No.

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Q. Now I want to show you, let's try to clear some of this aside.
MR. PARASHES: Let's go off the record for a minute.
(Whereupon a brief discussion was held off the record.)
Q. I'm going to have you look at two recordings that are roughly fourteen minutes between you and another gentleman at Duquesne light concerning your observations and discussions about what was seen out at the site on January 9. What I'm going to ask you to do is to look at the transcripts that I have, which we're going to mark in a minute, and as we play those tapes, as we play those tapes, just tell us if you believe that the transcription that's on here is accurate, and if not you can correct anything. I'm going to represent to you Mr. Tupi and I have listened to these and there were a couple of places where there's a blurriness and it's left blank.
MR. KUBIAK: I ask that we have fifteen minutes with that transcript.
MR. PARASHES: You can do it privately, you can do it again, I'd be happy --
MS. KUBIAK: No, I'm saying now before we go into actually reviewing the transcript.

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MR. PARASHES: I don't like to be difficult about lawyers conferring with witnesses, but I'm trying to depose this witness about what he knows and you're asking to have fifteen minutes to review this with him and I don't understand the reason for that. All I want to know is truthfully what he knows here.
MR. KUBIAK: This is the first time Mr. Frankhauser has seen this and you're expecting him to simultaneously listen to the tapes and read along at the same time to confirm that exactly what he is reading is exactly what is going on. If you're a transcriber you certainly don't listen to something one time and then confirm that that is an accurate representation of that, so in order for him to be comfortable with the fact of what he is saying, and I have a feeling Mr. Frankhauser is going to be able to read this and in a lot it be able to correct mistakes just based on his recollection of the situation, so by reading through it he will be more comfortable with the transcription and then be able to more accurately listen to the tape.
MR. PARASHES: I don't have a problem with that, with him taking time to read it first and then listen to the tape along with it, what I have a problem with is his reading it and anybody else telling him

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what it says or questioning him about it.
MR. KUBIAK: Are you saying that we're going to affect his testimony?
MR. PARASHES: No, but I thought you want to confer with him about it, I thought that's what you said?
MS. KUBIAK: I want to make sure that he is comfortable with the transcript and that he has time to ask his attorneys questions if they come up. I don't imagine that you're saying that we're going to be affecting his testimony because we wouldn't ever do that.
MR. PARASHES: It's just the way you've stated this it suggests to me that there is something complicated about this. When Mr. Tupi and I listened to it we had no problem hearing it and making these corrections -- can I make this suggestion and maybe this is acceptable to you. We go in and Mr. Frankhauser has the transcript, he listens to the tape and he tells us whether or not he needs additional time to read it and review it before I ask him anything about it.
MR. KUBIAK: I'm not, because quite frankly I've reviewed the transcript and the corrections and I can tell from my limited knowledge of electrics that

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this is incorrect. I understand that you've listened to it, but I think that is based on the fact that you don't have a full understanding of the electrics involved, so because of that Mr. Frankhauser, whose job is not normally to transcribe tapes or to deal with written material like that, I want to make sure that he has enough time to review it all, get comfortable, and I do believe it will actually save time because I think he can do a lot of the corrections just based on the transcript.

MR. PARASHES: I don't have a problem with that, but I do think it's improper for him to confer with his lawyers about making changes or corrections other than just telling us I believe this is wrong or I believe I didn't say that.

MR. KUBIAK: And I guess I don't understand what that is. Anytime during the deposition if he chooses to confer with his attorneys he's allowed to.

MR. PARASHES: Yes, but you're suggesting it to him in advance, which is what is disturbing. I'm not going to argue it, I'm a little bit, you know, taken -- I will agree to it, although I believe it's not really an appropriate and proper procedure here. I don't have any problem with the man reading it, I don't have any problem with the man going through the process

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of listening and rereading. I am concerned about him sitting and going through with his lawyer line by line before he decides if it's accurate. He should be able to decide if it's accurate based on his ears and his memories, not his lawyer's.

MR. KUBIAK: I never said that we were going to make any difference about that, I just want to give him the opportunity, this is the first he's heard about it, I want to give him the opportunity to ask his attorneys any questions that he chooses, just as he can in any deposition.

MR. PARASHES: Well, I don't think it's proper, but I'm not going to make a point of it. Let's go ahead and he can take time now and we'll do it as you've requested, despite my dislike of it. He can read these now and we can go in there and listen and then he can confer if he feels it's necessary about any inaccuracies.

MR. KUBIAK: Or about anything that he wants to confer about.

A. I would like to talk to my attorneys.

MR. PARASHES: Of course, who wouldn't after listening to that.

(Whereupon a short recess was taken.)

(All parties retired to an office to listen

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to the tapes.)

(Deposition Exhibit Nos. 4 and 5 were marked for identification.)

BY MR. PARASHES:

Q. Mr. Frankhauser, you've had a chance, sir, to read these two transcripts we have marked Frankhauser 4 and Frankhauser 5?

A. Yes, that's correct.

Q. You've had a chance to confer with your lawyers; correct?

A. Yes.

Q. And you've had a chance to listen to the transcripts on tape while reading the paper-transcribed copies that are marked Frankhauser 4 and 5; correct?

A. That's correct.

Q. Now my first question, sir, is on Frankhauser 4 did you, yourself, in the course of listening to that transcription, or that tape rather, note or hear any errors in the transcription so that they should be corrected on the printed page?

A. There is a few just minor things.

Q. Kindly tell us what they are, please?

A. On the first page where it says, Joe, "Yeah, well this pole number 61, 67 looks like 3." I was trying to describe that was the pole number and I

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couldn't make out if that was a three or not, but that probably was just the actual pole number. The pole number was 61673.

Q. Okay.

A. I wasn't sure if that was a three at the end.

Q. Let me make sure that we understand each other, okay. There are two different things going on, I believe. The first thing I want to ask you so that you and I are very plain on this, did you hear what you believe were improper transcriptions of your words as opposed to you're now correcting something that you said? I want to listen to either thing, I just want to be clear whether you're saying to me that the person who typed this document typed it wrong versus that you believe what you said was a little bit off, do you follow me?

A. Yes. What I was saying on tape is correct with what's on the transcript, I'm just saying that the actual number of that pole is 61673.

Q. Okay. So we understand it, the line on the first page of that transcript that says, "Yeah, well this pole number 61, 67 looks like 3." You're saying that it's transcribed correctly, but what you were trying to say was it was 61673?

A. Yes.

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Q. Okay. Fine. I gotcha. That's fine. Anything else on that page, that first page?
A. No.
Q. Now I just want to stop you, you see where it says, "There's traffic here." Mr. Tupi and I heard that to be tracks, it's up to you?
A. I don't know, I didn't make out what it says on the tape. I don't remember what I actually said that night.
Q. Okay. So that's fine. So that word could be traffic or tracks?
A. That's correct.
Q. Okay, fine. Anything else on that page that you believe was transcribed wrong that doesn't record what you said on the tape on that page?
A. Everything else is correct.
Q. All right, sir. What about the next page, please.
A. At the top of the next page, Tim said, "315," three meaning three transformers, they were 15 KVA transformers.
Q. Okay. So that transcription where the document has 315, and there was a blank, transformers, should be three 3 space 15 KVA transformers, that's the way it should read?

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A. Correct.
Q. Okay. So we'll correct that, sir. All right. Now by the way have you made a little change with your pen or pencil?
A. Yes, on this transcript.
Q. Good, I appreciate it. Let's go down further on that page, any other?
A. Where it says, Joe, "I'm looking at the sidewalks (sic), they look like they're just on the arms, there was none on the," ridge pin is what I said.
Q. There's none on the, where the blank is, ridge?
A. Pin.
Q. One word?
A. No, they space it, it's two words.
Q. Ridge space pin?
A. P-I-N, yes.
Q. I understand. And what about the next word, "Two on one side and one on the other side". Is that right?
A. Yes.
Q. Continue, please.
MR. TUPI: Hold on a second, when you read this you read it sidewalks, is that supposed to be

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sidewalks as opposed to sideways?
A. No, I meant looking at it sideways. Yes.
Q. Like this (indicating)?
A. Right.
Q. Anything else on that page, sir, that needs to be corrected from the transcription?
A. Where it says Tim, "P200", Tim said D200, that's the construction of the secondary being above the primary on the transformer pole.
Q. So we should change the P200 to D200?
A. Yes.
Q. And you put that with your pen in there?
A. Yes.
Q. What else on that page?
A. That's all I see.
Q. Okay. How about the next page?
A. Where Tim says, "Okay, you said the next pole down has a broken arm." It was the next pole up from where I was had the broken arm.
Q. Show me with your finger -- before you get there, there was a blank up above where the word, it was Joe's line, "No, it's laying, blank, out in the street." Is a word filled in?
A. No, I didn't fill it in, I couldn't understand it.

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Q. You didn't hear halfway?
A. No, I didn't make it out, I didn't hear.
Q. Okay. You couldn't make out what that word was before out in the street; right?
A. Right.
Q. Let's continue then. So the place where you were making your correction before I brought that up was toward the middle of the page, Tim's line?
A. Yes. He said, "Okay, you said the next pole down has a broken eight-foot arm." It was the pole, I guess where I was at the time, it was the next pole up.
Q. So is this a transcription error or you just want to correct it; in other words is it transcribed right or are you remembering that you misspoke when you said it?
A. I didn't say it, Tim said it. I'm saying it's transcribed wrong.
Q. Okay. It should say, it's the next pole up?
A. Yes.
Q. Have you made a correction on your page with the pen?
A. Yes.
Q. Okay. Let's continue.
A. Joe "You need three 4 KV transformers". They're all 4 KV.

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Q. So four should be put in where the blank is?
A. Correct.
Q. Fine.
A. And that's all I had.
Q. All right. What about the last page of that transcript?
A. I have no --
Q. No problems with that?
A. No.
Q. Okay. Now before we do more, let's flip over to Frankhauser 5, the shorter one, and let's do the same thing beginning with the first page?
A. The only thing I had was where it says, Joe, I marked at the end of that paragraph, it says, "Yeah, 5686 Ford", it should be Forward.
Q. Okay. Anything else on that page?
A. Joe, "They're here they got," it says Kenny Shields, it's Timmy Shields is what I said.
Q. You corrected that?
A. Yes. That's all I had on that page.
Q. All right. How about the next page, sir?
A. I didn't have anything on that.
Q. All right. What about the next page, which just has a couple?
A. Nothing.

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Q. Okay. Now let's please go to Frankhauser 4, stick with that one for a minute, and I just want to ask you some questions about some of the information in here. If you look down six lines to where it says, Joe, "Yeah, I'm down here right across from Murray sub. We have a pole down, but the transformer is primary. Well three phase set. Right across from sub. Right on Forward." I read that accurately; right?
A. Right.
Q. Now when you use the word sub, are you referring to substations?
A. Yes, Forward substation.
Q. And when you were referring to, "We have a pole down, the transformer is primary." Are you talking about the pole that we have been referring to as the sheared pole or a different pole?
A. I was referring to that pole that was sheared.
Q. All right. And when you're saying, "Three phase set", you're referring to that pole having a three-phase set?
A. Yes.
Q. All right, we're on the same page. Now if you move down two more blocks, this is, Joe, I'm going

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to read a portion of it, "I don't know, I didn't look at the map. I just pulled up and we have a pole down here. It's sheered (sic) off." Now having read this, it's sheared off, and having heard it on the tape, do you have any better memory as to whether it was sheared off clean as opposed to still partially intact?
A. I know it says I said sheared, and I said sheared on the tape.
Q. It says sheared off?
A. Sheared off, so from what I remember that's what I said. I can't actually picture what I saw that night, so if I said it was sheared off then it was sheared off at ground level and leaning.
Q. And as you're thinking about it now having listened to this and read these transcripts, do you have a memory of the pole in fact laying in the street?
A. It wasn't laying in the street, it was leaning in the street. It wasn't on the ground.
Q. Because some of wires were still holding it?
A. That's correct.
Q. So if those wires weren't supporting it it would go down?
A. That's correct.
Q. Okay. I understand that. Please, I appreciate your being patient with this. Go down two

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more blocks, "Yeah, well this pole number 61, 67", it really should not have a comma, should it?
A. No.
Q. That coma should come out?
A. That's correct.
Q. So we agree on that. "Looks like 3." And when you say three, you mean a three-phase transformer?
A. No, I mean the number three. Some of the markings on the poles have the numbers and some of the poles are old and the numbers, the tags are old, it's hard to make out a three, a five or an eight, that's why I said, it looks like a three.
Q. Do you know from your experience if a three is an older pole?
A. No, it's just the tag. People nail things to the poles all the time. They nail right through the tag numbers, so that doesn't mean -- the tag on the pole doesn't mean that the pole is old or new.
Q. Okay. I understand. Let's go down to the last entry on that page where it's Joe, the last block, it reads, "The wire is still attached to the pole in one phase and then there's a phase down and then there's a fireman bullshitting here." Did I read that accurately?
A. Yes.

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Q. I just want to ask you about points in that. If a primary had three phases; correct?
A. Yes.
Q. And A, B and C phase?
A. That's correct.
Q. And when you're saying the wire is still attached to the pole in one phase, what were you intending to convey, what did you mean by that phrase right there?
A. That there was one phase still attached to the pole.
Q. So either A, B or C was still attached to the pole?
A. Yes. I didn't identify if it was A, B or C, but there was still a phase attached to the pole.
Q. All right, I understand. And as you're sitting here today do you remember which phase it was?
A. No, I can't say.
Q. Okay. You next say, "And then there's a phase down." Correct?
A. That's correct.
Q. So by that you meant there was a phase down on the ground?
A. Yes.
Q. And do you know whether the phase that was

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down on the ground was A, B or C?
A. No, I didn't identify it.
Q. Okay. And you also say, "and then there's a fireman bullshitting here." And when I asked you before you didn't remember whether there were other folks there doing -- I think I asked you policemen, firemen, so forth, does that refresh your memory that there was a fireman or firemen plural out there talking and/or doing something?
A. Yes, it did refresh my memory a little bit.
Q. And did you speak with one or more firemen yourself?
A. I didn't go up to them and speak to them personally, they just saw me and probably just were talking.
Q. Do you know what those men were doing there?
A. No. No, I don't know.
Q. Did you see them doing anything in your mind related to this pole or this damage?
A. Can you repeat that?
Q. From what you saw of the firemen, was it one or more that you remember now?
A. There were a few.
Q. From what you can visualize and remember, Mr. Frankhauser about the firemen, were they doing

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something in connection with this accident on Forward Avenue or were they there for some other reason, could you tell what their activities were related to?
A. They were there standing by the wire down at the scene.
Q. And were they putting any cones down or diverting traffic or photographing, were they just standing there, I'm not being wise, I'm trying to get a description of what they were doing?
A. They had the fire truck in the middle of the road and they were standing there.
Q. And did you introduce yourself in any way and say, I'm here from Duquesne Light to deal with this, or, fellows, what happened? Did you try to have any interaction, conversation, at all with these fellows?
A. No. They knew who I was when I pulled up, our trucks are marked and I had my hard hat on, I made myself plain as visible, they knew who I was.
Q. And did you get any information of any kind about anything?
A. No.
Q. And how long were they there while you were there on that scene?
A. I don't know exactly how long they were.
Q. Did they leave before you left?

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A. They left after I was there.
Q. When you say they left, when you say they left after I was there, does that mean they left while you were still there?
A. Yes, they left -- after I arrived they left.
Q. And when they left you were still there?
A. Yes.
Q. That's what I'm trying to get straight. Now having refreshed your memory about the firemen, were there any other officials like policemen there?
A. Not that I remember.
Q. Now if we go up -- by the way, what's a ridge pin?
A. Ridge pin is a metal, it's hard to describe. I don't know if any of these have one on here. It's a metal bracket with an insulator you attach to it.
Q. Right.
A. And it attaches to the top side of the pole.
Q. Okay. Now on that same page -- do you need to correct anything?
A. No, thank you.
Q. On that same page if you go down a few blocks it says, "Yeah. Next one up, coming up Forward there's an arm broke there." Do you see that entry?
A. Yes.

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Q. Is that what you're referring to, are you referring there to the pole that you marked with a red arrow in Boehm 5?
A. Yes.
Q. Now if you move down, see where the D200 is?
A. Yes.
Q. The next one it says, "Yeah. There's an open bank secondary above it." What was the open bank secondary above?
A. I don't remember what I was referring to at the time.
Q. Let's go back a couple of lines and see if we can get it. Let's go where Tim says, "Alright (sic) well let's worry about, let me get the information on this pole first." And then you say, don't you, "Okay. Yeah, there's like about 8 foot arm on the top with all three phases the, everything's," there's a blank, we don't know that word, "secondary back. Oh, this is at primary or transformers below the secondary here. What do they call that." And then Tim says, D200." Then you say, "Yeah. There's an open bank secondary above it." Are you saying that the configuration at the pole that you're referring to there is a configuration where the transformers are below the secondary bank?
A. Yes.

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Q. And that was a style of installation that is not done currently; correct?
A. Yes.
Q. Yes, that's correct?
A. Yes, that's correct.
Q. And the subject pole that we're dealing with here, that's the style that it was, the old style that's no longer done, the one that was sheared?
A. Right, yes.
Q. Let's go to the next page. If we look toward a little bit above the middle of the page, Tim says, "Okay you said the next pole down," up it should say, you want it to say up; correct? The next pole up?
A. Yes.
Q. "Has a broken 8 foot arm"?
A. Yes.
Q. And then Joe, that's you, "Yeah. Looking to see the wires actually broke, this next pole is going up towards Squirrel Hill and where the one is broke is a broken arm and broken." Now when you are talking about broke, you're referring now to a broken wire there? Where you say, "The wire is actually broke"?
A. I don't know, I don't know what I was referring to here as one is broke. "One is broke is a broken arm and broken." I don't remember what I was

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referring to what being broken.
Q. Does it refresh your memory having listened to this transcript and read the transcript that indeed there was at least one broken wire out at that site?
A. Yes.
Q. Now moving down, if we go down to where it says, Joe, "There's some glass up there, I don't know if it's broke or not. I'm up at this other pole already. I'm just looking to see if the wire is down somewhere or what. No, there's just floating off this pole here where the arm broke." Can you explain what you meant by that?
A. The whole paragraph?
Q. Yes, just that entry.
A. I was looking to see if there was any insulator glass broken and looking to see if there was any more wire down beyond the point of where the broken pole was.
Q. Okay. Now the wire that was broke, can you remember if it was a neutral or anything about it?
A. I don't remember, it's been that long. I don't remember. Reading this and listening to the tape I don't remember actually what wire was actually broken.
Q. Okay. All right. If you don't remember

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which, you don't remember. Now just go down a couple of lines where it says, "No, it's a guy wire, oh, no, I'm sorry it's a neutral down on the pole. Looks like number 3 here. Copper. None of the wire is actually is broke. It's all just hanging down other than that neutral, the broken pole up to where the arm is broke." Does that help you remember or visualize any better?
A. No.
Q. Okay. Let's go to the next page, please? Let's go seven blocks up from the bottom to where it says. Joe. "Yeah, two of them are laying sideways, but the pole still, everything is still attached to the pole, and everything is laying sideways. One can is just hanging, I don't know, it's not tipped over but the wire must be holding it up." You're referring there to the transformers, are you?
A. Yes.
Q. And you're referring to the transformers laying sideways and hanging?
A. Yes.
Q. Were the transformers actually in contact with the pavement to any degree?
A. Not that I remember.
Q. We're done with that one. Let's just move

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briefly to the next one, which is Frankhauser 5. Now please look at the fourth entry, O'Connor, where he says, "You know what I do want to ask you was what do I have out of power right now because I need to get an account rep out there, I have apartment buildings out of power or?" Do you follow that?

A. Yes.

Q. To your knowledge from your work experience in doing jobs such as this, what, if anything, would an account rep do at the scene?

A. I don't know what his job is. I mean that's all I can say, I don't know what his job curtails.

Q. Do the account reps to your knowledge deal with the customers directly?

A. I don't know.

Q. Okay, that's all right. We can skip. Let's go down a few more lines where he's asking, O'Connor this is, "Yeah, I know I mean do I have to get the city out there to salt the roads. Are the roads getting bad or are they still wet?" And Joe, that's you, "They're just still wet." When you say wet, are you talking wet from oil or wet from precipitation, rain or snow?

A. I was referring to the roads being wet from precipitation.

Q. Does that in any way refresh your memory that

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it was or had recently been raining or snowing?

A. It must have snowed or rained.

MR. TUPI: That wasn't the question.

Q. He's right. What I'm trying to ask you, having read that and listened to it, does it refresh your memory that that evening, either while you were there or shortly before or sometime before you got there that evening, it had been snowing or raining?

MR. TUPI: Now that you've read that do you remember?

A. No, I don't remember, they were just wet.

Q. You do remember the roads though were wet?

A. That's correct.

Q. All right. Let's go to the next page. Now this is O'Connor about nine blocks down where he says, "Okay. Well do me a favor, just ask him or Don if I need to get an account rep out there to worry about generators or anything or if he thinks that after they get that pole off these phases they'd be able to do something to pick those up. This is off that other three phase set that's up the street; correct." What was your understanding of that comment and question there by Mr. O'Connor?

A. I don't understand what you're asking.

Q. Did you have an understanding about what he

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was asking about an account rep, what he wanted from you in connection with an account rep?

A. He asked me if I would ask -- I don't know where it says, well, do me a favor just ask him, I don't know who he's referring to, or Don, Don was the back-shift foreman, if I need to get an account representative there. I don't know. Like I say, I don't know what their job entails.

Q. But you see him talking about something, "To worry about generators or anything." Did you have any understanding what he was talking about with respect to generators?

A. No, I don't know what they mean by generators. I don't know.

Q. Do you know whether or not generators could have been brought out to temporarily provide power if desired?

A. Yes.

Q. And who makes the decision as to whether that's done?

A. I don't know.

Q. But you don't; right?

A. I don't make the decision.

Q. Okay. Now here's the last entry in here that I want to ask you about. You say after your name, Joe,

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"Yeah, that Funeral Home is like off the three phase set that's pulling the poles down and then these other two transformers are down towards the Parkway with all these apartments on them and there's like gas station right here by the sub that's out or this Lifetime Auto Center." Did I read that correctly?

A. Yes.

Q. Did you believe that the Funeral Home was purely off the three-phase set or did you have a knowledge that it had single phase as well at the point that you gave this statement?

A. I didn't know which service the Funeral Home had other than a three-phase set.

Q. The three-phase set you were able, between talking to Mr. Shields, as you explained before, and looking at the conditions, you were able to figure out that at least the three-phase set did relate to the Funeral Home; correct?

A. That's correct.

Q. But as far as a single phase, as of the time you left you did not know?

A. That's correct.

Q. Just give me about two minutes, we might be finished here, I just want to check a couple of things.

(Whereupon there was a brief pause.)
Q. I think I asked you this, and, again, if I did I apologize, did you see any signs of arcing or shorting along Forward Avenue or in that vicinity?
A. No.
Q. Is that something that you would look for?
A. Yes.
Q. Okay. I don't have anything else for you, I appreciate your patience.
MR. TUPI: No questions, we'll read.

- - -

(Whereupon, the deposition was concluded at 5:50 p.m.)
(Signature was not waived.)

- - -

BURTON L. HIRSCH FUNERAL HOME, INC., et al.
vs.
DUQUESNE LIGHT COMPANY

- - -

CERTIFICATE

- - -

I, JOSEPH G. FRANKHAUSER, do hereby certify that I have read the foregoing transcript and it is a true and correct copy of my deposition, except for the changes, if any, made by me on the attached Deposition Correction Sheet.

_____
JOSEPH G. FRANKHAUSER
_____
(Date)

_____
Notary Public
_____
(Date)

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

CERTIFICATE

I, Judith A. DiSilvio, a notary public in and for the Commonwealth of Pennsylvania, do hereby certify that the witness, JOSEPH G. FRANKHAUSER, was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the foregoing deposition was taken at the time and place stated herein; and that the said deposition was recorded stenographically by me and then reduced to typewriting under my direction, and constitutes a true record of the testimony given by said witness.

I further certify that I am not a relative, employee or attorney of any of the parties, or a relative or employee of either counsel, and that I am in no way interested directly or indirectly in this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 10th of April, 2010.

Judith A. DiSilvio,
Notary Public, Court Reporter

NOTARIAL SEAL
Judith A. Disilvio, Notary Public
Jefferson Hills Borough, Allegheny County
My commission expires August 26, 2010

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IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA

BURTON L. HIRSCH) CIVIL DIVISION
FUNERAL HOME, INC.,)
and SERVICE) No. GD-09-14720
CORPORATION)
INTERNATIONAL, as) Deposition of
managing company for) DONALD LEWIS
Burton L. Hirsch)
Funeral Home, Inc.,) Filed on behalf of
) the Plaintiffs
Plaintiffs,)
) Counsel of Record for
vs.) This Party:
)
DUQUESNE LIGHT COMPANY,) Peter T. Parashes, Esq.
)
Defendant.) White and Williams, LLP
) 1650 Market Street
) One Liberty Place,
) Suite 1800
) Philadelphia, PA 19103

April 29, 2010

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AGENCY

DEPOSITION OF DONALD LEWIS
a witness herein, called by the Plaintiffs for examination, taken pursuant to the Pennsylvania Rules of Civil Procedure, by and before Christopher G. Gray, a Professional Court Reporter and a Notary Public in and for the Commonwealth of Pennsylvania, at the law offices of Tucker Arensberg, P.C., 1500 One PPG Place, Pittsburgh, PA, on Thursday, April 29, 2010, at 4:03 p.m.

COUNSEL PRESENT:
For the Plaintiffs:
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Philadelphia, PA 19103
For the Defendant:
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ALSO PRESENT:

Krysia M. Kubiak

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PROCEEDINGS

DONALD LEWIS
a witness herein, having been first duly sworn, was examined and testified as follows:

EXAMINATION
BY MR. PARASHES:

Q. Mr. Lewis, my name is Peter Parashes. We have introduced each other off the record. I represent the Plaintiffs in this case, and I am going to be asking you some questions today about the accident that happened back on January 10, '09, at the Hirsch Funeral Home resulting in serious fire, and also the pole incident that happened on January 9 '09.

Now, before I ask you any questions, I want to just follow some guidelines that I am sure your lawyer has advised you about, but we will just get them on the record here to be extra careful.

If I ask you a question that isn't clear to you or that you haven't heard fully, just ask me to speak up, repeat, clarify. I

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will be happy to do that. Otherwise, I will move ahead on the assumption that you heard and that understood.

I am going to do my best to wait until you finish your answer before I start the next question. If I have cut you off because I think you are done when maybe you have paused or you haven't finished, just tell me you haven't finished so you can get all of your answer out.

Along the same lines, you may think, when you hear a question, that you have figured it out before the last few words dribble out. Let me get all of the words out before you start to answer. That way, we will avoid overlap or confusion on the record, and we will avoid a situation where you think you understood what the question was or figured it out before the last part came out.

Both of us have to remember that we need to use words here, as opposed to uh-huh or a shrug of the shoulders, a nod of the head, even though that is normally a fine way to communicate. The court reporter can only take

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down words here. If I remind you of that, I am not trying to be rude. I just want to make sure that we have the record proper here.

I don't expect this is going to be exceptionally long. If you need a break for any reason, please speak up so we can accommodate that.

If there is any problem going forward for any reason at all, any problem understanding or dealing with the process, please let me know, and we will try to deal with that. All right, sir?

A. Yes, sir.

Q. Thank you. First, some background information, please. Your full name, including middle name and initial, please.

A. Donald Lewis. No middle name.

Q. And what is your residence address and your business address?

A. My residence is at 144 Kilmer Street, K-I-L-M-E-R Street, Pittsburgh, 21.

Q. And business?

A. The business address is 2645 Beaver Avenue.

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Q. What is your employment?

A. Duquesne Light.

Q. And what do you do for Duquesne Light?

A. Line construction supervisor.

Q. How long have you been with them?

A. Approximately 28 years, coming on 28 years.

Q. And how long have you been a line construction supervisor?

A. Right around 10 to 12 years, I believe.

Q. How far did you go in your schooling, sir?

A. Associate's degree, architectural construction.

Q. When and where?

A. Triangle Tech. '75 to '77, I believe.

Q. You have been with Duquesne Light a good while, but what did you do before you worked for them, sir?

A. I was at Sears, the military, and Union National Bank, then Duquesne Light.

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Q. Now, was the first time that you dealt with any electrical service, or in the field of electricity, when you started working for Duquesne Light?

A. Yes, sir.

Q. Now, line construction supervisor, would you tell us what the duties and responsibilities are in that job, please.

A. Basically to oversee line construction crews and the performance of their jobs to make sure they are in compliance with Duquesne Light procedures, customer complaints, inquiries, contractors, developers.

Q. Were those the duties and responsibilities back in January of 2009, the period that we are dealing with here?

A. Yes, sir.

Q. Now, back in January, if we deal with the beginning of January '09 -- and, specifically, the 9th, the 10th -- did you have certain hours of work?

A. Yes, sir.

Q. What were they, sir?

A. Three o'clock to one o'clock in the

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morning.
Q. How many days a week?
A. Five days a week.
Q. And those hours, 3 p.m. to 1 a.m., were which days of the week, which five days?
A. Mondays through Fridays.
Q. Did you ever have overtime work?
A. Yes, sir.
Q. And what would bring about overtime?
A. Contractors on the property doing additional work that needs to be done by the company.
Q. Now, was part of your work as a line construction supervisor work that involved supervising crews who were dealing with accidents where your company's -- that is, Duquesne Light company's -- equipment was damaged, like poles, wires, transformers, anything of that kind?
A. Yes, sir.
Q. If I understood your answer about what your job involved, you would not only deal with responding to accidents and repair needs, but other things as well; correct?

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A. Yes, sir.
Q. Now, do you remember the fire at the Hirsch Funeral Home?
A. Yes, sir.
Q. I am going to show you a document that was marked at the deposition of Mr. Runatz as Runatz No. 1 and ask you to take a look at that, please. Tell me when you have had a chance to look it over and see what it is.
(Witness reviewed document.)
A. Okay.
Q. Do you recognize that document?
A. No, sir.
Q. Well, have you heard of something called a Report of Accidents and Unusual Occurrences as a form that Duquesne Light has?
A. Yes, sir.
Q. And what is your understanding of such a report?
MS. BECKNER: With the understanding that he has never seen this document?
MR. PARASHES: Let me withdraw it.

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MS. BECKNER: Okay.
BY MR. PARASHES:
Q. Have you been required to participate in the preparation of, or filling out of, a report of accidents and unusual occurrences for Duquesne Light?
MS. BECKNER: Have you ever filled out one of these, Don?
THE WITNESS: No, I haven't. This kind of document, no.
Q. You have not?
A. Not that I remember. No, sir.
Q. Fair enough. That is fine. Looking at that document, do you see that a little bit above the center of the document there is a preprinted line that says, Investigated by, and then it has a colon, and then it has Don Lewis, Penn Hills B/S. Do you see that?
A. Yes, sir.
Q. Now, do you know what Penn Hills B/S is?
A. Back shift.
Q. And can you tell us, for the record, what back shift means, please.

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A. It is a shift that is not associated with the daylight shift, daylight crew.
Q. Were you working back shift back on January 9 and January 10, '09?
A. Yes, sir.
Q. And what about Penn Hills? Was that a location for a crew or a designation of some sort?
A. That is a division.
Q. And were you working in that division on the back shift then?
A. Yes, sir.
(Discussion held off the record.)
Q. Do you want to clarify something?
MS. BECKNER: Yes, he does.
Q. Go ahead, sir.
A. I was working the back shift for Duquesne Light as a whole. They had four divisions at the time.
MS. BECKNER: Not just Penn Hills.
A. No just Penn Hills. They had four other divisions, so I was supervising all four

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divisions.

Q. Okay. Not just Penn Hills, but the four divisions?

A. Yes, sir.

Q. Now, according to what this document says, somebody wrote in by hand, Investigated by Don Lewis, Penn Hills back shift. Do you believe that to be you?

A. Yes, sir.

Q. Did you have any assignment to investigate in any way the incident that is referenced on this piece of paper? That is, the January 10, '09, incident at the Burton Hirsch Funeral Home?

A. Can you clarify. To investigate?

Q. Yes. The form says, Investigated by, and I am just asking did you have any responsibility or job to do any investigation concerning anything either at the Burton L. Hirsch Funeral Home or in the vicinity of the Burton L. Hirsch Funeral Home on January 10, '09, or January 9, '09, or any days shortly before or after that?

MS. BECKNER: Do you

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understand the question?

THE WITNESS: Yes, ma'am.

A. No.

Q. Do you have any idea in your own mind as to why this document says that the incident was investigated by Don Lewis, Penn Hills back shift?

MS. BECKNER: You can answer, if you know.

A. No, not really.

MS. BECKNER: The witness has already testified he has never seen the document.

A. Other than --

Q. Yes. I understand you haven't seen it before. I am sorry. You finish. I didn't mean to interrupt you.

A. No. Other than I was the back shift supervisor.

Q. As the back shift supervisor, did you have duties to give reports or information to any other supervisory people or any of the people that you reported to at Duquesne Light concerning either the incident of a pole on

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Forward Avenue being damaged by a vehicle on or about January 9, 2009, or a fire at the Hirsch Funeral Home?

MS. BECKNER: Are you asking him if he knows that there was a motor vehicle accident?

MR. PARASHES: No. I am asking him if --

MS. BECKNER: I don't understand the question. Why don't you ask it a different way.

Q. Let's just make sure. If you don't understand it yourself, Mr. Lewis, let me know that.

Did you have any responsibility to make observations and/or get information about a scene where there was damage to a pole on Forward Avenue on January 9, '09, and to provide information to anybody at the Duquesne Light company in any way about the problem there?

A. I would say yes, sir. To a certain degree.

Q. All right. And please tell us about

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that. To what degree were you involved in doing that, please.

A. The investigating part of it?

Q. Yes. The pole. We are talking about damage to the pole.

MS. BECKNER: Just tell him what you did when you went on-site.

A. Basically, when I got there, I observed what was going on and gathered the information I needed to get to have the crews respond to the accident.

Q. Okay. Fine. Let's stick with that, and let me ask you some particulars about that, please. As you are sitting here today, do you remember dealing with an incident where a pole on Forward Avenue had been seriously damaged by a vehicle?

A. Yes, sir.

Q. As best as you remember, how did you first learn that there was a problem that got you in any way involved with that pole incident or pole accident?

A. Phone call.

Q. From whom?

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A. Our operations center.
Q. Was there a particular person who phoned you, or how did that work, sir?
A. Usually, it is the district supervisor who is controlling that district that night. He would give me a call.
Q. And do you remember who that was?
A. No, sir.
Q. Regardless of who it was, you received a call. Where were you when you got the call, Mr. Lewis?
A. The McKeesport area.
Q. And what did you do as a result of getting that call?
A. I responded to the call. I headed for that location.
Q. In your truck or car?
A. Yes, sir.
Q. Now, as best you remember, what information were you given during the call about the matter that you were going to be looking into? How much information did you get on the phone?
A. Just that there was a broken pole on

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Forward Avenue, and they gave me the address. They needed me to go there and check it out.
Q. Did you have information as to whether or not there had been any interruption of service as a result of that pole incident at that point, or just that there was damage to a pole?
A. That there was damage to a pole, that it was down and wires were down.
Q. You have told us you then headed out to see the situation yourself; right?
A. Yes, sir.
Q. Do you remember roughly what time of the night you got there, or what time you got there, roughly?
A. I got there approximately anywhere from 7:30 to 8:30, I believe.
Q. You can give me a range. I don't expect you to know it exactly.
MS. BECKNER: Just tell him if you know.
Q. Yes. Roughly 7:30 to 8:30, thereabouts?
A. Yes, sir. I believe.

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Q. Now, when you arrived there, were there any other folks from Duquesne Light there? Any other employees from Duquesne Light at the scene?
A. I think there was a troubleshooter.
Q. Was that Mr. Frankhauser?
A. It could have been.
Q. Do you know Mr. Frankhauser?
A. Yes, sir.
Q. When you arrived, what was the troubleshooter doing, the Duquesne Light troubleshooter?
A. If I can remember correctly, he was on the phone with our operations center.
Q. When you first arrived, it would have been dark; right? We are talking about nighttime?
A. Yes, sir.
Q. Did you see, when you first arrived, whether there was any interruption of service, outages, as a result of this or that were apparently related to this pole?
A. Yes, sir.
Q. And what did you see in that regard?

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A. A few apartment buildings a block away or a half a block away that were out of power.
Q. By the way, besides Mr. Frankhauser, or whoever the troubleshooter was who was there, did you see any other people that you, in your own mind, viewed as responders, such as firemen, police officers, or anything like that?
A. Yes, sir.
Q. What did you see?
A. I saw police officers. They were blocking off both ends of the street, and I can't remember if the fire department was there or not. I know the police department was there.
Q. When you got there and you got your vehicle parked, got out of your vehicle, what did you first see as far as the condition of the pole and the condition of the related electrical componentry?
A. There were phases down on the street, wires down, secondary bank down, transformers. The pole was busted up pretty

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good. One transformer was leaking oil, I know that, and that was it.

Q. Was the pole itself lying in the street?

A. It was angled in the street. Some of it was on the sidewalk.

Q. Was the pole sheared? Can you describe, in your own way, what the condition of the pole itself was?

A. It was broken in at least two places. What was remaining of the wires, the primary wires were holding up part of the transformer and the pole.

Q. Was that the three-phase transformer we are talking about, sir?

A. Yes, sir.

Q. Now, you mentioned the secondary wires themselves were down?

A. Yes, sir.

Q. Both the single phase and the three-phase secondaries?

A. Part of the secondary part of the three phase.

Q. Part of the three-phase secondary?

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I am sorry.

A. There are two different wires. One is a primary wire, and one is a secondary wire.

Q. Right. The primary wires, I am not asking you about those right now, please. I am talking about the secondary. You had secondary bus for both the single phase and the three phase, or did you?

I mean, let me ask you. Were there secondary buses related both to the single-phase and three-phase service that were affected by that pole incident that you remember?

A. They both were affected.

Q. And were both the single-phase secondary wires and the three-phase secondary wires down?

A. At different locations, yes, sir.

Q. Did you see to what degree, if at all, those wires, or any of them on the secondaries, were broken?

A. Yes, sir.

Q. Can you describe that, please.

A. I didn't quite detail it. It has

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been a while.

Q. In general, can you describe it?

A. Yes. They were down, and they were wrapped -- I believe one phase, the bottom phase wires, were completely down. I believe they were down, and the neutral and the second wires were wrapped.

In another location, it was exactly reversed. The neutral was down, and I believe it was the middle wire, the secondary bank, was wrapped with the bottom wire.

Q. Did you make observations as to any points or places where those wires had snapped or broken?

A. Yes, sir. On either side of the pole.

Q. And were the wires that were broken that we are talking about now secondary wires that we are speaking of?

A. Yes, sir.

Q. Do you have a memory as to whether any of them were neutrals, or what had been hot, or both?

A. Neutral on, I believe, the one side,

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and it was down and wrapped on the second wire, and the bottom wire was wrapped with the second wire on the other side.

Q. Now, when you say "the one side" and "the other side," can you help me understand what you are referring to.

I mean, the pole itself, you have described the damage to it, and you have described part of the pole as on the sidewalk, and the pole was, as you remembered, broken in two places.

When you refer to the wires on one side and then the other side, explain to me please what you are talking about, as to the side of what.

A. On either side of the pole. When the pole was hit, the base of the pole was fractured or broke completely, and it was leaning towards -- it was leaning on the sidewalk.

And then the upper part of the pole had came down, and it was also on the sidewalk, so it was like three different pieces: The top part of the pole, the middle part of the pole,

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and then the pole butt sticking out of the ground somewhat.

Q. And these broken wires that you saw, were they are all in the general vicinity of that broken pole?

A. They were on the pole.

Q. Now, what about the primary wires? Were any of those broken in any way?

A. I believe there was one phase, maybe two.

Q. That were snapped or broken?

A. Yes, sir.

Q. Did they eventually require splicing?

A. Yes, sir.

Q. When you arrived, Mr. Lewis, were you aware, or did you notice, that there was a substation nearby?

A. Yes, sir.

Q. Did you make any observations as to whether the system had tripped as a result of the accident?

A. Not really, sir. No.

Q. Did you have to do anything to

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disconnect service, or was it already somehow disconnected with the breakers?

A. The troubleshooter was in the process of talking to our operations center. He would have been handling that through our operations center.

Q. So by the time you got there, that had been dealt with one way or another?

A. No, sir. He was dealing with it.

Q. Do you know if he himself found that the substation breakers had tripped when he arrived? Do you know one way or the other?

A. No, sir.

Q. After you got there and saw what you just saw, did you take any action to direct anyone to do anything or to report back to anyone, Mr. Lewis?

A. No. I just made a call to the crew to respond to the accident.

Q. And is this the back shift crew?

A. Yes, sir.

Q. And the crew of which Mr. Shields was the crew leader?

A. Yes, sir.

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Q. And what directions did you give those folks?

A. I believe I had him keep half the back to load a pole and had the other half of the crew respond to the accident.

Q. And then what did you do after you gave him those instructions? Was that by telephone, by the way?

A. Yes, sir.

Q. After you gave those instructions -- were those to Mr. Shields?

A. Yes, sir.

Q. What did you do next?

A. I called the operation center to let them know I was there, if they didn't already know by the troubleshooter, and I went there to re-secure the area with cones and tape to alleviate the police department from sitting there.

Q. And then what next?

A. Just waited for the crew to arrive.

Q. Did they arrive?

A. Yes, sir.

Q. Roughly, or approximately, how long

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after you phoned them did the first group, or the first portion, of the group arrive?

A. About 45 minutes to an hour. Maybe a little more than an hour.

Q. While you were waiting for them, did you take any other actions other than dealing with the cones and what you have just told me about?

A. No, sir.

Q. What about the troubleshooter, did he do anything else while you were waiting for the crew to arrive?

A. No. He was talking to DOC.

Q. What is that?

A. Our district operations center. I walked and approached him and asked which circuit it was, and he told me which circuit it was. I went to my books to open it up to clarify what I was looking at and what I was dealing with.

Q. And what did you find?

A. That there was a substation there, a three-phase set. I seen the amount of transformers that were being fed and what

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direction it was being fed from. It was just to get an understanding of what I was dealing with.

Q. When the first group arrived from the crew, did you give them on-scene directions or instructions?

A. I believe we had a discussion, like we usually have, to make sure everybody is on the same page and that we knew what was being cleared so we can either assist and/or start our work.

Q. Now, what was your work going to be? Let's deal with, first, the term "what was being cleared." By "cleared," what do you mean to say by the term what was going to be cleared?

A. Our clearance points where we have to work, where we could work, and what was cleared by the troubleshooter to establish our clearance points, and if we needed to assist him or them in any way to establish broader clearance points around that area.

Q. Now, when you say "clearance points," what are you meaning by "clearance

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points?" Are you talking about how great of an area is going to be de-energized? What are you referring to?

A. Correct. Exactly that.

Q. For safety; right?

A. Yes, sir.

Q. So the men don't get hurt?

A. Correct.

Q. I just wanted to make sure I understood that. As opposed to clearing out -- I am not trying to be a wise guy. As opposed to clearing debris off the ground, we are talking about clearance in the sense that you just said now?

A. Yes, sir.

Q. And that clearance was necessary to allow for safe work?

A. Yes, sir.

Q. Once the clearance was done, what was the objective and the steps that were going to be taken to make repairs?

A. To stop the oil from leaking out of the transformers and to clear the area so that we can install new infrastructure.

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Q. And that would involve clean up; right?

A. Yes.

Q. Getting the broken -- well, you tell me.

A. Basically cleaning up the oil; stopping the oil from leaking out of the transformers; uprighting them; detaching them from the pole; cleaning up any wires that were laying there, any debris, removing it so when the new pole came down, we can install it and really start installing an infrastructure to get people back in power.

Q. At some point, am I correct that a new pole was put in place, new transformers were set up, and there was replacement of damaged componentry at some point eventually, hours later; right?

A. Yes, sir.

Q. Before that happened, was anything done to reinstate service to some of the customers that had been affected by this accident?

Just to make clear what I am asking,

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Mr. Lewis, did your men have to repair the pole and the transformers and reinstate current where there had been interruption at that pole in order to put all of the affected customers back into service, or was it possible to put some of the folks back into service so that they would have electricity for lights and refrigerators and what have you without having to get the pole back up?

A. Yes. As a matter of fact, I know we assisted the troubleshooters in establishing clearance points so we could pick other customers up before any other debris or anything was dealt with.

Q. So some customers could be reinstated before you made your full repairs; is that a fair statement?

A. Yes, sir.

Q. Yet, other customers, like the funeral home, for example, could not be reinstated until all of the repairs were made to the pole and the service was re-energized?

A. Correct.

Q. Eventually, there was an attempt to

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reinstate service to the funeral home many hours later; true?
A. Yes, sir.
Q. Shortly after that, a fire was observed; is that true?
A. Yes, sir.
Q. Now, my question is this. Before the attempt was made to reinstate service to the funeral home -- and I mean just shortly before. After the pole was back up and the transformers were back up and the wires were back in place and your crew was ready to reinstate service.
Before they reinstated service, how many of the customers were still out? The funeral home was still out; correct? They did not have electricity yet; correct?
A. Correct.
Q. Other than the funeral home, which other buildings -- let's call them buildings, or customers -- were still out of service?
A. If I can remember correctly, I believe it was three buildings.
Q. Other than the funeral home?

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A. Yes, sir.
Q. The funeral home was a building, and, to the best of your memory, there were three other buildings that were still out of electricity?
A. To the best of my memory, yes, sir.
Q. And were those apartment buildings?
A. Yes, sir.
Q. Before that, can you tell me approximately how many buildings you all were able to reinstate and get back in service?
MS. BECKNER: After the accident?
MR. PARASHES: Yes.
Q. After the accident, but before you got to the point of starting to re-energize the funeral home.
A. No, sir. I can't remember correctly. I wouldn't know that. I mean, our operations center would know that.
Q. But there were a number; correct?
A. Yes, sir.
Q. Is it fair to say that they were further away from the pole than the funeral

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home was?
MS. BECKNER: If you know.
A. Yes, sir.
Q. That is the truth; right?
A. Yes, sir.
Q. Am I correct -- and tell me if I am wrong -- that in an accident like the one that we are dealing with here, the closer the customer is to the source of the accident, the more likely it is that it is going to take a longer period of time to reinstate them?
A. I need the question clarified.
Q. What I am driving at is --
MS. BECKNER: Do you understand the question?
Q. The closer the customer is to the source of the interruption, is it generally the case that the more work and time is going to be required to get them back into service?
A. Yes, sir.
Q. Okay. Fair enough. Now, were you at the scene continuously from the time that you arrived and saw the troubleshooter and the things that you have described up until the

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time that the fire was discovered, or did you leave and do something else?
A. Well, it was quite a few hours, so I was back and forth.
Q. You had other things to attend to other than this project; is that fair?
A. Yes, sir.
Q. Were you at the scene when Mr. Shields arrived in his truck?
A. Yes, sir.
Q. And were you still at the scene without having left when the rest of the crew arrived with a pole?
A. Yes, sir.
Q. I know you gave me an approximation, and I am taking it just like an approximation. You said roughly 7:30 to 8:30 is when -- did you tell me that is when you got the call or when you arrived? 7:30 to 8:30 was when you got the call, and roughly 45 minutes later you arrived; is that fair?
A. I arrived somewhere between 7:30 and 8:30.
Q. Good enough. You arrived sometime

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between 7:30 and 8:30, approximately. At what point approximately, time wise, did you leave that area for the first time to attend to other matters?

A. About 11:30, approximately.

Q. Roughly. I understand. You are doing your best to remember. At the point that you left at roughly or approximately 11:30, what had been accomplished in terms of dealing with that accident and getting things back up in service?

A. The clearances were established to pick up customers around the affected area, and Tim and part of the crew started cleaning up the transformers and the oil and everything.

Q. Cleaning up the debris?

A. Yes.

Q. And Tim being Tim shields; right?

A. Yes, sir.

Q. As of the time you left at roughly 11:30, had they yet installed a new pole, or were they still in the process of preparing for that?

A. They were still in the process of

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preparing.

Q. You left at about 11:30 to deal with some other matters that were unrelated to this; correct?

A. They might have been related, but I left to go to my division and pick up a few things. I am not exactly sure what I did down there, but then I turned around and came back within about 50 minutes, maybe an hour and 10 minutes.

Q. So roughly what time did you get back to the scene?

MS. BECKNER: If you know.

A. Maybe a little after 12, 12:30.

Q. Now, were the things that you picked up things that you had to pick up for this job, or for some other things?

A. I had to go to the bathroom.

Q. Well, that is important.

A. And tend to other business that were going on in the other divisions.

Q. Which had nothing to do with this problem?

A. Correct.

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Q. But you got back there sometime roughly between 12 and 12:30, or thereabouts?

A. Yes, sir.

Q. And now we are into the early part of Saturday morning; right?

A. Yes, sir.

Q. When you arrived back, how much progress had you observed? Where were they at in terms of the process of getting things back up and repairing the pole and the related componentry?

A. Most of the debris was put to the side, or cleaned up out of the way. The new pole had already arrived before I got back, and they were preparing to dig the hole for the new pole.

Q. What was done with respect to the wires that you observed, the conductors that you described before that were broken? Had anything yet been done with the broken conductors?

A. If they weren't laying there, they were on the back of the truck. They had cut them, rolled them up, put them on the back of

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the truck to take back to the divisions.

Q. Were any of the broken conductors to be simply repaired with splicing? Explain how that went about, how that was done.

A. Sometimes you can use a wire back over again.

Q. That is why I am asking.

A. You might have to splice it out, but sometimes you have to take a section of wire out and then replace it.

Q. With old existing wire in part, but a new section where there had been damaged wire?

A. Correct, sir.

Q. And are there other times when you have to take out an entire length of wire?

A. Yes, sir.

Q. In this case, do you remember how it was done? Was it a situation where your crew, your men, had to cut out a section to do splicing, or they had to rephrase an entire length of conductor, or both? I don't mean to say it is just one or the other.

A. It could have been both.

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Q. As you are sitting here, you don't fully remember?

A. No, sir. I really don't keep an eye on them 24/7. I am there, and I am watching them, but I am watching other things.

Q. I understand. Again, let's go back. When you got back around roughly 12:30 or thereabouts, you described how they were in the process, I think you said, of starting to dig the hole to install the new pole; had cleaned up a lot of the debris and the like. How long did you continue to stay there to observe before you left again?

A. It was daylight, so I am not exactly sure what time it was, but it was daylight.

Q. So it was then at least a few hours; correct?

A. Yes, sir.

Q. Can we agree it wouldn't have been daylight until roughly 5:30 or 6 a.m. anyhow, or later?

A. About that time. I am not exactly sure.

Q. When you next left, had the fire

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happened yet, or not yet?

A. Not yet.

Q. When you next left, regardless of exactly what time it was, although it was starting to get daylight, what stage had the men reached in the repair process, please.

A. The overhead conductors, primary wire, was spliced out; the pole installed; crossarms put up; transformers installed; secondary bank reinstalled; and they were still moving on -- they were in the process of doing that. That was all done before I left.

Q. But they had not yet attempted to reinstate service to the funeral home; correct?

A. Correct.

Q. And did you expect that they were going to get to that point in the near future? By "the near future," I meant the next hour or so.

A. Yes, sir.

Q. By the way, when you left this time, what did you leave to do?

A. I went around to check our clearance points, our one clearance point that was up and

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around the corner from where we were working.

Q. For this project, or for a different project?

A. For this project.

Q. And why did you need to check that clearance point?

A. I just wanted know exactly where it was, and then I could tell the crew exactly where to go so they wouldn't have to be messing around. They could go straight to there.

Q. It would make it more efficient?

A. Correct, sir.

Q. And safer?

A. Correct.

Q. And did you accomplish?

A. Yes, sir.

Q. And then did you come back?

A. I was there when they called.

Q. I don't understand. You were there when they called? Where were you when who called, sir?

A. I was at our clearance point at that location.

Q. Okay. Now I understand. You were

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doing what you have just described. You were at the clearance point checking it out when you received a call?

A. Yes, sir.

Q. From whom did you receive the call, which of the fellows?

A. I am not exactly sure which one.

Q. But it was one of the crew members?

A. Yes, sir.

Q. And what did that person say to you?

A. Don, you better get back down here. This place is on fire.

Q. Roughly, how far away were you when you got that call?

A. Approximately three blocks.

Q. Before you got that call, had you phoned somebody to tell them that you would check the clearance out and to proceed, or had you not gotten to that stage yet?

A. I hadn't gotten to that stage yet.

Q. Do you know if they started to reinstate service before you checked the clearance?

A. Service to?

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Q. The funeral home.

A. No. I wasn't aware of it. I mean, they were probably in the process of doing it.

Q. What I am getting confused about -- and I am going to ask you to help me understand and just explain.

I thought I understood you to say that you went some blocks away to check on clearances in order to help the efficiency and safety of the crew that was still working on repairing the pole and reinstating service. Am I right?

A. Yes, sir.

Q. If they already started to reinstate service by the time they called you, why would they do that if you hadn't yet notified them that you had accomplished what you set out to do? That is, to check out the clearances.

MS. BECKNER: I am going to object because I think your question is presupposing that the clearance he is talking about is related to the reconnection of the funeral home.

MR. PARASHES: That is what I

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thought, and maybe I misunderstood.

MS. BECKNER: I think you are missing each other here.

MR. PARASHES: All right. I apologize. Let me just clear this up.

BY MR. PARASHES:

Q. You have explained that you left for a bit to go check some clearances and that you were actually away looking at clearance matters when you received a call that there was a fire. Am I right about that?

A. Yes, sir.

Q. Now, the clearances that you were looking at, did they have to do with the reinstatement of service to the funeral home or other things?

A. Other things.

MS. BECKNER: That is where you missed each other.

MR. PARASHES: Thank you.

Q. Other things, but concerning this pole being down?

A. Yes, sir.

Q. But not the funeral home itself?

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A. Not the funeral home itself.

MS. BECKNER: Concerning outages in the area.

Q. Did they pertain to the apartment buildings that you have referred to? I think, if I remember, you had said that at the point that your crew was about ready to reinstate service to the funeral home, the funeral home was out of electricity, and your memory was, I believe you said, that there were three apartment buildings?

A. Yes, sir.

Q. Did the clearances that you were checking pertain to those apartment buildings or to something else?

A. The circuit. I mean, the circuit as a whole. To restore the circuit back to normal.

Q. I understand now. I am with you. When you were some blocks away checking that out, that is when you got the phone call from one of the crew members that you just told us where they said, Don, there is a fire. You better get down here, or something like that;

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right?

A. Yes, sir.

Q. What did you do next?

A. I headed back to that location.

Q. And what did you see when you got back there?

A. Our gentlemen coming down out of the area, I heard the fire department coming, and we just moved the trucks out of the way.

Q. To make room for the fire service?

A. Yes, sir.

Q. Now, you were the line construction supervisor over these men in your position. Did you make question or make inquiry and ask questions about what happened and what the sequence was to get information to understand this?

A. I asked them what happened.

Q. And who did you ask, that you remember?

A. The crew as a whole.

Q. And what did the different men who responded say to you?

A. One gentleman said, Don, we didn't

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do anything than we wouldn't have done any other time. We installed the triplex service to the funeral home, and we were making connections.

Q. From up at the pole?

A. Yes, sir.

Q. To reinstate service to the funeral home?

A. Yes, sir.

Q. At it was at that point, or shortly after that, that the fire was discovered?

A. I believe so. I wasn't there, sir. I wasn't there.

Q. From what they told you?

A. Yes, sir. From what they told me.

Q. You wanted to know what happened as best you could, didn't you?

A. Yes.

Q. I would think. I mean, this was unusual thing, wasn't it?

A. Yes, it was.

Q. And you weren't going to just say, I don't care. You wanted to find out what happened as best you could?

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A. Yes, sir.

Q. Now, which man or men told you what you just said?

A. I believe it was Mr. Parrish, Mr. Wilker, Mr. Shields. They were there.

Q. And you remember those three at least being participants?

A. Yes, sir.

Q. Did any of those men give you any comment or say anything as to why they thought this happened?

A. No, sir.

Q. In your mind, did you have any concern that this happened after they tried to reinstate service? Did you, in your own mind, try to figure out how, if at all, the reinstatement of the service was related to this fire happening? Let me withdraw the question and start another one.

When you got the information that you just told me from Mr. Shields and the other people at the crew, after you got the phone call that there was a fire and to come back, when you got that information, did you start,

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in your own mind, thinking how is the reinstatement of service by the crew connected to this fire starting?

MS. BECKNER: I am going to object to that because I think the question presupposes that there is some sort of causal connection.

MR. PARASHES: No. I am asking him if he considered whether there was. That is what I am trying to find out.

MS. BECKNER: You can ask him that.

BY MS. BECKNER:

Q. Did you consider whether there was any relationship or connection between your men trying to reinstate service and then a fire happening very shortly after?

A. No, sir.

Q. Did you consider it a coincidence?

A. I might have.

Q. Do you remember what your conclusion was at that time?

MS. BECKNER: I am going to object again. He is not an expert witness. He

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is not here to opine on causation.

MR. PARASHES: No. I am asking him whether in his capacity as the line construction supervisor he reached any conclusions or made any determination as to how, if at all, the reinstatement of service, or the attempt to, was related to the fire.

MS. BECKNER: I think that question is hard to understand. Why don't you ask him if he thinks it was related to the fire. I think the questions are all assuming that there was some sort of causal connection.

MR. PARASHES: No, they are not. Let me just back up.

BY MR. PARASHES:

Q. Can we agree that when you got back -- so I don't ask you 15 questions -- and spoke with Mr. Shields and the other men, that you learned that Mr. Pierce, Mr. Shields, and the men on the crew had been working together and had started to reinstate service to the funeral home, made the connection, and that shortly after that they saw a fire? Is that what you learned?

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A. Yes, sir.

Q. When you heard that, as the line construction supervisor, did you have any thought as to how their reinstating service to that funeral home might be related to the fire in any way?

A.

MS. BECKNER: Objection. Again, these questions are all supposing that there is a causal connection. You have to ask him --

MR. PARASHES: That is not what the question is. I heard your objection.

Q. I am not asking you if you decided there was a causal connection. I am not asking if you know there was a causal connection.

I am just asking if when you learned that when the men in your crew reinstated service and shortly thereafter a fire occurred at the funeral home, if you considered whether there was any connection between their reinstating service and there being a fire at the funeral home?

MS. BECKNER: Did you think

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there was a connection?

MR. PARASHES: No. Did he consider whether there was a connection? Not that he necessarily concluded there was. Did he consider that there might be a connection?

A. Yes, sir.

BY MR. PARASHES:

Q. Okay. And what was your thought process?

A. That it could have been a short in their secondary breaker box, or their breaker box, due to the pole being hit.

Q. The funeral home's secondary breaker box; right?

A. The breaker box in the funeral home --

Q. Just so I am clear.

A. -- due to the accident or the pole being hit.

Q. In your mind, how could those things be related, the pole being hit and having a short in the funeral home's breaker box? How did you reach the thought that there could be a connection between the pole being hit by the

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vehicle, some unknown vehicle, and there being that event in the funeral home's box?

MS. BECKNER: I am going to object again. This question is calling for expert testimony. He is not here as an electrical expert. He is here as a supervisor for Duquesne Light.

MR. PARASHES: I am not asking him to give expert testimony. I am asking him to explain what his thought process was as the line construction supervisor who was at that site. That is all.

A. Once a pole is hit and wires get mixed up, you have high voltage, and you have secondary voltage. If the primary voltage hit the neutral and/or secondary voltage wires, it can short out anything. Anything can happen. That was my thought process.

BY MR. PARASHES:

Q. The vehicle hitting the pole and causing what you have described with the wires, if it had caused a shorting out to components in the funeral home's breaker box, in your own mind, how would that create a scenario for a

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fire to happen?

A. Once something gets shorted out, if it gets shorted out, and you go to re-energize it, I mean, it could cause other damage.

Q. Because of its damaged condition from the incident of the pole?

A. Yes, sir.

Q. I understand. Did you report that idea or that thought to anybody that you worked with, or discuss it? Not report it, but discuss it with anybody you worked with?

A. Not that I am aware of.

Q. And that includes Mr. Shields, or any of the supervisors back at the office, or anybody else. Not the lawyers.

A. I am looking for clarity.

MS. BECKNER: If you don't understand the question, he can rephrase it.

MR. PARASHES: That is fine.

A. At the date and time, did I discuss it?

Q. Fair enough. That morning?

A. I might have.

Q. And who?

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A. Mr. Flinn.
Q. And who is Mr. Flinn?
A. He is another line construction supervisor.
Q. Now, had he been there at any time before the fire, or was he not at the scene up until the fire?
A. He was notified after the fire.
Q. And did he come out?
A. Yes, sir.
Q. Did he come out while you were still at the scene?
A. Yes, sir.
Q. Did he have a discussion with you about what had gone on, what you saw, what you knew, and what you thought?
A. We probably did.
Q. Do you remember Mr. Flinn expressing any ideas or thoughts about why this happened?
A. He might have. I am not exactly sure. I mean, we discussed some things.
Q. What did you discuss with Mr. Flinn?
A. Naturally, that there was a fire, and if our crew may have done something wrong

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or not.
Q. Did Mr. Flinn ask some questions about what the fellows did and how they did it?
MS. BECKNER: If you remember.
A. He probably did.
Q. Did Mr. Flinn express any ideas to you as to what he thought?
A. Probably not. It was probably more me than anything else.
Q. How about Mr. Shields?
A. No, sir.
MS. BECKNER: We don't want you to speculate. Just testify to what you can remember.
A. Not that I can remember.
Q. That is fine. What you remember. How about Mr. Pierce?
A. I believe, sir. Yes, sir.
Q. What did he say?
A. He said, Don, I was just making a connection and not doing anything abnormal and started smelling smoke. He said, Then when we saw the fire, we disconnected the service.
Q. Now, who was the man on the pole who

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disconnected the service? Do you remember?
A. No, sir.
MS. BECKNER: I think he has already testified he wasn't there.
MR. PARASHES: Well, I don't think he said that.
Q. I understand that you weren't there when the connection was made, but do you know who had the job of being up on the pole to make the connection?
A. Other than Mr. Pierce being there, there was another person that could have been on the pole.
Q. Okay. Do you know Mr. Novak?
A. Yes, sir.
Q. Do you have any memory as to what his duties were in that project?
A. He is a journey lineman. He was probably there. If he was there, he was there to assist the crew in restoring the infrastructure.
Q. Listen, this is not some sort of a test where you get a score. I mean, you can remember what you can remember.

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Do you remember, as you are sitting here today, which of the crew members were, in fact, up on the pole?
A. No, sir.
Q. And that is okay.
MS. BECKNER: And note my continuing objection to this whole line of questioning. He has already testified he wasn't there at the time the reconnection was made.
Q. I understand that. When you left to check on the clearance, weren't there men up on the pole when you pulled away?
A. Yes, sir.
Q. I am asking you, do you remember who those men were?
A. No, sir.
Q. When you left to go check the clearances, as you have told us, were there any men from that crew up at the funeral home doing any work at the service line?
MS. BECKNER: If you know.
Q. Or if you remember.
A. I can't remember.

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Q. That is okay. Do you have any knowledge at all as to who hit the pole?

A. No, sir.

Q. Or as to what kind of vehicle hit the pole?

A. Again, no, sir.

Q. From what you know about poles -- I mean, you have been in the business a long time -- did you draw any conclusions in your own mind as to what size vehicle did that damage?

A. No, sir.

Q. Did you hear any information from anybody at all that they had seen a vehicle hit the pole or had witnessed any impact of any kind?

MS. BECKNER: Apart from what he has already testified to regarding being called out to the scene because of a vehicle hit?

MR. PARASHES: Right. Yes.

A. No, sir.

Q. Do you know if anybody at Duquesne Light, or anybody else, for that matter, made

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any investigation as to who it was who did that damage to the pole?

A. No, sir.

Q. Do you have any knowledge that the funeral home people or anybody connected to the funeral home had reported to Duquesne Light that they had had an outage or January 9 or January 10? Obviously, you want me to clarify; right?

A. Please.

Q. We know that there was an accident at the pole, right, and that some customers lost their electricity. My question is do you know if any person from the Hirsch Funeral Home or connected with it had reported, before this fire, that they had lost power at their location?

A. I heard a report. I heard somebody say something about somebody calling in who owned the funeral home, or had something to do with the funeral home, saying they were out of power.

Q. You heard that? Okay. That is what I am trying to get straight. Can we agree some

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human being reported that the pole was down; right? I mean, somebody had to learn that the pole was damaged before Duquesne Light could do anything; right?

A. Yes, sir.

Q. Normally, you don't have guys patrolling the street looking for poles hit. You have a call that there is a problem, normally; right?

A. Correct.

Q. What I am trying to find out simply is, if you know -- and let's just take it one step at a time. Do you have any knowledge as to who it was who reported the damage to the pole to Duquesne Light?

A. No, sir.

Q. You have told us that there were a number of customers that were out of service. You have mentioned that there were some apartment buildings, the funeral home, and there were some more remote customers that were reinstated sooner. Do you know who the first customer was to report that they were out of service?

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A. No, sir.

Q. Is there some record back at the company that would reflect that, that a call was made by Mr. X or Ms. Y, that they are in such and such apartments, and that they have lost power? Does that get recorded that way?

A. Yes, sir.

Q. Where would that information be? What department, or how would it be logged in or kept?

A. By customer service reps.

Q. Do you know also, are there occasions when the fire department or police department will call the light company and report an incident?

A. Yes, sir.

Q. In this case, as you are sitting here now, is it fair for me to say you don't know whether the first person to report this was a customer, or police, or the fire department? "It" being the damage to the pole.

A. Correct.

Q. It could have been any of those; right?

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A. Yes, sir.
Q. In the usual course of the business of Duquesne Light, there would be some record somewhere?
MS. BECKNER: If someone called Duquesne Light?
MR. PARASHES: Right.
A. Correct.
Q. If somebody didn't call Duquesne Light, do you have any knowledge as to how your people would have learned about this?
A. No, sir.
Q. At any point before this fire happened, at any point on the day or evening of January 9 and the morning of January 10, the fire being something that happened early morning January 10, had you considered at all, Mr. Lewis, calling any customer service reps to provide assistance in any way at all?
A. No, sir.
Q. Is there any time or occasion when customer service reps are called to deal with customers when you have an incident like this? I don't mean the fire. I am talking about an

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outage situation such as this one.
A. Can you repeat the question?
Q. Yes. In this particular case that we are talking about, when the pole was hit on January 9, you had a number of customers, including apartment building customers, who were out of service.
What I am asking you is are there circumstances where the Duquesne Light company will have customer service reps start to contact and deal with those customers for any reason?
MS. BECKNER: If you know.
A. After the initial call, they might call them back to see if they are back in power.
Q. Can the people at Duquesne Light tell or determine if a customer is back in power without asking the customer? I mean, I am not trying to be funny. I am being serious. Is there a way that you know whether you have succeeded in reinstating service to a customer?
A. Yes, sir.
Q. And how is that?

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A. Check the meter. We go around checking meters after we energize the circuit. We go around checking certain meters to see if they are spinning, to see if they are back in power.
Q. Obviously, if it is an apartment building and you reinstate service and all of the lights go on, you know that that is working, too; right?
A. Yes, sir.
Q. In this case here that we are talking about, do you know how the customers who were reinstated before this fire, how it was determined that they had gotten reinstated, how you and/or others at Duquesne Light were satisfied that we had reinstated certain people?
A. Yes. We saw the power come on. Me, I walked down there, and I saw the power come on.
Q. You could see some lights?
A. Correct.
Q. And that is probably the easiest and most true way to tell; right?

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A. Yes, sir.
Q. If I am understanding you right, as of the time that you left shortly before this fire to go deal with clearances, you did see that the Hirsch Funeral Home still did not have power? It was dark; right?
A. Being where I was located --
MS. BECKNER: Could you see that?
THE WITNESS: I could not see that.
Q. No, no. When you were still at the site and getting ready to leave to go a couple blocks away to check clearances, as of the time you left, you could still see that the funeral home was dark?
A. From my know location, no, sir.
Q. Maybe I misunderstood you. I thought you told me that sometime in the early morning when it was starting to get light, you left again from the area where the men were working to go a few blocks away to deal with clearance matters?
A. Yes, sir.

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Q. Before you left to do that, were you able to see that the funeral home was still dark?

MS. BECKNER: When he was still on-site?

MR. PARASHES: Yes.

A. No, sir. I wasn't able. From my location, no.

Q. Where were you located no?

A. Right down on Forward Avenue. You can't see the front of the building or anything like that.

Q. So you couldn't tell?

A. No. I am down below it, and I am looking up. I can't tell if they are back on or not.

Q. That is fair enough. Did you have men up there dealing with it, like checking out the service wires up there, who would have been able to see it, part of the crew?

A. They were in the process of doing that.

Q. So they would have been able to see if there had been any power back on? They

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would have been able to see whether it was dark or light at the funeral home?

A. Really, I can't answer for them.

Q. Fair enough. Presumably, if they are standing right there, they would be able to see lights if there were windows and lights were on in the windows?

A. From my location and from their location, us being in the back of the building, there are no windows there or anything like that that I could remember.

Q. Where you were?

A. I could not tell, and I don't think they could tell. They knew they were out of power because their service wasn't connected.

Q. And you were down on Forward Avenue right?

A. Yes, sir.

MS. BECKNER: Forbes or Forward?

THE WITNESS: Forward. That stretch of road right between the Parkway and -- I think that is Murray Avenue and the side street that shoots up.

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MS. BECKNER: Forward?

THE WITNESS: Forward. I am back down there, for the most part. I am almost never up on the upper street there.

BY MR. PARASHES:

Q. Just so we are clear, so we don't get all confused -- because anybody can make a mistake about a street -- do you agree that the funeral home faced Murray Avenue?

A. Yes, sir.

Q. And the pole that was down was the street behind the funeral home?

A. Correct.

Q. And, to the best of your knowledge, was that street called Forward Avenue?

A. Yes, sir.

Q. Okay. Just so we are on the same page, because I thought I heard Forbes.

MS. BECKNER: I thought I heard that, too.

Q. I just want to get it straight. When you were down on Forward Avenue before you went to check clearance, could you see whether apartment buildings were, indeed, dark, any of

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them?

A. They were energized. They were lit.

Q. They were?

A. Yes, sir.

Q. So was the funeral home the last thing to be re-energized?

A. I believe they were.

Q. Do I have it right that at the point when your crew was trying to reinstate service to Hirsch Funeral Home, the other customers, including the three apartment buildings that were in the near vicinity, had been reinstated already?

A. Yes, sir.

Q. And, therefore, the Hirsch Funeral Home was the last customer in the process of being reinstated?

A. I believe it was. Sorry, sir.

Q. Okay. I got it now. Have you ever had, in your years of experience, a situation where, before reinstating service or attempting to reinstate service, you wanted your crew or workers from Duquesne Light to look inside the customer's building and examine equipment out

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of safety concerns?
MS. BECKNER: Do you understand the question?
A. Can you repeat that?
Q. Yes. Let me clarify it or restate it, please.
In the years that you have been working for the Duquesne Light Company, have you had a situation ever where before an effort was made to reinstate service to a customer, the step was taken of going into the customer's premises or building to look at the electrical equipment there to check it before reinstatement?
A. Yes, sir.
Q. And what was the circumstance?
A. If we were asked by the customer, as a courtesy.
Q. Any other circumstance?
A. No, sir. Only, basically, if the customer was there and as a courtesy.
Q. To your knowledge, are there any safety concerns that would cause you or people working with you to want to look at the

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customer's equipment before reinstating service?
A. Only as a courtesy to the customer, if they ask.
Q. Just so I have it plainly -- and I think you have said it plainly -- if the customer doesn't, ask there is no circumstance that you know of where the Duquesne Light crew members or individuals from Duquesne Light would go into the customer's facility and look at their electrical equipment before reinstating, unless the customer asked?
A. Yes, sir.
Q. When you were at the scene down on Forward Avenue in the vicinity of the pole and where the work was being done by your crew, were you periodically talking to anybody back at the Duquesne Light Company by phone or by radio giving them information?
A. Yes, sir.
Q. And what was this reason for that?
A. To open the communications between our operations center.
Q. That is a normal process?

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A. Yes, sir.
Q. Now, let's try to break it down into two areas here. At first, please, in regard to repairing the pole damage and the damage to the equipment on the pole, were there communications from you with some other supervisor at Duquesne about the pole condition and what you saw out there?
A. Our DOC supervisors, yes, sir.
Q. Later on, when there was actually a fire observed at the funeral home, did you have additional communications from the scene?
A. Yes, sir.
Q. Let's go with the first, please. When you went out and checked out, looked at, the pole problem, the damaged pole, and the steps that had to be taken to get it back up and the like, who was the person you were speaking with over the phone or over the radio back at the company when you say DOC?
A. Can you repeat the question?
Q. Yes. When you went out initially and you saw the troubleshooter there and you saw the pole down and the condition, did you,

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by telephone, contact somebody at Duquesne Light to report what you saw?
A. Yes, sir.
Q. And what was that human being's name?
A. I can't remember right offhand.
Q. But you know his title; right?
A. Yes, sir.
Q. And what was the full title? Not just the letters, please.
A. District operations supervisor.
Q. And then, many hours later when there was a fire at the Hirsch Funeral Home, were you on the phone again reporting information to another supervisor at Duquesne Light?
A. I believe it was that supervisor.
Q. The same person?
A. Not necessarily the same person. Same title.
Q. Because the other fellow may have gone home by then?
A. Yes, sir.
MS. BECKNER: If it was, in

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fact, a fellow.

MR. PARASHES: Well, I think we are going to find out that it was. We are getting near the last phase of this thing. Maybe we can go off the record to save some time and just discuss this process.

MS. BECKNER: Sure.

(Discussion held off the record.)

MR. PARASHES: Can we mark this one, please, as Lewis 1; this will be 2; this will be 3; this will be 4.

(Lewis Exhibit Nos. 1 through 4 were marked for identification.)

(Short recess taken.)

BY MR. PARASHES:

Q. Please, Mr. Lewis, listen to this recording.

(At this juncture, an audio CD was played.)

Q. Now, Mr. Lewis, did you listen to the recording that we just played?

A. Yes, sir.

Q. While you were doing that, did you

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look at the transcription that we have and the document that has been marked Lewis 1?

A. Yes, sir.

Q. Now, was your voice on that recording?

A. Yes, sir.

Q. And was that the initial call that you got concerning this pole incident?

A. I believe it was.

Q. Now that you have listened to that, do you remember the name of the person that you spoke with?

A. Yes, sir.

Q. Who was it?

A. Tim O'Connor.

Q. Did you attempt to follow through the transcription while you were listening to the tape?

A. Yes, sir.

Q. Did you notice whether there was something that stood out to you as an inaccuracy in any way? In other words, the wrong words written down, or not what you remember saying or hearing?

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A. For the most part, they were all correct.

Q. Was there something that you did note that you believe was, indeed, wrong?

MS. BECKNER: Can lawyers answer, too?

MR. PARASHES: Sure. Yes.

MS. BECKNER: On Page 2 of this, it says Polar's parking lot. That was a restaurant called, P-O-L-I, apostrophe, S.

Q. Do you agree with that, Mr. Lewis?

A. Yes, sir.

Q. So that was a mistake. It should be Poli's. Is there anything else that you noted that is an inaccuracy?

MS. BECKNER: Excluding the blanks that are on there? I see some blanks.

MR. PARASHES: Yes.

A. I saw some blanks. This one ambulance is Oil-Dri. I got some Oil-Dri.

Q. And where is that on that? First of all, is it O'Connor or Don saying Oil-Dri?

A. Don. That is Oil-Dri.

Q. I got some Oil-Dri?

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A. Yes, sir.

Q. That should be in there where the blank is?

A. Yes, sir.

Q. Anything else that you noted?

MS. BECKNER: Do you know what that (indicating) is? If you know.

THE WITNESS: What are the transformers.

Q. What are the transformers?

A. Yes. 120/208. That is 12208. That should be 120/208. Are they 120/208.

Q. Are they 120/208, not 12208?

A. Correct, sir.

Q. Anything else, sir?

A. One phase at 336, when he said that, that he threw me off. I don't know exactly what he was talking about, 336.

Q. Let me ask you this question. When you go down and he refers to the D200, and you refer to the D200, what do you mean by the designation D200?

A. Transformer construction style.

Q. And what is that style?

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A. It is below the secondary bank.
Q. And there is another style when they are above the secondary; correct?
A. Correct, sir.
Q. And this D200 is the older style, isn't it?
A. It is older construction.
Q. Where Mr. O'Connor says in the sixth block, he says -- and I am not reading the whole thing. In that block he says, "I got one phase at 336 down." Do you know what 336 is referring to, please.
A. I didn't know if that was an address or the wire size. We do have a wire size we call 336, but it is not related to this style of construction at all.
Q. So you are not sure?
A. I am not sure.
Q. What about on the same line --
A. Coffer?
Q. Yes.
A. That is copper.
Q. It should be copper?
A. Yes, sir.

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Q. Let's now please go to the next --
MS. BECKNER: Before we get to that, I just want to put a statement on the record. Obviously, these messages are being played for Mr. Lewis, and he is being shown a transcription that was prepared by Mr. Parashes' office.
Mr. Lewis is answering these questions to the best of his knowledge. This is obviously, with the copy, that he is not a certified court reporter and is doing the best he can based on his recollection today as to what some of these blanks might be.
MR. PARASHES: We agree to that, to what you are saying, yes. That is fair.
MS. BECKNER: Do you find something else?
Q. Please.
A. Yes. This says Don, Yeah, that blank there.
MS. BECKNER: You don't know? Second from the bottom on Page 1.
Q. Second from the bottom where you

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say, Yeah, blank?
A. I can't remember exactly what that was.
Q. That is fair enough. That is why it is blank, anyway. You don't remember, and we couldn't hear it.
MS. BECKNER: You couldn't understand it.
A. I might have just said, Stuff like that, but I don't know.
Q. Sure. And the same thing, I got some oil. You told us what that was?
A. Yes. I am known for saying, Stuff like that.
Q. We all say that. Let's try another one. Please go, if you would, to Exhibit 2. This one is also January 9, and this one is at 23:15.
(At this juncture, an audio CD was played.)
Q. Did you hear that recording of this conversation between you and some other person?
A. Yes, sir.
Q. You heard your own voice; correct?

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A. Correct.
Q. And was the other individual, again, Mr. Tim O'Connor?
A. Yes, sir.
Q. And you recognized his voice?
A. Yes, sir.
Q. I will ask you the same thing. Listening to this, and as you looked at the exhibit, Lewis 2, as best you could, did you notice anything that you could tell was inaccurate?
A. Fourth line down, Can we put these elevens. Those are 611s.
Q. Let me find that. It should be 611s?
A. Yes, sir.
Q. Anything else that you noted?
A. Down here, I believe it is 12 lines down. It is O'Connor. Before you know, and then there is a blank, if they had to stay out the whole time.
MS. BECKNER: Do you know what that blank is?
A. Probably customers. He is probably

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talking about the customers.
Q. That is what you think Mr. O'Connor is referring to, but, in fairness to you, you couldn't tell for sure what was in that blank?
A. Correct. I couldn't tell.
Q. Fair enough. That is fine. Any other things that you could determine were mistranscribed?
A. That is all.
Q. If we go back to that line that has the blank that you just referred to that O'Connor made a statement where he says, I just wanted to know with we were gonna be able to pick those up before we, you know, blank, or if they had to stay out the whole time, cause if we had to stay up the whole time, I was going to call some account reps and stuff.
Did you have an understanding as to the purpose for which he was going to call account reps?
A. For the customers.
Q. Explain. When you say "for the customers," to do what, please.
A. Act as a liaison between the

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customer and the company.
Q. To call the customers and tell them what is going on type of thing?
A. Yes, sir.
Q. Do you know if that was actually done?
A. No, sir.
Q. You don't know one way or the other?
A. No, sir.
Q. Do you have authority to call account reps, or is that done by the DOC?
A. That is done basically by the DOC.
Q. Can you request that he do it?
A. Yes, sir.
Q. Now, if we go to the next item, it is Exhibit No. 3, Lewis 3. I am going to refer to this as the 4:14 tape, the 4:14 call. I will ask you to listen to this and see if you recognize your voice and the voice of anyone else.
(At this juncture, an audio CD was played.)
Q. Did you recognize your voice there?
A. Yes, sir.

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Q. And Mr. O'Connor's?
A. Yes, sir.
Q. Again, in listening to this tape and looking at the document that we have marked as Lewis 3, did you note any what you believe to be errors in the transcription?
A. Some.
Q. Which ones did you note?
A. Let me see.
Q. If you can count the number of blocks down, that would help.
A. Okay. Four-eyed should be four-aught bank.
Q. It should be what, sir?
A. Four aught.
Q. Four aught?
A. Yes, sir.
Q. Not four eyed.
MS. BECKNER: Seven down?
MR. PARASHES: Yes.
A. It should be four aught, four-aught bank.
Q. And aught is A-U-G-H-T?
MS. KUBIAK: I thought it was

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O-U-G-H-T.
MR. PARASHES: O-U?
MS. KUBIAK: I don't know.
Q. But aught is an electrical term?
A. Yes.
Q. And we can spell it phonetically?
A. Yes.
Q. But not four eyed, but four aught?
A. Four aught, yes.
Q. Any other things?
MS. BECKNER: Circle anything that needs corrected.
THE WITNESS: Sure.
A. Fear of how amount of power.
MS. BECKNER: Is that funeral home?
Q. If you start at the bottom --
MS. BECKNER: Next one down, eight from the top. Right underneath the one with the four eyed.
Q. Okay. The next one down after the four eyed where O'Connor says, Yeah, because I got a fear of how amount.
A. That is pretty pissed off.

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Q. But did you notice any error in the transcription?

MS. BECKNER: Is "fear of how amount" funeral home out of power?

MS. KUBIAK: Can you play it again?

MR. PARASHES: Do you want me to play it again? Sure. We will play it again.

(At this juncture, an audio CD was played.)

Q. Having heard that again, is there anything else that you have noted that you believe in that transcription is incorrect or that needs to be changed?

A. No, sir.

Q. Staying with that document, Lewis 3, when you say in the second line, "In five minutes it'll be on," what were you referring to would be on in five minutes? Do you see the second --

A. Yes. I am looking down. I am trying to remember.

Q. Take your time.

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A. I can't remember. I can't remember.

Q. Okay. Now, let's move down a few lines to where you made the correction to four aught from four eyed, that entry. When you refer to, "They didn't have the wire but they found the wire down there," what wire are you referring to, Mr. Lewis?

A. I am trying to remember the particulars. I can't remember exactly what I was stating there, but -- I can't remember.

Q. That is fair enough. Independent of this transcription and listening to what you listened to, do you remember if there was a need to locate wire to splice in or to make a repair that was needed?

A. I can't remember.

Q. Okay. Moving down a few lines, you say, They're gonna be outta power because they gotta build that three phase set for them." Do you see that?

A. Yes.

Q. Then O'Connor says, "The funeral home's up the hill." Then you say, "Yeah, I know. But they, they still -- they're off by

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three phase set." When you said this, "they're off by three phase set," what did you mean?

A. That their power bank, their power service, is off by three bank.

Q. Now, you were talking about a three-phase transformer set?

A. Correct, sir.

Q. Did they have, to your memory, both three-phase and single-phase service at the funeral home, or just one that you remember?

A. I can't remember.

Q. According to this, you did remember they had three phase at least?

A. Correct.

Q. But what you can't remember is whether they also had single phase?

A. Correct, sir.

Q. Fair enough. Now, again in here, there is a reference to account reps. Do you see you asked the question, "Account reps?" Do you see that?

A. Yes.

Q. Again, was the idea here that potentially account reps would be called to

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contact the customers?

A. Yes, sir.

Q. And would the account reps physically come down and visit the customers, or just phone them? How would that work, from your experience and knowledge?

A. They would phone the customer.

Q. All right. If we go to the next page, the fourth entry up, it says, O'Connor, "Ok. Alright. Tell that crew to give me a call before they close." What did you understand the term "close" to mean?

A. Where they close in, or energize, the circuit.

Q. When you close it, you are connecting it; correct?

A. Correct, sir.

Q. Do you know why Tim O'Connor wanted the crew to give a call before the crew closed or energized?

A. He wants to know, just in case. I mean, that is their procedure. Any time you energize primary or de-energize primary, you give the control center a call.

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Q. And why does the control center need to know before you do it?

A. For safety reasons.

Q. Such as what, sir?

A. If they have to report off a clearance, or if they have to make another step before they energize this. It would be, you know, maybe more of a courtesy. It would be a courtesy and a requirement of our operations center. Any time before you energize something, you let our operations center know.

Q. And the operations center is where Mr. O'Connor was located?

A. Correct, sir.

Q. What would Mr. O'Connor be able to decide if the crew called and said, We are ready to close? To your understanding, what, if anything, would happen? He wasn't there at the site; right?

A. No, sir.

Q. Would he ask questions? What was the routine that you understood as far as the control center speaking with the crew before re-energizing?

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A. Because when you pick up -- it is a requirement. It is one of our requirements that you notify the operations center before you energize any circuit.

Q. Does the operations center, to your knowledge, ever tell the crew don't?

A. They may have told them to hold on.

MS. BECKNER: Are you just asking him in general?

MR. PARASHES: Yes, in general.

Q. Or wait?

A. Yes, sir. Because other people may be associated with this clearance.

Q. There may be some danger factors?

A. Correct, sir.

Q. Do you know if the crew did, in fact, call Mr. O'Connor or the control center before they re-energized the funeral home?

A. No, sir.

Q. So you don't know one way or the other; right?

A. No, sir.

MS. BECKNER: No, you don't

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know, or, no, they didn't call?

THE WITNESS: I don't know.

Q. If the call was made, if they called, in the usual routine and the usual way business is done, would one particular ranking member of the crew make the call, or could it be anybody?

A. It would be through the crew leader.

Q. Mr. Shields?

A. Yes, sir.

Q. I am sorry. Do you want to clarify something?

A. Just clarify something. It could be Mr. Shields or Dave Wilker. He was crew leader at the time, or I believe he was. Tim, with him being the crew leader, he could say, Dave, why don't you call operations center?

Q. He could direct somebody to do it?

A. Correct, sir.

Q. But he would be in charge of getting it done or having somebody do it?

A. Correct, sir.

Q. I mean doing it himself or having someone do it.

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A. Correct, sir.

Q. Okay. We have one more of these, please, and this one has been marked Lewis 4. It is a short one. This one, we are talking about for the 10th here, and it is at 7:13.

(At this juncture, an audio CD was played.)

Q. Now, did you hear that recording, sir?

A. Yes, I did, sir.

Q. And you heard your voice?

A. Yes, sir.

Q. And who was the other gentleman on this one?

A. Tim O'Connor.

Q. Is there a man named Felix?

A. I am not sure.

Q. Do you know a Bob Felix?

A. I am not sure.

Q. But you heard your voice; correct?

A. Correct, sir.

Q. The other voice, you are not sure if it was O'Connor or somebody else? I am just asking did you recognize the other voice on

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that recording?

A. I believe it was Tim O'Connor.

Q. Okay. That is who you thought it was. We will leave it that way?

MS. BECKNER: So you think it is incorrect that it says Bob is the other speaker?

THE WITNESS: I believe it is incorrect.

Q. Okay. That is what I want to know. To the best of your judgment, you think it is more likely that it was Mr. O'Connor?

A. Yes, sir.

Q. Fair enough. In this recording here, do you see the sixth entry?

MS. BECKNER: From the top?

MR. PARASHES: Yes, please.

Q. It is where you say, "I am not sure, somethin' like that, I don't know if it was because of the uh, whatever, uh, you know because of the pole or whatever."

When you say "it," the event was because of the pole or whatever, was that the thought process that you were talking about

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earlier where you considered that possibly, when the pole went down, it caused a short in the funeral home?

A. Yes, sir.

Q. That was what was going on in your head when you said that?

A. That was my thought process.

Q. Okay. I just want to understand that. Are there any other things you heard there -- other than your belief that it was Mr. O'Connor that you were speaking with, not Mr. Felix -- that you saw on the page that you think should be corrected or changed because they are inaccurately transcribed?

A. No, sir.

Q. I just have a few more things I want to ask you, please.

As you are sitting here today, do you remember where the splices were made in relation to the pole that was down?

Let me ask it this way. The pole that was down, if you kept walking with the funeral home on your right where you are walking down Forward Avenue and the funeral

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home is to your right side, you would be walking away from the direction of Homestead; correct?

A. Correct, sir.

Q. On the other hand, if you did an about-face and you walked in the opposite direction of the pole, you would be walking toward Homestead; correct?

A. Correct, sir.

Q. If you were walking from the damaged pole away from Homestead, you would eventually come, as you were walking, to another pole down the line; correct?

A. Correct, sir.

Q. Do you remember if the splices that were made were made on the expansive wire that was between the damaged pole and the next pole down that was going away from Homestead or if they were made between the damaged pole and the pole going up toward Homestead? Do you follow my question?

A. Yes, sir. I can't remember.

Q. Fair enough. It could have been both, or one or the other; is that fair?

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A. Yes, sir.

Q. In any event, those splices were in the general vicinity of where this pole was damaged?

A. Yes, sir.

Q. If I asked you this, I apologize. I just can't remember if I did. Did you ever determine if the funeral home had single-phase service as well as three-phase service?

MS. BECKNER: You did already ask him that.

MR. PARASHES: I am sorry. I just couldn't remember if I did.

Q. Before coming here today, did you read anything or review any papers or documents or writings to prepare yourself?

A. Any writings or documents? No, sir.

Q. I am not interested in any conversations that you had with any lawyers who represent Duquesne Light, but did you talk to anybody else, like a crew member or anyone who had any knowledge about this incident before coming here today, after you learned that you were going to give your deposition? You know,

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such as the other follows who gave their depositions?

MS. BECKNER: You are asking him in preparation for his deposition did he talk to any of his colleagues?

MR. PARASHES: Well, let me ask it that way.

MS. BECKNER: Or ever since the fire has he talked to his colleagues?

BY MR. PARASHES:

Q. Let's back it up. Have you discussed the fire with any of the crew members within the last three months, approximately?

A. Other than --

MS. BECKNER: Not lawyers. Anyone that you work with.

A. Other than the crew, no. Just telling them that we have a deposition coming up.

Q. Which fellows did you have a conversation with about the deposition, the crew members?

A. I know it was Tim Shields, and he was probably the only one, that I can remember,

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sir.

Q. Do you remember what you and Tim conversed about?

A. Just that we had a deposition coming up.

Q. In the course of having that conversation, did Tim give you any comments or say anything about why he thought this fire happened?

A. Not that I can remember, sir, no.

Q. Did you ever share with Tim or tell Tim the thought that you had as to a possibility of why this happened?

MS. BECKNER: Tell him what you remember.

A. I mean, other than stating that we didn't do anything that we wouldn't normally have done on any other occasion with the pole hit or when this situation would come up, no.

Q. What I am trying to ask you is whether or not you ever expressed to Tim the thought that possibly when the vehicle hit the pole, it caused shorting in the equipment of the funeral home. Did you ever express that

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thought to him and get any kind of comment back from him about it?

A. I may have said something could have been damaged inside and we wouldn't have known.

Q. All I am asking is when you said it to Tim, if you said that to him, that you remember saying it, did he say, That makes no sense, or, yes, that is a possibility, or, I agree or disagree, or anything at all?

MS. BECKNER: First, I think you need to answer the question did you say that to Tim?

MR. PARASHES: Yes.

Q. Did you?

A. Yes, I did.

Q. What was Tim's reaction, if any, to it as far as what his thoughts were about that idea?

A. That I can remember, he stated the same thing. We were just doing what we normally do.

Q. Did you have conversations with any other folks at Duquesne -- any other crew members or people, supervisors -- expressing

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that thought about the possibility of a short having occurred in the equipment of the funeral home as a result of the vehicle hitting the pole before coming here today, other than to Tim Shields?

A. No, sir.

MR. PARASHES: I very much appreciate your patience with me. I thank you, and we are all finished.

MS. BECKNER: We would like to read.

(Signature not waived.)

(Whereupon, the above-entitled matter was concluded at 6:23 p.m., this date.)

- - - - -

COMMONWEALTH OF PENNSYLVANIA) ERRATA
COUNTY OF ALLEGHENY) SHEET

BURTON L. HIRSCH FUNERAL HOME, INC., ET AL.
vs.
DUQUESNE LIGHT COMPANY

I, DONALD LEWIS, have read the foregoing pages of my deposition given on April 29, 2010, and wish to make the following, if any, amendments, additions, deletions or corrections:

Pg. No. Line No. Change and reason for change:

In all other respects the transcript is true and correct.

_____
DONALD LEWIS

Subscribed and sworn to before me this _____ day of _____, 2010.

_____
Notary Public (CGG)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, Christopher G. Gray, a notary public in and for the Commonwealth of Pennsylvania, do hereby certify that the witness, DONALD LEWIS, was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the foregoing deposition was taken at the time and place stated herein; and that the said deposition was recorded stenographically by me and then reduced to typewriting under my direction, and constitutes a true record of the testimony given by said witness, all to the best of my skill and ability.

I further certify that the inspection, reading and signing of said deposition were not waived by counsel for the respective parties and by the witness and if after 30 days the transcript has not been signed by said witness that the witness received notification and has failed to respond and the deposition may then be used as though signed.

I further certify that I am not a relative, or employee of either counsel, and that I am in no way interested, directly or indirectly, in this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 10th day of May, 2010.

S/Christopher G. Gray
_____

_____

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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY

ALDERWOODS (PENNSYLVANIA), INC., a wholly owned subsidiary of SERVICE CORPORATION INTERNATIONAL, t/a BURTON L. HIRSCH FUNERAL HOME,

Plaintiff

v.

DUQUESNE LIGHT COMPANY,

Defendant.

CIVIL DIVISION

Docket No. GD-09-14720

AMENDED COMPLAINT WITH NOTICE TO DEFEND AND JURY DEMAND

Code No. 009 – Trespass-Other

Filed on behalf of Plaintiff, Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home

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JURY TRIAL DEMANDED

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DEPT OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA

WHITE AND WILLIAMS LLP
By: Peter T. Parashes, Esquire
Identification Number 22436
By: Alan J. Charkey, Esquire
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Philadelphia, PA 19103
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Attorneys for Plaintiff,
Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home.

ALDERWOODS (PENNSYLVANIA), INC., a wholly owned subsidiary of SERVICE CORPORATION INTERNATIONAL, t/a BURTON L. HIRSCH FUNERAL HOME, 2704 Murray Avenue Pittsburgh, PA 15217, *Plaintiff,* v. DUQUESNE LIGHT COMPANY 411 Seventh Avenue Pittsburgh, PA 15219, *Defendant.*	IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY CIVIL DIVISION Docket No. GD-09-14720

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogada y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se difiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede dicidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL

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ALDERWOODS (PENNSYLVANIA), INC., a wholly owned subsidiary of SERVICE CORPORATION INTERNATIONAL, t/a BURTON L. HIRSCH FUNERAL HOME, 2704 Murray Avenue Pittsburgh, PA 15217, *Plaintiff,* v. DUQUESNE LIGHT COMPANY 411 Seventh Avenue Pittsburgh, PA 15219, *Defendant.*	IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY CIVIL DIVISION Docket No. GD-09-14720

AMENDED COMPLAINT

Plaintiff, Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home, by and through its attorneys White and Williams LLP, complains against Defendant, Duquesne Light Company, as follows:

1. Plaintiff, Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home (hereinafter, "Hirsch"), is a corporation organized under the laws of the Commonwealth of Pennsylvania which at all relevant times conducted business at 2704 Murray Avenue, Pittsburgh, Pennsylvania 15217.

2. Defendant, Duquesne Light Company (hereinafter, "Duquesne"), is a corporation organized under the laws of the Commonwealth of Pennsylvania, which at all relevant times had its principal place of business at 411 Seventh Avenue, Pittsburgh, Pennsylvania 151219.

3. At all relevant times, Alderwoods (Pennsylvania), Inc. owned the Burton L. Hirsch Funeral Home at 2704 Murray Avenue, Pittsburgh, Pennsylvania 15217 (hereinafter, the "Funeral Home").

4. Duquesne is engaged in the business of transmitting and distributing electric power within the city of Pittsburgh, Pennsylvania.

5. At all relevant times, Duquesne owned and/or maintained electric transmission and distribution equipment along Murray and Forward Avenues within the city of Pittsburgh, including, but not limited to, utility poles, transformers and wires.

6. At all relevant times, Duquesne owned and/or maintained single-phase and three-phase electrical components for customers situated along Murray and Forward Avenues.

7. Up to and including January 9, 2009, Duquesne provided the Funeral Home with electrical service delivered to the Funeral Home via a high-voltage line running along Forward Avenue.

8. Upon information and belief, on January 8, 2009 or January 9, 2009, a motor vehicle collided with a utility pole on Forward Avenue which was owned and/or maintained by Duquesne.

9. The collision caused the loss of electric power to customers on Forward and Murray Avenues, including, but not limited to, the Funeral Home.

10. On January 9, 2009 and/or January 10, 2009, after the collision and the resultant loss of power, Duquesne undertook to repair its equipment and to restore electric service to its customers on Forward and Murray Avenues, including, but not limited to, the Funeral Home.

11. In the process of restoring electric service to the Funeral Home, Duquesne, acting through its employees and/or agents, incorrectly and improperly reconnected the Funeral Home to Duquesne's transmission and distribution system.

12. Duquesne's incorrect and improper reconnection of the Funeral Home caused an arc and catastrophic failure at the electrical panel box inside the Funeral Home, causing a fire which resulted in the total loss of all real and personal property at the Funeral Home, as well as additional losses related to extra expense.

COUNT I – ORDINARY NEGLIGENCE

13. Plaintiff hereby incorporates paragraphs 1 through 12 above as if fully set forth at length herein.

14. The aforementioned fire and subsequent property damage resulted from the negligent, careless and/or reckless acts and/or omissions and/or other liability-producing conduct of Duquesne, including, but not limited, to the following:

a) failing to correctly and properly reconnect the Funeral Home's electrical system to Duquesne's transmission and distribution system;

b) failing to adequately examine the Funeral Home's electrical system prior to the reconnection;

c) failing to contact Hirsch prior to the reconnection to request access to the Funeral Home's electrical system for an examination of the Funeral Home's electrical system;

d) failing to properly instruct its employees and/or agents in the proper methods of reconnecting customers' electrical systems after an interruption of service;

e) failing to adequately supervise its employees and/or agents which performed the reconnection to ensure the work was done safely and properly;

f) failing to adhere to generally accepted industry standards and practices during the course of the reconnection;

g) failing and omitting to do those things which were necessary to preserve Hirsch's property and render said premises safe.

15. The negligence of Duquesne was the direct and proximate cause of the fire and resulting damage to Hirsch's real and personal property, as well as the direct and proximate cause of Hirsch's additional losses for extra expense.

WHEREFORE, Plaintiff, Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home, demands the entry of judgment in its favor and against Duquesne in an amount in excess of $1,000,000 (one million dollars), together with interest and such other relief as the Court deems proper.

COUNT II – NEGLIGENCE – BREACH OF DUTY OF HIGHEST DEGREE OF CARE

16. Plaintiff hereby incorporates paragraphs 1 through 15 above as if fully set forth at length herein.

17. As the supplier of electric power to Plaintiff, Duquesne owed Plaintiff the very highest degree of care practicable to avoid damage to Plaintiff, whose Funeral Home was lawfully in proximity to Duquesne's high-voltage lines running along Forward Avenue.

18. The aforementioned fire and subsequent property damage suffered by Plaintiff resulted from Duquesne's breach of said duty of highest degree of care, including, but not limited, to the following:

a) failing to correctly and properly reconnect the Funeral Home's electrical system to Duquesne's transmission and distribution system, including, but not limited to, the high-voltage line running along Forward Avenue;

b) failing to adequately examine the Funeral Home's electrical system prior to the reconnection to the high-voltage line running along Forward Avenue;

c) failing to contact Hirsch prior to the reconnection to the high-voltage line running along Forward Avenue to request access to the Funeral Home's electrical system for an examination of the Funeral Home's electrical system;

d) failing to properly instruct its employees and/or agents in the proper methods of reconnecting and re-establishing customers' electrical service from high-voltage lines after an interruption of service;

e) failing to adequately supervise its employees and/or agents which performed the reconnection to, and re-establishment of service from, the high-voltage line running along Forward Avenue to ensure the work was done safely and properly;

f) failing to adhere to generally accepted industry standards and practices during the course of the reconnection to, and re-establishment of service from, the high-voltage line running along Forward Avenue, after the high-voltage line was damaged by the motor vehicle accident;

g) failing and omitting to do those things which were necessary to preserve Hirsch's property and render said premises safe in the process of reconnecting the Funeral Home to the high-voltage line running along Forward Avenue.

WHEREFORE, Plaintiff, Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home, demands the entry of judgment in its favor and against Duquesne in an amount in excess of $1,000,000 (one million dollars), together with interest and such other relief as the Court deems proper.

COUNT III – NEGLIGENCE – *RES IPSA LOQUITUR*

19. Plaintiff hereby incorporates paragraphs 1 through 18 above as if fully set forth at length herein.

20. In reconnecting and re-establishing electric service to the Funeral Home, Duquesne was negligent.

21. The creation of an electrical arc resulting in a catastrophic failure at a customer's electrical panel box upon an electric utility's reconnection of the customer's building to an electric utility's transmission and distribution system and/or upon the electric utility's re-establishment of the customer's electric service ordinarily does not occur in the absence of negligence.

22. Other responsible causes of said electrical arc are reasonably eliminated by the evidence.

23. Duquesne's negligent reconnection of the Funeral Home to its transmission and distribution system and/or negligent re-establishment of the Funeral Home's electric service was within the scope of Duquesne's duty to Plaintiff.

WHEREFORE, Plaintiff, Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home, demands the entry of judgment in its favor and against Duquesne in an amount in excess of $1,000,000 (one million dollars), together with interest and such other relief as the Court deems proper.

COUNT IV – BREACH OF IMPLIED WARRANTY OF HAZARD-FREE SERVICE

24. Plaintiff hereby incorporates paragraphs 1 through 23 above as if fully set forth at length herein.

25. At all relevant times, Duquesne impliedly warranted to Hirsch that Duquesne's electrical service would be safe, hazard-free and would not cause damage to Hirsch's property.

26. Hirsch relied upon said warranty in the operation of the Funeral Home.

27. In incorrectly and improperly reconnecting the Funeral Home's electrical system to Duquesne's transmission and distribution system, Duquesne breached said implied warranty.

28. Duquesne's breach of said implied warranty was the direct and proximate cause of the fire and resulting damage to Hirsch's real and personal property, as well as the direct and proximate cause of Hirsch's additional losses for extra expense.

WHEREFORE, Plaintiff, Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home, demands the entry of judgment in its favor and against Duquesne in an amount in excess of $1,000,000 (one million dollars), together with interest and such other relief as the Court deems proper.

COUNT III – BREACH OF IMPLIED WARRANTY OF CAREFUL REPAIR

29. Plaintiff hereby incorporates paragraphs 1 through 28 above as if fully set forth at length herein.

30. At all relevant times, Duquesne impliedly warranted to Hirsch that any repairs Duquesne performed to its transmission and distribution system would be done in a careful and workmanlike manner that would not cause damage to Hirsch's property.

31. Hirsch relied upon said warranty in the operation of the Funeral Home.

32. In incorrectly and improperly reconnecting the Funeral Home's electrical system to Duquesne's transmission and distribution system in a manner that was neither careful nor workmanlike, Duquesne breached said implied warranty.

33. Duquesne's breach of said implied warranty was the direct and proximate cause of the fire and resulting damage to Hirsch's real and personal property, as well as the direct and proximate cause of Hirsch's additional losses for extra expense.

WHEREFORE, Plaintiff, Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home, demands the entry of judgment in its favor and against Duquesne in an amount in excess of $1,000,000 (one million dollars), together with interest and such other relief as the Court deems proper.

Respectfully submitted,

WHITE AND WILLIAMS LLP

By: Peter T. Parashes, Esquire
Alan J. Charkey, Esquire

Attorneys for Plaintiff,
Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home

Date: May 27, 2010

VERIFICATION

I, Curtis Briggs, hereby state that I am the Vice President for Plaintiff, Alderwoods (Pennsylvania), Inc., a wholly owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home, that I have read the foregoing Amended Complaint, and that the statements contained therein are true and correct to the best of my knowledge, information and belief.

I understand that this Verification is made pursuant to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Curtis Briggs

Date: 5/26/10

IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA

BURTON L. HIRSCH FUNERAL HOME, INC.
and
SERVICE CORPORATION INTERNATIONAL, as managing company for Burton L. Hirsch Funeral Home, Inc.,
Plaintiffs,
v.
DUQUESNE LIGHT COMPANY,
Defendant.

Docket No. GD-09-14720

Deposition of TIMOTHY KEVIN SHIELDS
(Monday, June 28, 2010)

Filed on behalf of Plaintiffs
Burton L. Hirsch Funeral Home, Inc., and
Service Corporation International

Counsel of Record for these Parties:
Peter T. Parashes, Esquire
White And Williams LLP
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DEPOSITION OF TIMOTHY KEVIN SHIELDS,
taken pursuant to the Pennsylvania Rules of Civil Procedure, by and before Sheila A. Rivers, a Registered Professional Reporter and a Notary Public in and for the Commonwealth of Pennsylvania, at the offices of White and Williams LLP, The Frick Building, 437 Grant Street, Suite 1001, Pittsburgh, Pennsylvania 15219, on Monday, June 28, 2010, scheduled to commence at 3:30 o'clock p.m.

- - - - -

COUNSEL PRESENT:

For the Plaintiffs:
Peter T. Parashes, Esquire
White And Williams LLP
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103

For the Defendant:
Erin M. Beckner, Esquire
Tucker Arensberg
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Pittsburgh, PA 15219

Krysia M. Kubiak, Esquire
Duquesne Light
411 Seventh Avenue
Mail Drop 16-1
Pittsburgh, PA 15219

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WITNESS: TIMOTHY KEVIN SHIELDS

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Mr. Parashes	4

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PROCEEDINGS
(3:19 o'clock p.m.)
TIMOTHY KEVIN SHIELDS,
the witness, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. PARASHES:

Q. Mr. Shields, I'm Pete Parashes. I represent the plaintiff, Hirsch Funeral Home, in this case, and I am going to ask you some questions that are related to an accident that happened on January 10, '09 at the Hirsch Funeral, a fire, and related activities pertaining to a downed pole and work done by Duquesne Light in the vicinity before the fire.

Before I ask you anything, I request that you follow some guidelines, which your counsel has probably already alerted you to, but, nonetheless, I'll just briefly mention. If you don't hear or understand a question, just ask me to speak up, to clarify it, to repeat, and I'll be happy to do that. Otherwise, I'll just move ahead on the assumption that you heard and understood, so we can get this over with.

When I'm asking a question, even though

Q. Okay. So if I'm hearing you right, Mr. Boehm and Pierce went up to the funeral home to check out the situation there, and others were working down by the pole on Forward Avenue; is that correct?
A. That's correct.
Q. And we've been through this with some others, so I'm trying to abbreviate, but that was a crew of how many people you were supervising all together?
A. There was -- I believe there were five of us there.
Q. Okay. You, Mr. Novak, Mr. Pierce, Mr. Boehm?
A. And Dave Wilker.
Q. Wilker?
A. Dave Wilker.
Q. That's W-i-l-k-e-r?
A. Yes.
Q. What was his job?
A. He's a crew leader as well, a senior hot stick lineman.
Q. Were you, like, co-captains?
A. Yes. We all work together.
Q. Did you -- as far as getting out there

first, if I understood you, you and Novak got there first?
A. Yes.
Q. And then Mr. Wilker and the other fellows came later?
A. I assessed it, called them and told them the material we needed, and they brought it out.
Q. Okay. In order for you to oversee this repair, did you need some information about what the condition was of the service line over the funeral home?
A. No. No.
Q. It didn't matter --
A. No.
Q. -- whether it was damaged or not damaged, pulled out or --
A. Not at that point, no.
Q. How about at any point in the process?
A. At some point, we did. But at that point, my main concern was getting the new pole in.
Q. And you ordered equipment. You gave directions, the equipment was brought out; a new pole, I gather.
A. Yes.

Q. A new set of transformers?
A. Yes.
Q. Cans and other components, right?
A. Yes.
Q. At some stage in the repair process, you got the new pole up, right?
A. Yes.
Q. And without going into all the details, can you just give us the sequence of how the repairs were done after the fellows came out with the pole and the equipment that you asked for and the material that you asked for, please.
A. We removed the old pole, set the new pole in the hole. We put the 4,000 volt lines up on the cross arms on top of the pole.
Q. The primaries.
A. The primaries.
We installed the three- phase set on the pole, and that was all, just installed it. We didn't do anything else to it. And then we started working on the secondary side.
Q. Okay. And when you say the secondary side...?
A. The house service, the 120/240.
Q. That ran over to the funeral home?

A. Yes.
Q. And what did that process consist of?
A. Just putting up the three wires that went from the pole to the funeral home.
Q. A triplex?
A. I can't remember if it was triplex or an open wire.
Q. Okay. That's okay.
A. Yeah, I can't remember.
Q. But do you remember, indeed, in fact, you had to install new wire?
A. I don't remember whether we installed new wire or whether we put the existing wire back up.
Q. All right. We're just interested in what you remember.
Do you remember, though, that you asked one of your men or more than one of your men to go up and check out the situation at the funeral home?
A. No.
What we do typically is, two guys would just say, we'll take this side, and we'll take this side. I don't really remember saying, you and you go up there. We just do what we need to do.

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FIRE INVESTIGATION REPORT

INSURED:	Burton L. Hirsch Funeral Home
LOSS LOCATION:	2704 Murray Avenue, Pittsburgh, PA 15217
DATE OF LOSS:	January 10, 2009
CLAIM NUMBER:	683-246614
EFI FILE NO:	94211-02344

Report Date:	August 20, 2010
Prepared For:	White and Williams LLP 1650 Market Street One Liberty Place, Suite 1800 Philadelphia, PA 19103
Attention:	Peter Parashes, Esq.

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ASSIGNMENT

The assignment to conduct an origin and cause investigation was received on January 12, 2009 from Peter Parashes of White & Williams. The scene investigation commenced on January 14, 2009.

BACKGROUND

On January 10, 2009 a fire occurred at the Burton L. Hirsch Funeral Home. The fire was discovered by employees of Duquesne Light Company who had just restored power to the funeral home. The power had been disrupted due to a motor vehicle crash the previous night that broke a nearby utility pole that provided the electric service to the funeral home.

INFORMATION REVIEWED

Deposition transcripts and related items of:

John Gilkey	Pittsburgh Police Fire & Arson
Themis Wise	Witness to fire
Peter Johnson	Hirsch Funeral Home
Kenneth Hunkele	Hirsch Funeral Home
Amanda Lacy	SCI
Robert Pierce	Duquesne Light Company

Burton L. Hirsch Funeral Home answers to interrogatories
Pittsburgh Bureau of Fire Incident Report and Investigative Report
Pittsburgh Police reports
Newspaper reports from the Post Gazette and Tribune Review
Photographs and documents provided in discovery by Duquesne Light
Physical evidence retrieved and inspected from the loss site

ENCLOSURES

1. Photographs (34) with explanation

FIRE SCENE EXAMINATION

The fire scene examination commenced on January 14, 2009. The incident scene and surrounding area were photographed at that time. Access to the property was provided by Peter Johnson and Ken Hunkele representing Hirsch Funeral Home. Present during the examination was Ken Hunkele.

It was noted that electrical service was disrupted to the funeral home on the night before the fire due to a vehicle crash that occurred on Forward Avenue. That crash broke a utility pole to which three transformers were attached. The electric

service to the Hirsch funeral home was supplied directly from these transformers and utility pole and included both single and three phase service.

The building was secured with plywood on damaged areas at the time of inspection. The doors were secured with existing locks. There were no alterations to the fire scene following suppression and board up. The conditions/alterations did not preclude determining cause.

The surrounding property was maintained consistent with the commercial and residential area. There were no outbuildings located on the property. Adjoining property was not damaged during the fire incident. There was nothing remarkable discovered during the peripheral search of the premises.

The structure was a three story, balloon frame building constructed on a full basement foundation. It was unknown as to when the original structure was built. A one story addition with a full basement was added to the front south side of the structure in the late 1950's or early 1960's. The exterior of the building was covered with brick veneer. The roof of the original structure was composition shingle. The roof of the addition was a flat commercial type roof. A wood frame single car garage was attached to the east side of the structure. The garage was wood frame covered on the exterior with wood siding. The garage also had a flat roof.

Life safety devices included local battery powered smoke detectors.

The single phase service was connected and energized to the building at the time of the loss. The three phase service was connected at the mast head at the building but not energized at the utility pole. The electric utility entered on the east side of the structure via an overhead service connection. There was both single and three phase service provided to the funeral home. The delivery cables were cut and removed from the structure prior to my site examination. The electric meters for the funeral home were located in the basement of the structure. The electric service was terminated at the utility pole.

Exterior fire pattern analysis indicated that the fire was most concentrated to the east side of the original structure. The roof of the original structure was collapsed and mostly consumed. The entire third floor was consumed and partial structural collapse had occurred. Exterior analysis showed that the largest concentration of fire was located on the east side of the original structure.

Security of the building at the time of loss is not an issue. The building was secure at the time of the fire and forced entry by the fire department was required to gain access.

The contents were consistent with the occupancy. Examination revealed that there were no contents removed from the building either pre-fire or post-fire.

General damage to the contents consisted of direct flame damage with smoke, heat and water damage noted in the addition. Property on the east side of the original structure had sustained the most severe damage.

Preliminary interior inspection working from the area of least damage to the area of most damage revealed the fire was most concentrated to the east side of the original structure. Both the second floor and the first floor had collapsed into the basement on the east side of the original structure. Fire patterns increased towards the east wall of the original structure. Due to the structural collapse it was determined that heavy equipment was needed to excavate the debris from the basement in the area of the collapse. A portion of the north exterior wall also needed to be removed for safety reasons. Arrangements were made to have heavy equipment brought to the loss site for the debris removal.

Fire pattern analysis and witness statements indicated that the fire originated on the east side of the structure. Tracing of the fire patterns revealed that the lowest fire damage was noted in the basement level in the area of the electric service panels located in the original portion of the structure. Burn and char patterns were observed inside the stud cavity behind the service panels. Due to the balloon frame construction, the fire traveled vertically inside the stud cavity to the upper levels and attic of the structure.

Systematic debris removal continued along the east side of the original structure. The lowest fire damage was found in the basement in the area of the electric service panels. Electrical engineer Rich Wunderley of EFI Global was present during this phase of the investigation. Representatives of J. A. Warren and Associates were also on the fire scene on behalf of Duquesne Light. As debris removal continued, electrical activity (a blow hole) was noted on one of the electric service panels identified as panel #1 in the area of a main circuit breaker. The only way that this type of damage can occur is if the electrical panel was energized. Also discovered during the debris removal in this area were the electric service meters. The electric meters were in the vicinity of the electric service panels and were the property of Duquesne Light Company.

Several items of evidence were collected and preserved during this investigation for further analysis by the electrical engineers. The items collected consisted of:

1. Copper water pipe with ground clamp & wire
2. Remains of computer monitor screen
3. Remains of electronic components
4. Section of (yellow) conduit
5. Sleeve from red conduit
6. Section of red conductor & debris
7. Panel 3, 5 through 13 & trough 2
8. Panel board behind panel 2 & timers
9. Section of panel board

10. Panel board, meter 4 & assorted electrical components
11. Panels 1, 2 & trough 1 (T-1)
12. Remains of computer
13. Remains of multi-tap
14. Bronze triangular plate and section of 2X4

The items collected were transported to the EFI Global Pittsburgh Service Center for further analysis and storage.

The fire scene analysis revealed that the fire originated in the electrical equipment located on the east wall of the basement of the original portion of the funeral home, specifically panel #1. Electrical activity and a blow hole was noted at the main breaker in panel #1. Fire patterns revealed that the fire extended to the plywood panel board behind panel #1 and extended into the balloon frame stud cavity directly above it. Wood has an ignition temperature in the range of 440 to 500 degrees Fahrenheit. The fire then extended vertically in the empty stud cavity to the attic and roof area.

INVESTIGATION

During the course of this investigation I interviewed Detective John Gilkey who was assigned to the Pittsburgh Fire and Arson unit. According to Detective Gilkey, he and fire investigator Jim Baystor were called out to this fire by the incident commander. Detective Gilkey informed me that sometime around 9:00 p.m. the night before the fire a vehicle struck a utility pole on Forward Avenue and snapped the pole. Electric service was disrupted to the area and Duquesne Light was contacted to make repairs and restore power. Power for the Hirsch Funeral Home was provided directly from this utility pole.

Detective Gilkey further stated that the first police officer on scene at the time of the fire observed smoke in the area of the 1-4 (southeast) corner of the building. This was the area where the electrical connections to the building were located. The first arriving fire department personnel observed heavy smoke upon arrival but no visible flames.

Detective Gilkey also stated that there was an individual, Themis Wise, who lived in the apartment building across the street and made some observations prior to the fire. Ms. Wise stated to Detective Gilkey that around 6:00 a.m. she observed a white bucket truck backed in the driveway of the funeral home. She stated that she saw flashlights on the roof of the funeral home at that time. At approximately 7:00 a.m. Ms. Wise saw the truck pull away from the funeral home and a few minutes later she saw smoke coming from the funeral home.

Detective Gilkey told me that he was called back to the fire scene in the afternoon by the fire department because there was a fire investigator, Mark White of J.A. Warren & Associates, on scene on behalf of Duquesne Light that

wanted to access the funeral home. Detective Gilkey and fire investigator Jim Baystor returned to the fire scene and met with Mr. White. Detective Gilkey allowed the fire investigator for Duquesne Light into the funeral home with himself and investigator Baystor. They were unable to access the basement at that time due to the collapse and water.

I interviewed Peter Johnson, who was the manager of the Hirsch Funeral Home. Mr. Johnson told me that he was informed of the fire when the answering service received three phone calls. The first phone call was from news station WPXI, the second phone call was from Duquesne Light and the third phone call was from the Pittsburgh Bureau of Fire. Mr. Johnson stated that the call from Duquesne Light stated that they (Duquesne Light) were doing electrical work at their building and moved to another building and noticed the fire in the funeral home.

I asked Mr. Johnson who the last person in the funeral home was prior to the fire. Mr. Johnson said that the last person in the building would have been an administrator Mimi Maizlech. Ms. Maizlech left the funeral home between 2:00 and 2:30 p.m. on Friday January 9. Mr. Johnson stated that the last time he was in the funeral home was on Thursday January 8.

I asked Mr. Johnson if there was any recent work done in the building or if there were any electrical or mechanical issues. Mr. Johnson stated that there was no recent work done in the building and there were no electrical or mechanical issues that he was aware of. Mr. Johnson said that there were no outside maintenance contracts in place for the Hirsch Funeral Home. Mr. Johnson stated that all minor repairs and maintenance was completed by their in house maintenance person Ken Hunkele.

I spoke with Ms. Maizlech by telephone during the course of my investigation. Ms. Maizlech stated to me that she did leave the funeral home between 2:00 and 2:30 p.m. on January 9, 2009. Ms. Maizlech was working in a second floor office prior to leaving and nothing out of the ordinary was observed.

I spoke with Mr. Hunkele. According to Mr. Hunkele, there were no problems in the funeral home that he was aware of. The parent company had done an inspection of the facility and a few recommendations were advised. The recommendations included adding more smoke detectors to the property, replacing power cords, and installing more signage on some items such as the fire extinguishers and circuit breaker panels. Mr. Hunkele stated that he had installed the additional smoke detectors and replaced the worn power cords. The additional signage was ordered but had not been delivered prior to the fire.

Additionally, in the course of my investigation I discussed with Rich Wunderley his observations made from an electrical engineering perspective. Mr. Wunderley also provided a separate report.

I reviewed the deposition transcript and related items of Detective John Gilkey. Detective Gilkey stated in his deposition that he and investigator Baystor interviewed the witness Themis (Lee) Wise in her 6th floor apartment across Murray Avenue from the funeral home. Detective Gilkey stated in his deposition that "about 7:00 she looked back out the window and she saw what she described as a white truck with a bucket back near the garage of the funeral home which would have been on the AD (southeast) corner of the structure. It was backed into there, and she said that she saw two men with flashlights. One was walking on the roof swinging a flashlight and the other one was in the bucket or right around the bucket of the truck. The next thing you know, she saw white smoke coming up and then heavy black smoke coming from back in that driveway where the garage would have been, in that back area and that is what she pointed to."

Detective Gilkey further stated in his deposition that he observed a direct service line from the utility pole to the funeral home. Detective Gilkey stated that the service wire was connected to the funeral home. Detective Gilkey said that a fire investigator from J.A. Warren & Associates (Mark White) was on the scene in the afternoon and he was allowed inside with Detective Gilkey and investigator Baystor to photograph the inside of the building. Mr. White was not allowed into the basement. Mr. White was allowed on the roof of the structure to photograph the electrical equipment.

Detective Gilkey stated in his deposition that he was aware that there was electrical equipment in the collapse zone. Detective Gilkey stated that he never did look at the electrical panels. Detective Gilkey stated that he did rule out natural or incendiary causes for this fire and the area of origin was in the collapse zone.

I reviewed the deposition transcript of Themis Wise. Ms. Wise lived in the apartment across the street from the funeral home. Ms. Wise stated that she did observe a truck in the driveway of the funeral home and observed the truck leaving the funeral home. Ms. Wise then observed a billow of white smoke from the area of the funeral home, but she never saw any flames.

I reviewed the deposition transcript of Peter Johnson of Service Corporation International (SCI). SCI owned Hirsch Funeral Home and Mr. Johnson was the funeral director for Brandt and Hirsch funeral homes. Mr. Johnson stated in his deposition that there was no embalming work done at the Hirsch Funeral Home. Any embalming work that was done would have been completed at the Brandt Funeral Home location. Mr. Johnson stated that there were no chemicals stored at the Hirsch Funeral Home that he was aware of. Mr. Johnson stated that he received three telephone calls through the answering service in regards to the fire. The first call was from the news, the second call was from Duquesne Light and the third call was from the fire department.

I reviewed the deposition transcript of Kenneth Hunkele, an employee of SCI who does light maintenance at both the Hirsch and Brandt funeral homes. Mr. Hunkele stated that there were no chemicals or embalming fluids stored at the Hirsch Funeral Home. Mr. Hunkele stated that there were no breaker boxes on the second floor of the funeral home. Mr. Hunkele did not check inside the panel boxes in the funeral home and does not know the age of the panel boxes or who installed them. Mr. Hunkele stated there was surge protection installed on the electrical equipment in the building.

Mr. Hunkele further stated in his deposition that there was an inspection of the property in November of 2008 by SCI. That inspection revealed that there was a cracked power cord for the first floor sound system and a cracked cord for the security cameras. Mr. Hunkele fixed both cords prior to the date of the fire. Mr. Hunkele did his own weekly walk through of the structure into December of 2008.

I reviewed the deposition transcript of Amanda Lacy. Ms. Lacy was employed by SCI as an auditor and was the person who conducted the audit of the Hirsch Funeral Home in November of 2008. Ms. Lacy stated that she has no formal training in electricity and that the audits have nothing to do with building codes. Ms. Lacy stated that she did perform an audit of the Hirsch Funeral Home on November 12, 2008. Ms. Lacy went through the entire property while performing the audit. Ms. Lacy does check to make sure that there was nothing stacked near any electrical panels. The only electrical items inspected were what are required by the questionnaire.

I reviewed the deposition transcript of Duquesne Light Company employee Robert Pierce. According to Mr. Pierce, he pulled his bucket truck into the driveway and was working on the roof of the funeral home making the connections from the utility pole. Upon the examination of the electrical connections to the building, Mr. Pierce observed that the top point connection on the single phase service was pulled out from the brick. According to Mr. Pierce, this point and insulator was for the neutral and was pulled out and hanging. Mr. Pierce stated that he replaced the point and waited for the new service line to be sent from the pole to the funeral home. Mr. Pierce stated that triplex was used to establish the new service.

Mr. Pierce further stated that once the new service was pulled to the funeral home he began to make the connections. Mr. Pierce stated that he connected the neutral first as he does all the time. Mr. Pierce then attached the first hot leg and then the second hot leg. After completing the attachment of the new service Mr. Pierce advised the crew at the utility pole that they could energize this triplex. Mr. Pierce began gathering up his tools and returned to the garage roof at that time.

While Mr. Pierce was on the garage roof he stated "I looked up. I looked back at the house and saw the shingles smoking and I said to Brandon either this house

got a kick ass furnace or it is on fire". Mr. Pierce then stated that he saw a glow in a window upstairs. Mr. Pierce stated the fire was observed within minutes of energizing the funeral home. Mr. Pierce then yelled back to the pole crew to snip the service, which the pole crew did, disconnecting the power to the funeral home. Mr. Pierce then got in his bucket, lowered himself to the ground and ran down the street yelling for them to call 911.

Mr. Pierce further stated in his deposition that his boss, Dave James had a theory as to what occurred. Mr. Pierce stated "I heard when the pole got hit that the primary wire contacted the neutral wire of the funeral home, which may have done damage in the building." Mr. Pierce further stated that his understanding was: "I understand when the pole got hit and it cracked and it could have done damage in the funeral home." The two wires were identified as a 2,400 Volt wire and the neutral.

The Hirsch funeral home was equipped with battery operated smoke detectors. Mr. Pierce never stated that he smelled any smoke or heard any smoke detectors alerting while he was on the roof re-connecting the single phase service. If there was a fire in progress at that time it was likely Mr. Pierce would have heard the smoke detectors. By the time the fire was discovered, Mr. Pierce was on the lower roof and going to the ground.

Duquesne Light Company knew that there was stress to the service line to the funeral home as evidenced by the pulled point connection. Duquesne Light Company failed to check all of their own equipment prior to the restoration of power since the two electric meters for the funeral home were located in the basement near the electric distribution panels.

During debris removal an electric distribution panel identified as panel #1 and located along the east wall of the basement revealed electrical activity and a blow hole to the panel. Electrical activity can only occur when there is electrical energy to the structure. The utility pole was struck on Forward Avenue around 9:00 p.m. January 9, 2009 disrupting power to the funeral home. Approximately ten hours later around 7:00 a.m. on January 10, 2009 the power was restored to the funeral home by Duquesne Light. Within minutes of the power being restored to the funeral home the fire was discovered by Mr. Pierce of Duquesne Light and the power was terminated to the funeral home at the utility pole. No other electrical activity was observed to any other electrical equipment.

DETERMINATION OF ORIGIN AND CAUSE

Fire pattern analysis, physical evidence, as well as the referenced information obtained from interviews and depositions, revealed the fire originated on the east wall of the basement of the original section of the funeral home at electrical distribution panel #1. The fire occurred due to a failure at electrical distribution panel #1. The first fuel ignited was the plywood behind panel #1. Circumstances bringing the ignition source and fuel together include the energizing of the Hirsch Funeral Home by Duquesne Light Company following their repair of the damaged pole.

These opinions are stated within a reasonable degree of professional certainty.



Brian L. Gray, CFI, CVFI
District Manager

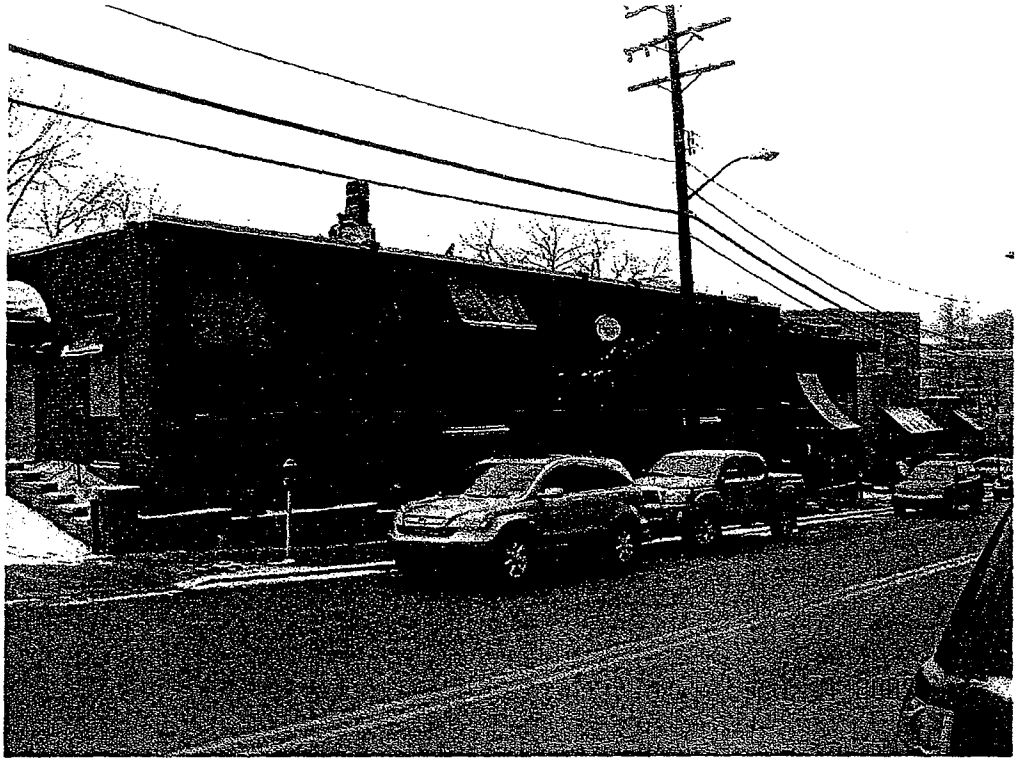


Photo No. 1: View of the front Murray Avenue side of the Hirsch funeral home. This was designated as the south side of the structure.

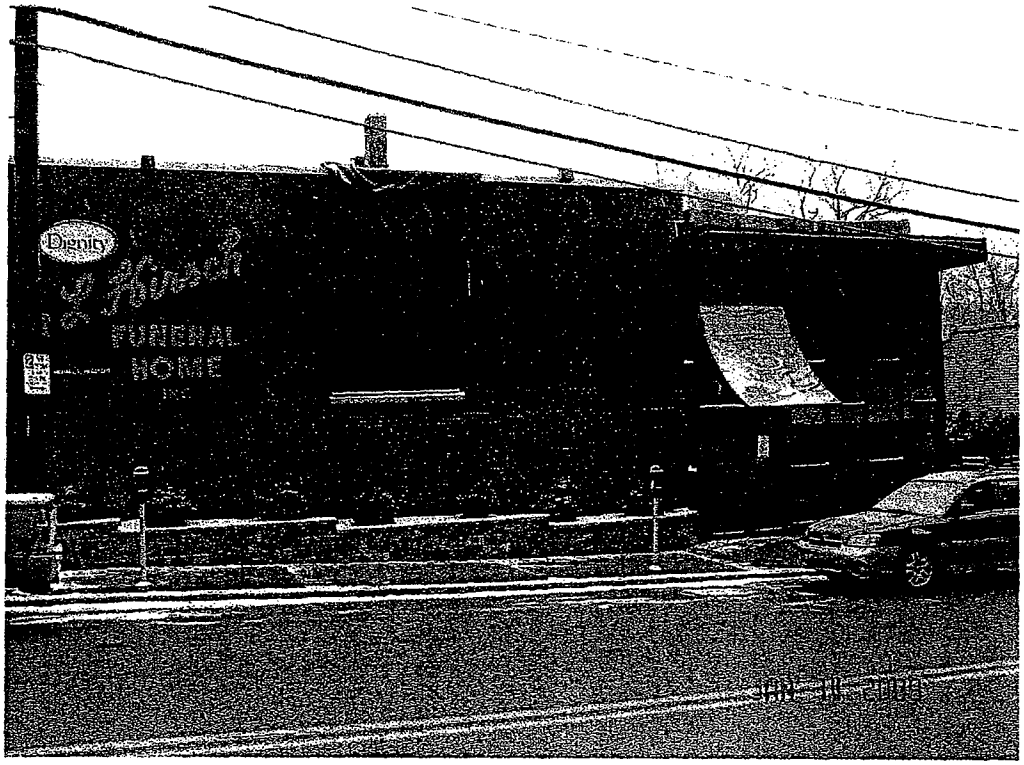


Photo No. 2: Additional view of the south side of the structure on the east end showing the main entrance doors on Murray Avenue.



Photo No. 3: View of the west side of the structure from the parking lot. Visible in this photo is the side entrance from the parking lot into the chapel addition. The old original portion of the structure is visible to the left of the photo.

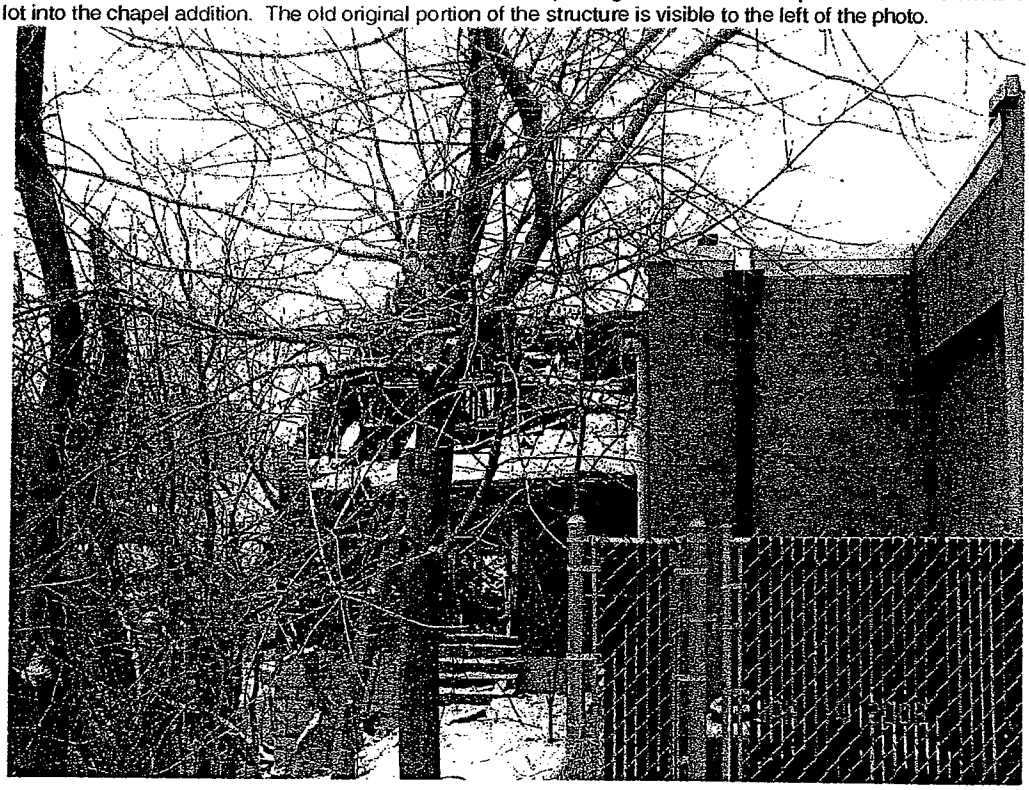


Photo No. 4: View of the west side of the original structure showing the collapse.



Photo No. 5: View of the rear north side of the structure taken from Forward Avenue.

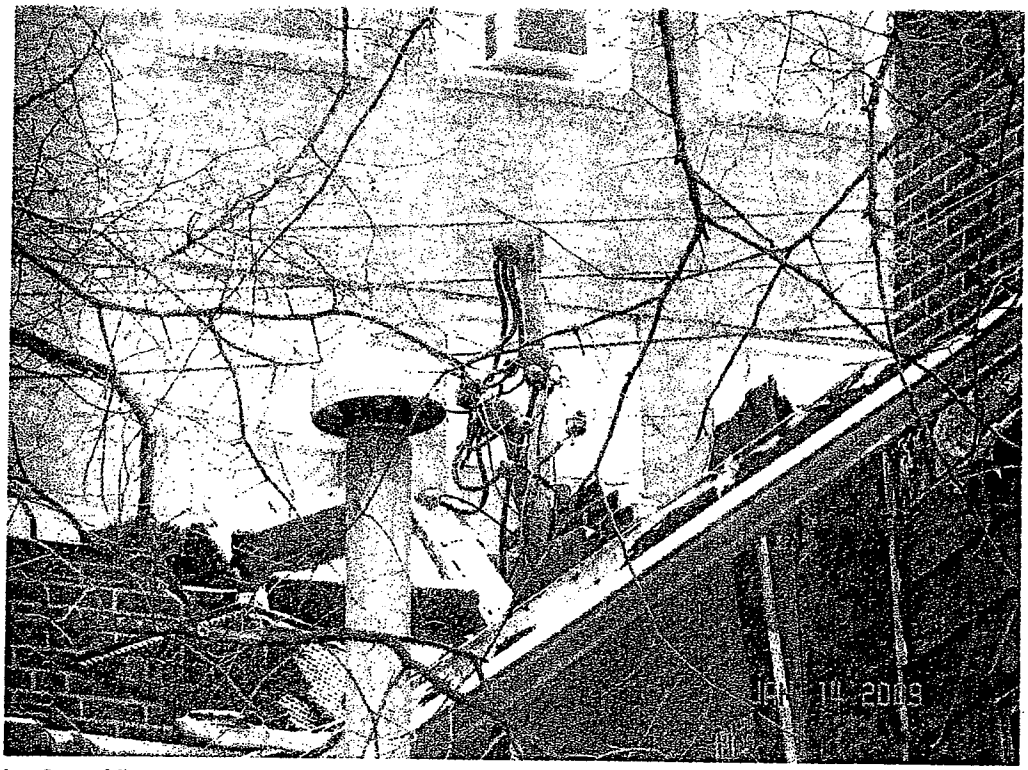


Photo No. 6: View showing the weather heads for the electrical service located on the west side of the structure.

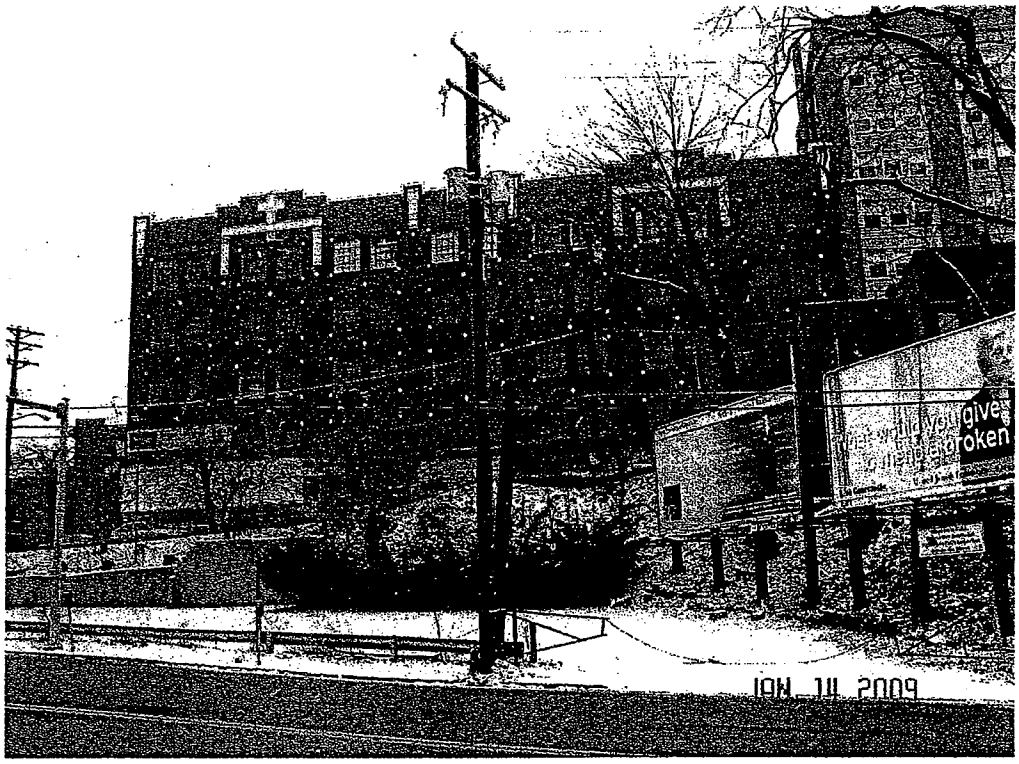


Photo No. 7: View of the new utility pole that was replaced due to a motor vehicle crash the night before the fire. This pole supplied service to the Hirsch funeral home.

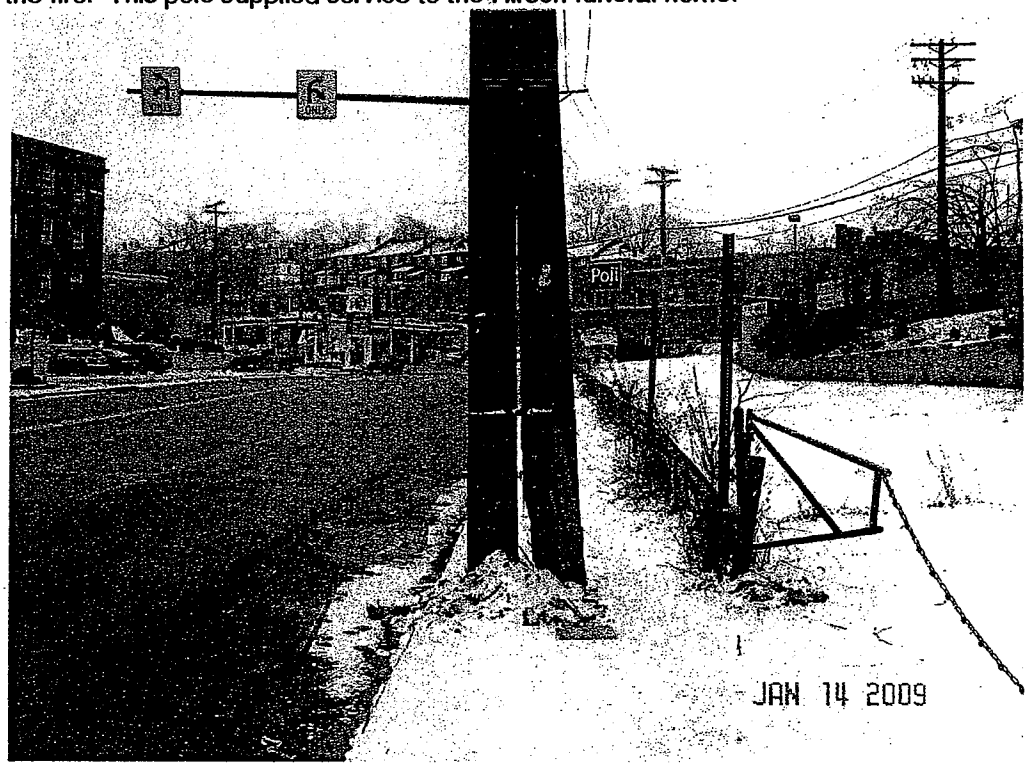


Photo No. 8: View of the new utility pole and a section of the broken pole.

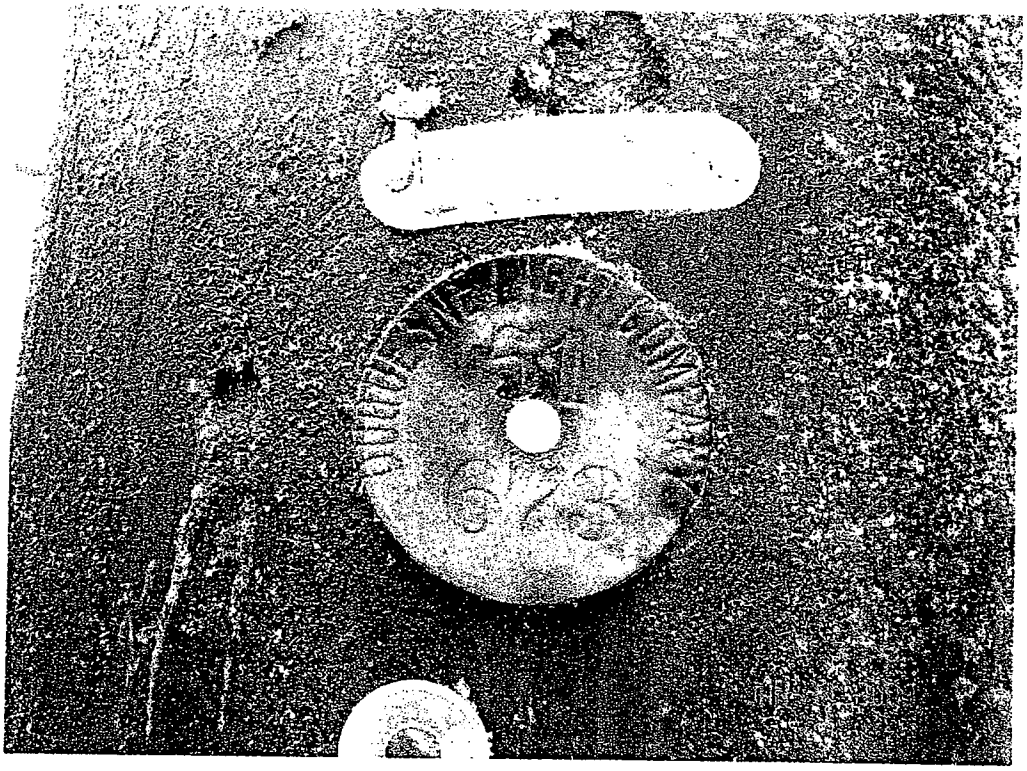


Photo No. 9: View of the pole identification number.

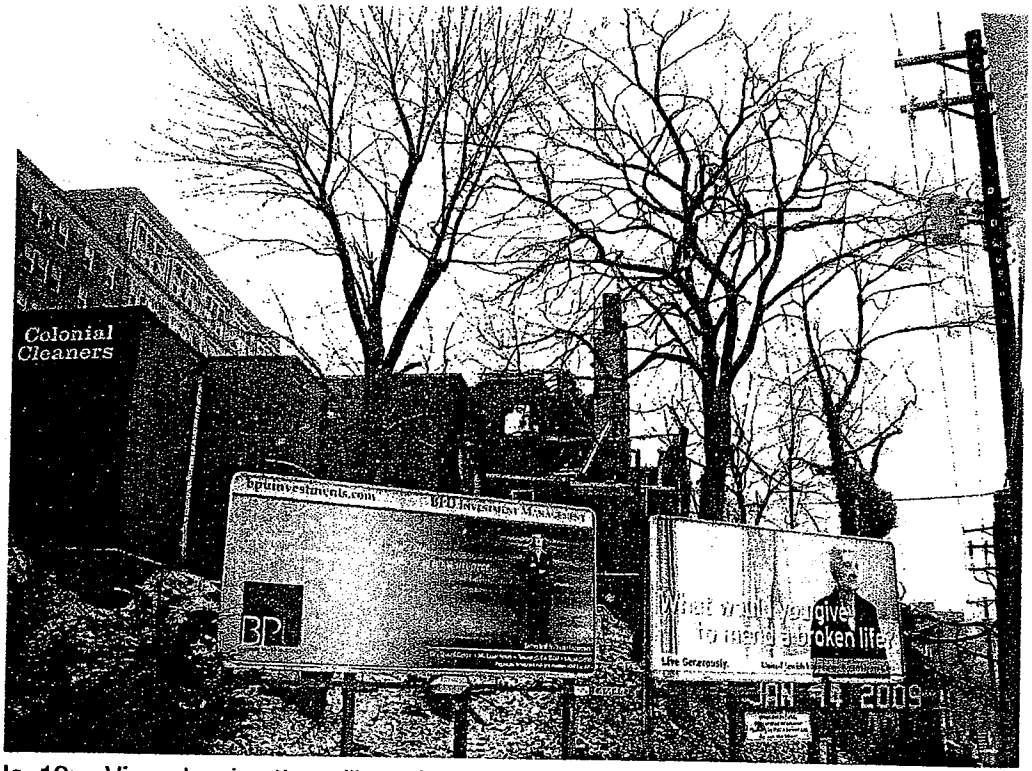


Photo No. 10: View showing the utility pole and the relationship to the Hirsch funeral home. The service lines passed through the tree branches.



Photo No. 11: View showing the garage roof for Hirsch funeral home, the flat roof over the addition and the weather heads for the electrical service. This was the east side of the structure.

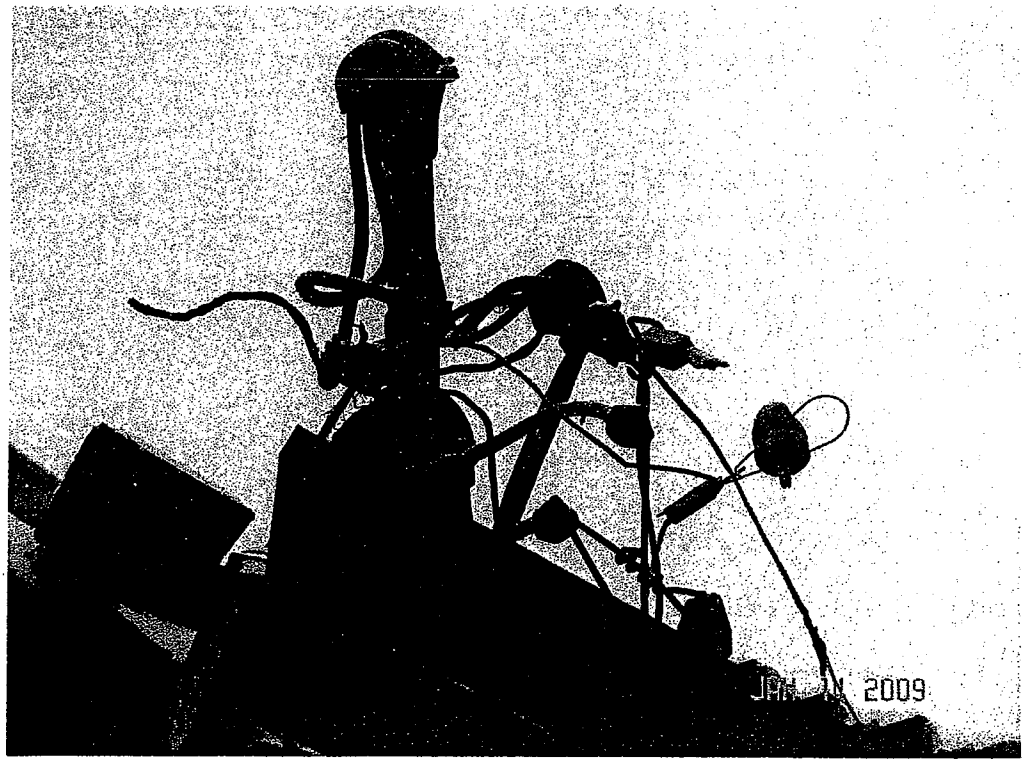


Photo No. 12: Close-up view of the weather head.



Photo No. 13: View of the east side of the structure showing the garage and addition to the building.



Photo No. 14: View in the main lobby of the funeral home in the addition.



Photo No. 15: View of an electric service panel located in the hallway of the addition. This panel was for the addition only.

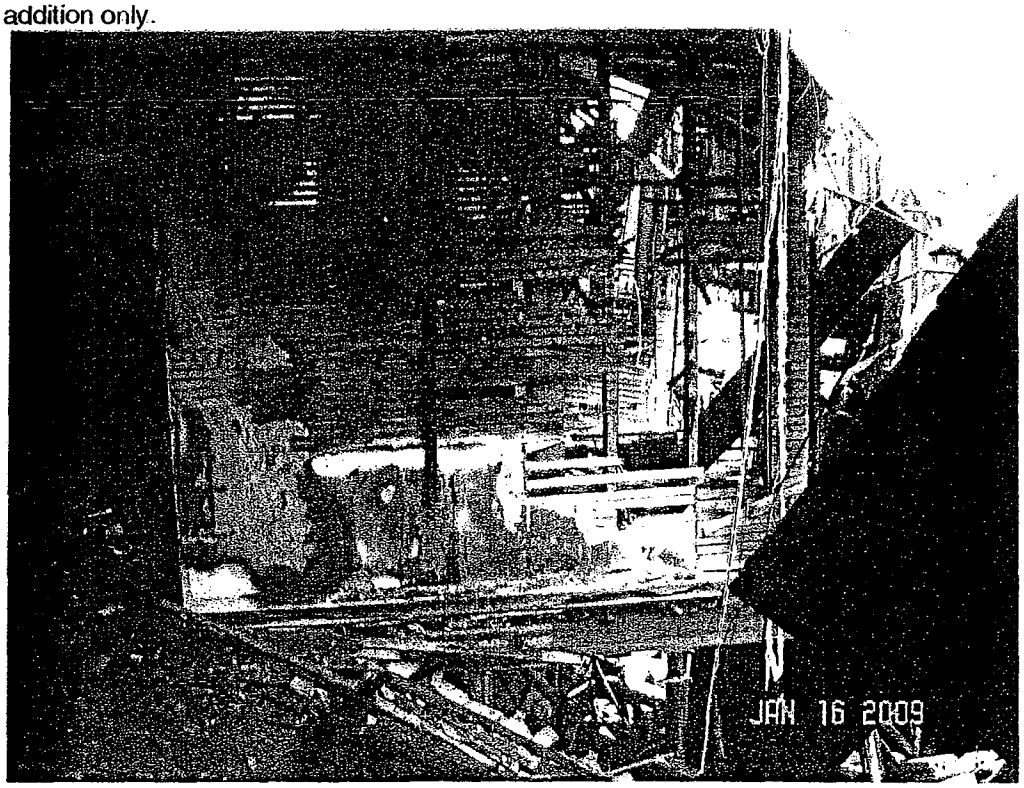


Photo No. 16: View looking north from the addition into the main structure along the east wall. Visible in this photo is the collapse of the first floor into the basement along the east exterior wall.

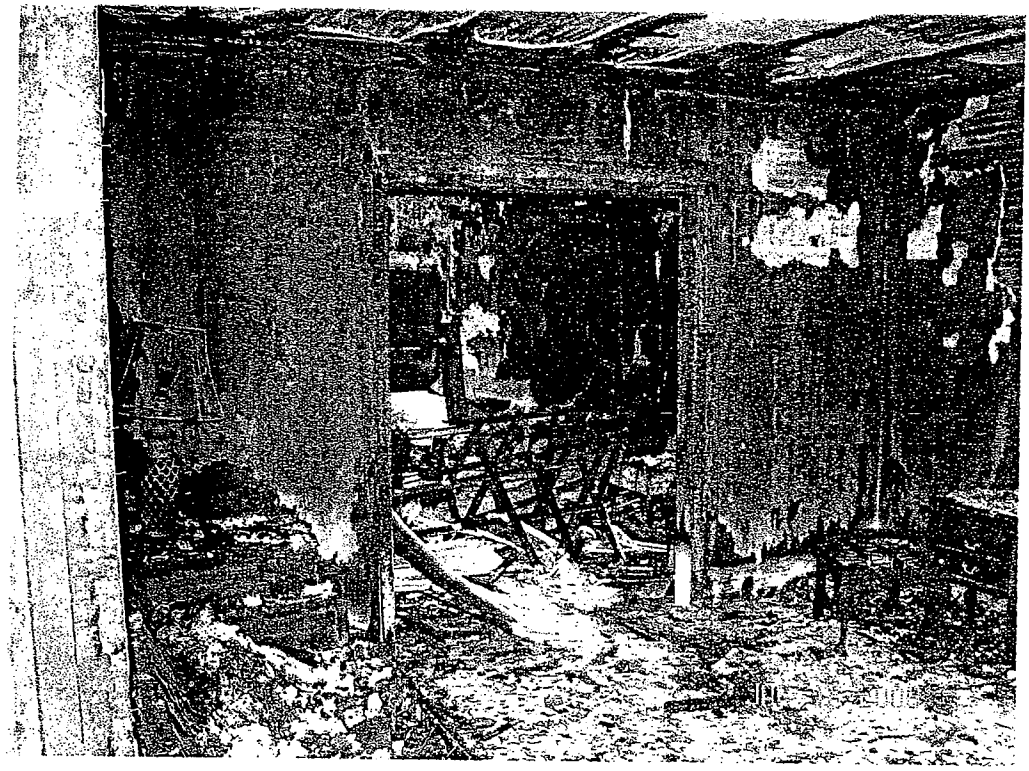


Photo No. 17: View looking west on the first floor of the original structure.

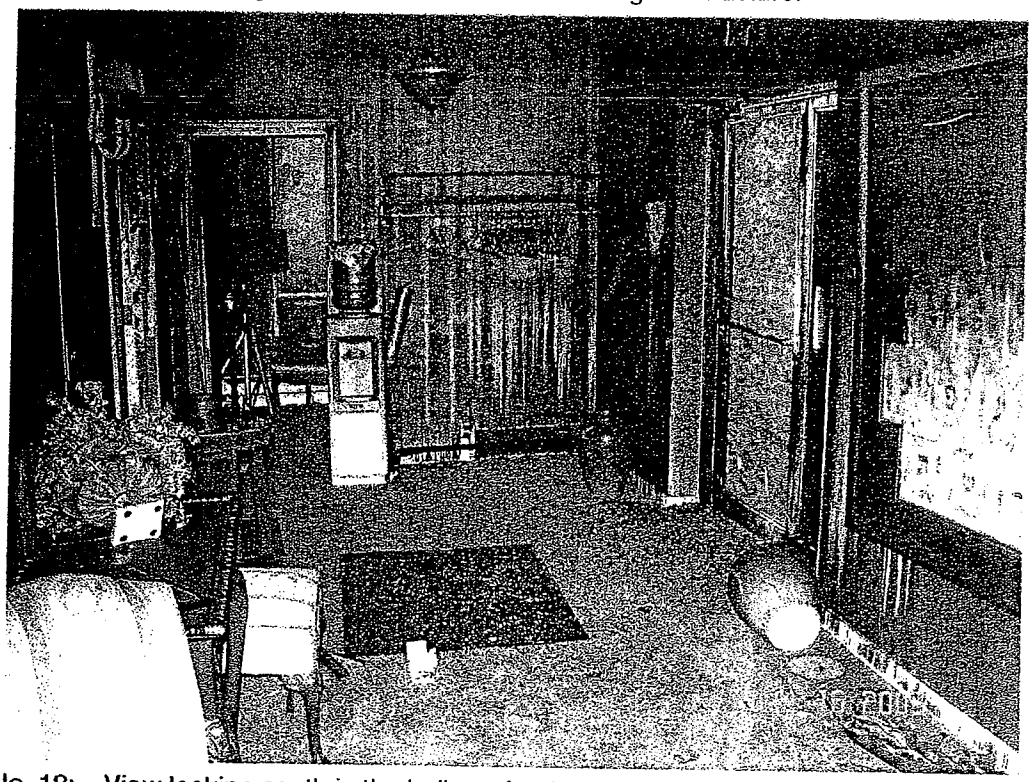


Photo No. 18: View looking south in the hallway for the addition. Visible in this photo is the west exterior doors to the parking lot.

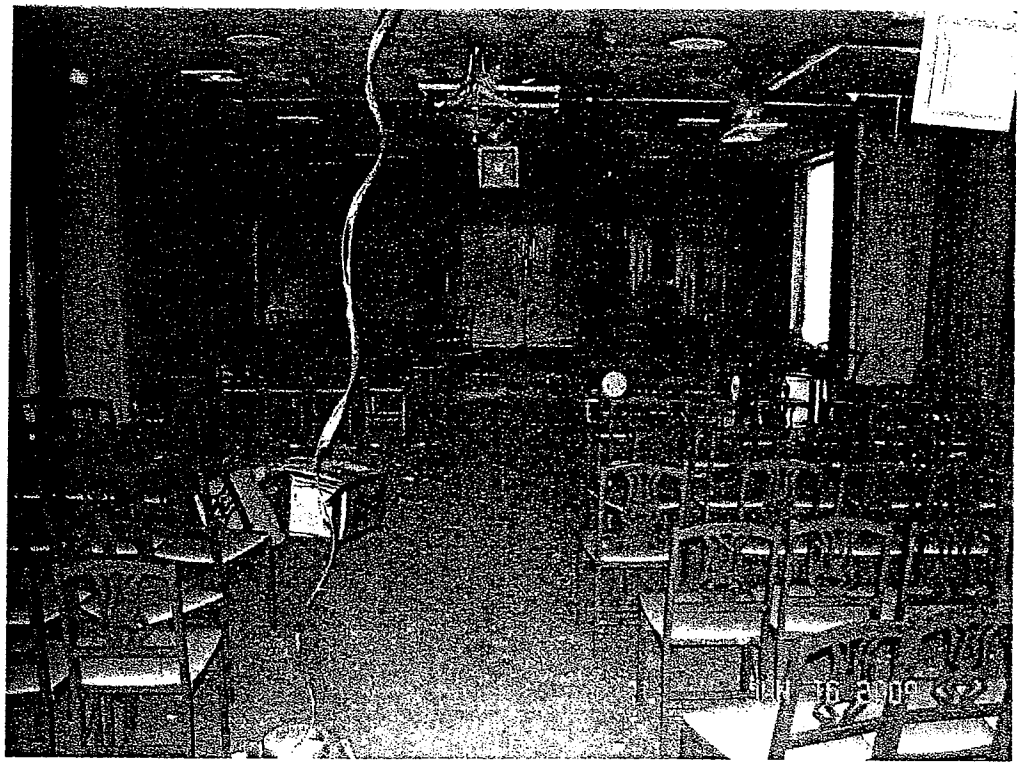


Photo No. 19: Vie looking east in the chapel, which was located in the addition.

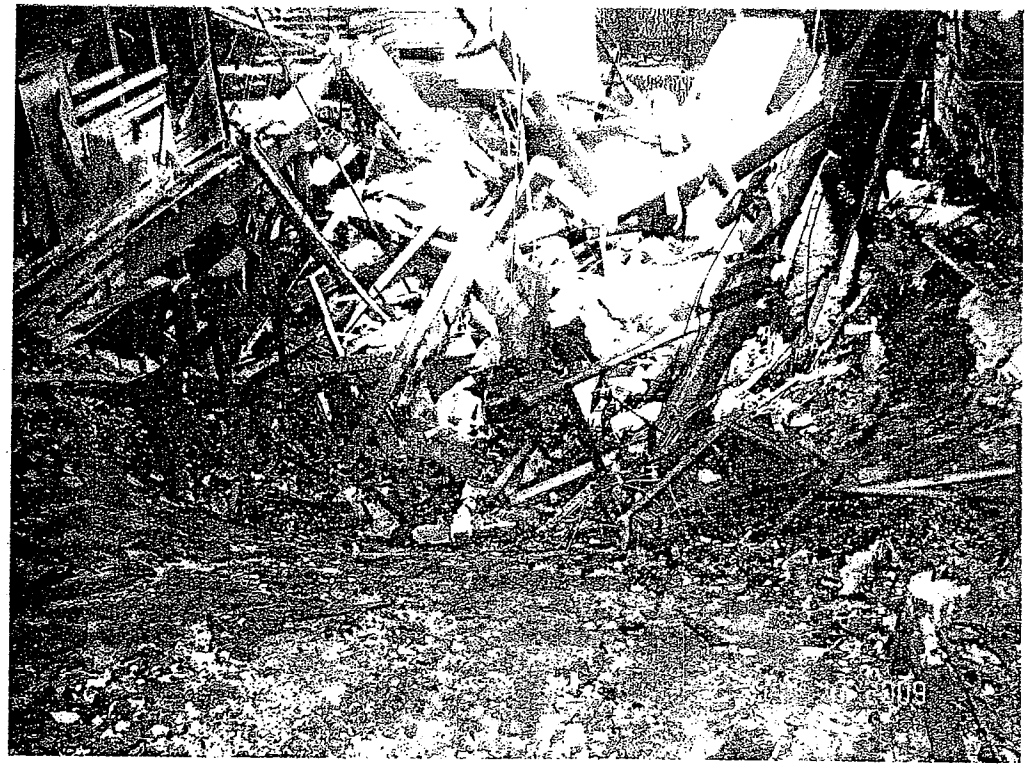


Photo No. 20: View looking east on the first floor of the original structure showing the collapse of the first floor into the basement.

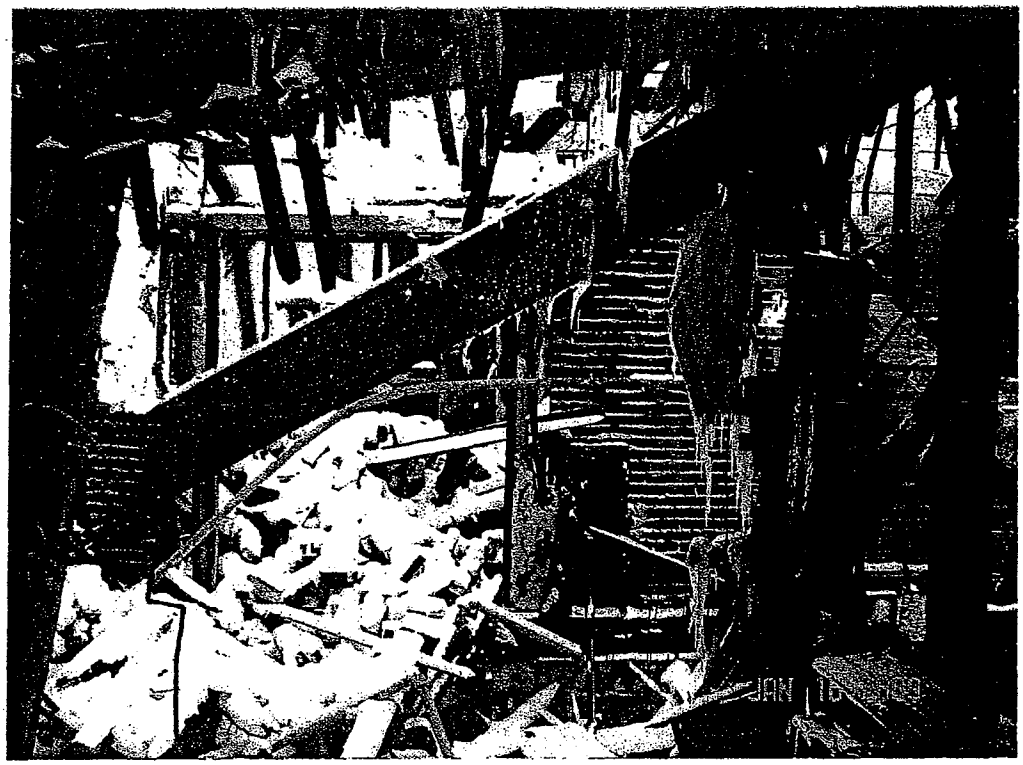


Photo No. 21: View looking northward on the first floor of the original structure along the east side.

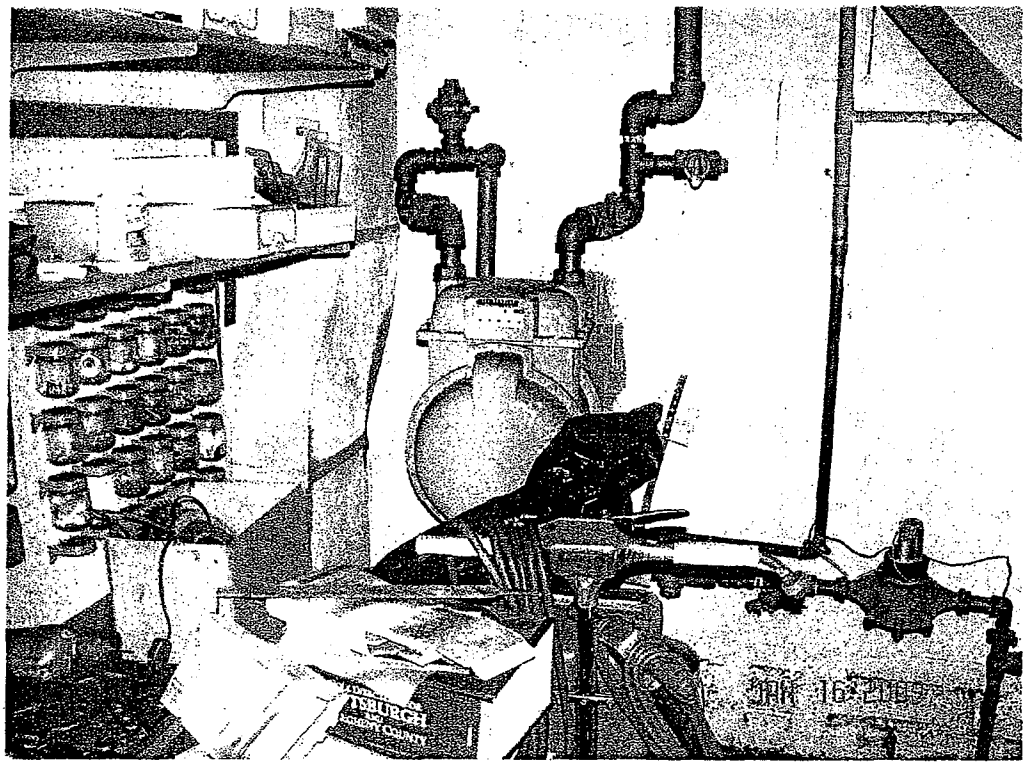


Photo No. 22: View of the natural gas meter and water meter located along the south wall of the basement in the addition.

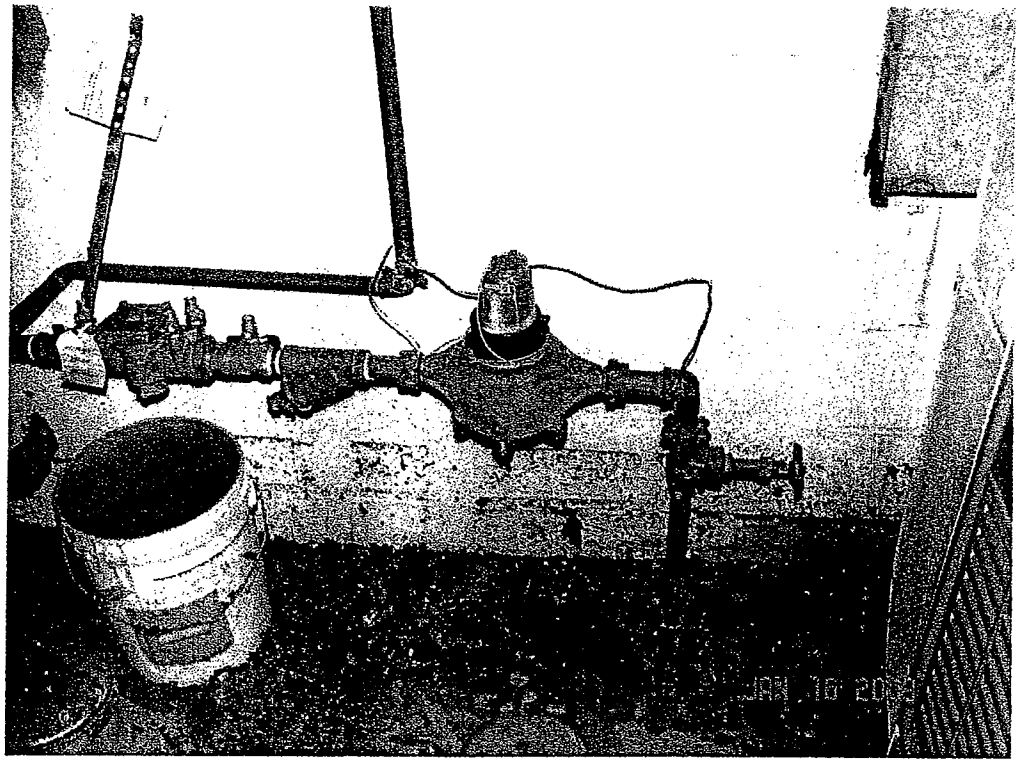


Photo No. 23: View of the water meter.

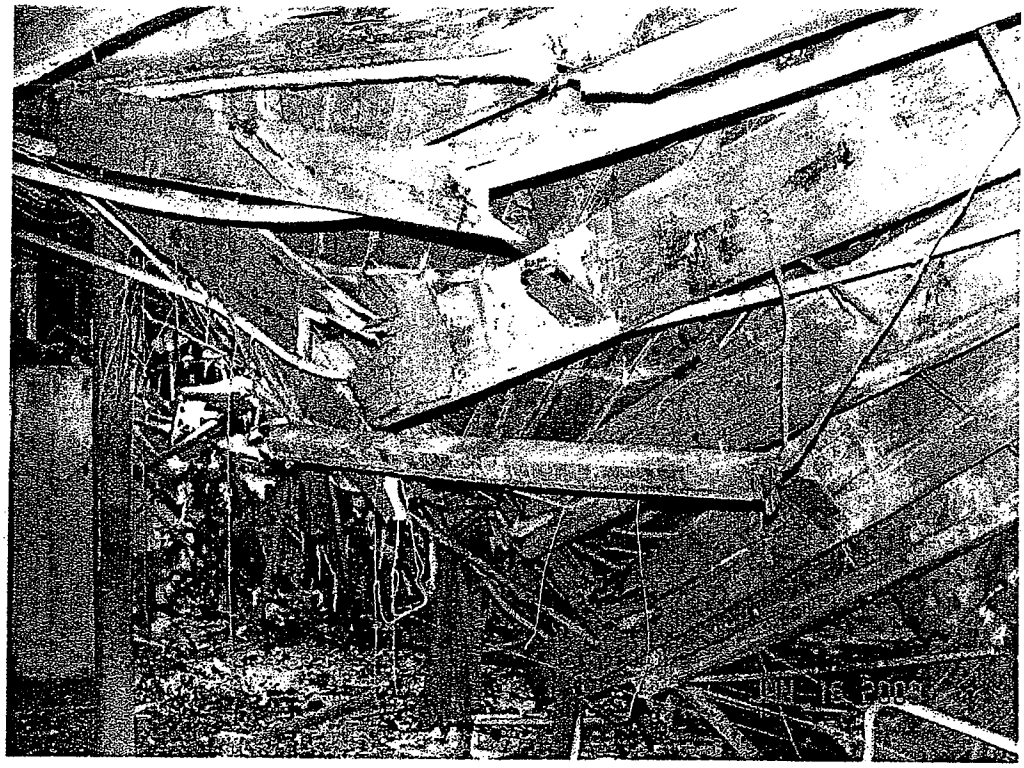


Photo No. 24: View looking east in the basement of the original structure in the southeast quadrant of the original structure showing the collapse of the first floor into the basement.

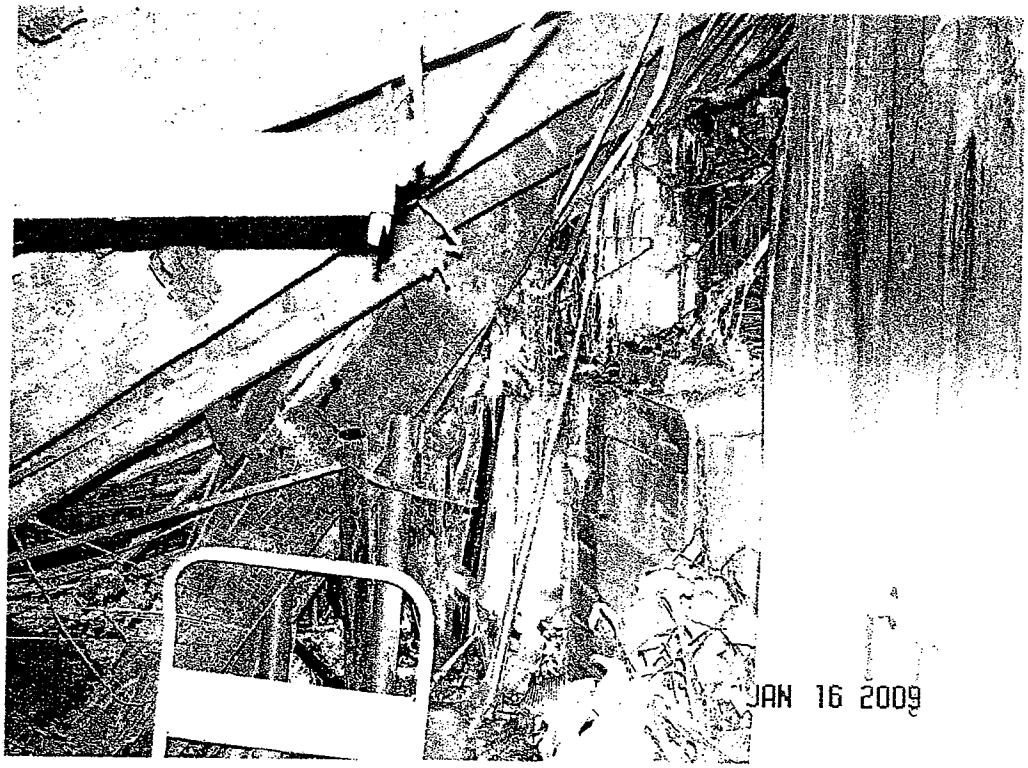


Photo No. 25: View looking east along the south wall of the basement of the original structure. The electrical distribution panels were located within this area.



Photo No. 26: Additional view looking east in the basement.

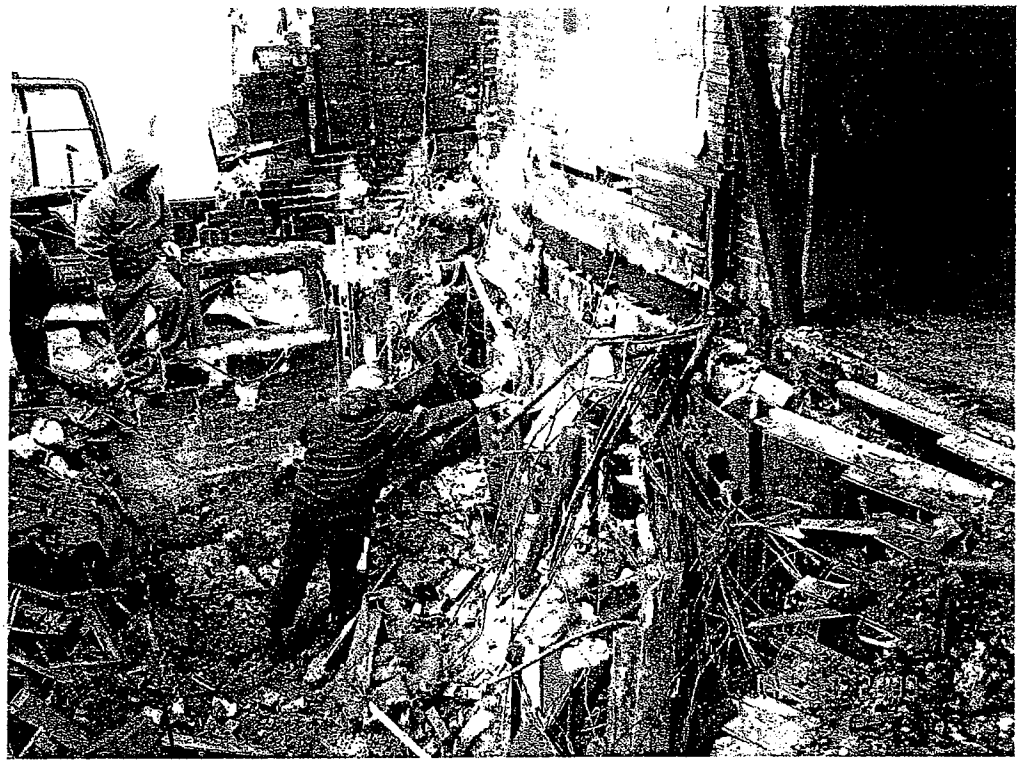


Photo No. 27: View looking in a southeast direction into the basement of the original structure during debris removal. Visible in this photo are the electrical distribution panels.

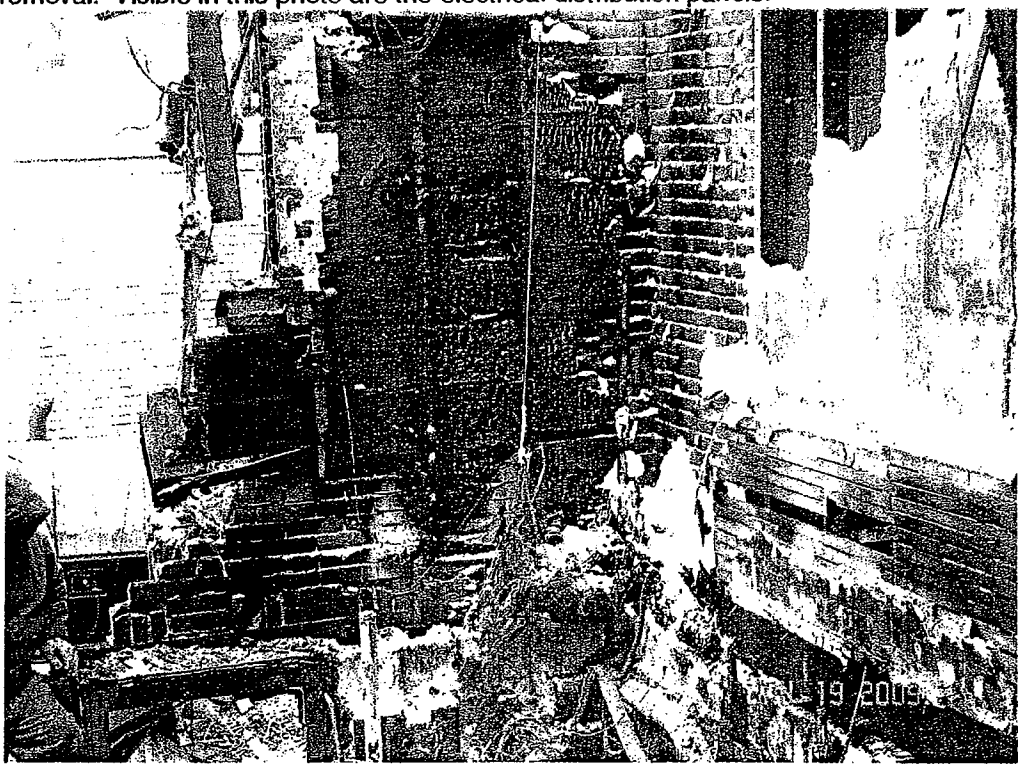


Photo No. 28: View showing the burn and char inside the wall space directly behind and above the electric distribution panels on the east wall of the basement.



Photo No. 29: Additional view of the electric distribution panels during debris removal.

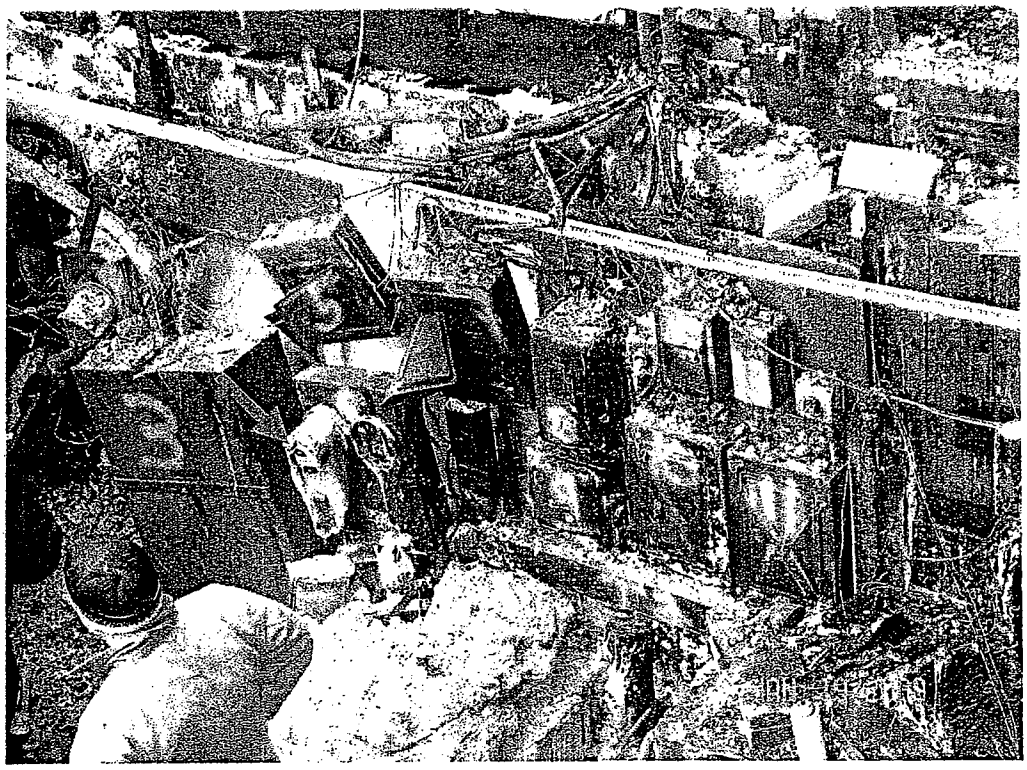


Photo No. 30: View of the electric distribution panels as well as the two electric meters (arrows), which belonged to Duquesne Light Company



Photo No. 31: View of an electric distribution panel identified as panel #1 located on the east wall of the basement. Note the severe burn and char to the wall behind the panel.



Photo No. 32: View from the flat roof of the addition showing the weather heads.

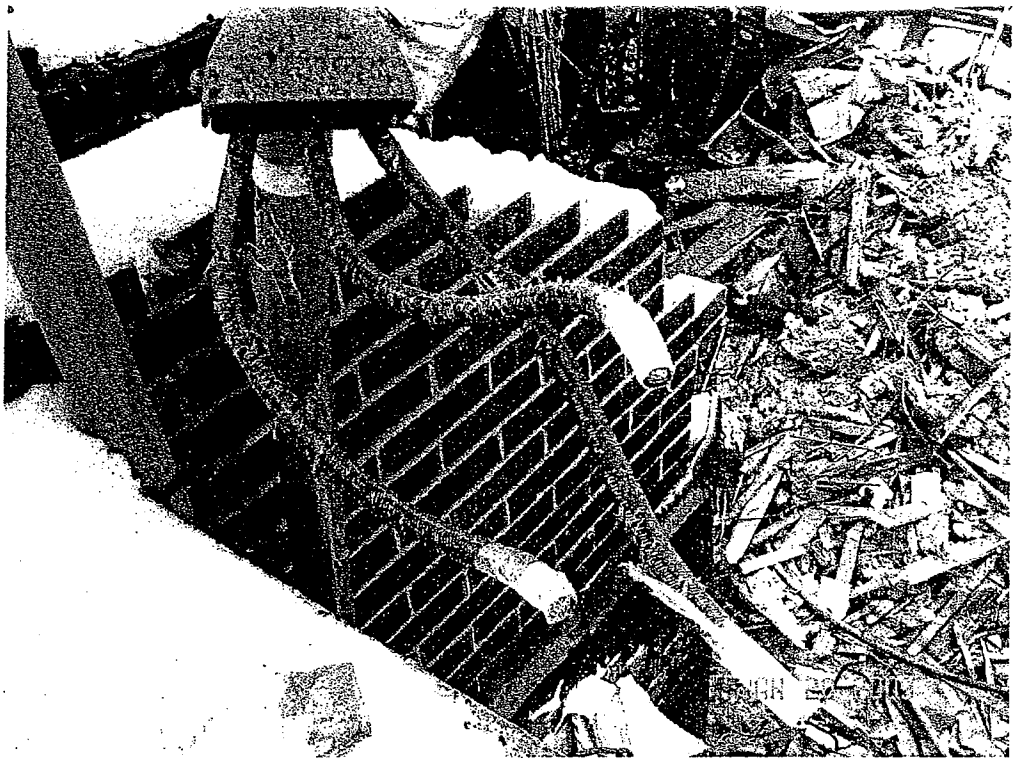


Photo No. 33: View of the three phase weather head identified with yellow tape.



Photo No. 34: View of the single phase connections prior to cutting and removal.

EFI Global
Complex Issues • Solid Solutions

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ENGINEER'S REPORT

Insured: Hirsch Funeral Home
Loss Location: 2704 Murray Avenue, Pittsburgh, PA
Date of Loss: January 10, 2009
Claim No.: 683-246614
EFI File No.: 94211-02344

Report Date: August 23, 2010

Prepared For: White and Williams LLP
1650 Market Street, Suite 1800
Philadelphia, PA 19103-7395

Attention: Peter Parashes, Esquire

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INTRODUCTION

EFI Global, Inc. was contacted and requested to provide electrical engineering services in connection with a fire loss. The loss occurred at the Hirsch Funeral Home located at 2704 Murray Avenue, Pittsburgh, Pennsylvania. The investigation was to be coordinated with fire investigator, Brian Gray.

DEPOSITIONS AND RELATED MATERIAL REVIEWED

1. Plaintiff's Answers to Interrogatories
2. Deposition of Rick Sipe
3. Deposition of Donald Lewis
4. Deposition of Kenneth James Hunkele
5. Deposition of Robert Joseph Pierce
6. Deposition of Joseph G. Frankhauser
7. Deposition of James Robert Runatz
8. Deposition of Brandon Boehm
9. Deposition of Dave James
10. Deposition of Brian Michael Novak
11. Deposition of John Gilkey
12. Photographs taken by James Warren
13. Duquesne Light Service Installation Rules
14. Origin and Cause Report by Brian Gray, CFI
15. Review of Photographs and Documents Provided by Duquesne Light During Discovery
16. Evidence Collected and Inspected

SITE EXAMINATION

My initial site examination began on January 16, 2009. The Hirsch Funeral Home was located at 2704 Murray Avenue, Pittsburgh, Pennsylvania. The front of the structure faced south towards Murray Avenue. Information received from Mr. Hunkele, the maintenance person for the funeral home, revealed the structure was a multi floor building. The upper floors were towards the rear of the structure with a single story garage on the east side of the structure.

Visual inspection of the structure revealed the upper floors at the rear of the structure had collapsed. The electric service masts were visible from the ground. The masts appeared to be located along the brick section of the flat roof on the east side of the structure.

Electric service was supplied from a three phase transformer pole located on Forward Avenue. Forward Avenue was north of and behind the funeral home. The service conductors extended through the trees from the pole on Forward Avenue up towards the service masts. The funeral home was supplied by a three phase overhead service and a single phase overhead service. The electric pole on Forward Avenue had been broken and repairs by Duquesne Light were in progress at the time of the fire. The Hirsch Funeral Home electric services were the only building electric services attached to the broken pole.

The extensive collapse and damage to the structure prevented a detailed inspection at that time. The water meter was accessible and found to be properly bonded and grounded.

Heavy equipment was retained to assist in the systematic delayering of the collapse. The basement electric room was accessed without disturbing the electric panels or Duquesne Light's electric metering equipment. The electric panels, troughs and Duquesne Light equipment were identified and marked utilizing a numbering system and orange spray paint.

Prior to removal of the electric equipment the individual conductors from the single phase and three phase service weather head to the Duquesne light electric metering equipment were identified tagged and traced. The electric panels and equipment were removed from the site and retained by EFI Global for additional examination.

Electrical damage was visible on the single phase distribution panel marked as panel #1. The other electric panels and conduit had no visible electrical damage. The electric panels and conduit were bonded and grounded.

HYPOTHESES

A hypothesis was entertained upon completion of the site examination with information known at that time. The hypothesis developed was that the electrical damage at panel #1 was due to an over voltage/over current condition resulting in an electrical short circuit. The short circuit was directly related to the suspicion and belief that Duquesne Light employees improperly connected the single phase service. The neutral conductor was crossed with one of the hot legs. The resulting short circuit caused the damage and heating of the panel box igniting the wood backing.

As will be discussed later in this report, additional information resulted in the development of a more viable hypothesis. This hypothesis stated the damage to panel #1was due to an over voltage/over current condition resulting in an electrical short circuit. The initial over voltage/ over current condition resulted from the contact between the 4000 volt primary circuit and the single phase secondary service conductors. The short circuit condition existed when Duquesne Light energized the single phase service. Energizing the service into a short circuit resulted in

the rapid heating of the metal panel box and ignition of the wood backing the panel box was mounted to.

EVIDENCE EXAMINATION

An evidence examination was conducted at the EFI Global facility in Cranberry Township on March 11, 2009. The single phase service conductors were traced through the Duquesne Light meter equipment to the single phase distribution panels. The cables were identified with color tape. The two hot legs were identified with orange and blue tape with the neutral identified with white tape. The electrical connections made by Duquesne Light at the single phase mast were correct. The hot legs were connected to the hot legs of the triplex cable and the neutral was connected to the triplex neutral conductor.

Electric panel #1 was damaged electrically. Extensive damage to the connection lug identified as the "blue" hot leg was found. The electrical arcing damage blew a hole through the panel cover of panel #1. The "blue" hot leg was examined revealing extensive arcing and electrical activity. The electrical activity resulted from a short circuit between the "blue" hot leg and the grounded neutral connections and steel distribution panel.

The electrical connections at the single phase mast were examined. The connections revealed multiple indentations and crimp marks on the conductors. The connections were secure with no electrical activity found.

The remainder of the electrical panels including the three phase equipment and various sub-panels revealed no electrical activity.

REVIEW OF DEPOSITIONS AND RELATED MATERIAL

Joseph Frankhauser

Duquesne Light Company senior operator, Joseph Frankhauser was dispatched around 9:12 p.m. January 9, 2009 to a damaged pole on Forward Avenue in Squirrel Hill.

Mr. Frankhauser stated "I saw the pole down and wires hanging down"

Mr. Frankhauser stated the 4kv circuit breaker for the primary circuit on the damaged pole was open when he arrived on the scene. The area was dark with no lights indicating the 4kv circuit breaker was open.

Mr. Frankhauser stated there was a broken wire at the site. He was not sure if the wire was a neutral conductor or another conductor.

Donald Lewis

Mr. Lewis stated in his deposition "There were phases down on the street, wires down, secondary bank, down transformers. The pole was busted up pretty good. One transformer was leaking oil, I know that, and that was it."

Mr. Lewis also stated "I believe there was one phase maybe two." This was in response to the question about the condition of the primary wires at the damaged pole. He also stated the wire was snapped and required splicing.

Mr. Lewis believed there were three other buildings out of service along with the funeral home when the single phase service to the funeral home was being installed.

Mr. Lewis considered a connection between the fire and the reconnection of service by Duquesne Light. He stated: "that it could have been a short in their secondary breaker box, or their breaker box, due to the pole being hit." Further he stated "Once a pole is hit and wires get mixed up you have high voltage and you have secondary voltage. If the primary voltage hit the neutral and/or secondary voltage wires, it can short out anything. Anything can happen. That was my thought process."

Mr. Lewis was asked if Duquesne Light could determine whether or not power was restored to the customer without asking the customer. Mr. Lewis answered: "check the meter. We go around checking meters after we energize the circuit."

Robert Joseph Pierce

Mr. Pierce described the single phase service: "It looked like the top wire was on the ground, and it looked like the other two were intact at the old pole, the broken pole." He identified the top wire as the neutral with the two attached to the pole as the hot legs.

Mr. Pierce stated: "I found that the single phase top one point insulator was pulled out of the brick."

Mr. Pierce was asked if he had heard any ideas on how the fire started. He stated: "I heard that when the pole got hit. That the primary wire contacted the neutral wire of the funeral home, which may have done damage in the building."

Mr. Pierce stated he made the electrical connections at the single phase weather head and advised the crew on Forward Avenue to make the service hot. He began to clean up his tools and went onto the garage roof. He stated "I looked up. I looked back at the house and saw the shingles smoking and I said to Brandon either this house got a kick ass

furnace or it is on fire". Mr. Pierce then stated he saw a glow in an upstairs window. He then yelled to the crew on Forward Avenue to cut the power to the funeral home.

Brian Michael Novak

Mr. Novak connected the single phase triplex to the bank on Forward Avenue. He first connected the neutral and then the two hot legs. Mr. Novak stated that one of the two hot legs sparked when he made the connection.

Mr. Novak lowered the bucket after completing the single phase connections including taping them to retrieve the connectors for the three phase service. He noticed a glow at the window of the funeral home. He then went back up in the bucket and cut the single phase service.

Mr. Novak estimated the time frame between finishing the single phase connections to seeing the glow to be several minutes. He stated it would have taken about three minutes to tape each individual connection of the three conductors. He also stated it would have taken less than a minute to lower the bucket to the ground.

Duquesne Light Service Installation Rules

Access to Customer Premises.

Company representatives, who are properly identified, shall have the full and free access to the Customer's premises at all reasonable times for the purpose of reading meters, for inspection and repairs, for removal of Company property, or for any other purpose incident to the service. The Customer should immediately check with the Company if the credentials of Company representative are in question.

Deposition of John Gilkey

Detective John Gilkey stated in his deposition that he and fire investigator Baystor interviewed a witness, Themis Wise in her 6th floor apartment across Murray Avenue. Gilkey stated in his deposition that about 7:00 AM she looked out her window and saw a white truck with a bucket near the garage of the funeral home. She also saw two men with flashlights one on the garage roof and one in the bucket. She then saw white smoke coming up and then heavy black smoke coming from back in the driveway where the garage would have been.

Origin and Cause Report by Brian Gray, CFI

Mr. Johnson, funeral home manager, stated the answering service received three phone calls about the fire at the Hirsch funeral home. One from the news station WPXI, the second from Duquesne Light and the third from the Pittsburgh Fire Bureau. The Duquesne Light call stated they were working on the electric at the funeral home moved to another building and noticed the fire in the funeral home.

Mr. Johnson also stated there had been no known electrical or mechanical problems at the funeral home. No work was performed on outside maintenance contracts.

Mr. Gray places the origin of the fire at the electric panels on the east side of the basement. He also states the ignition temperature of wood is between 440-500 degrees Fahrenheit.

ANALYSIS/OPINIONS

The electric panel #1 in the basement of the Hirsch Funeral home was damaged electrically. Visible electrical activity blew a hole through the panel cover and severely damaged the hot leg connection on the left side. The left side cable was identified with "blue" tape. The copper cable had an electrical arc bead at the end.

Damage was also visible to the neutral bus adjacent to the hot leg in the panel.

The improper connection hypothesis at the single phase mast head was eliminated after the evidence examination and further discovery information was received.

The second hypothesis was consistent with all of the physical evidence, investigation material, deposition statements referenced above and information received. The damage found at electric panel #1 was consistent with an over voltage/over current condition. The damage to the primary and secondary conductors on the pole on Forward Avenue coming in contact with each other would have resulted in the over voltage/over current condition and damage to the single phase electric panel in the funeral home.

There were visible line splices in the primary circuit conductors along Forward Avenue toward Murray Avenue from the damaged pole.

Upon reenergizing panel #1 from the single phase service the short circuit condition resulted in heating of the metal panel box due to the short circuit current. The rapid heating due to the short circuit current ignited the wood backing the panel was mounted on. The melting temperature of the copper conductor was approximately 1800 degrees Fahrenheit and the steel panel box would

have melted at approximately 2400 degrees Fahrenheit. The ignition temperature of the wood backing was approximately 440 – 500 degrees Fahrenheit.

Inspection of the electric panels and Duquesne Light metering equipment in the funeral home prior to reenergizing the single phase service would have revealed the electrical damage caused by the contact between the primary and secondary conductors at the pole on Forward Avenue.

Information to date reveals the only building electric services physically damaged when the pole on Forward Avenue was broken were the three phase and single phase services to the funeral home.

Duquesne Light personnel on site were aware of the potential for the 4000 volt primary conductors to come in contact with the secondary conductors due to the extensive damage to the pole.

Duquesne Light requires full and free access to the customer's premises at all reasonable times for the purpose of reading meters, for inspection and repairs, for the removal of company property or for any other purpose incident to the service. This requirement is part of Duquesne Light's service installation rules. The potential for damage inside the funeral home due to the physical damage to the service connections and probable contact between the 4000 volt primary and secondary conductors was a compelling reason and cause to inspect the metering equipment in the funeral home prior to reenergizing the single phase service.

The electric system within the funeral home was an extension and integral part of the electric service supply from Duquesne Light to the Hirsch Funeral Home. Duquesne Light did not attempt to contact the funeral home for access to the electric system within the structure. Had an inspection been completed prior to energizing the single phase service damage to the electric panel #1 would have been identified and the fire would have been averted.

Duquesne Light had the proper contact information for the funeral home. The funeral home monitored all after hours calls through an answering service. Notification to the funeral home by Duquesne Light would have resulted in a quick response from the funeral home employees.

The fire was discovered several minutes after Mr. Novak, a Duquesne Light employee, had made the electrical connections at the single phase bank on Forward Avenue. The connections energized the single phase service to the funeral home. Energizing the single phase service provided the electrical energy into the building. The electrical energy passed through the Duquesne Light electric meter to the single phase distribution panel resulting in the electrical failure described above.

Information received from Mr. Johnson and Mr. Hunkele reveal there were no known problems with the electrical system in the funeral home. There had been no outside contractors performing any work in the funeral home.

As discussed and explained more fully above, I can state in summation:

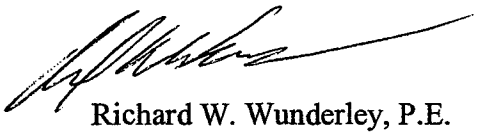
1. The fire at the Burton L. Hirsch funeral home resulted from Duquesne Light energizing the single phase service into an electrical short circuit to ground in panel #1. The short circuit current rapidly heated the panel box igniting the wood backing the panel was mounted on.

2. The damage and short circuit in the panel resulted from an over voltage/over current condition caused by the broken pole on Forward Avenue. When the pole broke the 4000 volt primary line contacted the secondary service line resulting in the over voltage/over current condition and damage to the panel.

3. Because Duquesne Light failed to inspect the electrical system, including their metering equipment in the funeral home, the above events/conditions resulted in a catastrophic failure and fire.

All opinions stated above are within a reasonable degree of engineering and scientific certainty.

Respectfully,



Richard W. Wunderley, P.E.
Electrical Engineer



Photo No. 1: Front of funeral home faced Murray Avenue.



Photo No. 2: Three phase transformer bank on Forward Avenue.



Photo No. 3: Electric masts looking from the direction of the three phase transformers.

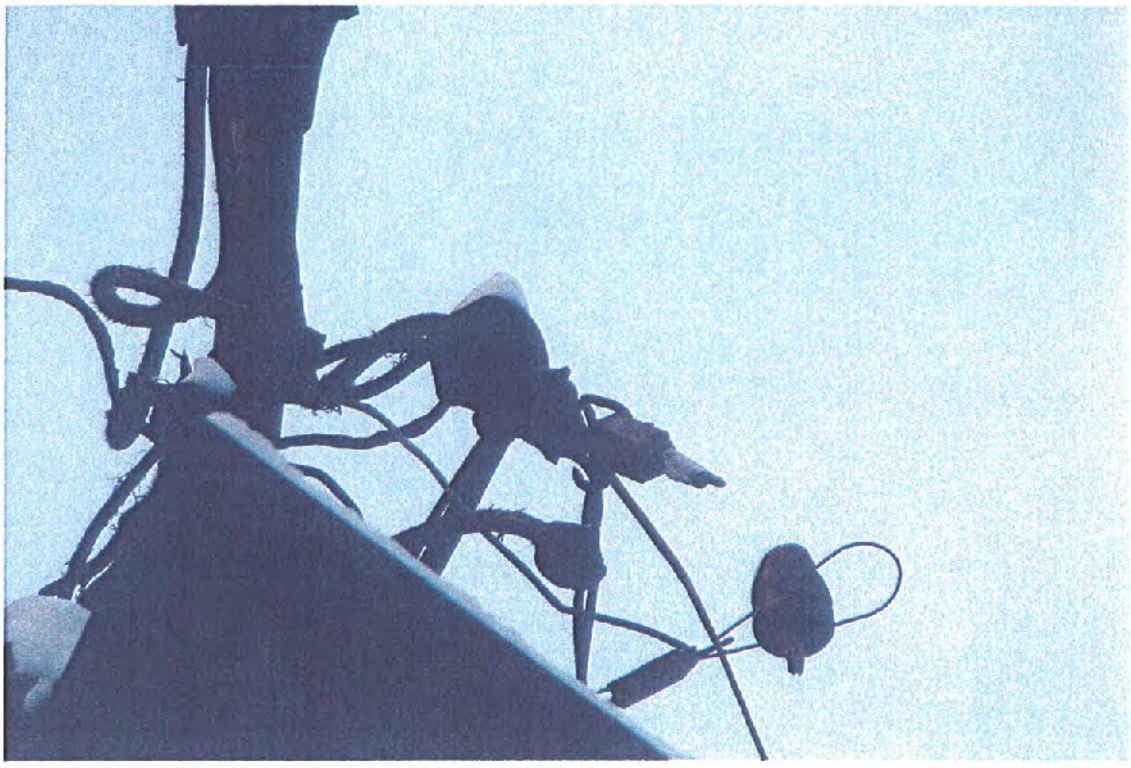


Photo No. 4: Close up of masts.



Photo No. 5: Collapse looking from first floor into basement.

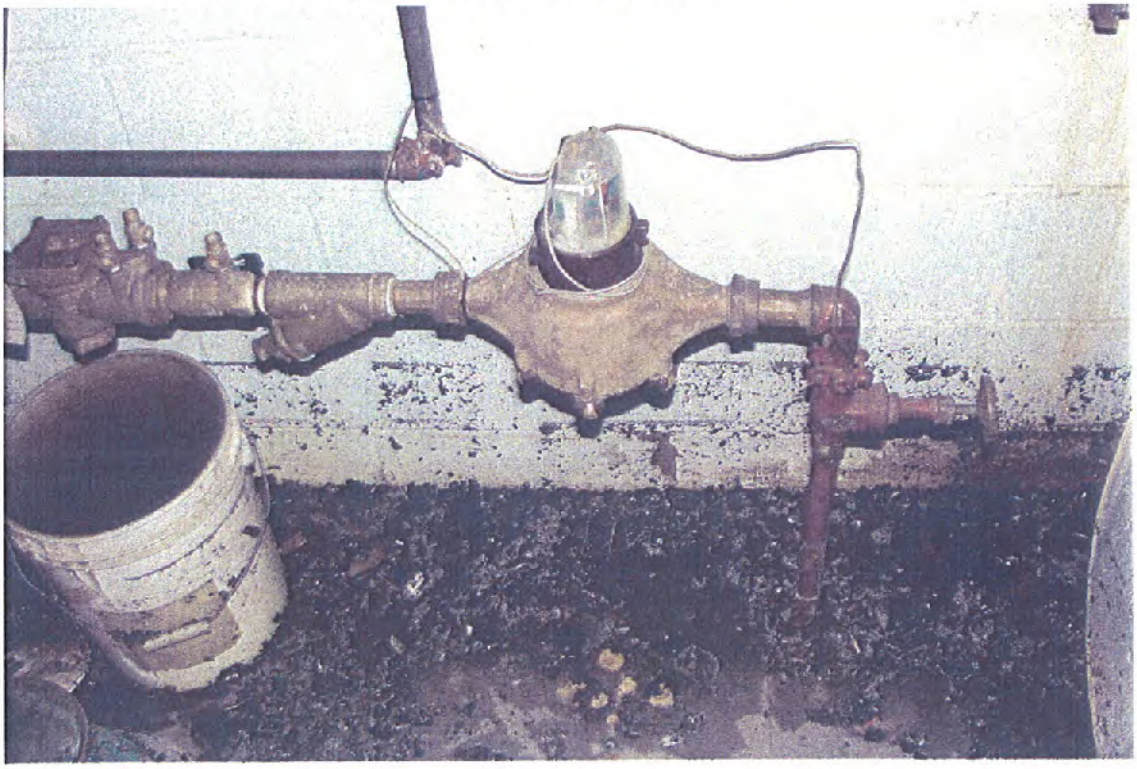


Photo No. 6: Water meter with bonding jumper.



Photo No. 7: Structural collapse with electric masts on right.



Photo No. 8: Damage in the basement electric room.



Photo No. 9: Single phase electric panel with electrical damage.



Photo No. 10: Electrical damage to single phase panel.



Photo No. 11: Close up of damage.



Photo No. 12: Panels marked prior to removal.



Photo No. 13: Additional marking of equipment.

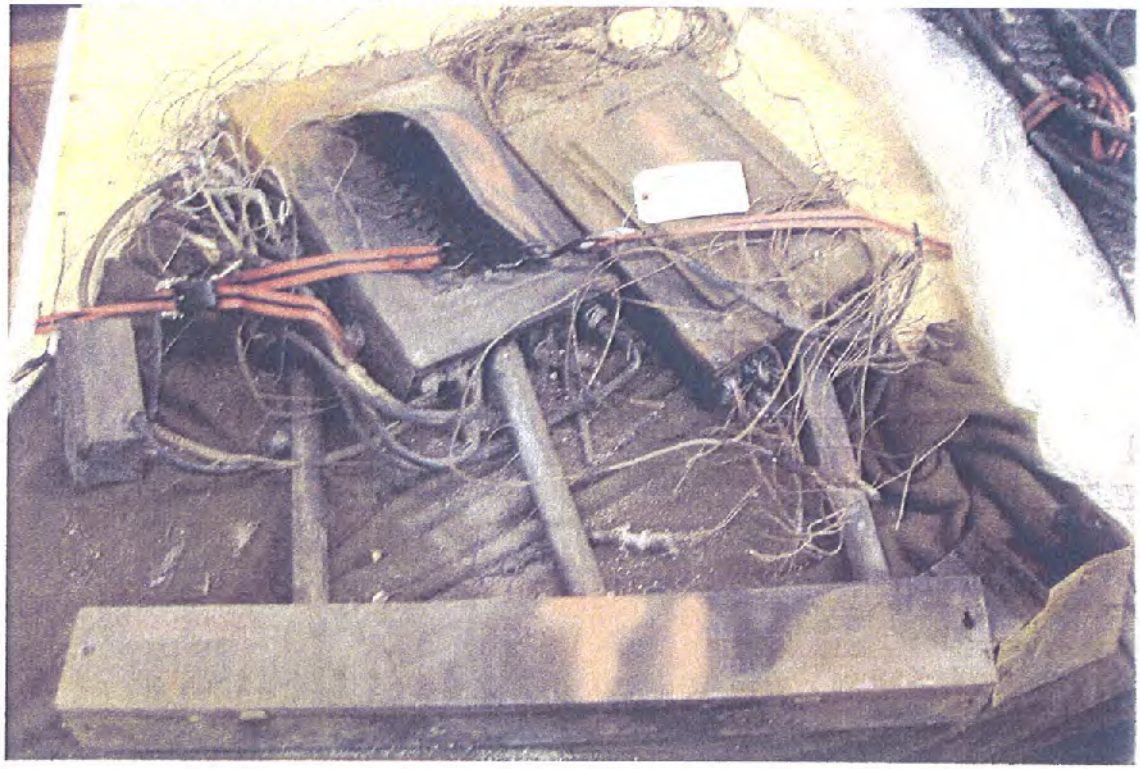


Photo No. 14: Evidence examination.

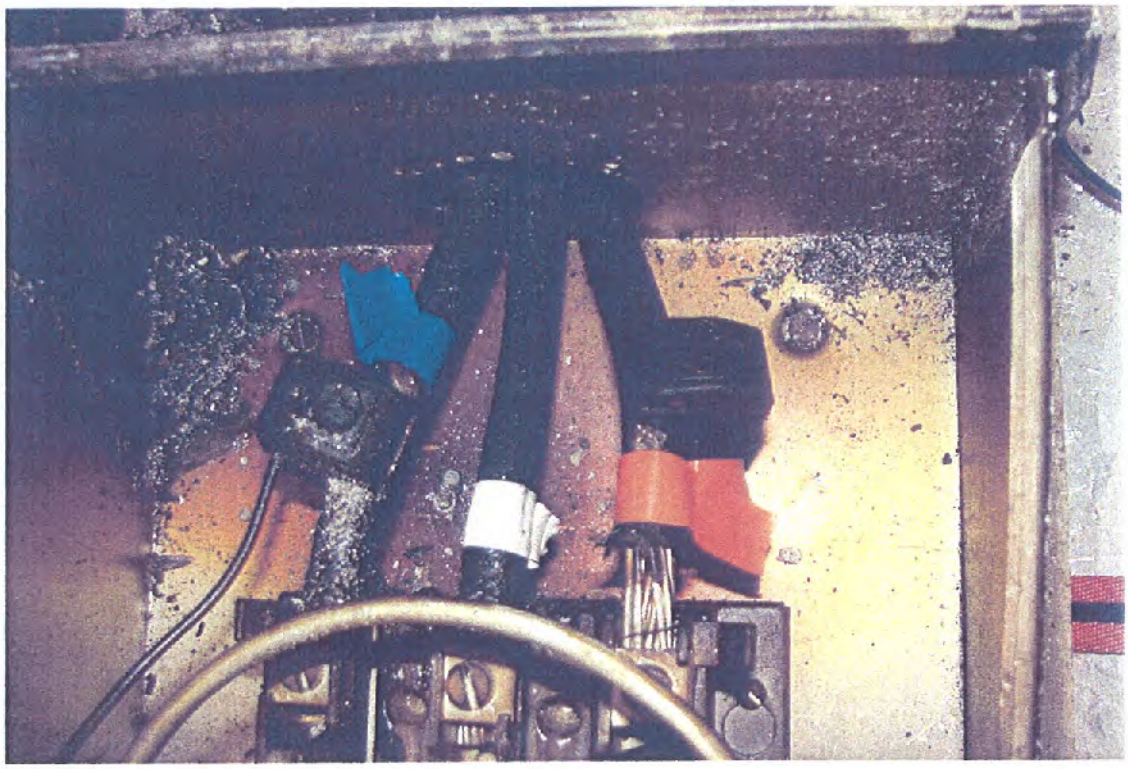


Photo No. 15: Tracing of single phase conductors.

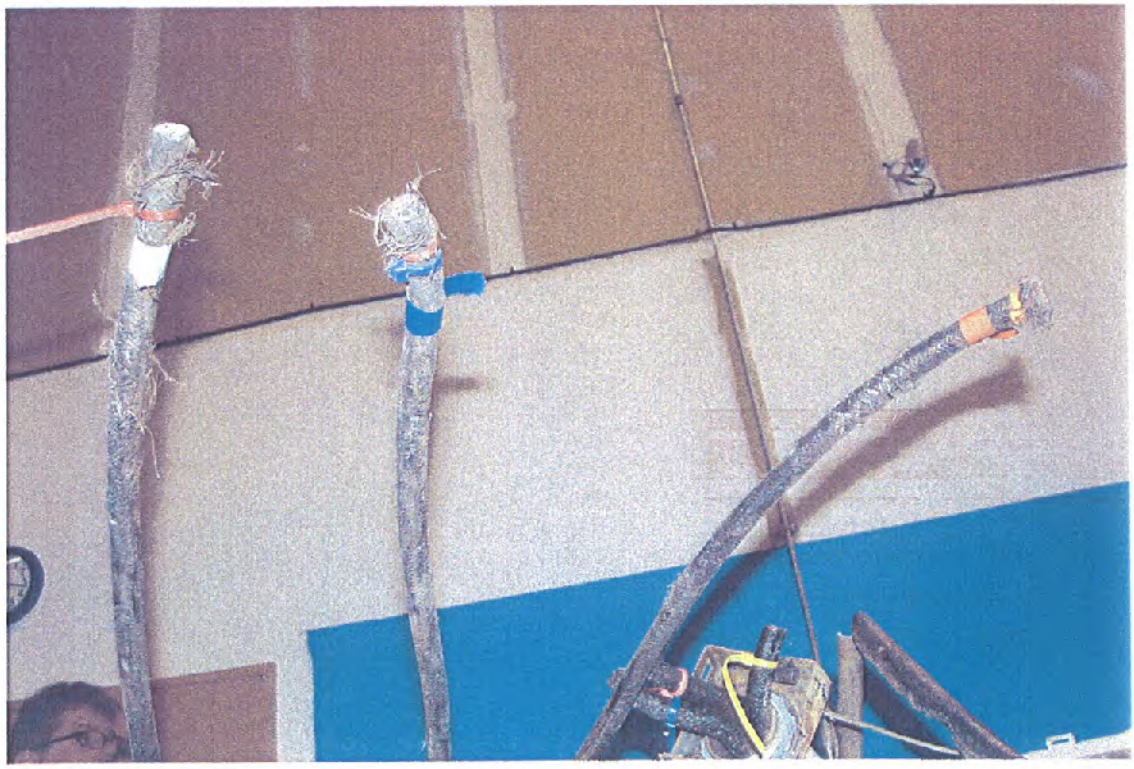


Photo No. 16: All single phase conductors identified.



Photo No. 17: Tracing conductors through the trough



Photo No. 18: Conductors identified in trough.

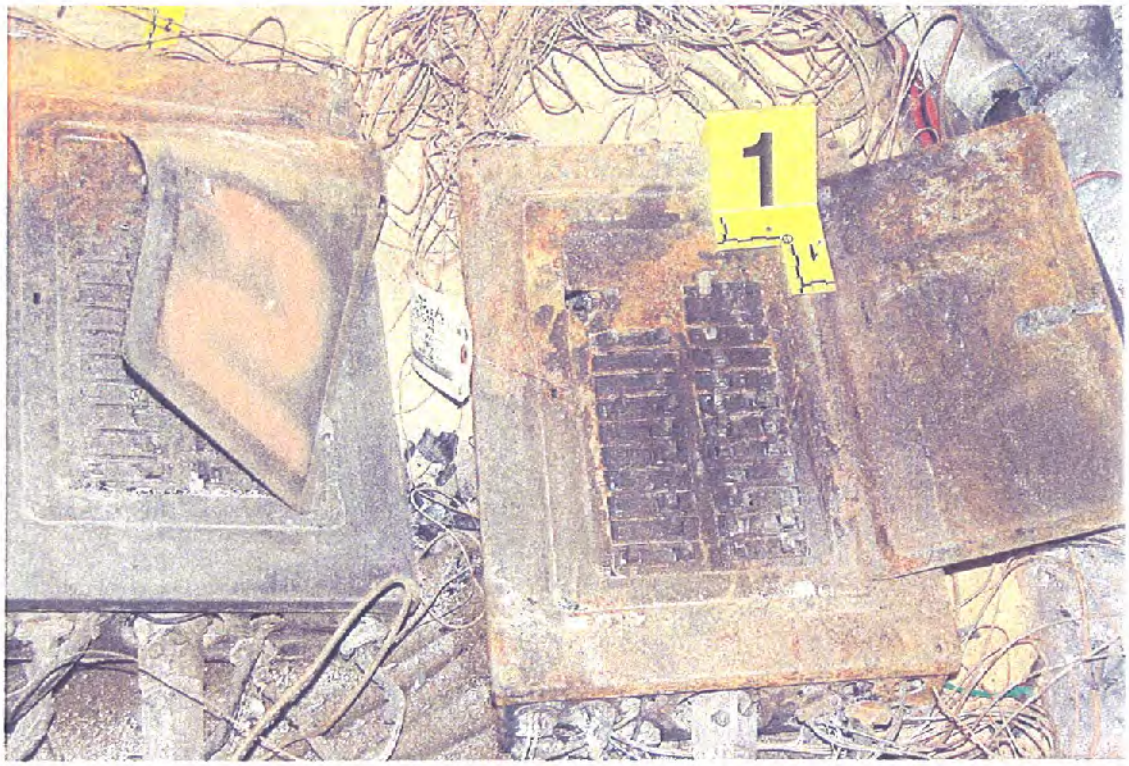


Photo No. 19: Examination of panel #1 electrically damaged.

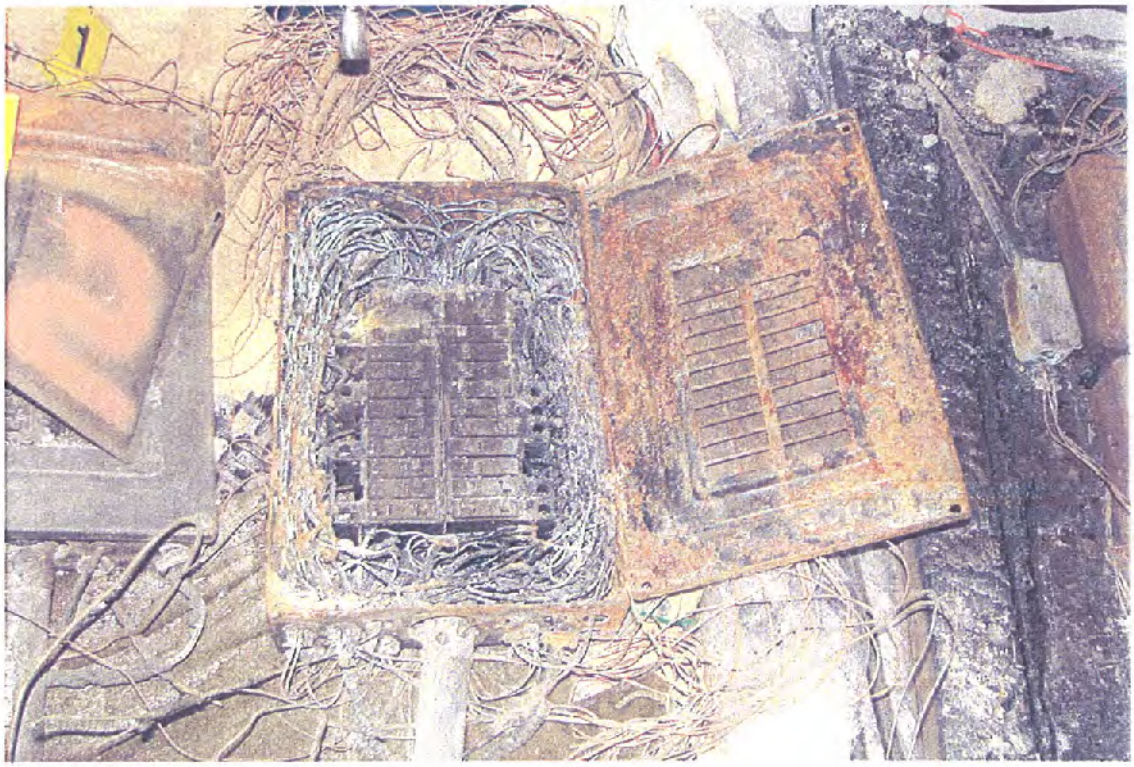


Photo No. 20: Cover removed from panel #1.



Photo No. 21: Electrical damage to panel #1.



Photo No. 22: Electrical bead on "blue" hot leg in panel #1.



Photo No. 23: Damage to hot leg connector.

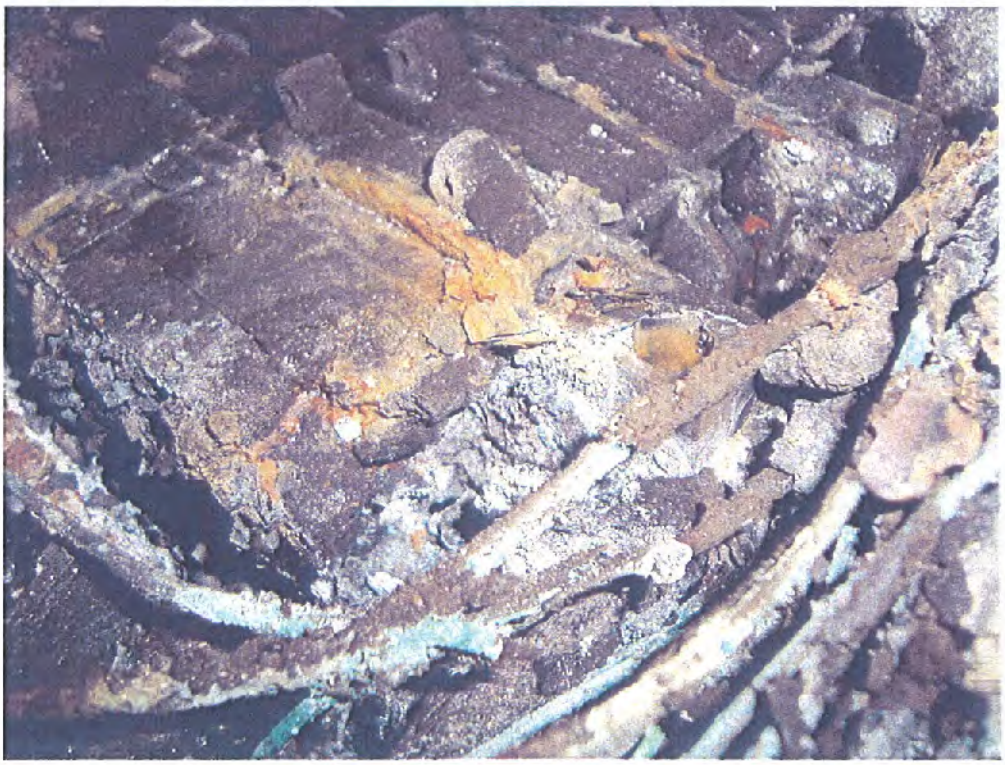


Photo No. 24: Close up of damage.



Photo No. 25: Additional view of electrical damage in panel #1.



Photo No. 26: Blow hole in panel cover.

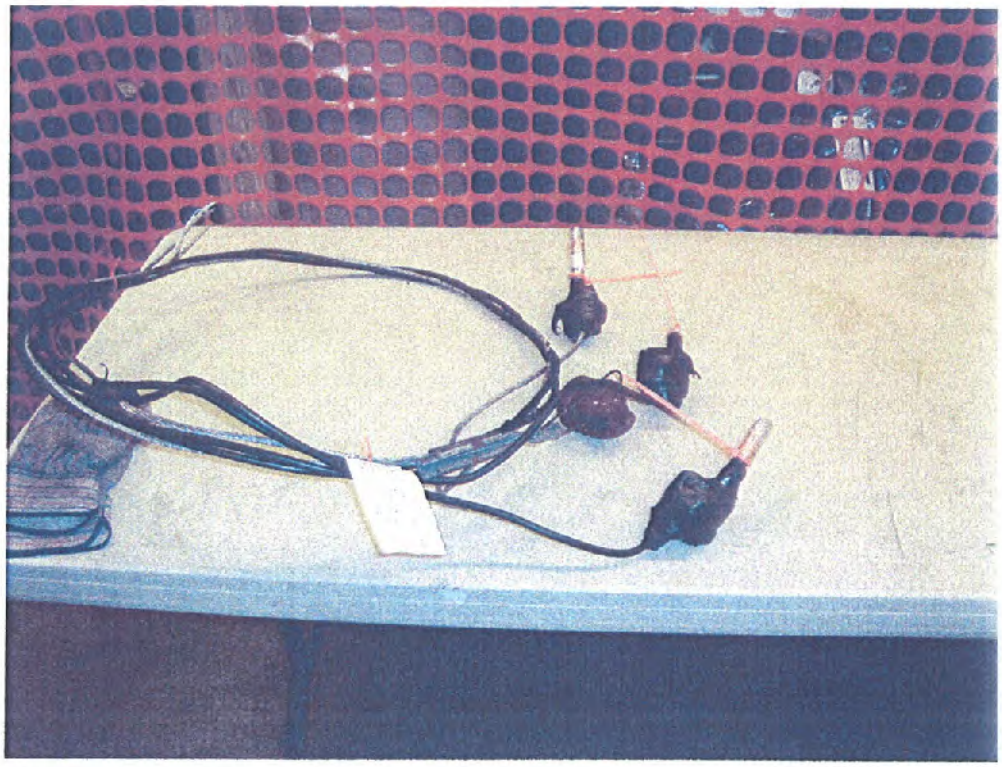


Photo No. 27: Single phase connections at mast.

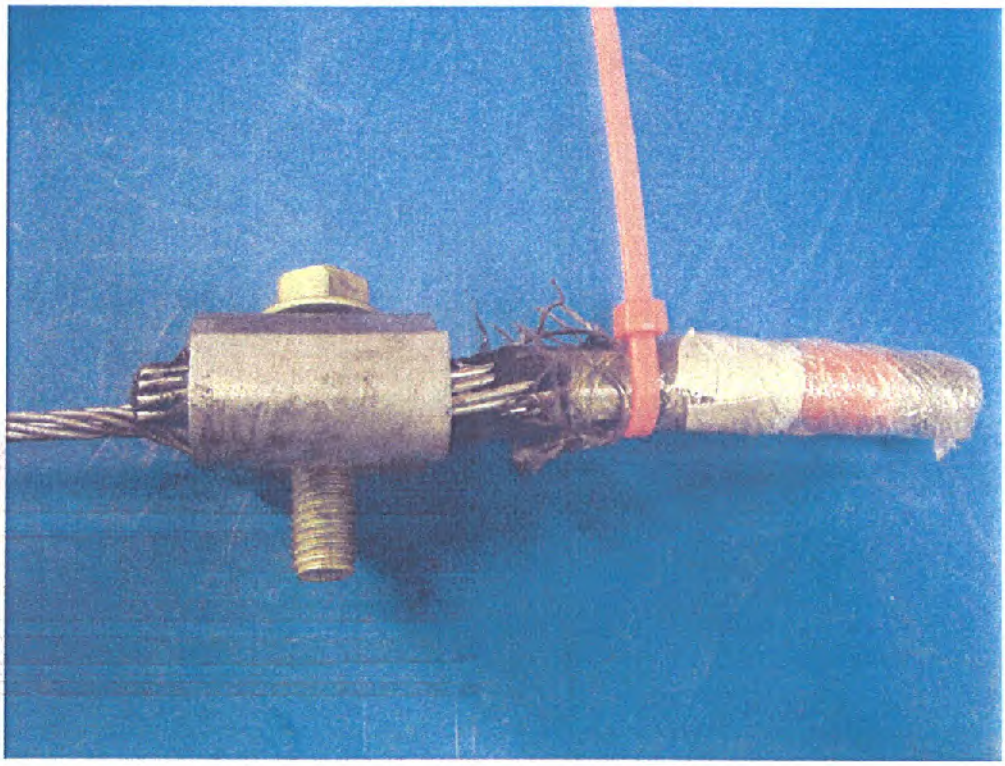


Photo No. 28: Connection with multiple crimp marks on conductor.

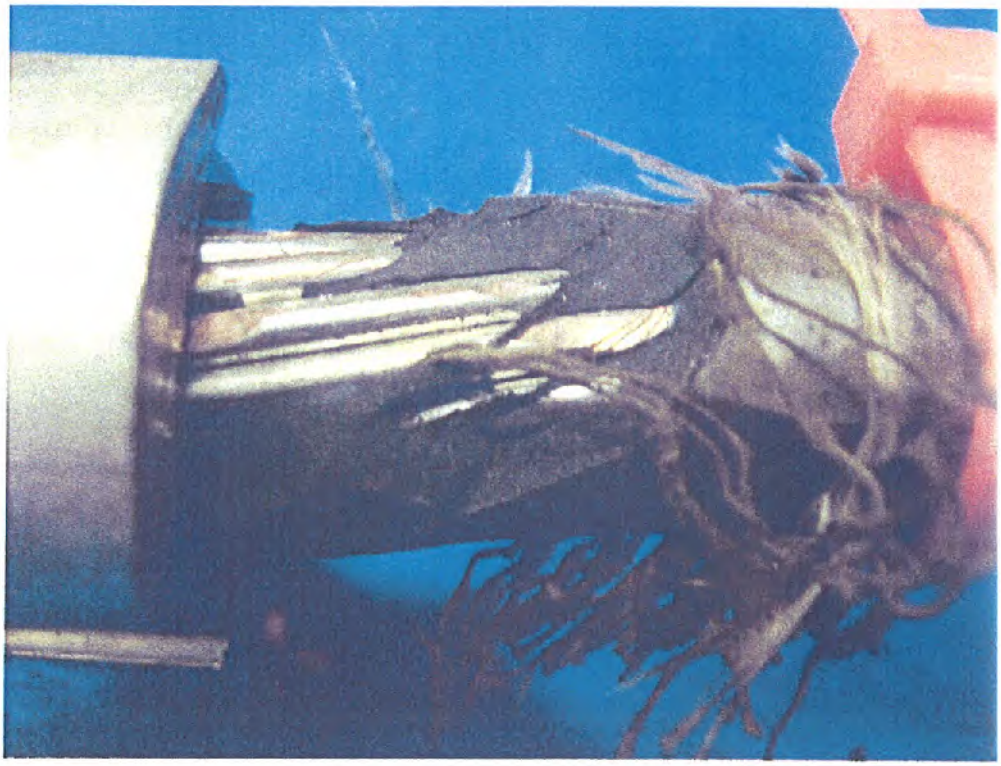


Photo No. 29: Close up of conductor.



Photo No. 30: Three phase transformer pole on Forward Avenue.



Photo No. 31: Visible line splice towards Murray Avenue.

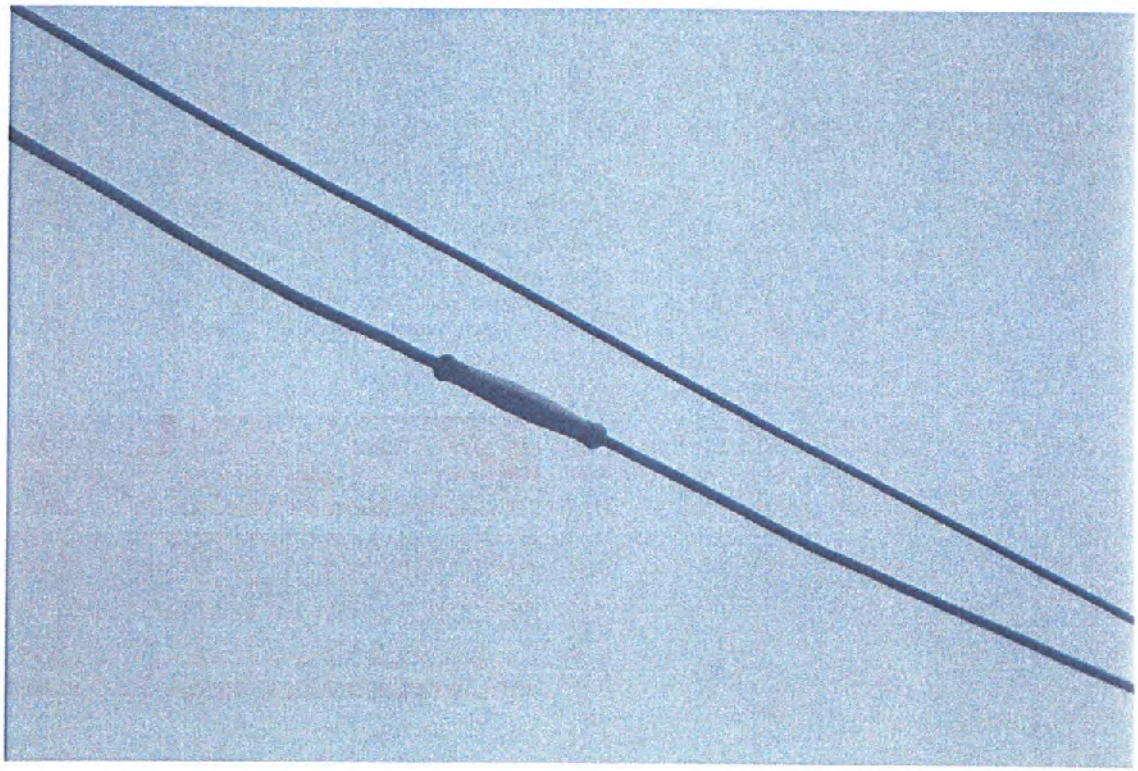


Photo No. 32: Close up of line splice.



263a.

HIR 001337

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August 31, 2010

Peter Parashes, Esquire
White and Williams LLP
1650 Market Street
Suite 1800
Philadelphia, PA 19103

Re:	Insured:	Burton L. Hirsh Funeral Home
	D/O/L:	January 10, 2009
	Claim:	683-246614
	EFI File:	94211-02344

Dear Mr. Parashes:

Per our phone conversation and your request I have prepared definitions for the list of terms throughout my report specifically paragraph number 4 on page 7. In addition paragraph 4 on page 7 which uses a number of these terms has been clarified. Several photographs taken by J.A. Warren Associates have been added for clarity.

Terms and Definitions

Service Connections – The connections of the secondary wire at the utility pole and at the mast head at the structure (funeral home).

Electrical Arc – High temperature electric discharge between two materials. Example would be similar to electric welding. Electrical arcs should not happen in electric systems and are the result of a failure/short circuit in the electric system.

Arc Bead – Rounded globule of re-solidified metal at the end of an electrical conductor. Bead caused by electrical arcing.

Neutral Bus – Common electric return path. In this case associated with the single phase 120/240 volt service. Typical neutral bus (wire) is a bare non-insulated conductor.

Hot Leg – The energized wires of the electric service. The wires are typically insulated for 600 volts.

Mast Head – The service connection location at the customer's building. The wires from the utility supply attach to the wires to the electric system of the building at that location.

Primary Circuit – The electric utility circuit, in this case at the nominal voltage of 4000 volts, associated with the three bare wires on the top of the pole.

4000 Volt Primary Conductors – Utility wires located at the top of the pole electrically energized at the nominal voltage of 4000 volts (4KV). These wires are bare not electrically insulated. Energized from the utility substation.

Secondary Conductors – Utility wires energized from the transformer(s) on the utility pole. Voltage will be 120/240 single phase or 120/208 three phase.

Single Phase Service – Electric service supplied from the utility at 120/240 volts. This type of service is used for lighting and receptacles. This is a typical service for a residential house or lighting and general purpose for commercial buildings. Made up of two "hot" legs and one neutral conductor.

Three Phase Service – Electric service supplied from the utility, in this case, at 208 volts leg-to-leg, three wire circuit made up of three "hot" legs. Typically used for refrigeration, air conditioning and large power equipment.

Short Circuit to Ground – Electric energy completing the path or circuit through an alternate means. The normal path through the "hot" leg to the neutral was altered resulting in an electrical discharge (arc) to the ground source. In this case the path extended from the "hot" leg to the grounded electric panel in the funeral home.

Paragraph number 4 on page 7 of my report contains a number of these technical terms. Hopefully these terms are clearer with the above definitions. What I meant to say in paragraph 4 on page 7, is the potential damage inside the funeral home should have been recognized by Duquesne Light employees. The extensive damage to the utility pole, service connections and the probable contact between the 4000 volt primary conductors and the secondary conductors were strong/compelling evidence, in my opinion, that should have caused Duquesne Light to inspect the electric system in the funeral home prior to reenergizing the electric service. Under the circumstances, reenergizing the funeral home's electric service with out first inspecting the electric system components in the funeral home was unsafe.

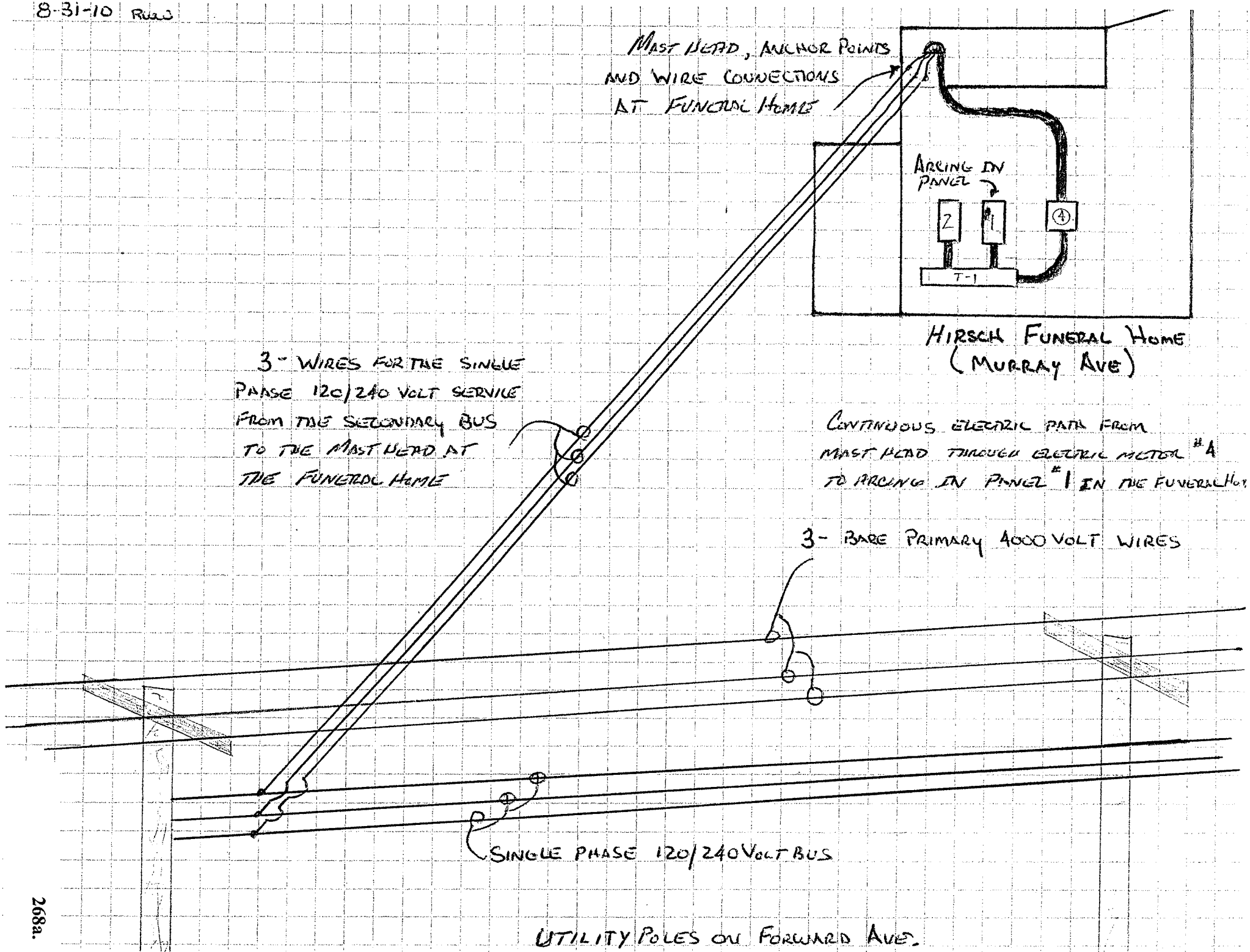
Please include this letter as part of my report dated August 23, 2010.

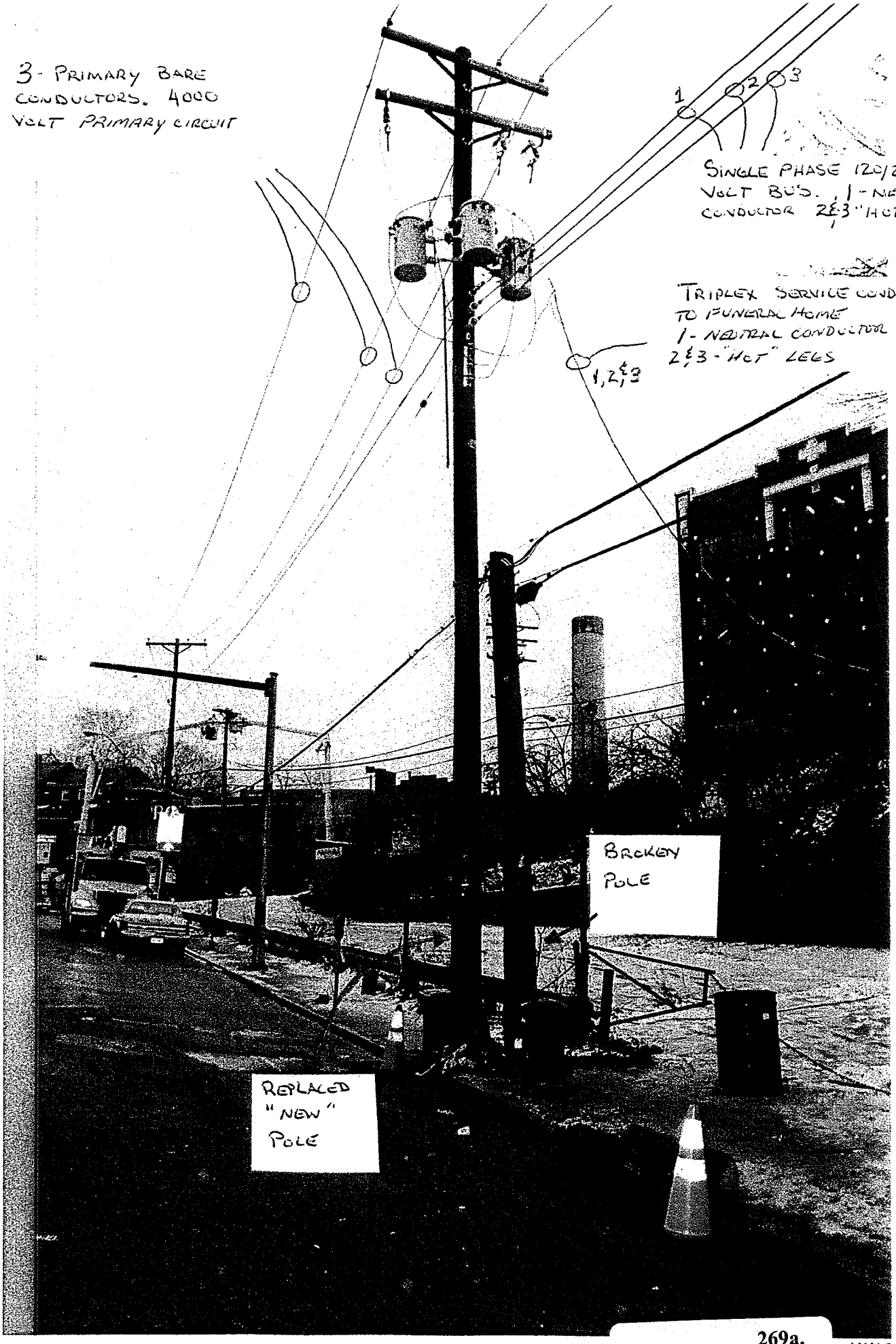
Sincerely,

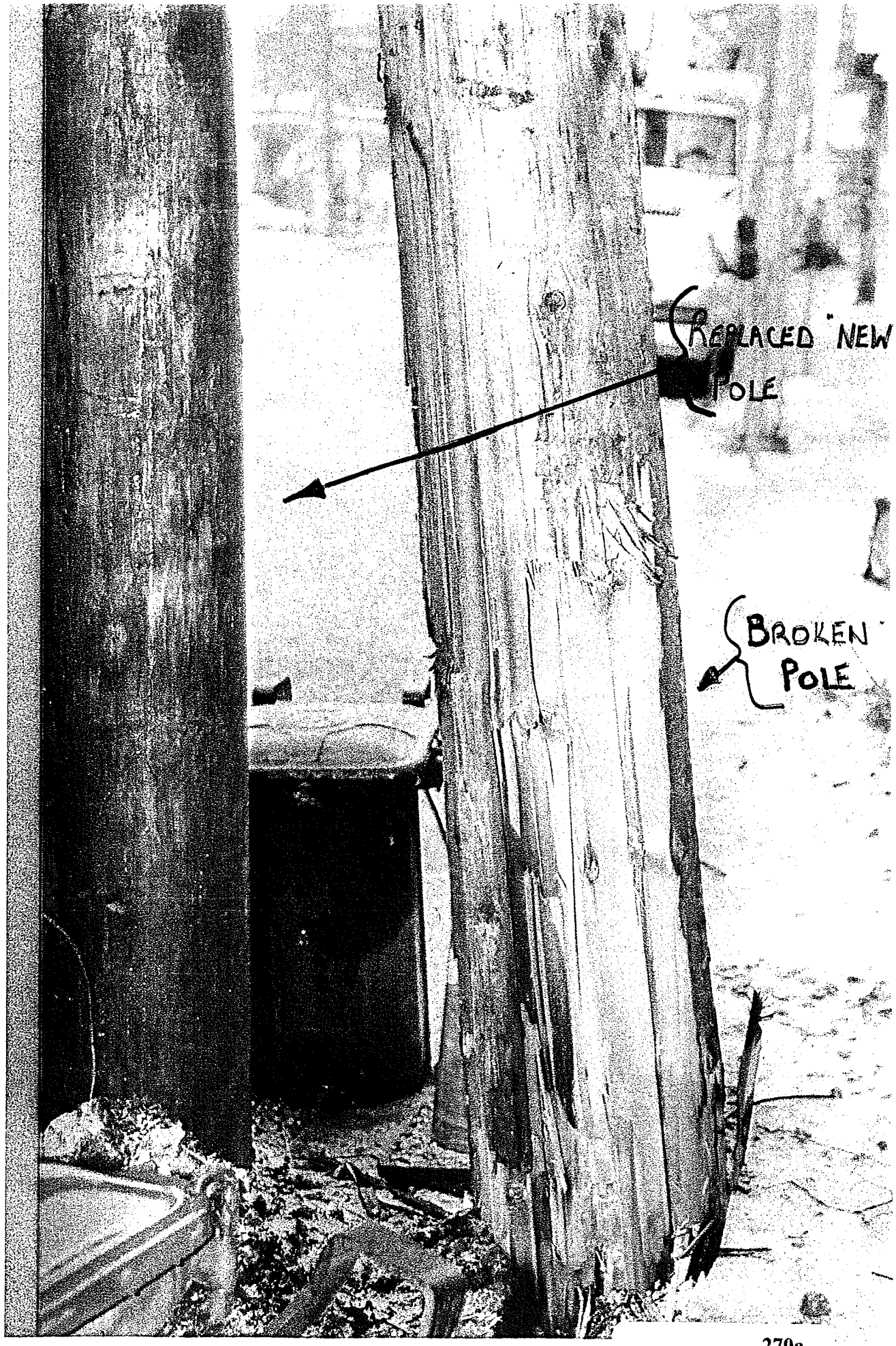
Richard W. Wunderley, P.E.
Electrical Engineer

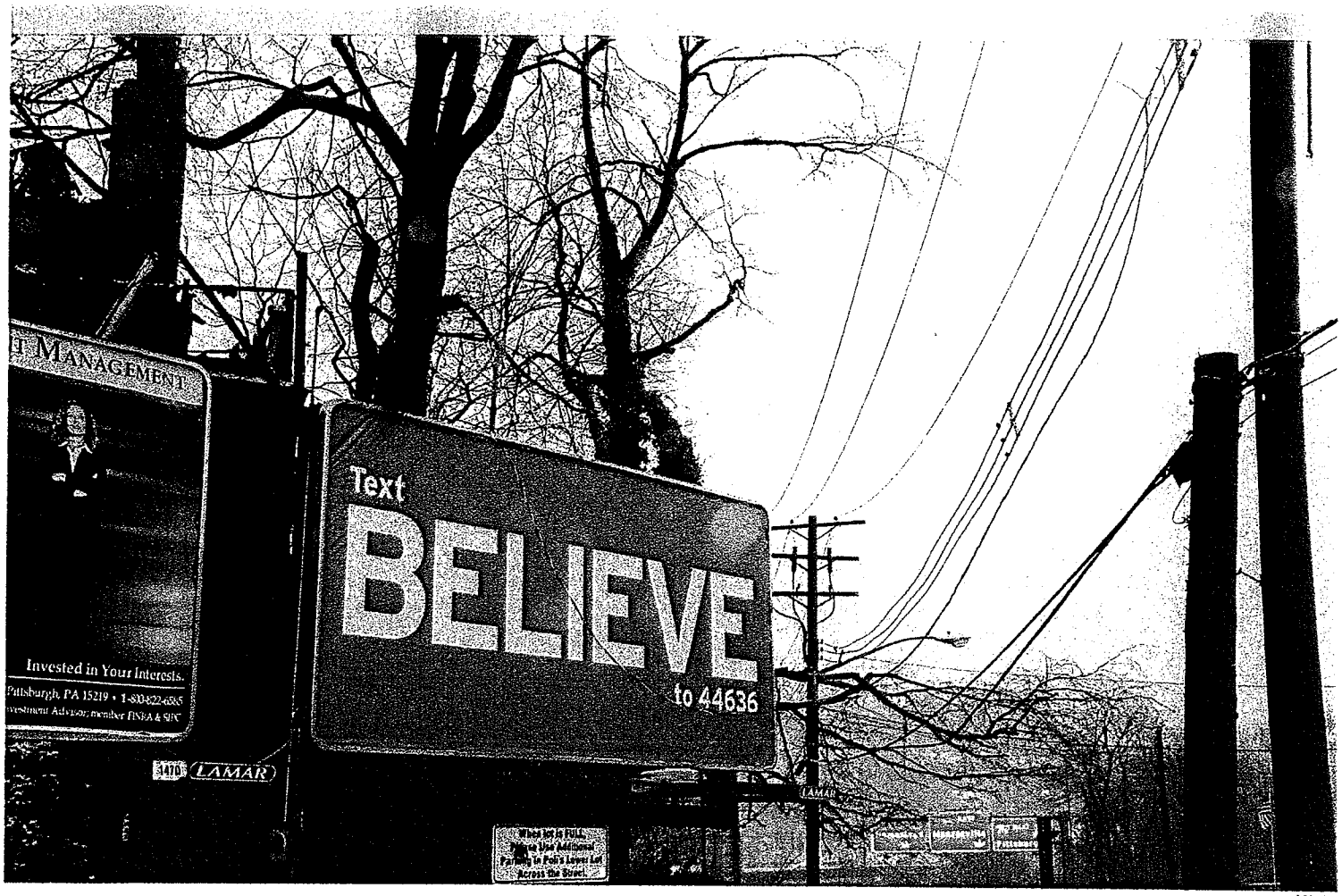
RWW/le

8-31-10 Rwd


MAST HEAD, ANCHOR POINTS AND WIRE CONNECTIONS AT FUNERAL HOME
ARCING IN PANEL
2
1
4
T-1
HIRSCH FUNERAL HOME (MURRAY AVE)
3 - WIRES FOR THE SINGLE PHASE 120/240 VOLT SERVICE FROM THE SECONDARY BUS TO THE MAST HEAD AT THE FUNERAL HOME
CONTINUOUS ELECTRIC PATH FROM MAST HEAD THROUGH ELECTRIC METER #4 TO ARCING IN PANEL #1 IN THE FUNERAL HOME
3 - BARE PRIMARY 4000 VOLT WIRES
SINGLE PHASE 120/240 VOLT BUS
UTILITY POLES ON FORWARD AVE.


3- PRIMARY BARE CONDUCTORS. 4000 VOLT PRIMARY CIRCUIT
1
2
3
SINGLE PHASE 120/240 VOLT BUS. 1- NEUTRAL CONDUCTOR 2&3 "HOT" LEGS
TRIPLEX SERVICE CONDUCTOR TO FUNERAL HOME
1- NEUTRAL CONDUCTOR
2&3 - "HOT" LEGS
1, 2, & 3
BROKEN POLE
REPLACED "NEW" POLE


REPLACED "NEW" POLE
BROKEN POLE


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IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

ALDERWOODS (PENNSYLVANIA), INC. a wholly-owned subsidiary of SERVICE CORPORATION INTERNATIONAL, t/a BURTON L. HIRSCH FUNERAL HOME,

Plaintiff,

v.

DUQUESNE LIGHT COMPANY,

Defendant.

CIVIL DIVISION

No. GD 09-14720

DEFENDANT'S THIRD SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION AND SECOND SET OF REQUESTS FOR ADMISSIONS DIRECTED TO PLAINTIFFS

Filed on Behalf of the Defendant:
Duquesne Light Company

Counsel of Record for This Party:

Bradley S. Tupi, Esquire
Pa. ID No. 28682

Erin M. Beckner, Esquire
Pa. ID No. 94086

TUCKER ARENSBERG, P.C.
Firm No. 287
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212
(412) 594-5619 - FAX
btupi@tuckerlaw.com
ebeckner@tuckerlaw.com

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

ALDERWOODS (PENNSYLVANIA), INC. a wholly-owned subsidiary of SERVICE CORPORATION INTERNATIONAL, t/a BURTON L. HIRSCH FUNERAL HOME,	CIVIL DIVISION No. GD 09-14720
Plaintiff,	
v.	
DUQUESNE LIGHT COMPANY,	
Defendant.	

DEFENDANT DUQUESNE LIGHT COMPANY'S THIRD SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION AND SECOND SET OF REQUESTS FOR ADMISSIONS DIRECTED TO PLAINTIFFS

Defendant, Duquesne Light Company ("Duquesne Light"), by its attorneys, Tucker Arensberg, P.C., pursuant to Pa. R.C.P. 4005, 4006, 4009.1, 4009.11, and 4009.12, demands that Plaintiffs serve full, complete, and verified answers under oath to the following Interrogatories and Requests for Production and attach copies of Documents requested within thirty (30) days. In accordance with the rules, any objections shall be signed by the attorney making them.

These Interrogatories and Requests for Production are continuing and shall require supplemental answers under oath if Plaintiffs or their attorneys or representatives obtain any additional information requested in the Interrogatories and Requests for Production prior to the time of trial.

INSTRUCTIONS FOR REQUESTS FOR ADMISSIONS

Pursuant to Pa. R.C.P. 4014, Defendant demands that Plaintiffs serve full, complete, and verified answers under oath to the following Requests for Admissions within thirty (30) days from the date of service. In accordance with Rule 4014, any objections shall be signed by the party or the attorney making them.

Each matter set forth shall be deemed admitted unless You serve an Answer or a proper objection upon counsel for Duquesne Light within thirty (30) days after the date of service.

If Your response to any Request is not an unqualified admission, Your answers shall specifically deny the matter or set forth in detail the reasons why You cannot truthfully admit or deny the matter.

These Requests for Admissions encompass all information, Documents and records that are in the possession, control or custody of Defendant or any of their agents, servants, attorneys and representatives.

If there is any claim of privilege relating to any Request for Admission, You shall set forth fully the basis for the claim of privilege, including the facts upon which You relied to support the claim of privilege in sufficient detail to permit the Court to rule on the propriety of the privilege.

If the Defendant fails to admit the truth of any matters as hereinafter requested and if Duquesne Light must thereafter prove the truth of any matter, Duquesne Light will apply to the Court for an Order requiring Defendant to pay Duquesne Light's reasonable expenses incurred in making its proof, including reasonable attorneys' fees.

INSTRUCTIONS AND DEFINITIONS

1. Document. Any original written, typewritten, handwritten, printed or recorded material, as well as all tapes, disks, nonduplicate copies and transcripts, which now or at any time have been in the possession, custody or control of or known to, the Person(s) answering these Interrogatories and/or any of the answering Person's present or former attorneys, agents, accountants, and/or other Persons acting or purporting to act on his/her behalf; and, without limiting the generality of the foregoing definition, but for the purposes of illustration only, "Document" includes books, records, correspondence, telegrams, communications, e-mail, electronically stored information, tapes, reports, contracts, accounts, accountants' work sheets, contracts, agreements, assumption agreements, stocks, bonds, securities, drafts, schedules, notes (including handwritten notes), memoranda, analyses, projections, indices, work papers, studies, investigations, diaries, calendars, appointment books, films, photographs, minutes of meetings, books of account, spread sheets, ledgers, invoices, receipts, confirmation slips, checks, drafts, logs, personal financial

statements, corporation financial statements, checking/savings account statements, and/or any other tangible representation of information which may be retrievable, including data compilations from which information can be used.

2. You/Your. Whenever the term "You" or "Your" is used, it refers to Plaintiffs, Burton L. Hirsch Funeral Home, Inc., Service Corporation International, or Alderwoods (Pennsylvania), Inc. as appropriate in the context of the request.

3. Without limitation of the term "control" as used in paragraph 2, a Document is deemed to be in Your control if You have the right to secure the Document or a copy from another Person or entity having actual possession.

4. If a Document is responsive to a request for identification or production and is in Your control, but is not in Your possession or custody, Identify the Person, as defined above, with possession or custody.

5. If any Document was, but is no longer, in Your possession or subject to Your control, state what disposition was made of it, by whom, and the date(s) or approximate date(s) on which disposition was made, and why.

6. "Any" includes the word "all" and "all" includes the word "any".

7. The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders. The past tense includes the present tense where the clear meaning is not distorted by change of tense.

8. "Funeral Home" refers to the Burton L. Hirsch Funeral Home located at 2704 Murray Avenue, Pittsburgh, PA 15217.

9. "Fire" refers to the fire that occurred at the Funeral Home on January 9, 2009, which is the subject of this case.

REQUEST FOR ADMISSION NO. 1

1. Admit that the electrical panel box #1 in the Funeral Home was owned by Plaintiffs at the time of the Fire.

RESPONSE:

Admit:_____ Deny:_____

INTERROGATORY NO. 1

1. If the Answer to Request for Admission No. 1 is anything but an unqualified admission, please state all facts concerning the denial of the Request for Admission.

ANSWER:

REQUEST FOR PRODUCTION NO. 1

1. Produce any and all Documents concerning of Your Answer to the preceding Interrogatory and Request for Admission.

RESPONSE:

REQUEST FOR ADMISSION NO. 2

2. Admit that all interior wiring in the Funeral Home was owned by Plaintiffs at the time of the Fire.

RESPONSE:

Admit:_____ Deny:_____

INTERROGATORY NO. 2

2. If the Answer to Request for Admission No. 2 is anything but an unqualified admission, please state all facts concerning the denial of the Request for Admission.

ANSWER:

REQUEST FOR PRODUCTION NO. 2

2. Produce any and all Documents concerning of Your Answer to the preceding Interrogatory and Request for Admission.

RESPONSE:

REQUEST FOR ADMISSION NO. 3

3. Admit that the Funeral Home was locked at the time of the Fire.

RESPONSE:

Admit:_____ Deny:_____

INTERROGATORY NO. 3

3. If the Answer to Request for Admission No. 3 is anything but an unqualified admission, please state all facts concerning the denial of the Request for Admission.

ANSWER:

REQUEST FOR PRODUCTION NO. 3

3. Produce any and all Documents concerning of Your Answer to the preceding Interrogatory and Request for Admission.

RESPONSE:

TUCKER ARENSBERG, P.C.

By:_____

Bradley S. Tupi, Esquire
Pa. ID No. 28682
Erin M. Beckner, Esquire
Pa. ID No. 94086
1500 One PPG Place
Pittsburgh, PA 15222

Attorneys for Defendant,
Duquesne Light Company

LIT:487036-1 014657-139188

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Defendant's Third Set of Interrogatories and Requests for Production and Second Set of Requests for Admissions Directed to Plaintiffs has been served upon the following party via e-mail and First Class U.S. mail, postage prepaid, at the address set forth below, on this 29 day of September, 2010:

Peter T. Parashes, Esquire
Alan J. Charkey, Esquire
White and Williams, LLP
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103

Erin M. Beckner

LIT:487036-1 014657-139188

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY

ALDERWOODS (PENNSYLVANIA), INC., a wholly-owned subsidiary of SERVICE CORPORATION INTERNATIONAL, T/A BURTON L. HIRSCH FUNERAL HOME

Plaintiff,

v.

DUQUESNE LIGHT COMPANY,

Defendant.

CIVIL DIVISION

Docket No. GD-09-14720

PLAINTIFF'S RESPONSE TO DEFENDANT DUQUESNE LIGHT COMPANY'S THIRD SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION AND SECOND SET OF REQUESTS FOR ADMISSIONS

Code No. 009 – Trespass-Other

Filed on behalf of Plaintiffs, Burton L. Hirsch Funeral Home, Inc. and Service Corporation International

Counsel of record for Plaintiff:

Peter T. Parashes, Esquire
Pennsylvania Identification No. 22436
Alan J. Charkey, Esquire
Pennsylvania Identification No. 77556

WHITE AND WILLIAMS LLP
Firm No. 683
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103
Telephone: (215) 864-7178

Party Represented by Out-of-County Counsel Only

JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

ALDERWOODS (PENNSYLVANIA), INC. A WHOLLY-OWNED SUBSIDIARY OF SERVICE CORPORATION INTERNATIONAL, T/A BURTON L. HIRSCH FUNERAL HOME	CIVIL DIVISION No. GD 09-14720

Plaintiff,

v.

DUQUESNE LIGHT COMPANY,

Defendant.

PLAINTIFF'S RESPONSES TO DEFENDANT DUQUESNE LIGHT COMPANY'S THIRD SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTIN AND SECOND SET OF REQUESTS FOR ADMISSIONS DATED SEPTEMBER 29, 2010

Plaintiff, Alderwoods (Pennsylvania), Inc., a wholly-owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home, by and through their attorneys White and Williams LLP, respond to Defendant Duquesne Light Company's Third Set of Interrogatories and Requests for Production and Second Set of Requests for Admissions dated September 29, 2010 as follows:

1. Admitted.

2. Request for Admission:

   Denied.

   Interrogatory:

   The meters and wires/conductors for the metering equipment including the wires/conductors used for remote monitoring of the meters are not owned by plaintiffs but by Duquesne Light.

Request for Production:

See photographs previously produced, that were taken by expert Rich Wunderely, that show remnants of metering equipment in the basement of the funeral home.

3. Request for Admission: Admitted.

WHITE AND WILLIAMS LLP

By: Peter T. Parashes, Esquire
Alan J. Charkey, Esquire

Attorneys for Plaintiff,
Alderwoods (Pennsylvania), Inc., a wholly-owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home

Date: 10/6/10

VERIFICATION

I, Peter T. Parashes, state that I am counsel for Alderwoods (Pennsylvania), Inc., a wholly-owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home, in the caption matter and that I have read the foregoing Plaintiff's Response to Defendant Duquesne Light Company's Third Set of Interrogatories and Request for Production and Second Set of Requests for Admissions and that the statements contained therein are true and correct to the best of my knowledge, information and belief.

I understand that this Verification is made pursuant to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Peter T. Parashes

WHITE AND WILLIAMS LLP
By: Peter T. Parashes, Esquire
Identification Number 22436
By: Alan J. Charkey, Esquire
Identification Number 77556
One Liberty Place
1650 Market Street, Suite 1800
Philadelphia, PA 19103
(215) 864-7000

Attorneys for Plaintiff,
Alderwoods (Pennsylvania), Inc., a wholly-owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home

BURTON L. HIRSCH FUNERAL HOME, INC., et al. v. DUQUESNE LIGHT COMPANY	IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY CIVIL DIVISION Docket No. GD-09-14720

CERTIFICATE OF SERVICE

I, Peter T. Parashes, Esquire, hereby certify that on October 6, 2010, I served a copy of Plaintiff's Response to Defendant Duquesne Light Company's Third Set of Interrogatories and Request for Production and Second Set of Requests for Admissions, upon counsel of record for the Defendant, Duquesne Light Company, Erin M. Beckner, Esquire, Tucker Arensberg, P.C., 1500 One PPG Place, Pittsburgh, PA 15222, by facsimile and first class mail.

WHITE AND WILLIAMS LLP

By: Peter T. Parashes, Esquire

Attorneys for Plaintiff,
Alderwoods (Pennsylvania), Inc., a wholly-owned subsidiary of Service Corporation International, t/a Burton L. Hirsch Funeral Home

SUPPLEMENT NO. 25
TO ELECTRIC – PA. P.U.C. NO. 24



SCHEDULE OF RATES

For Electric Service in Allegheny and Beaver Counties

(For List of Communities Served, see Pages No. 4 and 5)

Issued By

DUQUESNE LIGHT COMPANY
411 Seventh Avenue
Pittsburgh, PA 15219

Morgan K. O'Brien
President and Chief Executive Officer

ISSUED: June 25, 2009 EFFECTIVE: July 1, 2009

Issued in compliance with the Commission's order entered April 20, 2009, at Docket No. P-2008-2079461.

NOTICE

THIS TARIFF SUPPLEMENT REMOVES AN EXISTING RIDER, UPDATES RATES IN AN EXISTING RIDER, RATE SCHEDULES AND APPENDIX AND MAKES CHANGES IN AN EXISTING RIDER, RATE SCHEDULES AND APPENDIX

See Page Two

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES

Table of Contents
Ninth Revised Page No. 3
Cancelling Eighth Revised Page No. 3

The Table of Contents has been updated to reflect the addition of Page No. 2A and Page No. 2B – List of Modifications page.

Table of Contents
Ninth Revised Page No. 3
Cancelling Eighth Revised Page No. 3

In compliance with the Commission's Order at Docket No. P-2008-2079461 that approved the addition of Rider No. 8 – Default Service Supply, Rider No. 20 – Market Price Adjustment Rate Multiplier has been removed from the Tariff.

Rate GS/GM – General Service Small and Medium
Third Revised Page No. 41
Cancelling Second Revised Page No. 41

Third Revised Page No. 42
Cancelling Second Revised Page No. 42

Rate GMH – General Service Medium Heating
Third Revised Page No. 44
Cancelling Second Revised Page No. 44

Third Revised Page No. 45
Cancelling Second Revised Page No. 45

Third Revised Page No. 46
Cancelling Second Revised Page No. 46

Modifications have been made to the formatting of the Supply Charge under "Demand Charges" and "Energy Charges" and information has been modified under the "Maximum Average Charge" in Rate Schedule GS/GM and Rate Schedule GMH to reflect the addition of Rider No. 8 – Default Service Supply approved at Docket No. P-2008-2079461.

Rider No. 8 – Default Service Supply
Fifth Revised Page No. 88
Cancelling Fourth Revised Page No. 88

Rider No. 8 – Default Service Supply has been updated to include the Average Retail Supply Rate for the July 1, 2009, through December 31, 2009, Application Period resulting from the RFP results of May 19, 2009.

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES – (Continued)

Rider No. 20 – Market Price Adjustment Rate Multiplier

Fourth Revised Page No. 108
Cancelling Third Revised Page No. 108

Third Revised Page No. 109
Cancelling Second Revised Page No. 109

In compliance with the Commission's Order at Docket No. P-2008-2079461 that approved the addition of Rider No. 8 – Default Service Supply, Rider No. 20 – Market Price Adjustment Rate Multiplier has been removed from the Tariff.

Appendix A – Transmission Service Charge

Seventh Revised Page No. 113
Cancelling Sixth Revised Page No. 113

Third Revised Page No. 114
Cancelling Second Revised Page No. 114

Third Revised Page No. 115
Cancelling Second Revised Page No. 115

Second Revised Page No. 116
Cancelling First Revised Page No. 116

The transmission service charges for rate classes GS/GM and GMH have been modified to be consistent with the modified POLR supply rates for these rate classes in compliance with the Commission Order at Docket No. P-2008-2079461. The transmission service charges now reflect separate rates for Rate GS/GM and Rate GMH less than 25 kW and equal to or greater than 25 kW. In order to accommodate these modifications, wording was added to reflect these separations and existing wording was moved to an existing page.

DECREASES

Rate GS/GM – General Service Small and Medium

Third Revised Page No. 41
Cancelling Second Revised Page No. 41

Rate GMH – General Service Medium Heating

Third Revised Page No. 44
Cancelling Second Revised Page No. 44

Third Revised Page No. 45
Cancelling Second Revised Page No. 45

POLR supply rates in Rate Schedule GS/GM and Rate Schedule GMH have been modified to reflect the request for proposal (RFP) process approved at Docket No. P-2008-2079461.

LIST OF MODIFICATIONS MADE BY THIS TARIFF

DECREASES – (Continued)

Appendix A – Transmission Service Charge

Seventh Revised Page No. 113
Cancelling Sixth Revised Page No. 113

Second Revised Page No. 116
Cancelling First Revised Page No. 116

Tha transmission service charges for rate classes GS/GM and GMH have been modified to be consistent with the modified POLR supply rates for these rate classes in compliance with the Commission Order at Docket No. P-2008-2079461.

INCREASES

Appendix A – Transmission Service Charge

Seventh Revised Page No. 113
Cancelling Sixth Revised Page No. 113

Second Revised Page No. 116
Cancelling First Revised Page No. 116

The transmission service charges for rate classes GS/GM end GMH have been modified to be consistent with the modified POLR supply rates for these rate classes in compliance with the Commission Order at Docket No. P-2008-2079461.

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(C) – Indicates Change

LIST OF COMMUNITIES SERVED

The Company renders service in portions of Allegheny and Beaver Counties, Pennsylvania. Electric service is available in all localities where the Company has distribution facilities, including all or a portion of the following cities, boroughs and townships.

ALLEGHENY COUNTY

Cities and Boroughs

Aspinwall	Dormont	Jefferson	Rosslyn Farms
Avalon	Dravosburg	Leetsdale	Sewickley
Baldwin	Duquesne	Liberty	Sewickley Heights
Bell Acres	East McKeesport	Lincoln	Sewickley Hills
Bellevue	East Pittsburgh	McKeesport	Sharpsburg
Ben Avon	Edgewood	McKees Rocks	Swissvale
Ben Avon Heights	Edgeworth	Millvale	Thornburg
Bethel Park	Emsworth	Monroeville	Trafford
Blawnox	Etna	Mt. Oliver	Turtle Creek
Braddock	Forest Hills	Munhall	Verona
Braddock Hills	Fox Chapel	North Braddock	Versailles
Brentwood	Franklin Park	Oakmont	Wall
Carnegie	Glassport	Osborne	West Homestead
Castle Shannon	Glenfield	Pennsbury Village	West Mifflin
Chalfant	Green Tree	Pittsburgh	West View
Churchill	Haysville	Pleasant Hills	Whitaker
Clairton	Heidelberg	Plum	Whitehall
Coraopolis	Homestead	Port Vue	White Oak
Crafton	Ingram	Rankin	Wilkinsburg
			Wilmerding

Townships

Aleppo	Kilbuck	Ohio	Shaler
Baldwin	Leet	Penn Hills	Stowe.
Collier	McCandless	Pine	Upper St. Clair
Crescent	Moon	Reserve	West Deer
Findlay	Mt. Lebanon	Richland	Wilkins
Hampton	Neville	Robinson	
Indiana	North Versailles	Ross	
Kennedy	O'Hara	Scott	

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 2
TO ELECTRIC – PA. P.U.C. NO. 24
FIRST REVISED PAGE NO. 5
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LIST OF COMMUNITIES SERVED - (Continued)

BEAVER COUNTY

Cities and Boroughs

Aliquippa	East Rochester	Glasgow	Patterson Heights
Ambridge	Eastvale	Hookstown	Rochester
Baden	Economy	Industry	Shippingport
Beaver	Fallston	Midland	South Heights
Beaver Falls	Frankfort Springs	Monaca	West Mayfield
Bridgewater	Freedom	New Brighton	
Conway	Georgetown	Ohioville	

Townships

Brighton	Hanover	New Sewickley	Raccoon
Center	Harmony	Patterson	Rochester
Daugherty	Hopewell	Potter	Vanport
Greene	Independence	Pulaski	White

ISSUED: DECEMBER 22, 2006

EFFECTIVE: JANUARY 6, 2007

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 10
TO ELECTRIC – PA. P.U.C. NO. 24
SECOND REVISED PAGE NO. 6
CANCELLING FIRST REVISED PAGE NO. 6

RULES AND REGULATIONS

THE ELECTRIC SERVICE TARIFF

1. **FILING AND POSTING** A copy of the tariff, comprising the Rules and Regulations, Rates and Riders, and governing electric service, is filed with the Pennsylvania Public Utility Commission and is posted and open to inspection at the offices of the Company where payments are made by customers.

2. **REVISIONS** The tariff is subject to such change and modification as may be made from time to time in the manner prescribed by the Public Utility Law. If any rate for electric service is increased, the affected customer shall have the option of discontinuing service, but shall be obligated to pay the increased rate from the effective date thereof until service has been discontinued.

3. **APPLICATION** Rates of the tariff apply only to the Company's Standard Service delivered from overhead supply lines except in certain restricted areas where the Company is required to provide underground distribution. Riders of the tariff amend or modify the terms governing the electric service under the rates to which they apply. Standard Service is alternating current of sixty cycles frequency, conforming as to voltage and phase with the following list of standard nominal service delivery voltages.

SINGLE-PHASE	THREE-PHASE	
120 volts, 2 wire	120/208 volts, 4 wire	11,500 volts, 3 wire
120/240 volts, 3 wire	230 volts, 3 wire	13,200/23,000 volts, 4 wire
120/208 volts, 3 wire	277/480 volts, 4 wire	23,000 volts, 3 wire
230 volts, 2 wire	460 volts, 3 wire	69,000 volts, 3 wire
460 volts, 2 wire	2,400 volts, 3 wire	138,000 volts, 3 wire
230/460 volts, 3 wire	2,400/4,160 volts, 4 wire	345,000 volts, 3 wire
2,400 volts, 2 wire		
23,000 volts, 2 wire		

The supply of electricity may be provided by the Company or by an alternative EGS. Rates for the supply of electricity shall apply per applicable tariffs of the Company or the EGS. (C)

3.1 **DEFINITIONS**

(1) **Aggregator or Market Aggregator** - An entity, licensed by the Commission, that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.

(2) **Basic Services** - The services necessary for the physical delivery of electricity service including supply, transmission and distribution. Unless indicated otherwise, "electric service" or "service" used throughout this tariff shall have the same meaning. (C)

(3) **Broker or Marketer** - An entity, licensed by the Commission, that acts as an agent or intermediary in the sale and purchase of electric energy but does not take title to electric energy.

(4) **Commission** - The Pennsylvania Public Utility Commission.

(5) **Company** - Duquesne Light Company.

(C) – Indicates Change

ISSUED: JULY 12, 2007

EFFECTIVE: JANUARY 1, 2008

RULES AND REGULATIONS - (Continued)

THE ELECTRIC SERVICE TARIFF - (Continued)

3.1 DEFINITIONS - (Continued)

(6) **Customer** - A retail electric customer or potential customer of retail electricity service who are direct purchasers of electric power for use at their facility. Unless indicated otherwise, "retail customer" and "customer" used throughout this tariff shall have the same meaning. A residential customer is a natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service, or any adult occupant whose name appears on the mortgage, deed or lease of the property of which the residential utility service is requested.

(7) **Default Service** - The Company will provide electricity to the customer in the event that a customer: 1) elects not to obtain electricity from an EGS; 2) elects to have the Company supply electricity after having previously purchased electricity from an EGS; 3) contracts with an EGS who fails to supply electricity, or 4) or has been returned to Default Service by the EGS under circumstances as described in Rule No. 45.2 of this Tariff. (C)

(8) **Direct access** - The right of EGSs and retail customers to utilize and interconnect with the electric transmission and distribution system of the Company on a non-discriminatory basis at rates and terms and conditions of service comparable to the Companies' own use of the system to transport electricity from any generator of electricity to any retail customer.

(9) **Distribution Charges** - Basic service charges for delivering electricity over a distribution system (e.g. wires, transformers, substations and other equipment) to the home or business from the transmission system. The distribution charge is regulated by the Commission. These charges include basic service under 52 Pa. Code §56.15 (4) (relating to billing information) and universal service, as applicable.

(10) **Electric Distribution Company (EDC)** - Duquesne Light Company (the Company) owning and providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners or operators that manage the internal distribution system serving such building or facility and that supply electric power and other related electric power services to occupants of the building or facility.

(11) **Electric Generation Suppliers (EGS)** - A person or corporation, including municipal corporation, which provides service outside its municipal limits except to the extent provided prior to January 1, 1997. This includes brokers and marketers, aggregators or any other entities that sell to end-use customers electricity or related services utilizing the jurisdictional transmission or distribution facilities of an electric distribution company. The term excludes building or facility owner/operators that manage the internal distribution system for the building or facility and that supply electric power and other related power services to occupants of the building or facility. The term also excludes electric cooperative corporations except as provided in 15 Pa. C.S. Ch. 74 (relating to generation choice for customers of electric cooperatives).

RULES AND REGULATIONS - (Continued)

THE ELECTRIC SERVICE TARIFF - (Continued)

3.1 DEFINITIONS - (Continued)

(12) **Electricity Provider** - The term refers collectively to the EDC, EGS, electricity supplier, marketer, aggregator and/or broker, as well as any third party acting on behalf of these entities.

(13) **Non-Basic Services** - Optional recurring services which are distinctly separate and clearly not required for the physical delivery of electric service.

(14) **Renewable Resource** - Includes technologies such as solar photovoltaic energy, solar thermal energy, wind power, low-head hydropower, geothermal energy, landfill or other biomass-based methane gas, mine-based methane gas, energy from waste and sustainable biomass energy.

(15) PJM – PJM Interconnection, L.L.C.

(16) **PJM Tariff** - the PJM Open Access Transmission Tariff on file with the FERC and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area.

(17) **Supply Charges** - Basic service charges for acquiring or producing electricity for supply to retail customers. This excludes charges for transmission or other charges related to electric service. (C)

(18) **Transmission Charges** - Basic charges for the cost of transporting electricity over high voltage wires from the generator to the distribution system of the Company billed to customers that acquire their electricity from the Company. Customers who choose to acquire electricity from an EGS will be billed for transmission services by the EGS.

3.2 **ELECTRIC GENERATION SUPPLIER TARIFF** The rules and guidelines provided in the Company's "Electric Generation Supplier Coordination Tariff" (Supplier Tariff) shall apply to EGS's accessing the Company's transmission and distribution systems to supply electricity to retail customers. Those rules and guidelines pertaining to direct access procedures shall apply accordingly to customers who elect to purchase part or all of their electricity from an EGS. Copies of these rules may be obtained at the Company's offices.

4. **CONTRACTS** The Company reserves the right to require non-residential customers to sign a written contract indicating the rate for electric service and to require a contract term which, in the judgment of the Company, is sufficient to justify the cost of any facilities installed for the exclusive use of the customer. Customers who have facilities extended for their exclusive use will be permitted to purchase electricity from an EGS according to the provisions of direct access and 66 Pa.C.S. § 2807. Extension of such facilities will not be conditioned on the customer's agreement to purchase supply from the Company. Receipt of electric service by any entity, however, shall constitute the receiver a customer of the Company, subject to its rules and regulation, whether service is based upon contract, agreement, accepted signed application or otherwise. The customer shall notify the Company, in advance of receipt of electric service, of the customer's name, address to which the electricity is to be delivered, the address to which the bill is to be mailed, the date delivery of electricity is to commence, and provide information requested by the Company regarding the customer's credit standing. The customer shall notify the Company to cancel electric service and the customer shall be responsible for payment for all electric charges until the customer has so notified the Company to cancel electric service. (C)

RULES AND REGULATIONS - (Continued)

THE ELECTRIC SERVICE TARIFF - (Continued)

CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS

4. CONTRACTS – (Continued)

The Company at its sole discretion may enter into special contracts for electric service with industrial or commercial customers having load of at least 100 kW to address changing business needs or operating conditions, for incremental sales of at least 100 kW from existing or new industrial customers, or to address less expensive competitive alternatives for energy to be used for applications other than space heating. If requested by the Company, the customer shall provide to the Company, on a confidential basis, all information, records and financial analysis necessary to evaluate the customer's request for a special contract.

Terms and conditions of service will be mutually agreed upon by the Company and the customer and included in a signed contract, which will be filed with the Public Utility Commission. The Company at its sole discretion may request Public Utility Commission approval. The terms of the agreement will be confidential upon filing with the Commission. Rates established under special contracts will be sufficient to recover, at a minimum, all appropriate incremental costs. Any special contracts written to become effective on or after January 1, 2007, shall apply only to charges for the distribution service provided by the Company.

The contract shall contain all terms and conditions and the rates and charges to be paid for electric service. The contract shall be for a period of no less than five years and no greater than ten years.

The contract will be terminated by the Company if the Company charges are not paid when due as specified in Tariff Rule No. 21, before the addition of the Late Payment Charge. Upon termination of the contract under these conditions, the regular electric tariff rates will be applied to electric service rendered from that point forward. A new special contract will not be made available to a customer whose previous special contract was terminated because of failure to pay bills as specified in Tariff Rule No. 21. (C)

RULES AND REGULATIONS - (Continued)

THE ELECTRIC SERVICE TARIFF - (Continued)

CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS

4. CONTRACTS – (Continued)

- The Company will calculate the PJM capacity and ancillary service charges described in Rider No. 9 excluding Pennsylvania gross receipts taxes.
- The Company will subtract the ancillary service charges for the applicable rate schedule embedded in the generation rates. The embedded charges are $0.17/kW and $0.000387/kWh for rate schedule GL.
- This difference will be divided by (1 - Pennsylvania gross receipts tax rate) to determine the incremental PJM capacity and ancillary services charge.

For contracts that contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract and the customer will be eligible to obtain electricity from an EGS only in accordance with the terms and conditions of the customer's contract. Upon expiration of their contract, special contract customers will default to Rider No. 9 - Hourly Price Service. (C)

RULES AND REGULATIONS - (Continued)

CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS - (Continued)

5. **DEPOSITS AND ADVANCE PAYMENTS** The Company reserves the right to require a cash deposit from applicants taking service for a period of less than thirty days, in an amount aqual to the estimated gross bill for Company charges for such temporary service. The gross bill for Company charges shall include all fixed, demand and energy charges for Company charges in accordance with the applicable tariff. Deposits may be required from all other applicants when creditworthiness has not been established or from existing customers when such customer's credit standing is impaired by delinquent payments of any two consecutive electric bills for Company charges excluding any unpaid EGS bills, if any, or three or more electric bills for Company charges within tha preceding 12 months or as a condition to tha reconnection of service or by failure to comply with a settlement or payment agreement.

The amount of the deposit will be basad on Company charges in an amount that is equal to one-sixth of the applicant's estimated annual bill or one-sixth of tha actual averega annual bill for existing customers. Tha Company is not required to provide service if the full amount of the cash deposit is not paid. An applicant or existing customer may furnish a third party guarantor in lieu of a cash deposit, with the provision of a written gueranty setting forth the terms therein. Tha guarantor will be responsible for all missed paymants of the applicant or customer.

The Company will pey interest on residentiel cash deposits at the rate six percent per annum without deduction for any taxes thereon commencing Decembar 14, 2004. For all other cash deposits, the Company will pey interest at tha lower of the average of 1-year Treasury Bills for September, October and November of the previous yeer beginning May 1, 1995 and January 1, 1996 and each year thereafter, or six percent per annum without deduction for any taxes thereon, providad that interest accrued prior to April 14, 1995 shall be calculated at 6%. On deposits held for more than one year, accrued interest will be paid at tha end of each anniversary yeer. Upon the return of a deposit, any unpaid interest accrued thereon will be paid.

Deposits secured from a residential applicant or customer shall be returned to the depositor when a timely payment history has been established, or after a maximum of 24 months. A timely payment history is established when a customer has paid undisputed bills in full and on time for 12 consecutive months. Should a customer bacoma delinquent prior to establishing a timely payment history, the Company may deduct the outstanding balance from the deposit. Deposits secured from other than residentiel customers shall be returned to the depositor upon annual review provided such depositor shall have paid undisputed bills during those consecutive 12 months without having service terminated and without having paid the bill subsequent to the due date so long as the customer is not currently delinquent. Payment of any disputed bill, where the payment is withheld beyond the due date set forth on the face of the bill at issue and the dispute over which is terminated substantially in favor of the customer, shall be made by the customer within 15 days following the termination of that dispute in order to be deemed timely. Where service is discontinued, tha deposit and unpaid interest accrued thereon to the date of discontinuance of service, less the amount of all bills due the Company, will promptly be paid to the customer.

The Company reserves the right to require payment in advance for seasonal service, when the applicants elect to take such service, in an amount aquel to the estimated gross Company charges for such seasonal service as determined by the provisions of the rate under which this service is taken.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE

6. **INSTALLATION RULES** Service installations shall be made in accordance with the Company's "Electric Service Installation Rules," copies of which may be obtained at the Company's offices.

7. **SUPPLY LINE EXTENSIONS**

A. **Definitions**

For the purposes of this rule, the following definitions are applicable:

(1) **Contractor cost** - The amount paid to a contractor for work performed on a line extension.

(2) **Direct labor cost** - The pay and expenses of public utility employees directly attributable to work performed on line extensions, but does not include construction overheads or payroll taxes, workers' compensation expenses, or similar expenses.

(3) **Direct material cost** - The purchase price of materials used for a line extension, but does not include the related stores expenses. In computing direct material costs, proper allowance should be made for unused materials recovered from temporary structures, and discounts allowed and realized in the purchase of materials.

(4) **Total construction cost** - The contractor cost, direct labor cost, direct material cost, stores expense, construction overheads, payroll taxes, workers' compensation expenses, or similar expenses.

(5) **Current Year** - For purposes of calculating a revenue guarantee, current year shall be each consecutive period of 12 calendar months following the date permanent electric delivery service was first provided to a customer.

(6) **Income Tax** - Federal and State tax relating to the tax liability of contributions in aid-of-construction.

B. **Overhead Areas**

(1) In areas where the existing supply lines are overhead, the Company will construct and maintain extensions of all single-phase overhead supply lines operating at 23,000 volts or less to the customer's property line without a guarantee of revenue.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

7. SUPPLY LINE EXTENSIONS - (Continued)

B. Overhead Areas - (Continued)

(2) In areas where the existing supply lines are overhead, the Company will construct and maintain extensions of all three-phase overhead supply lines, operating at 23,000 volts or less, which are usable as a part of its general supply system without a guarantee of revenue. When the three-phase supply line extension is to supply service exclusively to a single customer, such a supply line will be extended to the customer's property line only if a guarantee of revenue is provided by the customer over a period of five years which is sufficient to recover the actual total construction cost of the three-phase overhead line extension, less the estimated total construction cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer represents a credit risk, the Company may require an up-front contribution in aid of construction (CIAC) from the customer to recover the total cost of construction. A customer may choose the option to make a CIAC rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a CIAC when appropriate. Any additional CIAC payment required will include the related income tax.

(3) When the customer has a severe fluctuating or unbalanced load, or requests an alternate routing or a deviation from the Company's standard overhead construction practices, the additional cost incurred plus the related income tax will be borne by the customer and will not be included when determining the revenue guarantee amount.

C. Underground Areas

(1) In areas where the existing supply lines are underground outside the limits of a residential development covered by Tariff Rule 13.2, the Company will construct and maintain extensions of all single-phase underground supply lines operating at 23,000 volts or less which are usable as part of its general supply system without a guarantee of revenue. When the single-phase supply line extension is to supply electricity exclusively to a single customer, such a supply line will be extended to the customer's property line only if a guarantee of revenue is provided by the customer, over a period of five years which is sufficient to recover the actual total contractor cost, direct labor cost and direct material cost for the full length of the single-phase underground line extension, less the estimated total contractor cost, direct labor cost, and direct material cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer represents a credit risk, the Company may require an up-front contribution in

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

7. SUPPLY LINE EXTENSIONS - (Continued)

C. Underground Areas - (Continued)

aid of construction (CIAC) from the customer to recover the total cost of construction. A customer may choose the option to make a CIAC rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a CIAC when appropriate. Any additional CIAC payment required will include the related income tax.

(2) In areas where the existing supply lines are underground outside of the limits of a residential development covered by Tariff Rule 13.2, the Company will construct and maintain extensions of all three-phase underground supply lines operating at 23,000 volts or less which are usable as part of its general supply system without a guarantee of revenue. When the three-phase supply line extension is to supply service exclusively to a single customer, such a supply line will be extended to the customer's property line only if a guarantee of revenue is provided by the customer over a period of five years which is sufficient to recover the actual total construction cost of the three-phase underground line extension, less the estimated total construction cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer represents a credit risk, the Company may require an up-front contribution in aid of construction (CIAC) from the customer to recover the total cost of construction. A customer may choose the option to make a CIAC rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a CIAC when appropriate. Any additional CIAC payment required will include the related income tax.

(3) When the customer has a severe fluctuating or unbalanced load, or requests an alternate routing or a deviation from the Company's standard underground construction practices, the additional cost plus the related income tax will be borne by the customer and will not be included when determining the revenue guarantee amount.

D. Rights-of-Way

Before construction of a line extension, satisfactory rights of way and other necessary permits must be granted to the Company for the construction of the supply line extension along the route selected by the Company. The customer agrees to pay the Company any initial and recurring rights-of-way or license fees in excess of an amount normally incurred by the Company in constructing and maintaining the supply line extension.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

7. SUPPLY LINE EXTENSIONS - (Continued)

E. Revenue Guarantees

The revenue guarantee amount shall be the estimated cost of the line extension. The annual revenue guarantee amount shall be the revenue guarantee amount, divided by the number of years in the guarantee period. The annual revenue guarantee amount will be reviewed yearly and will be adjusted to the minimum charges as provided in the applicable rate schedule on the following basis:

(1) When the total of the monthly Company delivery charges at the end of the current year is less than the annual revenue guarantee amount, a payment equal to the difference plus the related income tax where applicable shall be immediately due and payable.

(2) When the total of the monthly Company delivery charges within the number of years in the guarantee period, equals or exceeds the revenue guarantee amount, no further payments are required. Any prior payments in excess of the revenue guarantee amount will be refunded with accrued interest.

(3) If an additional customer is served from the line extension, the revenue guarantee amount will be reduced to the cost of the line extension which is used exclusively to serve the single customer. If the cost of the line extension to serve the new customer would increase the revenue guarantee amount for an existing customer, the extension shall be considered as a new line extension.

(4) In the event the customer discontinues or cancels service before the end of the guarantee period, the balance of the revenue guarantee amount plus the related income tax where applicable shall be immediately due and payable.

F. Contributions in Aid of Construction

The Contribution in Aid of Construction (CIAC) will be refunded to the customer over the five-year revenue guarantee period to the extent that the revenue from the customer satisfies the revenue guarantee.

(1) When the total of the monthly Company delivery charges at the end of the current year is greater than or equal to one-fifth of the CIAC, a refund of one-fifth of the CIAC will be made to the customer.

(2) When the total of the monthly Company delivery charges at the end of the current year is less than one-fifth of the CIAC, a refund of one-fifth of the CIAC less the revenue shortfall will be made to the customer.

(3) At the end of the five-year revenue guarantee period, a final reconciliation of delivery charges during the period will be made against the CIAC. If the total delivery charges paid exceed or equal the original CIAC, any remaining CIAC will be returned to the customer. If the total delivery charges paid are less than the original CIAC, the remaining CIAC will be retained by the Company.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

8. CONNECTION CHARGES The Company reserves the right to make a reasonable charge including the related income tax, payable in advance, for service lines and for equipment installed for the exclusive use of a customer which exceed Company established standards described in the Company's "Electric Service Installation Rules."

9. RELOCATIONS OF FACILITIES

A. Pole Removal or Relocation for Residential Customers

When requested by a residential property owner who is not otherwise entitled to receive condemnation damages to cover the cost of the pole removal or relocation or who is not requesting a pole removal or relocation as the result of damages caused by the intentional or negligent conduct of any party, the Company will when it is practicable, subject to the execution and receipt of required easements, licenses or municipal permits, remove or relocate a pole or poles and associated attachments, upon receipt, in advance, of the Company's estimated contractor or direct labor and direct material costs associated with the particular pole removal or relocation, less any maintenance expenses avoided as a result of the pole removal or relocation.

For purposes of this Rule, the following definitions are applicable:

(1) **Contractor costs** - Amount paid by the utility to a contractor for work performed on a pole removal or relocation.

(2) **Direct labor costs** - includes pay and expenses of public utility employees directly attributable to work performed on pole removals or relocations. Excludes payroll taxes, workmen's compensation, similar items of expense and construction overhead costs.

(3) **Direct materials costs** - Includes the purchase price of materials used in performing a pole removal or relocation and excludes the related stores expenses. Proper allowance shall be made for unused materials, and materials recovered from temporary structures, and for discounts allowed and realized in purchase of materials.

(4) **Income tax** - Federal and State tax relating to the tax liability of contributions in aid-of-construction.

B. Other Company Facilities for all Customers

When requested or required by the action of a customer or a third party, relocation of Company facilities, except those covered under Section A of this Rule, will be performed by the Company upon receipt, in advance, of the Company's estimated total direct and indirect costs including the related income tax of such relocations from the customer or such third party. The Company may waive charges under this rule if, in the Company's judgment, the location of the Company's existing supply line and/or service line on the customer's property restricts the growth of the customer's operations and the potential increase in the Company's revenues.

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

10. **ONE SERVICE OF A KIND** Only one service of each type as to voltage and phase will be provided to a customer under one contract; provided, however, that when, in the judgment of the Company, compliance with Rule No. 17, Fluctuations and Unbalances, may be most economically effected by establishing a separate service connection for a portion of the customer's load, such separate service connection may, at the option of the customer, be combined, notwithstanding similarity as to voltage and phase, with other service connections under a single contract for the customer's entire electric delivery service requirements at the affected location. Electric service at different premises, regardless of voltage or phase, shall never be combined for billing under one account for the purpose of reducing Company charges.

11. **METER SUPPORTS** The customer shall provide on the premises, at a location satisfactory to the Company, proper space, supports, and enclosures for metering equipment.

12. **TRANSFORMERS AND CONTROL EQUIPMENT** Where, in the judgement of the Company, it is necessary to install transformers and other control or protective equipment on the customer's premises, the customer shall provide a suitable place, foundation and housing for such installation, in accordance with the Company's "Electric Service Installation Rules."

13. **CUSTOMER'S FACILITIES** The installation and maintenance of the customer's wiring and equipment shall be in accordance with the Company's "Electric Service Installation Rules" and shall be subject to the approval of the proper authorities. The Company is not required to provide electric service thereto unless so approved, but does not assume any responsibility for securing such approval. The Company shall not be liable for damages or injuries resulting from any defects in the customer's wiring or equipment.

13.1 UNDERGROUND DISTRIBUTION

A. When the Company is required by governmental order or enters into agreements with redevelopment authorities, a private real estate developer or a group of customers to change its distribution supply lines from overhead to underground, customers receiving or to receive electric service at voltages of 600 volts or less from these supply lines shall provide at their own expense the necessary facilities for receiving such underground service.

B. Underground Service Lines from Overhead Supply Lines

(1) Service Line Voltages Under 600 Volts.

(a) Where an underground service line is installed from the Company's overhead, street secondary supply lines, the customer shall furnish and install all conductors and conduit in accordance with the Company's "Electric Service Installation Rules."

(2) Service Line Voltages Over 600 Volts.

(a) Where the Company's supply lines are overhead, the customer shall furnish and install all conduits or ducts for the underground primary service line within the street area as well as all necessary conduit, ducts, manholes and junction boxes on private property in accordance with the Company's "Electric Service Installation Rules."

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS

A. Definitions

The following words and terms, when used in this rule shall have the following meanings, unless the text clearly indicates otherwise.

(1) **Applicant for Electric Service** - The developer of a recorded plot plan consisting of five or more lots, or of one or more five-unit apartment houses.

(2) **Developer** - The party responsible for constructing and providing improvements in a development, that is, streets, sidewalks, and utility-ready lots.

(3) **Development** - A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or mobile homes and one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric service to such project necessitates extending the Company's existing distribution lines.

(4) **Distribution line** - An electric supply line of untransformed voltage which delivers energy to one or more service lines.

(5) **Service line** - An electric supply line of transformed voltage which delivers service to a residence or building as described in the Company's construction standards.

(6) **Subdivider** - The party responsible for dividing a tract of land into building lots which are not to be sold as utility-ready lots.

(7) **Subdivision** - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or one or more five-unit apartment houses, all of which are intended for year-round occupancy, if providing electric delivery service to such subdivision necessitates extending the Company's existing distribution lines.

B. Installation of Distribution and Service Lines

Distribution and service lines installed under an application for electric service within a development will be installed underground; will conform to the Company's construction standards, the Pennsylvania PUC regulation 57.26 of Title 52 (relating to construction and maintenance of facilities), the specifications set forth in the National Electric Safety Code (NESC), and will be owned and maintained by the Company. Pad-mounted transformers will be installed as a Company construction standard. Excavating and backfilling shall be performed by the developer of the project or by another agent as the developer may authorize. Installation of service-related Company facilities will be performed by the Company or by another agent as the Company may authorize. Street-lighting lines installed then or thereafter within the same development will also be installed underground, upon terms and conditions prescribed elsewhere in the Company's tariff. The Company

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

B. Installation of Distribution and Service Lines – (Continued)

will not be liable for injury or damage occasioned by the willful or negligent excavation, breakage, or other interference with its underground lines occasioned by anyone other than its own employees or agents.

Nothing in this rule shall prohibit the Company from performing its own excavating and backfilling for greater system design flexibility. However, no charges to the developer other than those specified in C(4) of this rule will be charged.

C. Applicants for Electric Service

The applicant for electric service to a development shall conform with the following:

(1) At its own cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the Company for occupancy by distribution, service and street-lighting lines and related facilities.

(2) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within six inches of final grade, so that the Company's part of the installation shall consist only of laying of the lines and installing other service-related facilities. Excavating and backfilling performed or provided by the applicant will follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the applicant's excavating and backfilling, the excavating and backfilling will be corrected or redone by the applicant or its authorized agent. Failure to comply with the Company's construction standards and specifications permits the Company to refuse utility service until the standards and specifications are met.

(3) Request electric service at such time that the lines may be installed before curbs, pavements and sidewalks are laid; carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with other utilities sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary costs and delay.

(4) Pay to the Company any necessary and additional costs incurred by the Company as a result of the following:

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

C. Applicants for Electric Service - (Continued)

(a) Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the applicant for electric service and is acceptable to the Company.

(b) A change in the plot plan or final grade elevations by the applicant for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.

(c) Physical characteristics such as oversized lots or lots with extreme set-back where under the Company's line extension policy contained in its tariff a charge is mandated for overhead service.

(5) No charges other than those described in paragraph (4) of this rule shall be borne by the applicant for electric service or by any other utility sharing the same trench, even if the Company elects to perform its own excavating and backfilling.

(6) No charges other than those described in paragraphs (4) or (5) will be borne by the applicant, even if the Company elects to perform its own trenching and backfilling.

D. Installing Distribution Lines Beyond Boundary of Development

Whenever the distance from the end of the Company's existing distribution line to the boundary of the development is 100 feet or more, the 100 feet of new distribution line nearest to but outside such boundary shall be installed underground if practicable; and whenever such distance is less than 100 feet from said boundary, all of the new distribution line nearest to but outside such boundary shall be installed underground if practicable. The installation required by this paragraph shall be provided by the Company, without cost to the applicant. However, the developer must provide the excavating and backfilling.

E. Classification of Charges

Amounts the Company receives under paragraph C(4) (relating to applicant for electric service) will be credited to Contributions in Aid of Construction.

F. Exceptions

(1) Whenever the Company or any affected person believes that the application of the tariff rule works an undue hardship, involves a physical impossibility, or is otherwise inappropriate, the Company or persons may request an exception from the underground requirements of paragraphs A through E of this rule (relating to definitions, installation of distribution and service lines, applicant for electric service, installing distribution lines beyond boundary of development, and calculation and classification of charges) by providing the Pennsylvania Public Utility Commission with the following:

RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

F. Exceptions – (Continued)

(a) A copy of the recorded plot plan of the development for which the exception is being sought.

(b) A letter petition setting forth:

(i) the name of the applicant

(ii) the location and size of the development involved

(iii) the names of the electric utility and telephone utility which will provide service to that development

(iv) the date on which construction began or will begin; whether the development is a new development or one phase in a development to be completed in several phases; and whether facilities in the area surrounding the development have been installed underground or overhead.

(2) Upon the filing of an exception request, the Commission staff will notify the utilities involved and the appropriate local government authority, review the facts stated in the request, and issue to the applicant and the utility an informal written report and decision within 180 days of the request for an exception. Failure of the party requesting an exception to supply sufficient data within 180 days of the period shall result in the automatic denial of the request.

(3) A public utility or any affected person may appeal the informal decision rendered by Commission staff by filing a letter petition with the Secretary of the Commission stating the facts in question and requesting a hearing. All appeals shall be referred to the Commission's Office of Administrative Law Judge for hearing and decision.

(4) If an exception request initiated by an applicant for electric service is granted, and the applicant thereafter desires underground electric service, then paragraphs B and C (relating to installation of distribution and service lines and applicant for electric service) will apply as if no exception had been granted.

G. Applicability

This rule shall apply to applications for service to developments, which are filed with the Company after June 30, 1984.

H. Subdivisions

Underground facilities in new residential developments are only required by paragraphs A through G (relating to underground electric service in new residential developments)

RULES AND REGULATIONS - (Continued)

MEASUREMENT AND USE OF SERVICE

13.2 UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS - (Continued)

H. Subdivisions – (Continued)

when a bona fide developer exists, that is, only when utility-ready lots are provided by the developer. A mere subdivision is not required to have underground service. Should the lot owner or owners in a subdivision desire underground service, the service will be provided by the Company if the lot owner or owners, at their option, either comply with paragraph C (relating to applicants for electric service) or pays to the Company charges that are contained in the Company's tariff for underground electric service not required by this rule.

13.3 BUILDING ENERGY CONSERVATION STANDARDS FOR RECEIPT OF UTILITY SERVICE FOR RESIDENTIAL BUILDINGS Pursuant to the requirements of amended Pa. Code §69.101 through §69.107, the following provisions are incorporated in this Tariff:

The Company must receive proof of compliance with, or exemption from, the insulation standards set forth in the Building Energy Conservation Act (Act 222) prior to providing electric service for any purpose, including temporary electric service for residential building construction purposes, to (1) new residential buildings, (2) additions to existing residential buildings, and (3) renovated residential buildings located in municipalities that have not elected to administer Act 222.

Proof of compliance shall be made by furnishing the Company with a "Notice of Intent to Construct" form certified by Pennsylvania's Department of Community Affairs.

Upon request, the Company will provide information and the required forms for compliance with Act 222.

14. MEASUREMENT OF SERVICE The quantity of energy recorded by the Company's meters for billing purposes shall be final and conclusive, except where the meters fail to register or are determined to be in error; in these instances, the quantity delivered during the period in question shall be estimated, after due consideration of previous or subsequent properly measured deliveries. Tests of meters made upon written request of the customer will be in accordance with the rules and regulations of the Pennsylvania Public Utility Commission. See Rule 42 for more detail on meter inspections.

14.1 METER READING INTERVALS For billing purposes, the Company will read meters at scheduled regular monthly intervals.

14.2 CUSTOMER REQUEST FOR SPECIAL METERING If a customer wishes to replace the Company billing meter, to the extent technically possible, the Company will offer, provide and support a selection of qualified meters that conform with Company standards. The Company will perform the installation within a reasonable amount of time and at the expense of the customer. The customer must pay for such metering equipment based on the net incremental cost of purchasing and installing the new equipment. The Company will own and maintain all such new metering equipment. The Company will continue to read the meter for billing purposes, and to obtain the data to be used to fulfill its obligations in satisfying arrangements with the EGS as required.

RULES AND REGULATIONS - (Continued)

MEASUREMENT AND USE OF SERVICE - (Continued)

14.2 CUSTOMER REQUEST FOR SPECIAL METERING – (Continued)

The Company has adopted a program that provides all customers with meters to provide date for normal monthly billing services. In the event that a residential or small commercial customer, or an EGS on behalf of a residential or small commercial customer, requests an upgrade to an Alpha Powerplus meter, which the Compsny provides for large commercial and industrial customers, installation of that meter will be provided at a cost of $586.00, plus additional costs if a dedicated phone line is not provided by the customer. These net incremental charges, as set forth in the Compeny's Advance Meter Catalog, may be paid to the Compeny by either the customer or the EGS, or jointly by the customer and the EGS pursuant to a mutual agreement.

14.3 **SUB-METERING** If a customer wishes to have metering installed in addition to the Company installed meter, the meter must be installed on the customers electrical system and at the expense of the customer.

15. **INABILITY TO READ RESIDENTIAL METERS** When scheduled readings of kilowatt-hour meters are not obtained because of inability to gain access to the meter location, the customer may read his meter end furnish the Company the reading on cards supplied by the Company, or by telephone to the Company, in which case the bill will be rendered on the basis of such reading; otherwise, the Company will estimate the bill. No more than five (5) successive bills will be rendered on readings made by the customer.

15.1 **INABILITY TO READ COMMERCIAL OR INDUSTRIAL METERS** When scheduled readings of kilowatt-hour and demand meters are not obtained, the Compsny may render an interim statement for each month until the meters ere read.

16. **USE OF SERVICE BY CUSTOMER** The customer shall use the electric service only at the premise where service is established; and after electric service has been established, shall notify the Company of any change in connected load, demand, or other conditions of use. The customer shall notify the Company of other on site sources of electric generation or electricity concurrently produced as a by-product of another process or electricity produced utilizing renewable resources. Customers who own and operate electric generation equipment shall conform with the Company's "Electric Service Installation Rules", copies of which may be obtained at the Company's offices. For customers who own and operate electric generation, the provisions of Rider No. 16, "Service to Non-Utility Generating Facilities" and Rider No. 21, "Net Metering Service" may also apply. (C)

17. **FLUCTUATIONS AND UNBALANCES** The customer's use of electric service shall not cause fluctuating loads or unbalanced loads of sufficient magnitude to impair the service to other customers or to interfere with the proper operation of the Company's facilities. The Company may require the customer to meke such changes in his equipment or use thereof, or to install such corrective equipment, as may be necessary to eliminate fluctuating or unbalanced loads; or, where the disturbances caused thereby may be eliminated more economically by changes in or additions to the Company's facilities, the Company will, at the request of the customer, provide the necessary corrective facilities at a reasonable charge. Payment will be made in full in advance for supplying special equipment installed under this Rule.

RULES AND REGULATIONS - (Continued)

MEASUREMENT AND USE OF SERVICE - (Continued)

18. **REDISTRIBUTION** All electric energy shall be consumed by the customer to whom the Company supplies and delivers such energy, except that (1) a customer operating a separate office building, and (2) eny other customer who, upon showing that special circumstances exist, obtains the written consent of the Company may redistributa electric energy to tenants of such customer, but only if such tenants are not required to make a specific payment for such energy, except where such payments would encourege energy consarvation. This rule shall not affect eny practice undertaken prior to June 1, 1965. See Rule No. 41 for special requirements for residentiel dwelling units in a building.

19. **CONTINUITY AND SAFETY** The Company will use all reesonabla care to provide safe and continuous delivary of electricity but shall not be liable for any damages arising through interruption of the delivery of electricity or for injury to persons or property resulting from the use of the electricity delivered.

BILLS AND NET PAYMENT PERIODS

20. **BILLING** The Company will render a bill monthly for electric service.

20.1 **BILLING OPTIONS** Customers who elect to purchase their electricity from an EGS may choose: (1) Consolidated Billing and receive a single bill from the Company that includes Company charges and EGS charges; or (2) Separate Billing and receive one bill from the Company for Company charges and a second bill from the EGS for EGS charges. The customer's billing option will be communicated to the Company by the EGS, in accordance with the provisions contained in the Supplier Tariff. (C)

20.2 **BILLS** Bills lor electric service are due and payable upon presentation and may be paid at the general offices of the Company during its regular office hours or to any of its collecting agencies during the regular office hours of such agencies. For customers who select an EGS and who select the Separate Billing Option, payment of the bill from the EGS is due to the EGS per the EGS terms and conditions. When the meter readings are taken at other than monthly intervals or when the elapsed time between meter readings is substantially greater or less than one month, the rate values applicable to monthly delivery periods will be adjusted.

21. **NET PAYMENT** Payments made direct at the payment receiving offices of the Company or payments made direct to the Company's agencies by the due date will be accepted by the Company in the amount billed. Payments made by mail may be accepted in the amount billed by the Company, at its option if: (1) the date of mailing as determined by the Post Office date stamp on the anclosing envelope is on or before the dua date, or (2) the payment is received within five days after the due date. A Late Payment Charge will be added to Company charges for failure to make payment of the bill in accord with the above.

21.1 **PAYMENT OF BILLS FOR RESIDENTIAL SERVICE** The Company will designate a due date on its bill which shall be a business day no less than 20 days from the date of transmittal of the bill. When the due date lor residential service occurs from the 21st day of the month through the 5th day of the following month, the due date may be extended upon request to the 6th day of the latter month for ratepayers receiving Social Security or equivalant monthly checks on or about the first of the month.

RULES AND REGULATIONS - (Continued)

BILLS AND NET PAYMENT PERIODS – (Continued)

21.2 **PARTIAL PAYMENT OF BILLS** For customers who submit payments which are insufficient to cover all of the charges billed by the Company, including EGS charges for those customers who have selected consolidated billing, the Company will apply the payment based upon their outstanding balance, if any, and their current bill, as follows: (1) past-due distribution charges; (2) past-due transmission charges; (3) current distribution charges; (4) current transmission charges; (5) past-due supply charges; (6) current supply charges; and (7) non-basic service charges. (C)

21.3 **RETURNED CHECK OR ACCESS DENIED CHARGE** If a check or access device as defined by Pennsylvania law received in payment of a Customer's account is returned to the Company unpaid by the Customer's bank and cannot be redeposited by the Company for payment, a $20.00 charge for the returned check will be added to the Customer's account.

COMPANY PROPERTY ON CUSTOMER'S PREMISES

22. **ACCESS TO PREMISES** Company representatives, who are properly identified, shall have full and free access to the customer's premises at all reasonable times for the purpose of reading Company meters, for inspection and repairs, for removal of Company property, or for any other purpose incident to the service. The customer should immediately communicate with the Company in case of any question as to the authority or credentials of Company representatives.

23. **CUSTOMER'S RESPONSIBILITY** The customer shall protect the property of the Company on the premises and shall not permit access thereto except by authorized representatives of the Company.

24. **TAMPERING** Where evidence is found that the service wires, meters, switch box or other appurtenances on the customer's premises have been tampered with, the customer shall be required to bear all costs incurred by the Company for investigations and inspections, and for such protective equipment as, in the judgment of the Company, may be necessary (including the relocation of inside metering equipment to an accessible outside location); and in addition, where the tampering has resulted in improper measurement of the electricity delivered, the customer shall be required to pay for such electric delivery service, and any Company supplied electricity, including interest at the Late Payment Charge rate, as the Company may estimate, from available information to have been used but not registered by the Company's meters.

25. **REPAIRS OR LOSSES** The customer shall pay the Company for any repairs to or any loss of the Company's property on the premises when such repairs are necessitated, or loss occasioned, by negligence on the part of the customer or failure to comply with the rules and regulations under which service is furnished.

DISCONTINUANCE, CURTAILMENT OR INTERRUPTION OF ELECTRIC SERVICE

26. **ARREARS** The Company upon reasonable notice may terminate electric service and remove its equipment from the premises for nonpayment of undisputed Company service charges, Company charges as the default service charges or EGS receivables purchased by the Company up to the amount that the customer would have paid under Default Service rates during the non-payment period, pursuant to Duquesne's Electric Generation Supplier Coordination Tariff Rule No. 12.1.7. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service." (C)

(C) – Indicates Change

RULES AND REGULATIONS - (Continued)

DISCONTINUANCE, CURTAILMENT OR INTERRUPTION OF ELECTRIC SERVICE – (Continued)

26.1 **COLLECTION REVIEW** The Company shall review accounts monthly for collection purposes. The Company shall pursue collection of residential accounts on a monthly basis where permitted by applicable regulations.

27. **CONTRACTS OR APPLICATIONS** Where electric service has been established without the customer first having executed a written contract or application, the Company reserves the right to terminate electric service and remove its equipment from the premises upon reasonable notice in case the customer refuses or neglects to execute a written contract or application when requested so to do by the Company. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

28. **DEPOSITS** The Company reserves the right to terminate electric service and remove its equipment from the premises upon reasonable notice in case the customer refuses or neglects to post a cash deposit based on Company charges when requested to do so by the Company, as provided under Rule No. 5. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

29. **UNDERGROUND SERVICE** The Company reserves the right to terminate electric service and remove its equipment from the premises upon reasonable notice when the customer refuses or neglects to provide at his own expense the necessary facilities for receiving underground service, as provided under Rule No. 13.1. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

30. **HAZARDOUS AND IMPROPER CONDITIONS** The Company may terminate electric service and remove its equipment from the premises if in the judgment of the Company the customer's installation has become dangerous or defective, or if the Company has received a notice from the proper authorities that the customer's equipment is dangerous or defective, or if the customer's equipment or use thereof injuriously effects the equipment of the Company or the Company's service to other customers. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

31. **MISREPRESENTATIONS** The Company reserves the right to terminate electric service and remove its equipment from the premises in case the customer has made misrepresentations to the Company with respect to the customer's identity or the use of the electric service. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

32. **REDISTRIBUTION** The Company reserves the right to terminate electric service and remove its equipment from the premises upon reasonable notice in case the customer redistributes the electric service contrary to the provisions set forth in this tariff. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

RULES AND REGULATIONS - (Continued)

DISCONTINUANCE, CURTAILMENT OR INTERRUPTION OF ELECTRIC SERVICE - (Continued)

33. **INACCESSIBILITY** The Company may terminate electric service and remove its equipment from the premises upon reasonable notice in case meter readers or other authorized representatives of the Company cannot gain admittance or are refused admittance to the premises for the purpose of reading meters, making repairs, making inspections, or removing Company property, or in case the customer interferes with Company representatives in the performance of their duties. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

34. **TAMPERING** The Company may terminate electric service and remove its equipment from the premises in case the Company's property on the premises has been interfered with, or in case evidence is found that the service wires, meters, switch-box or other appurtenances on the premises have been tampered with. When a residential customer or residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

35. **REPAIRS AND LOSSES** The Company may terminate electric service and remove its equipment from the premises upon reasonable notice in case the customer shall neglect or refuse to reimburse the Company for repairs to or loss of the Company's property on the premises when such repairs are necessitated, or loss occasioned, by negligence on the part of the customer. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

36. **WRITS AND LEVIES** The Company reserves the right to terminate electric service and remove its equipment from the premises upon reasonable notice in case a Writ of Execution is issued against the customer, or in case the premises at which service is supplied is levied upon, or in case of assignment or act of bankruptcy on the part of the customer. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

37. **INTERRUPTIONS FOR REPAIRS** The Company reserves the right to curtail or temporarily interrupt customers' electric service upon prior notice of the cause and expected duration of interruption when it shall become necessary so to do in order that the Company may make repairs, replacements or changes in its equipment on or off the premises of the customers.

38. **GOVERNMENTAL AUTHORITY** The Company reserves the right to curtail, interrupt, or discontinue electric service without notice in case it becomes necessary for the Company so to do in compliance with any order or request of any governmental authority. Notice of the cause and expected duration of the interruption will be given to affected customers as soon as possible.

39. **CURTAILMENT WITHOUT NOTICE** The Company reserves the right to curtail, interrupt or discontinue electric service without prior notice to the extent required to meet emergencies. Notice of the cause and expected duration of the interruption will be given to effected customers as soon as possible.

RULES AND REGULATIONS - (Continued)

DISCONTINUANCE, CURTAILMENT OR INTERRUPTION OF ELECTRIC SERVICE - (Continued)

39.1 **EMERGENCY LOAD CONTROL** Pursuant to order of Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff: Whenever the demands for power on all or part of the Company's system exceed or threaten to exceed the capacity then actually and lawfully available to supply such demands, or whenever system instability or cascading outages could result from actual or expected transmission overloads or other contingencies, or whenever such conditions exist in the system of another public utility or power pool with which the Company's system is interconnected and cause a reduction in the capacity available to the Company from that source or threaten the integrity of the Company's system, a load emergency situation exists. In such case, the Company shall take such reasonable steps as the time available permits to bring the demands within the then-available capacity or otherwise control load. Such steps shall include but shall not be limited to reduction or interruption of electric service to one or more customers, in accordance with the Company's procedures for controlling load.

The Company shall establish procedures for controlling load including schedules of load shedding priorities to be followed in compliance with the foregoing paragraph, may revise such procedures from time to time, and shall revise them if so required by Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at each office at which the Company maintains a copy of its tariff for public inspection, and another such copy shall be kept on file with Commission's Bureau of Conservation, Economics and Energy Planning.

39.2 **EMERGENCY ENERGY CONSERVATION** Pursuant to order of the Pennsylvania Public Utility Commission, the following provision is incorporated in this tariff:

Whenever events occur which are actually resulting, or in the judgment of the Company threaten to result, in a reduction in the supply of electricity which results from conditions such as a restriction of the fuel supplies available to the Company or its energy vendors, such that the amount of electric energy which the Company is able to supply is or will be adversely affected, by the loss of third party supply etc., an emergency energy conservation situation exists.

In the event of an emergency energy conservation situation, the Company shall take such reasonable measures as it believes necessary and proper to maintain the system until need to conserve has passed. Such measures may include, but shall not be limited to, reduction, interruption, or suspension of electric service to one or more of its customers or classes of customers in accordance with the Company's procedure for emergency energy conservation.

The Company shall establish procedures for emergency energy conservation, including if it deems necessary, schedules of service interruption and suspension priorities to be followed as prescribed by the foregoing paragraph.

When a state of emergency is declared by the Governor, or other appropriate governmental authority, and during the period of that emergency, upon notification of the customer by the Company, the customer shall take the actions required by the procedures for emergency energy conservation. During the period of that emergency the appropriate customers will be billed under the provisions of Rider No. 17 - Emergency Energy Conservation.

RULES AND REGULATIONS - (Continued)

DISCONTINUANCE, CURTAILMENT OR INTERRUPTION OF ELECTRIC SERVICE - (Continued)

39.2 EMERGENCY ENERGY CONSERVATION - (Continued)

The Company may revise such procedures from time to time, and shall revise them if so required by the Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at each office at which the Company maintains a copy of its tariff for public inspection, and another such copy shall be kept on file with the Commission's Bureau of Conservation, Economics and Energy Planning.

40. **RECONNECTION CHARGE** Where service has been discontinued under the terms of Rules No. 26 through 36, inclusive, the Company reserves the right as a condition precedent to the reconnection of service to require the payment of all arrearages for Company charges and a deposit, and to require the payment of the following appropriate reconnection charge:

A. $50.00 for resumption of electric service to the same customer within a year of the service disconnection or termination where service has been disconnected at the meter.

B. $250.00 for resumption of electric service to the same customer within a year of the service disconnection or termination where service has been disconnected at the pole.

C. $250.00 for resumption of electric service to the same customer within a year of the service disconnection or termination when the connection is an aerial tap.

D. $89.00 for reconnection of a transformer to the same General Service customer within a year of the service disconnection or termination.

When a residential customer or residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

Where electric service has been discontinued upon the request of the customer and where the customer requests that service be reconnected at the same location within a period of one year from the date that electric service was discontinued, the Company reserves the right as a condition precedent to the reconnection of service to require the payment of all arrearages for Company charges which will consist of the minimum charge applicable to such customer's service during the period of discontinuance.

Where electric service to a non-residential customer has been terminated under the terms of Rules No. 30 and/or 34, and such condition was the direct result of tampering, the Company reserves the right as a condition precedent to the reconnection of service to require payment of all costs incurred by the Company for investigations and inspections, and for such protective equipment deemed necessary by the Company.

RULES AND REGULATIONS - (Continued)

DISCONTINUANCE, CURTAILMENT OR INTERRUPTION OF ELECTRIC SERVICE - (Continued)

41. **PROHIBITION OF RESIDENTIAL MASTER METERING** Each residential dwelling unit in a building must be individually metered by the Company for buildings connected after January 1, 1981. For the purposes of the Rule, a dwelling unit is defined as:

> One or more rooms for the use of one or more persons as a housekeeping unit with space for eating, living, and sleeping, and permanent provisions for cooking and sanitation.

This Rule does not preclude the use of a single meter for the common areas and common facilities of a multi-tenant building.

This Rule shall not effect any practice undertaken prior to January 1, 1981.

GENERAL PROVISIONS

42. **METER TESTING** The Company will inspect or test the accuracy of a meter at the request of the customer or an EGS for whom the meter registers service, but reserves the right to require payment of the fees set forth in 52 Pa. Code § 57.22 for such test. This rule shall apply to the inspection or testing of special meters described in Rule No. 14.2.

43. **OTHER SERVICES** The Company may, where possible, provide and charge a reasonable fee for services including, but not limited to, energy audits, equipment inspections, technical reports and other similar services, at the request of the customer. Where possible, the Company will give an advanced, written estimate of the cost to provide the service.

44. **SURGE PROTECTION SERVICE** Surge Shield ™, a surge suppression device that will reduce or eliminate voltage surges, is available to customers pursuant to the terms and conditions set forth below. The device is mounted behind the meter socket at the customer's premise.

A. **Availability**

The Company will provide Surge Shield ™, to any customer with a 120/240 volt single-phase meter upon request, provided that the customer is determined by the Company to have an acceptable credit history.

B. **Billing**

A charge of $4.65 per month for Surge Protection Service will be billed quarterly for a total of $13.95. (One hundred and forty customers who elected monthly billing in the initial stage of the pilot program were subsequently offered a $0.25 per quarter discount to accept quarterly billing. This discount will remain in effect for those customers.) At the Company's option, monthly billing may be offered in the future.

RULES AND REGULATIONS - (Continued)

GENERAL PROVISIONS – (Continued)

44. SURGE PROTECTION SERVICE – (Continued)

C. Payment Terms

Bills are due and payable on or before twenty (20) days for residential customers and fifteen (15) days for all other customers from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the bill. Non-payment of the charges for Surge Protection Service will result in termination of the service and removal of the Surge Shield ™ device. Termination of the Surge Protection Service will not impact the continuity of basic service.

D. Contract Term

An initial contract of one year is required, renewable thereafter from month to month.

E. Termination of the Service

Termination prior to the conclusion of the initial contract term will result in a $50 service charge for removal of the device. Thereafter, a one month notice of termination is required and the customer will not be charged for removal of the device.

F. Liability

In the event that a customer's equipment and/or appliance is damaged as a direct result of the failure or malfunction of Surge Shield ™, Duquesne will be responsible for the repair or replacement of the equipment and/or appliance for up to $1,000 per occurrence.

45. SUPPLIER SWITCHING The Company will accommodate requests by customers to switch EGSs in accordance with 52 Pa. Code Chapter 57, Subchapter M "Standards for Changing a Customers Electricity Generation Supplier." Customers are permitted to purchase electricity from only one EGS per billing cycle. Customers who elect to return to the Company from an EGS will return at the charges of the applicable rate. Switching by customer shall occur in accordance with the direct access procedures, and in accordance with the provisions contained in this Tariff and the Supplier Tariff.

45.1 SWITCHING PROTOCOLS Upon receipt of the request by the Company from the customer or authorized party to change the EGS, the Company will send the customer a confirmation letter notifying the customer of the proposed change and their right to rescind. If the customer does not contact the Company within 10 days of the date on the confirmation letter, then the Company will process the selection. The selection will be effective as of the next scheduled meter read date and the EGS will become the EGS of record for delivery provided that: (1) the Company has received at least 10 days prior notice from the EGS; (2) and all required customer information including the customer's name, service address, customer account number, proposed EGS and confirmation that the proposed EGS has agreed to provide the services is provided to the Company is accurate and complete; (3) the 10-day waiting period has expired; and (4) the customer has not contacted the Company to dispute the EGS selection. If the required information to process a change to an EGS is not provided, the customer shall either call the Company with the necessary

RULES AND REGULATIONS - (Continued)

GENERAL PROVISIONS - (Continued)

45.1 SWITCHING PROTOCOLS – (Continued)

information or supply signed written authorization before the change is processed. If during the 10-day waiting period, the Customer elects to rescind its new EGS selection, the Company will notify the rejected EGS of the rescission. In the event the customer rescinds their EGS selection after the 10-day waiting period, the customer will be required to remain with the selected EGS for a minimum of one billing cycle.

45.2 SUPPLIER SWITCHING OPTIONS Customers who take Default Service from the Company may switch to an EGS at any time provided such notice is made to the Company in accordance with the switching protocols Rule No. 45.1. If a customer's service with an EGS is scheduled to terminate at some future date, that customer may renew that service with the same EGS or enter into a new contract with another EGS for service without returning to Default Service, provided such notice is made in accordance with the switching protocols. The customer may return to Default Service at the applicable tariff rates in effect at the time service is rendered to the customer. Only the customer may initiate the switch from EGS service to return to the Company's Default Service. The customer must notify the Company by telephone, in person or by written correspondence to initiate the switch to return to Default Service. The Company, however, will permit a customer to return to Default Service in a switch initiated by the customer's EGS through standard EDI procedures in the following circumstances: (1) the customer's failure to pay for service rendered by the EGS, (2) the complete abandonment of service in the Company's service area by the customer's EGS, (3) to remedy a case of inadvertent slamming of the customer, and (4) the expiration of the term of the customer's contract with the EGS, provided that the customer's contract with the EGS is a standard one commonly used by the EGS to provide service to other customers with similar service requirements and the expiration dates of the contract are not otherwise designed to game supply around Default Service rates by returning the customer to Default Service when wholesale energy prices have increased and EGS service to the customer has become uneconomic. Upon receipt of notice from an EGS to switch a customer from Default Service to the EGS, or notice from the customer of its intention to return to Default Service, the Company will provide the customer with a confirmation letter confirming the change in electricity supply unless otherwise instructed by the customer within 10 days. (C)

46. PROVISION OF LOAD DATA The Company will provide to a customer or its authorized representative historical data in accordance with all current regulatory requirements of direct access once each calendar year for no fee. All subsequent requests by the customer, and all requests for historical data by the EGSs or other customer authorized consultant will be provided in accordance with the Supplier Tariff.

47. TAX INDEMNIFICATION If Duquesne Light Company becomes liable under Section 2806(g) or 2809(c) of the Public Utility Code, Pa. C.S. §§ 2806(g) and 2809(f), for Pennsylvania state taxes not paid by an Electric Generation Supplier (EGS), the non-compliant EGS shall indemnify Duquesne for the amount of additional state tax liability imposed upon Duquesne by the Pennsylvania Department of Revenue due to the failure of the EGS to pay or remit to the Commonwealth the tax imposed on its gross receipts under Section 1101 of the Tax Report Code of 1971 or Chapter 28 of Title 66.

(C) – Indicates Change

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 10
TO ELECTRIC – PA. P.U.C. NO. 24
SECOND REVISED PAGE NO. 32
CANCELLING FIRST REVISED PAGE NO. 32

RATE RS - RESIDENTIAL SERVICE

AVAILABILITY

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, and general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

MONTHLY RATE

CUSTOMER CHARGE

Customer Distribution Charge $7.00

ENERGY CHARGES

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour	
All kilowatt-hours	4.2313	7.1560	(I)

ELECTRIC CHARGES

Customers who elect to purchase their electric supply requirements from the Company will be charged according to the above charges. (C)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges. (C)

(C) – Indicates Change (I) – Indicates Increase

ISSUED: JULY 12, 2007 EFFECTIVE: JANUARY 1, 2008

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 2
TO ELECTRIC – PA. P.U.C. NO. 24
FIRST REVISED PAGE NO. 33
CANCELLING ORIGINAL PAGE NO. 33

RATE RS - RESIDENTIAL SERVICE - (Continued)

MONTHLY RATE - (Continued)

ELECTRIC CHARGES – (Continued)

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

MINIMUM CHARGE

The Minimum Charge shall be the Customer Distribution Charge.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before twenty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period. A Late Payment Charge on a disputed bill may be reduced or eliminated by the Company, or upon order by the Commission, to facilitate payment by the disputing customer.

SPECIAL PROVISIONS

RESIDENTIAL GARAGE

A separately metered 240 volt (or less) single phase service to a detached residential garage utilized solely for storing a residential customer's vehicle(s) and that is located on the same property as the residential customer's dwelling unit will be considered residential use and may be serviced under the terms of this rate.

OPTIONAL BUDGET PAYMENT PLAN

An Optional Budget Payment Plan offers the ratepayer the option of paying a budget amount each month as estimated by the Company or the actual account balance of the current bill including any arrearages.

ISSUED: DECEMBER 22, 2006 EFFECTIVE: JANUARY 6, 2007

RATE RH - RESIDENTIAL SERVICE HEATING

AVAILABILITY

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise, and as the sole primary method of space heating except that the space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

MONTHLY RATE

CUSTOMER CHARGE

Customer Distribution Charge.....$7.00

WINTER MONTHLY RATE

For the Billing Months of November through April:

ENERGY CHARGES (C)

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour			
		01/01/2008	01/01/2009	01/01/2010	
First 500 kilowatt-hours	4.2313	7.1560	7.1560	6.6950	(D)
Additional kilowatt-hours	2.1912	4.4358	5.9501	6.8950	(I)

SUMMER MONTHLY RATE

For the Billing Months of May through October:

ENERGY CHARGES (C)

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour			
		01/01/2008	01/01/2009	01/01/2010	
All kilowatt-hours	4.2313	7.1560	7.1560	6.6950	(D)

RATE RH - RESIDENTIAL SERVICE HEATING - (Continued)

MONTHLY RATE - (Continued)

ELECTRIC CHARGES

Customers who elect to purchase their electric supply requirements from the Company will be charged according to the above charges. (C)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges. (C)

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

MINIMUM CHARGE

The Minimum Charge shall be the Customer Distribution Charge.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before twenty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period. A Late Payment Charge on a disputed bill may be reduced or eliminated by the Company, or upon order by the Commission, to facilitate payment by the disputing customer.

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 2
TO ELECTRIC – PA. P.U.C. NO. 24
FIRST REVISED PAGE NO. 36
CANCELLING ORIGINAL PAGE NO. 36

RATE RH - RESIDENTIAL SERVICE HEATING - (Continued)

SPECIAL PROVISIONS

RESIDENTIAL GARAGE

A seperately metered 240 volt (or less) single phase service to a detached residential garage utilized solely for storing a residential customer's vehicle(s) and that is located on the same property as the residential customer's dwelling unit will be considered residential use and may be served under the terms of this rate. To be served under the terms of this rate, the garage must use the Company's service as the sole primary method for space heating maintaining a winter time temperature of 55° F. or more.

SPACE HEATING EQUIPMENT

Space heating equipment must be permanently installed, thermostatically controlled and must be approved by the Company.

Any renewable energy source system that produces electric energy may not be interconnected with circuits supplied by the Company's service except upon written approval from the Company.

OPTIONAL BUDGET PAYMENT PLAN

An Optional Budget Peyment Plan offers the ratepayer the option of paying a budget amount each month as estimated by the Company or the actual account balance of the current bill including any arrearages.

ISSUED: DECEMBER 22, 2006

EFFECTIVE: JANUARY 6, 2007

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 10
TO ELECTRIC – PA. P.U.C. NO. 24
SECOND REVISED PAGE NO. 37
CANCELLING FIRST REVISED PAGE NO. 37

RATE RA - RESIDENTIAL SERVICE ADD-ON HEAT PUMP

AVAILABILITY

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise, and an add-on heat pump for space heating. Other energy sources may be used to supplement the add-on heat pump provided that the supplemental energy source is thermostatically controlled to operate only when the outdoor temperature falls to at least 40° F and the add-on heat pump cannot provide the total heating requirements.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

MONTHLY RATE

CUSTOMER CHARGE

Customer Distribution Charge $7.00

WINTER MONTHLY RATE

For the Billing Months of November through April:

ENERGY CHARGES (C)

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour			
		01/01/2008	01/01/2009	01/01/2010	
First 500 kilowatt-hours	2.8953	7.1560	7.1560	7.1560	(D)
Additional kilowatt-hours	1.4894	4.1667	5.6713	7.1560	(I)

SUMMER MONTHLY RATE

For the Billing Months of May through October:

ENERGY CHARGES (C)

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour			
		01/01/2008	01/01/2009	01/01/2010	
All kilowatt-hours	2.8953	7.1560	7.1560	7.1560	(D)

(C) – Indicates Change (D) – Indicates Decrease (I) – Indicates Increase

ISSUED: JULY 12, 2007

EFFECTIVE: JANUARY 1, 2008

RATE RA - RESIDENTIAL SERVICE ADD-ON HEAT PUMP - (Continued)

MONTHLY RATE - (Continued)

ELECTRIC CHARGES

Customers who elect to purchase their electric supply requirements from the Company will be charged according to the above charges. (C)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges. (C)

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

MINIMUM CHARGE

The Minimum Charge shall be the Customer Distribution Charge.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before twenty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period. A Late Payment Charge on a disputed bill may be reduced or eliminated by the Company, or upon order by the Commission, to facilitate payment by the disputing customer.

RATE RA - RESIDENTIAL SERVICE ADD-ON HEAT PUMP - (Continued)

SPECIAL PROVISIONS

SPACE HEATING EQUIPMENT

Space heating equipment must be permanently installed, thermostatically controlled and must be approved by the Company.

The add-on heat pump and supplemental heating device must be equipped with a thermostatically operated control system which operates the add-on heat pump as the primary heating system until the outdoor temperature falls to at least 40° F.

OPTIONAL BUDGET PAYMENT PLAN

An Optional Budget Payment Plan offers the ratepayer the option of paying a budget amount each month as estimated by the Company or the actual account balance of the current bill including any arrearages.

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 10
TO ELECTRIC – PA. P.U.C. NO. 24
SECOND REVISED PAGE NO. 40
CANCELLING FIRST REVISED PAGE NO. 40

RATE GS/GM - GENERAL SERVICE SMALL AND MEDIUM

AVAILABILITY

Available for all the standard electric service taken on a small or medium general service customer's premises for which a residential rate is not available.

MONTHLY RATE FOR NON-DEMAND METERED CUSTOMERS

CUSTOMER CHARGE

Customer Distribution Charge $7.00

ENERGY CHARGES (C)

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour			
		01/01/2008	01/01/2009	01/01/2010	
All kilowatt-hours	4.2313	7.2720	7.2720	7.2720	(D)(I)

MONTHLY RATE FOR DEMAND METERED CUSTOMERS LESS THAN 25 kW (C)

CUSTOMER CHARGE

Customer Distribution Charge $30.00

DEMAND CHARGES (C)

	Distribution Charge $ per kilowatt	Supply Charge $ per kilowatt			
		01/01/2008	01/01/2009	01/01/2010	
First 5 kilowatts or less of Demand	No Charge	No Charge	No Charge	No Charge	
Additional kilowatts of Demand	4.84	6.19	3.09	No Charge	(D)

ENERGY CHARGES (C)

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour			
		01/01/2008	01/01/2009	01/01/2010	
First 1,300 kilowatt-hours	0.8323	7.2720	7.2720	7.2720	(D)
Additional kilowatt-hours	0.8323	4.2497	5.7608	7.2720	(I)

(C) – Indicates Change (D) – Indicates Decrease (I) – Indicates Increase

ISSUED: JULY 12, 2007 EFFECTIVE: JANUARY 1, 2008

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 25
TO ELECTRIC – PA. P.U.C. NO. 24
THIRD REVISED PAGE NO. 41
CANCELLING SECOND REVISED PAGE NO. 41

RATE GS/GM - GENERAL SERVICE SMALL AND MEDIUM - (Continued)

MONTHLY RATE FOR DEMAND METERED CUSTOMERS EQUAL TO OR GREATER THAN 25 kW

CUSTOMER CHARGE

Customer Distribution Charge $30.00

DEMAND CHARGES

	Distribution Charge $ per kilowatt	Supply Charge $ per kilowatt	(C)
First 5 kilowatts or less of Demand	No Charge	No Charge	
Additional kilowatts of Demand	4.84	3.09	

ENERGY CHARGES

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour	(C)
All kilowatt-hours	0.8323	4.8265	(D)

MONTHLY RATE

ELECTRIC CHARGES

Customers who elect to purchase their electric supply requirements from the Company will be charged according to the above charges.

Beginning July 1, 2009, the Supply Charges for customers with monthly metered demand equal to or greater than 25 kW will be updated every six months through competitive requests for proposal. The Supply Charges shall be determined based on the formula described in the "Calculation of Rate" section in Rider No. 8 – Default Service Supply. The Supply Charges shall be in effect for the periods described in Rider No. 8. (C)

For purposes of determining the monthly rate for demand metered customers, Duquesne Light shall evaluate the customer's twelve (12) most recent months of monthly metered demand for that customer available in October of the preceding year. If the customer's monthly metered demand is less than 25 kW in each of the twelve (12) months, then that customer shall be charged the monthly rate for demand metered customers less than 25 kW for the next calendar year end automatically assigned to that rate effective with their January billing. If the customer's monthly metered demand is 25 kW or greater for any single month of the twelve (12) month period, then that customer shall be charged the monthly rate for demand metered customers equal to or greater than 25 kW for the next calendar year and automatically assigned to that rate as their default service rate effective with their January billing. In no instance shall a customer be eligible for more than one default service offering at a time. A new customer or a customer with limited or no historical data shall be eligible for and assigned to the applicable rate based on Duquesne Light's estimate of the customer's peak monthly metered demand for the next twelve (12) month period.

(C) – Indicates Change (D) – Indicates Decrease

ISSUED: JUNE 25, 2009 EFFECTIVE: JULY 1, 2009

RATE GS/GM - GENERAL SERVICE SMALL AND MEDIUM - (Continued)

MONTHLY RATE – (Continued)

ELECTRIC CHARGES – (Continued)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

MAXIMUM AVERAGE CHARGE

For customers who elect to purchase their electricity from the Company, the total average charge for distribution, transmission and supply calculated under the rates contained in this Tariff shall not exceed 21.947 cents per kilowatt-hour except by reason of the Minimum Charge.

For customers who elect to purchase their energy from an EGS, and where the total charges would have exceeded 21.947 cents per kilowatt-hour had they purchased their electricity from the Company, the average charge for distribution shall not exceed 7.88 cents per kilowatt-hour.

The maximum average charges shall be allocated among distribution, transmission and supply, where applicable, and billed as follows: (C)

Maximum Average Distribution Charge cents per kilowatt-hour	Maximum Average Transmission Charge cents per kilowatt-hour	Maximum Average Supply Charge cents per kilowatt-hour
7.88	0.76	13.307

This provision is only applicable for those bills that include demand billed on the above Demand Charges.

MINIMUM CHARGE

The Minimum Charge shall be the sum of the Customer Distribution Charge plus a Demand Charge based on 50% of the current month Billing Demand or 30% of the highest Billing Demand, during the preceding eleven months, whichever is greater, plus the current billing period charges for Company supplied transmission and supply service, if any. The Demand Charge shall be determined using the Distribution Charge only, but shall not be less than the Customer Distribution Charge.

RATE GS/GM - GENERAL SERVICE SMALL AND MEDIUM - (Continued) (C)

MONTHLY RATE – (Continued)

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before fifteen days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

DETERMINATION OF DEMAND

The demand will be measured where a customer's monthly use exceeds 1,000 kilowatt-hours or where the demand is known to exceed 5 kilowatts. Individual demand, except in unusual cases, will be determined by measurement of the average kilowatts during the fifteen-minute period of greatest kilowatt-hour use during the billing period. Individual demands which exceed 30 kilowatts will be adjusted for power factor by multiplying by

$$\left\{0.8 + \left[0.6\ \frac{\text{Reactive Kilovolt - ampere hours}}{\text{Kilowatt - hours}}\right]\right\},$$

where such multiplier will be not less than 1.00 nor more than 2.00. The Billing Demand will be the sum of the individual demands of each metered service, adjusted for power factor as defined above.

CONTRACT PROVISIONS

Contracts will be written for a period of not less than one year.

STANDARD CONTRACT RIDERS

For modifications of the above rate under special conditions, see "Standard Contract Riders."

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 10
TO ELECTRIC – PA. P.U.C. NO. 24
SECOND REVISED PAGE NO. 43
CANCELLING FIRST REVISED PAGE NO. 43

RATE GMH - GENERAL SERVICE MEDIUM HEATING

AVAILABILITY

Available for all the standard electric service taken on a customer's premises for which e residential rate is not available, where the Company's service is the sole method of space heating, and where the heat loss of the customer's premises is calculated in accordance with the ASHRAE* Handbook of Fundamentals, and where such calculated heat loss converted into kilowatt-hour consumption during the heating season is determined by the Company to be at least 25% of the customer's entire electric energy requirements during the heating season. The space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.

*American Society of Heating, Refrigerating and Air Conditioning Engineers

MONTHLY RATE FOR DEMAND METERED CUSTOMERS LESS THAN 25 kW (C)

CUSTOMER CHARGE

Customer Distribution Charge $30.00

WINTER MONTHLY RATE (C)

For the Billing Months of October through May:

ENERGY CHARGES (C)

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour			
		01/01/2008	01/01/2009	01/01/2010	
First 1,250 kilowatt-hours plus 150 kilowatt-hours for each kilowatt of Demand over 6 kilowatts	3.0313	7.2720	7.2720	7.2720	(D)
Additional kilowatt-hours	0.8323	4.4535	5.8627	7.2720	(I)

SUMMER MONTHLY RATE (C)

For the Billing Months of June through September:

DEMAND CHARGES (C)

	Distribution Charge $ per kilowatt	Supply Charge $ per kilowatt			
		01/01/2008	01/01/2009	01/01/2010	
First 5 kilowatts or less of Demand	No Charge	No Charge	No Charge	No Charge	
Additional kilowatts of Demand	4.84	6.19	3.09	No Charge	(D)

(C) – Indicates Change (D) – Indicates Decrease (I) – Indicates Increase

ISSUED: JULY 12, 2007

EFFECTIVE: JANUARY 1, 2008

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 25
TO ELECTRIC – PA. P.U.C. NO. 24
THIRD REVISED PAGE NO. 44
CANCELLING SECOND REVISED PAGE NO. 44

RATE GMH - GENERAL SERVICE MEDIUM HEATING - (Continued)

MONTHLY RATE FOR DEMAND METERED CUSTOMERS LESS THAN 25 kW - (Continued)

SUMMER MONTHLY RATE – (Continued)

For the Billing Months of June through September: - (Continued)

ENERGY CHARGES

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour		
		01/01/2008	01/01/2009	01/01/2010
First 1,300 kilowatt-hours	0.8323	7.2720	7.2720	7.2720
Additional kilowatt-hours	0.8323	4.2497	5.7608	7.2720

MONTHLY RATE FOR DEMAND METERED CUSTOMERS EQUAL TO OR GREATER THAN 25 kW

CUSTOMER CHARGE

Customer Distribution Charge $30.00

WINTER MONTHLY RATE

For the Billing Months of October through May:

ENERGY CHARGES

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour	(C)
First 1,250 kilowatt-hours plus 150 kilowatt-hours for each kilowatt of Demand over 6 kilowatts	3.0313	4.8988	(D)
Additional kilowatt-hours	0.8323	4.8988	(D)

SUMMER MONTHLY RATE

For the Billing Months of June through September:

DEMAND CHARGES

	Distribution Charge $ per kilowatt	Supply Charge $ per kilowatt	(C)
First 5 kilowatts or less of Demand	No Charge	No Charge	
Additional kilowatts of Demand	4.84	3.09	

(C) – Indicates Change (D) – Indicates Decrease

ISSUED: JUNE 25, 2009

EFFECTIVE: JULY 1, 2009

RATE GMH - GENERAL SERVICE MEDIUM HEATING - (Continued)

MONTHLY RATE FOR DEMAND METERED CUSTOMERS EQUAL TO OR GREATER THAN 25 kW - (Continued)

SUMMER MONTHLY RATE

For the Billing Months of June through Septsmbsr: - (Continued)

ENERGY CHARGES

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour	
All kilowatt-hours	0.8323	4.8265	(D)

ELECTRIC CHARGES

Customers who elect to purchese their electric supply requirements from the Company will be charged according to the above charges.

Beginning July 1, 2009, the Supply Charges for customers with monthly metered demand equal to or greater than 25 kW will be updated every six months through competitive requests for proposal. The Supply Charges shall be determined based on the formula described in the "Calculation of Rate" section in Rider No. 8 – Default Service Supply. The Supply Charges shall be in effect for the periods described in Rider No. 8. (C)

For purposes of determining the monthly rate for demand metered customers, Duquesne Light shall evaluate the customer's twelve (12) most recent months of monthly metered demand for that customer available in October of the preceding year. If the customer's monthly metered demand is less than 25 kW in each of the twelve (12) months, then that customer shall be charged the monthly rate for demand metered customers less than 25 kW for the next calendar year and automatically assigned to that rate effective with their January billing. If the customer's monthly metered demand is 25 kW or greater for any single month of the twelve (12) month period, then that customer shall be charged the monthly rate for demand metered customers equal to or greater than 25 kW for the next calendar year and automatically assigned to that rate as their default service rate effective with their January billing. In no instance shall a customer be eligible for more than one default service offering at a time. A new customer or a customer with limited or no historical data shall be eligible for and assigned to the applicable rate based on Duquesne Light's estimate of the customer's peak monthly metered demand for the next twelve (12) month period.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges.

RATE GMH - GENERAL SERVICE MEDIUM HEATING - (Continued)

MONTHLY RATE - (Continued)

ELECTRIC CHARGES – (Continued)

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

MAXIMUM AVERAGE CHARGE

For customers who elect to purchase their electricity from the Company, the total average charge for distribution, transmission and supply calculated under the above rates shall not exceed 21.947 cents per kilowatt-hour except by reason of the Minimum Charge.

For customers who elect to purchase their energy from an EGS, and where the total charges would have exceeded 21.947 cents per kilowatt-hour had they purchased their electricity from the Company, the average charge for distribution shall not exceed 7.88 cents per kilowatt-hour.

The maximum average charges shall be allocated among distribution, transmission and supply, where applicable, and billed as follows: (C)

Maximum Average Distribution Charge cents per kilowatt-hour	Maximum Average Transmission Charge cents per kilowatt-hour	Maximum Average Supply Charge cents per kilowatt-hour
7.88	0.76	13.307

This provision is only applicable for those bills that include demand billed during the billing months of June through September.

MINIMUM CHARGE

For the months of October through May, the Minimum Charge shall be the Customer Distribution Charge for the first kilowatt, plus a Distribution Charge of $4.55 per kW, plus the current billing period charges for Company supplied transmission and supply service, if any. The Minimum Charge shall not be less than the Customer Distribution Charge. For the months of June through September, the Minimum Charge shall be calculated in accordance with the Minimum Charge provisions in Rate GS/GM.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before fifteen days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

RATE GMH - GENERAL SERVICE MEDIUM HEATING - (Continued) (C)

DETERMINATION OF DEMAND

The demand will be measured where e customer's monthly use exceeds 1,000 kilowatt-hours or where the demand is known to exceed 5 kilowatts. The demand will be the sum of individual demands of each metered standard service. Individual demand, except in unusual cases, will be determined by measurement of the average kilowatts during the fifteen-minute period of greatest kilowatt-hour use during the billing period. For the months of June through September, demand will be determined as defined in Rate GS/GM.

STANDARD CONTRACT RIDERS

For modifications of the above rate under special conditions, see "Standard Contract Riders."

SPECIAL PROVISION

Any renewable energy source system that produces electric energy may not be interconnected with circuits supplied by the Company's service except upon written approval from the Company.

RATE GL - GENERAL SERVICE LARGE

AVAILABILITY

Available for all the standard electric service taken on a customer's premises where the demand is not less than 300 kilowatts.

MONTHLY RATE

SUPPLY (C)

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 9 – Hourly Price Service and will be billed in accordance with the terms contained therein. (C)

DISTRIBUTION

DEMAND CHARGES

First 300 kilowatts or less of Demand	$2,121.00
Additional kilowatts of Demand	$6.45 per kW

ENERGY CHARGES

All kilowatt-hours	0.1236 cents per kWh

ELECTRIC CHARGES

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Hourly Price Service. (C)

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

RATE GL - GENERAL SERVICE LARGE - (Continued)

MONTHLY RATE – (Continued)

MINIMUM CHARGE (C)

The Minimum Charge shall be the sum of a Demand Charge based on 50% of the Contract On-Peak Demand for distribution, plus the charges for Company supplied transmission and supply, if any. The Demand Charge shall be determined using the Distribution Charge, and in total shall not be less then the demand charges associated with the first 300 kWs or less of demand. For Company supplied transmission and supply, the transmission charges shall be calculated as set forth in Appendix A and the supply charges shall be calculated as set forth under Rider No. 9.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before fifteen days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

DETERMINATION OF DEMAND FOR DISTRIBUTION

Individual demand, except in unusual cases, will be determined by measurement of the average kilowatts during the fifteen-minute period of greatest kilowatt-hour use during the billing period. Individual demands which exceed 30 kilowatts will be adjusted for power factor by multiplying by

$$\left\{0.6 + \left[0.6\ \frac{\text{Reactive Kilovolt - ampere hours}}{\text{Kilowatt - hours}}\right]\right\},$$

where such multiplier will be not less than 1.00 nor more than 2.00. The Billing Demand will be the sum of the individual demands of each metered service, adjusted for power factor as defined above, but not less than 50% of the Contract On-Peak Demand nor less than 300 kilowatts, whichever is the greater.

CONTRACT DEMAND

The Contract Demand is the maximum electrical capacity in kilowatts which the Company shall be required by the contract to deliver to the customer.

RATE GL - GENERAL SERVICE LARGE - (Continued)

CONTRACT DEMAND – (Continued)

The Customer shall not establish a demand greater than 105 percent of the individual demands specified in the customer's contract unless written approval shall first have been obtained from the Company. If the customer establishes a repeated pattern of exceeding the Contract Demand, the Contract Demand may be raised to the highest demand established for the remaining term of the contract.

CONTRACT PROVISIONS

Contracts will be written for a period of not less than one year.

Where the customer has established an energy management and conservation program and has demonstrated to the satisfaction of the Company that such program has resulted in a reduced demand, the Company will, upon the customer's request, amend the contract to reflect such reduced demand for the purpose of calculating the Minimum Charge, but in no case shall the Billing Demand be reduced to less than 300 kilowatts if the customer remains on this rate.

STANDARD CONTRACT RIDERS

For modifications of the above rate under special conditions, see "Standard Contract Riders."

RATE GLH - GENERAL SERVICE LARGE HEATING

AVAILABILITY

Available for all the standard electric service taken on a customer's premises for which e residential rate is not available, where the Company's service is the sole method of space heating, and where the heat loss of the customer's premises is calculated in accordance with the ASHRAE* Handbook of Fundamentals, and where such calculated heat loss converted into kilowatt-hour consumption during the heating season is determined by the Company to be at least 25% of the customer's entire electric energy requirements during the heating season. The space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.

*American Society of Heating, Refrigerating and Air Conditioning Engineers

MONTHLY RATE

CUSTOMER CHARGE

Customer Distribution Charge $30.00

SUPPLY (C)

Customers who elect to purchase their electric supply requirements from the Company may do so under the provisions of Rider No. 9 – Hourly Price Service and will be billed in accordance with the terms contained therein. (C)

DISTRIBUTION

For the Billing Months of October through May:

ENERGY CHARGES

First 1,250 kilowatt-hours plus 150 kilowatt-hours for each kilowatt of Demand over 6 kilowatts	3.7110 cents per kWh
Additional kilowatt-hours	0.1236 cents per kWh

For the Billing Months of June through September:

Rate GL shall apply.

RATE GLH - GENERAL SERVICE LARGE HEATING - (Continued)

MONTHLY RATE - (Continued)

ELECTRIC CHARGES

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Hourly Price Service. (C)

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

MINIMUM CHARGE (C)

For the months of October through May, the Minimum Charge shall be the Customer Distribution Charge for the first kilowatt plus a Distribution Charge of $5.57 per kW and the charges for Company supplied transmission and supply, if any. For Company supplied transmission and supply, the transmission charges shall be calculated as set forth in Appendix A and the supply charges shall be calculated as set forth under Rider No. 9. The Minimum Charge shall not be less than the Customer Distribution Charge. For the months of June through September, the Minimum Charge shall be calculated in accordance with the Minimum Charge provisions contained in Rate GL.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before fifteen days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

RATE GLH - GENERAL SERVICE LARGE HEATING - (Continued)

MONTHLY RATE - (Continued)

DETERMINATION OF DEMAND

The demand will be measured where a customer's monthly use exceeds 1,000 kilowatt-hours or where the demand is known to exceed 5 kilowatts. The demand will be the sum of individual demands of each metered standard service. Individual demand, except in unusual cases, will be determined by measurement of the average kilowatts during the fifteen minute period of greatest kilowatt-hour use during the billing period. For the months of June through September, demand will be determined as defined in Rate GL.

STANDARD CONTRACT RIDERS

For modifications of the above rate under special conditions, see "Standard Contract Riders."

SPECIAL PROVISION

Any renewable energy source system that produces electric energy may not be interconnected with circuits supplied by the Company's service except upon written approval from the Company.

RATE L - LARGE POWER SERVICE

AVAILABILITY

Available for all the standard electric service taken on a customer's premises where the Contract Demand is not less than 5,000 kilowatts.

MONTHLY RATE

SUPPLY (C)

Customers who elect to purchase their electric supply requirements from the Company may do so under the provisions of Rider No. 9 – Hourly Price Service and will be billed in accordance with the terms contained therein. (C)

DISTRIBUTION

DEMAND CHARGES

First 5,000 kilowatts or less of Demand	$30,555.00
Next 10,000 kilowatts of Demand	$6.04 per kW
Additional kilowatts of Demand	$5.89 per kW

ENERGY CHARGES

All kilowatt-hours	0.1100 cents per kWh

ELECTRIC CHARGES

The Company will provide and charge for Transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Hourly Price Service. (C)

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

(C) – Indicates Change

RATE L - LARGE POWER SERVICE - (Continued)

MONTHLY RATE - (Continued)

UNTRANSFORMED SERVICE CREDIT

Where the customer furnishes all necessary equipment to take untransformed service at 11,500 volts or higher, in strict accordance with the Company's standards and specifications, a credit of $0.70 per kW based upon the individual demand of the untransformed circuit shall be applied to the customer's account.

MINIMUM CHARGE (C)

The Minimum Charge shall be the Demand Charge based on 70% of the Contract On-Peak Demand for transmission and distribution and the Demand Charge as calculated under Rider No. 9 for Company supplied supply. The Demand Charge shall be determined using the Distribution Charge, and the Transmission and Supply Charges associated with Company supplied transmission and supply, if any, but in total not less than the demand charges associated with the first 5,000 kWs or less of demand.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before fifteen days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

DETERMINATION OF DEMAND FOR DISTRIBUTION

Individual demand, except in unusual cases, will be determined by measurement of the average kilowatts during the fifteen-minute period of greatest kilowatt-hour use during the billing period. Individual demands which exceed 30 kilowatts will be adjusted for power factor by multiplying by

$$\left\{0.8 + \left[0.6 \frac{\text{Reactive Kilovolt - ampere hours}}{\text{Kilowatt - hours}}\right]\right\},$$

where such multiplier will be not less than 1.00 nor more than 2.00. The Billing Demand will be the sum of the individual demands of each metered service adjusted for power factor as defined above, but not less than 70% of the Contract On-Peak Demand nor less than 5,000 kilowatts, whichever is the greater.

RATE L - LARGE POWER SERVICE - (Continued)

STANDARD CONTRACT RIDERS

For modifications of the above rate under special conditions, see "Standard Contract Riders".

CONTRACT DEMAND

The Contract Demand is the maximum electrical capacity in kilowatts that the Company shall be required by the contract to deliver to the customer.

The customer shall not establish a demand greater than 105 percent of the individual demands specified in the customer's contract unless written approval shall first have been obtained from the Company. If the customer establishes a repeated pattern of exceeding the Contract Demand, the Contract Demand may be raised to the highest demand established for the remaining term of the contract.

CONTRACT PROVISIONS

Contracts shall be written for an original term of not less than five years for Contract Demand of 100,000 kilowatts or less, and not less than ten years for Contract Demands in excess of 100,000 kilowatts. Effective on January 26, 1985, such contracts shall continue in force after the expiration of the original term until one year following the date of written notice of cancellation by either party. Such notice of cancellation may not be given earlier than one year before the expiration of the original term. (C)

When a customer takes delivery at 69 Kv or higher for delivery into its own electric system operated at either of such voltages, and has a Contract Demand of at least 100,000 kilowatts, the customer may apply for service at two or more delivery points interconnected by the customer's facilities. If the Company is satisfied that such multiple delivery points will protect the Company from substantial loss of load and otherwise will be consistent with operation of the Company's system, it will provide such multiple delivery points. In such case the various delivery points will be billed as if metered at one point, but the 5,000 kilowatt, 10,000 kilowatt and 25,000 kilowatt blocks of the Capacity Charge, and the 750,000 kilowatt-hour block of the Energy Charge, will be multiplied by the number of delivery points before the rates stated for them are applied.

The Company reserves the right to refuse contracts hereunder if, in its judgment, its generating or transmission capacity is no more than adequate to meet the requirements of its existing customers.

Where the customer has established an energy management and conservation program and has demonstrated to the satisfaction of the Company that such program has resulted in a reduced demand, the Company will, upon the customer's request, amend the contract to reflect such reduced demand for the purpose of calculating the Minimum Charge, but in no case shall the Billing Demand be reduced to less than 5,000 kilowatts if the customer remains on this rate.

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 2
TO ELECTRIC – PA. P.U.C. NO. 24
FIRST REVISED PAGE NO. 56
CANCELLING ORIGINAL PAGE NO. 56

RATE L - LARGE POWER SERVICE - (Continued)

VOLTAGE CONTROL PROVISION

The customer shall be required to operate his equipment in such a manner that the voltage fluctuations produced thereby on the Company's system shall not exceed the following limits, the measurements to be made at the Company's substation nearest (electrically) the customer.

1. Instantaneous voltage fluctuations, defined as a change in voltage consuming two seconds or less, shall not exceed 1-1/4% more than six times a day, of which not more than one such fluctuation shall occur between 6:00 PM and midnight, and in no case shall such fluctuations exceed 3%.

2. Periodic voltage fluctuations, where the change in voltage consumes a period from 2 seconds to 1 minute, shall not exceed 1-1/4% more than five times an hour, and in no case shall such fluctuations exceed 3%.

ISSUED: DECEMBER 22, 2006

EFFECTIVE: JANUARY 6, 2007

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 10
TO ELECTRIC – PA. P.U.C. NO. 24
THIRD REVISED PAGE NO. 57
CANCELLING SECOND REVISED PAGE NO. 57

RATE HVPS - HIGH VOLTAGE POWER SERVICE

AVAILABILITY

Available to customers with Contract On-Peak Demands greater than 30,000 kilowatts where service is supplied at 69,000 volts or higher.

MONTHLY RATE

SUPPLY (C)

Customers who elect to purchase their electric supply requirements from the Company may do so under the provisions of Rider No. 9 – Hourly Price Service and will be billed in accordance with the terms contained therein. (C)

DISTRIBUTION

DEMAND CHARGES

First 30,000 kilowatts or less of On-Peak Demand	$9,114.90
Additional kilowatts of Demand	$0.11 per kW

ELECTRIC CHARGES

The Company will provide and charge for Transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen e supplier, the Company will supply electricity pursuant to Rider No. 9 – Hourly Price Service. (C)

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

(C) – Indicates Change

ISSUED: JULY 12, 2007

EFFECTIVE: JANUARY 1, 2008

RATE HVPS - HIGH VOLTAGE POWER SERVICE - (Continued)

MONTHLY RATE - (Continued)

MINIMUM CHARGE (C)

The Minimum Charge shall be the Demand Charge based on 70% of the Contract On-Peak Demand for transmission and distribution and the Demand Charge as calculated under Rider No. 9 for Company supplied supply. The Demand Charge shall be determined using the Distribution Charge, and the Transmission and Supply Charges associated with Company supplied transmission and supply, if any, but in total not less then the demand charges associated with the first 30,000 kWs or less of demand.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before fifteen days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that fails due during a current billing period.

DETERMINATION OF DEMAND FOR DISTRIBUTION

Individual demand, except in unusual cases, will be determined by measurement of the average kilowatts during the fifteen-minute period of greatest kilowatt-hour use during the billing period. Individual demands will be adjusted for power factor by multiplying by

$$\left\{0.8 + \left[0.6\ \frac{\text{Reactive Kilovolt - ampere hours}}{\text{Kilowatt - hours}}\right]\right\},$$

where such multiplier will be not less than 1.00 nor more than 2.00. The Billing Demand will be the sum of the individual demands of each metered service adjusted for power factor as defined above, but not less than 70% of the Contract On-Peak Demand, nor less than 33 1/3% of the Contract Off-Peak Demand nor less than 30,000 kilowatts, whichever is the greater.

ON-PEAK AND OFF-PEAK CONTRACT DEMAND

The Contract On-Peak Demand is the maximum electrical capacity in kilowatts that the Company shall be required by the contract to deliver during the On-Peak hours to the customer.

RATE HVPS - HIGH VOLTAGE POWER SERVICE - (Continued)

ON-PEAK AND OFF-PEAK CONTRACT DEMAND – (Continued)

The customer shall not establish a demand greater than 105 percent of the individual demands specified in the customer's contract unless written approval shall first have been obtained from the Company. If the customer establishes a repeated pattern of exceeding the Contract Demand, the Contract Demand may be raised to the highest demand established for the remaining term of the contract.

DEMANDS AND ENERGIES

The On-Peak Demand is the demand during on-peak hours.

The Off-Peak Demand is the demand during off-peak hours.

The Billing Demand is the On-Peak Demand except where the Off-Peak Demand is more than three times the On-Peak Demand. Then the Billing Demand will be one-third (33 1/3%) of the Off-Peak Demand.
Demands and energies will be determined on an individual demand basis and corresponding quantities will be combined to obtain demands and energies for billing purposes.

These demands will apply only for purposes of calculating the applicable transmission and distribution charges under this rate and do not apply to demand for electric supply. (C)

ON-PEAK AND OFF-PEAK HOURS

The following hours will be designated as on-peak hours:

Monday through Thursday	Friday
10:00 a.m. to 9:00 p.m.	10:00 a.m. to 5:00 p.m.

The remaining hours including the generally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be designated as off-peak hours. The Company may, upon written notice to customers taking service under this rate and upon filing same with the Pennsylvania Public Utility Commission, make such changes in the on-peak hours as it may from time to time deem necessary.

CONTRACT PROVISION

Contracts shall be written for an original term of not less than five years for Contract Demand of 100,000 kilowatts or less, and not less than ten years for Contract Demands in excess of 100,000 kilowatts. Such contracts shall continue in force after the expiration of the original term until one year following the date of written notice of cancellation by either party. Such notice of cancellation may not be given earlier than one year before the expiration of the original term.

The Company reserves the right to refuse contracts hereunder if, in its judgment, its generating or transmission capacity is no more than adequate to meet the requirements of its existing customers.

RATE HVPS - HIGH VOLTAGE POWER SERVICE - (Continued)

CONTRACT PROVISION – (Continued)

Where the customer has established an energy management and conservation program and has demonstrated to the satisfaction of the Company that such program has resulted in a reduced demand, the Company will, upon the customer's request, amend the contract to reflect such reduced demand for the purpose of calculating the Minimum Charge, but in no case shall the Billing Demand be reduced to less than 30,000 kilowatts if the customer remains on this rate.

VOLTAGE CONTROL PROVISION

The customer shall be required to operate his equipment in such a manner that the voltage fluctuations produced thereby on the Company's system shall not exceed the following limits, the measurements to be made at the Company's substation nearest (electrically) the customer.

1. Instantaneous voltage fluctuations, defined as a change in voltage consuming two seconds or less, shall not exceed 1-1/4% more than six times a day, of which not more than one such fluctuation shall occur between 6:00 p.m. and midnight, and in no case shall such fluctuations exceed 3%.

2. Periodic voltage fluctuations, where the change in voltage consumes a period from 2 seconds to 1 minute, shall not exceed 1-1/4% more than five times an hour, and in no case shall such fluctuations exceed 3%.

FACILITIES CHARGE

Customer must pay for all new or additional facilities installed on the premises with the exception of meters and metering equipment.

RATE AL - ARCHITECTURAL LIGHTING SERVICE

AVAILABILITY

Available for separately metered circuitry connected solely to outdoor architectural lighting equipment, with demand of 5 kilowatts or greater, to be operated during non-peak periods.

MONTHLY RATE

CUSTOMER CHARGE

Customer Distribution Charge $7.50

DEMAND CHARGES (C)

	Distribution Charge $ per kilowatt	Supply Charge $ per kilowatt	
All kilowatts of Demand	1.40	No Charge	(D)

ENERGY CHARGES (C)

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour	
All kilowatt-hours	0.1991	5.9230	(D)(I)

ELECTRIC CHARGES

Customers who elect to purchase their electric supply requirements from the Company will be charged according to the above charges. (C)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

RATE AL - ARCHITECTURAL LIGHTING SERVICE - (Continued)

MONTHLY RATE - (Continued)

ELECTRIC CHARGES – (continued)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply charges. (C)

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

MINIMUM CHARGE

The Minimum Charge shall be the Customer Distribution Charge.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before fifteen days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

DETERMINATION OF DEMAND

Individual demand, except in unusual cases, will be determined by measurement of the average kilowatts during the fifteen-minute period of greatest kilowatt-hour use during the billing period. Individual demands which may exceed 30 kilowatts will be adjusted for power factor by multiplying by

$$\left\{0.8 + \left[0.6\ \frac{\text{Reactive Kilovolt - ampere hours}}{\text{Kilowatt - hours}}\right]\right\},$$

where such multiplier will be not less than 1.00 or more than 2.00. The Billing Demand will be the sum of the individual demands of each metered service adjusted for power factor as defined above.

(C) – Indicates Change

RATE AL - ARCHITECTURAL LIGHTING SERVICE - (Continued)

STANDARD CONTRACT RIDERS

For modifications of the above rate under special conditions, see "Standard Contract Riders."

SPECIAL TERMS AND CONDITIONS

1. The service must supply only non-essential lighting facilities installed for decorative purposes and is not applicable to security lighting or the lighting of streets, highways, parking lots or athletic fields.
2. The lights must be controlled by a device that limits the equipment to operation during dusk to dawn hours only.
3. Responsibility for the provision and maintenance of all equipment used in the decorative lighting will remain with the customer.
4. In the event of a system emergency, the Company reserves the right to curtail the usage under this rate.
5. The Company reserves the right to require payment of connection and disconnection costs when a customer requests seasonal service under this rate.

RATE SE - STREET LIGHTING ENERGY

AVAILABILITY

Available for the entire electric energy requirements of municipal street lighting systems where the municipality has not less than 15,000 street lamp installations and provides for the ownership, operation, and maintenance of its own street lamp installations and takes its entire energy requirements for street lighting under this rate.

MONTHLY RATE

DISTRIBUTION CHARGE

Monthly charge per lamp $3.17

SUPPLY CHARGE (C)

All kilowatt-hours 5.9230 cents per kWh (I)

ELECTRIC CHARGES

Customers who elect to purchase their electric supply requirements from the Company will be charged according to the above charges. (C)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges. (C)

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

RATE SE - STREET LIGHTING ENERGY - (Continued)

MONTHLY RATE - (Continued)

DETERMINATION OF ENERGY FOR BILLING PURPOSES

Series Street Lights

Applicable to the supply of series street lighting energy delivered to the street lighting fixtures at 7.5 amperes unless otherwise agreed upon.

The energy delivered or delivered and supplied each month shall be the product of the connected load in kilowatts as of the fifteenth day of the month for which billed and 350 hours per month, which is the monthly average of the annual burning hours. The connected load on the primary side of the substation or pole-type constant current transformers will be the sum of the rated wattages of all lamps connected, including the rated wattages of their individual transformers and ballasts, if any, and subject to values of circuit efficiency of 85 percent.

Multiple Street Lights

Applicable to the supply of multiple street lighting energy delivered to the street lighting fixtures at 120/240 volts unless otherwise agreed upon.

(a) For Standard Dusk to Dawn Operation Where the Customer Supplies Controls Approved by the Company. The energy delivered each month shall be the product of the connected load in kilowatts as of the fifteenth day of the month for which billed and 350 hours per month, which is the monthly average of the annual burning hours. The connected load shall be the sum of the rated wattages of all lamps connected, including the rated wattages of their individual ballasts, subject to power factor correction, if any.

(b) For Other than Standard Dusk to Dawn Operation. The energy delivered or delivered and supplied each month shall be the product of the connected load in kilowatts as of the fifteenth day of the month for which billed and 730 hours per month or less as may be agreed upon. The connected load shall be the sum of the rated wattages of all lamps connected, including the rated wattages of their individual ballasts, subject to power factor correction, if any.

CREDIT FOR OUTAGE

Company will use reasonable diligence to provide a continuous, regular and uninterrupted supply of service and the customer will use reasonable diligence to protect the lighting system. In lieu of determination of the actual lamp-hour outages resulting from a failure of any light to burn for any reason, a deduction of 0.2% of the delivery charges or delivery and energy charges will be made on the monthly bill.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

RATE SE - STREET LIGHTING ENERGY - (Continued)

MONTHLY RATE - (Continued)

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before thirty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period. (C)

SPECIAL PROVISIONS

1. Ballasts for multiple mercury vapor street lights, when installed by the customer, shall be power factor corrected, having a power factor of not less than 90 percent. For ballasts not so corrected, the wattage of each lamp plus ballasts shall be increased by the following ratio: 90% divided by the actual power factor, expressed in percent, of the lamp plus the ballast.

2. Series street lighting circuits will be energized and de-energized in accordance with an agreed upon schedule of burning hours, except where such circuits are controlled by photo electric cells. During other hours, circuits will not be energized except upon sufficient notice to the customer.

3. On all poles, except ornamental poles used exclusively for street lighting purposes, the Company will terminate its facilities at the bracket to which the lighting fixture is attached. On ornamental poles, used exclusively for street lighting purposes, the Company will terminate its facilities at the top of the pole if served from overhead circuits or at the bottom of the pole if served from the underground system.

4. The Company, to protect continuity of service, the general public, and the safety of men engaged in work on poles, reserves the right to install insulating transformers between the Company's circuit and the wiring of the customer's installation. Where insulating transformers are installed, charges will be made therefore as herein before specified.

5. The customer upon request shall supply the Company periodically, but not more often than at six month intervals, with certified tests made by the Electrical Testing Laboratories, Inc. of New York, or a similar accredited organization, showing the mean life input in watts for each size and type of lamp, and the wattage and power factor for each size and type of mercury vapor ballast used by the customer in street lamp installations served under this rate.

6. Energy will normally be supplied under this rate by overhead circuits, but if the Company is required to supply or the customer requests delivery service from underground facilities, the specified unit charges for underground facilities will apply.

(C) – Indicates Change

RATE SE - STREET LIGHTING ENERGY - (Continued)

SPECIAL PROVISIONS – (Continued)

7. All installations, on and after July 1, 1969, of standard junction boxes used for street lighting service and of conduit and multiple service cable used exclusively for street lighting service will be installed, owned and maintained by the customer.

TERM OF CONTRACT

Contracts under this rate shall be for a term of not less than ten years.

RATE SM - STREET LIGHTING MUNICIPAL

AVAILABILITY

Available for mercury vapor and high pressure sodium lighting of public streets, highways, bridges, parks and similar public places, for normal dusk to dawn operation of approximately 4,200 hours per year.

(Available for mercury vapor street lighting only where served prior to January 30, 1983, and continuously thereafter at the same location.)

MONTHLY RATE

Bills shall be rendered monthly according to the following rates:

Monthly Rate Per Unit

Nominal Lamp Wattage	Nominal kWh Energy Usage per Unit per Month	Distribution Charge per Unit	Supply Charge per Unit	(C)
Mercury Vapor				
100	44	$12.52	$2.61	(I)
175	74	$12.78	$4.38	(I)
250	102	$13.03	$6.04	(I)
400	161	$13.54	$9.54	(I)
1,000	386	$15.59	$22.86	(I)
Sodium Vapor				
70	29	$12.94	$1.72	(I)
100	50	$13.04	$2.96	(I)
150	71	$13.22	$4.21	(I)
250	110	$13.57	$6.52	(I)
400	170	$14.11	$10.07	(I)
1,000	387	$16.23	$22.92	(I)

ELECTRIC CHARGES

Customers who elect to purchase their electric supply requirements from the Company will be charged according to the above charges. (C)

(C) – Indicates Change (I) – Indicates Increase

ISSUED: JULY 12, 2007 EFFECTIVE: XJANUARY 1, 2008

RATE SM - STREET LIGHTING MUNICIPAL - (Continued)

MONTHLY RATE – (Continued)

ELECTRIC CHARGES – (Continued)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charges by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges. (C)

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before thirty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

POLES

No charge is made for wood poles used jointly for street lighting and the support of the Company's general distribution system or for tubular steel poles, trolley type, used jointly for street lighting and the support of trolley span wires.

Where the installation of one (1) or more wood poles is required to serve the customer, the customer has the option to install the pole(s) at his own expense in accordance with SPECIAL TERM AND CONDITION NO. 2 or the Company will install, own and maintain the pole(s) and bill the customer at the monthly rate of $10.26 for each pole required.

(C) – Indicates Change

ISSUED: JULY 12, 2007 EFFECTIVE: JANUARY 1, 2008

RATE SM - STREET LIGHT MUNICIPAL - (Continued)

SPECIAL TERMS AND CONDITIONS

1. The above charges include installation of standard Company facilities including lamps, fixtures or luminaries, brackets and ballasts, all when installed on the overhead distribution system. The above charges include normal operation and maintenance. Normal operation and maintenance does not include periodic tree trimming around the fixture or luminaire.

2. Where it is necessary to install wood, metal, or ornamental poles, or other special facilities or services not in conformance with the Company's standard overhead practice, the additional cost shall be borne by the customer. Title to all facilities, except as noted below, shall vest in the Company.

3. All facilities used in providing street lighting service shall be and remain the property of the Company and may be removed upon termination of service, except that poles, ducts, conduits, manholes and junction boxes shall be the property of and maintained by the customer if they are an integral part of bridges, viaducts or similar structures, or highway project constructed by the joint participation of the customer and other governmental agencies.

4. The customer agrees that the facilities installed under this rate shall not be removed or converted, or the use thereof discontinued by the customer, except upon payment to the Company of the original investment in such facilities, less depreciation to the date of discontinuance of such facilities, less salvage, plus the cost of removal.

RATE SH - STREET LIGHTING HIGHWAY

AVAILABILITY

Available for high intensity discharge lighting of state highways for normal dusk to dawn operation of approximately 4,200 hours per year where the highway lighting system acceptable to Duquesne Light Company is installed by the State and ownership of the entire highway lighting system has been transferred to the Company for a nominal consideration.

MONTHLY RATE

Bills shall be rendered monthly according to the following rates:

Monthly Rate Per Unit

Nominal Lamp Wattage	Nominal kWh Energy Usage per Unit per Month	Distribution Charge per Unit	Supply Charge per Unit	
Sodium Vapor				(C)
100	50	$13.04	$2.96	(D)
150	71	$13.22	$4.21	(D)
200	95	$13.40	$5.63	(D)
400	170	$14.11	$10.07	(D)

ELECTRIC CHARGES

Customers who elect to purchase their electric supply requirements from the Company will be charged according to the above charges. (C)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges. (C)

(C) – Indicates Change (D) – Indicates Decrease

RATE SH - STREET LIGHTING HIGHWAY - (Continued)

MONTHLY RATE - (Continued)

ELECTRIC CHARGES - (Continued)

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before thirty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

SPECIAL TERMS AND CONDITIONS

1. The above charges include operation, normal maintenance and replacement of the entire highway lighting system including conduit, cable, wire, ornamental poles, brackets, fixtures, lamps and photo electric controls.

2. Energy shall be supplied at a standard 120/240 or 230/460 volts from a single point or multiple points of supply satisfactory to the Company. Fixtures operating at higher voltages will not be acceptable.

3. The highway lighting system design shall include proper control devices to energize the system, such as individual photo electric controls.

4. If additional highway lighting is to be added to an existing highway lighting system, it shall be installed completely by the customer or the Company will install such facilities at the customer's expense with ownership transferred to the Company for a nominal consideration.

5. In accepting conduit, junction boxes, etc. installed by the State or other governmental agency in bridges, and bridge approaches, the Company accepts no liability for damage to concrete due to deteriorating conduit or junction boxes.

RATE SH - STREET LIGHTING HIGHWAY - (Continued)

SPECIAL TERMS AND CONDITIONS - (Continued)

6. The State Department of Transportation or other governmental agency shall provide the necessary drawings of the entire highway lighting system to the Company specifying the type of equipment so that acceptability can be established before contracts are awarded.

7. The State Department of Transportation or other governmental agency shall furnish any requisite authority necessary to provide for the installation, operation and maintenance of the entire highway lighting system within the highway right-of-way including authority for equipment to stop on the paved portion of the highway.

8. Maintenance and/or replacement of poles and pole equipment in excess of 35 feet is not included, but will be maintained and/or replaced on a time and material basis by the Company. Charges for this will be reimbursed by the customer. All poles in excess of 35 feet high must be equipped with lowering device equipment so that the lighting equipment can be maintained from the ground.

TERM OF CONTRACT

Contracts under this rate shall be for a term of not less than five years.

RATE UMS – UNMETERED SERVICE

AVAILABILITY

Available to customers using unmetered standard service at each point of connection for customer-owned and maintained equipment such as traffic signals, communication devices and billboard lighting.

MONTHLY RATE

CUSTOMER CHARGE

Customer Distribution Charge $10.00

ENERGY CHARGES (C)

	Distribution Charge cents per kilowatt-hour	Supply Charge cents per kilowatt-hour	
All kilowatt-hours	2.5602	6.7180	(D)(I)

ELECTRIC CHARGES

Customers who elect to purchase their electric supply requirements from the Company will be charged according to the above charges. (C)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges. (C)

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

RATE UMS – UNMETERED SERVICE - (Continued)

MONTHLY RATE - (Continued)

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before thirty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

SPECIAL TERMS AND CONDITIONS

Energy usage for customers using this service shall be estimated by the Company on the basis of equipment wattage and operating hours. The customer shall notify the Company whenever any change is made in the equipment or the operating hours, so that the Company may revise the estimated energy usage. (C)

RATE PAL - PRIVATE AREA LIGHTING

AVAILABILITY

Available for high pressure sodium lighting and flood lighting of residential, commercial and industrial private property installations including parking lots, for normal dusk to dawn operation of approximately 4,200 hours per year.

MONTHLY RATE

Bills shall be rendered monthly according to the following rates:

DUQUESNE LIGHT COMPANY OWNED AND MAINTAINED EQUIPMENT

Monthly Rate Per Unit

Nominal Lamp Wattage	Nominal kWh Energy Usage per Unit per Month	Distribution Charge per Unit	Supply Charge per Unit	(C)
High Pressure Sodium				
70	29	$12.94	$1.72	(I)
100	50	$13.04	$2.96	(I)
150	71	$13.22	$4.21	(I)
250	110	$13.57	$6.52	(I)
400	170	$14.11	$10.07	(I)
Flood Lighting				
100	46	$14.35	$2.72	(I)
150	67	$14.54	$3.97	(I)
250	100	$14.93	$5.92	(I)
400	155	$15.52	$9.18	(I)

UNMETERED ENERGY FOR CUSTOMER OWNED AND MAINTAINED EQUIPMENT

70	29	$3.17	$1.72	(I)
100	46	$3.17	$2.72	(I)
150	67	$3.17	$3.97	(I)
250	100	$3.17	$5.92	(I)
400	155	$3.17	$9.18	(I)

RATE PAL - PRIVATE AREA LIGHTING - (Continued)

MONTHLY RATE - (Continued)

ELECTRIC CHARGES

Customers who elect to purchase their electric supply requirements from the Company will be charged according to the above charges. (C)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff. (C)

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45. (C)

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges. (C)

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before thirty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

POLES

No charge is made for wood poles used jointly for street lighting and the support of the Company's general distribution system or for tubular steel poles, trolley type, used jointly for street lighting and the support of trolley span wires.

RATE PAL - PRIVATE AREA LIGHTING - (Continued)

MONTHLY RATE - (Continued)

POLES – (Continued)

Where the installation of one (1) or more wood poles is required to serve the customer, the customer has the option to install the pole(s) at his own expense in accordance with SPECIAL TERM AND CONDITION NO. 2 or the Company will install, own and maintain the pole(s) and bill the customer at the monthly rate of $10.26 for each pole required. (I)

SPECIAL TERMS AND CONDITIONS

1. The above charges include installation of standard Company facilities including lamps, fixtures or luminaries, brackets and ballasts, all when installed on the overhead distribution system. The above charges include normal operation and maintenance. Normal operation and maintenance does not include periodic tree trimming around the fixture or luminaire.

2. Where it is necessary to install wood, metal, or ornamental poles, or other special facilities or services not in conformance with the Company's standard overhead practice, the additional cost shall be borne by the customer. Title to all facilities, except as noted below, shall vest in the Company.

3. All facilities used in providing street lighting service shall be and remain the property of the Company and may be removed upon termination of service.

5. The customer agrees that the facilities installed under this rate shall not be removed or converted, or the use thereof discontinued by the customer, except upon payment to the Company of the original investment in such facilities, less depreciation to the date of discontinuance of such facilities, less salvage, plus the cost of removal.

(I) – Indicates Increase

STANDARD CONTRACT RIDERS

GENERAL

In addition to the standard service as set forth under the rates filed with this Tariff, the Company, where practicable, will render certain special classes of service where desired by the customer and provided that the customer meets the necessary requirements for such special service. A special agreement, additional and supplemental to the regular contract under which standard service is rendered, will be made with a customer for any of the special classes of service hereinafter indicated. The terms, conditions and other considerations for such special classes of service are set forth in the following Standard Contract Riders. Notwithstanding anything to the contrary in the said contract contained, the terms of a rider shall continue in force as long as the said contract remains valid. All terms in said contract, except as modified in the rider or riders applicable to it, shall be and remain in full force and effect.

STANDARD CONTRACT RIDERS - (Continued) (C)

RIDER NO. 1 – CONSUMER EDUCATION SURCHARGE

(Applicable to all Rates)

The Consumer Education Surcharge ("CES") is instituted as a cost recovery mechanism to recover the costs associated with implementing the Company's Consumer Education Plan. The CES has been added per Commission Order dated August 21, 2008, at Docket No. M-2008-2032278. The CES will be recomputed annually and filed, to be effective June 1 of each year, unless the new rate is such a small change as to warrant no change in rates. The CES shall be applied to all customers' bills. The CES process will reconcile actual consumer education costs with those calculated to be in base rates.

MONTHLY CES RATES

Tariff Rate Class	Monthly Surcharge Per Customer (cents)
Rate RS	1.82
Rate RH	1.82
Rate RA	1.82
Rate GS	1.21
Rate GM < 25 kW	1.21
Rate GM > 25 kW	33.78
Rate GMH < 25 kW	1.21
Rate GMH > 25 kW	33.78
Rates GL, GLH, L and HVPS	41.18
Rates AL, SE, UMS, SM, SH and PAL	0.00

The CES, calculated independently for each customer class in this Tariff, shall be applied to all customers served under the Tariff. The CES shall be determined in cents per month in accordance with the formula set forth below and shall be applied to all customers served during any part of a billing month:

$$CES = [((CE - e)/(C * 12) * 100) - B] * [1/(1 - T)]$$

Where CES = Consumer Education Surcharge, a fixed charge in cents per month, to be billed to each customer served under the applicable Tariff rate class.

B = Consumer education costs calculated to be in base rates, in cents per month, for each customer class.

CE = Projected annual consumer education costs in dollars for each customer class for the filing year.

C = Projected average number of customers per customer class for the filing year.

e = The net overcollection or undercollection of the consumer education program costs as computed for each customer class as of the end of the reconciliation year.

STANDARD CONTRACT RIDERS - (Continued) (C)

RIDER NO. 1 – CONSUMER EDUCATION SURCHARGE – (Continued)

(Applicable to all Rates)

MONTHLY CES RATES – (Continued)

T = The Pennsylvania Gross Receipts Tax in effect during the billing month, expressed in decimal form.

ANNUAL UPDATE

The CES defined herein will be updated effective June 1 of each year upon determination that the rates then in effect would result in a significant over or under collection. On or about April 1 of the filing year, the Company will file revised CES rates with the Commission defining rates in effect from June 1 to May 31 of the following year. These rates shall be determined based on the projected budget and number of customers for the filing year and the over or under collection of expenses based on actual CES revenue and expense incurred for the previous calendar year, the reconciliation year.

MISCELLANEOUS

The Company's Consumer Education Plan costs recovered through the CES are the costs which the Company has or will incur as part of its Consumer Education Program above and beyond the costs calculated to be included in base distribution rates to meet the requirements of Commission Order dated May 17, 2007, at Docket No. M-00061957 - "Policies to Mitigate Potential Electricity Price Increases" and subsequent Commission direction.

No interest will be included in the CES.

Rider No. 10 – State Tax Adjustment Surcharge (STAS) shall be applicable to the surcharge defined in this Rider.

The CES will be added to the monthly Customer Charge of each rate schedule or added as a line item on the monthly bill, as applicable.

The Company shall file reconciliation statements annually.

The CES shall be subject to review and audit by the Commission. The CES shall remain in effect for at least five (5) years through 2012 or until otherwise directed by the Commission.

This Rider will remain in effect until the final reconciliation statement is approved and charges fully recovered.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 2 - UNTRANSFORMED SERVICE

(Applicable to Rates GS/GM, GMH, GLH and GL)

Where customers take all or part of their electric service directly from the Company's available primary distribution or transmission systems, and furnish all necessary equipment to take untransformed service, in strict accordance with the Company's standards and specifications, a monthly reduction based upon the individual demand of such circuit shall be allowed as follows:

First 50 Kilowatts at	20.4 cents per Kilowatt
Next 550 Kilowatts at	13.3 cents per Kilowatt
Excess over 600 Kilowatts at	7.1 cents per Kilowatt

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 3 - SCHOOL AND GOVERNMENTAL SERVICE DISCOUNT PERIOD

(Applicable to Rates GS/GM, GMH, GLH, GL and L)

For public or parochial schools, or local, state or federal governments or public agencies thereof, a Late Payment Charge specified in the applicable rate will be added to the net amount for failure to make payment of Company charges within thirty days from the mailing date. For customers who purchase their electricity from an Electric Generation Supplier (EGS) and who have selected Consolidated Billing from the Company as defined in Rule 20.1, this rider shall apply to Company charges and to EGS charges if the EGS has provided authorization to accept the provisions of this rider.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 4 - BUDGET BILLING - HUD FINANCED MULTI-FAMILY HOUSING

(Applicable to Rates GS/GM, GL, GMH, and GLH)

Budget billing for electric service is available to master metered multi-family housing and/or the metered service for common areas and common facilities for multi-family housing during the time that such housing is either owned by the Federal Department of Housing and Urban Development or subject to a first mortgage held or guaranteed by that agency.

At the option of the customer, the Company will make an estimate subject to revisions when conditions warrant, of the total charges for electric service to be billed hereunder for a twelve-month period. A budget bill for approximately one-twelfth of such estimate will be rendered monthly. For customers who purchase their electricity from an Electric Generation Supplier (EGS) and who have selected Consolidated Billing from the Company as defined in Rule 20.1, this rider shall apply to Company charges and to EGS charges if the EGS has provided authorization to accept the provisions of this rider. Any adjustment necessary in applying for the full period the actual charges herein established will be made on the final bill for the period. If the budget bill is unpaid when the next monthly bill is rendered, the budget arrangements for billing may be terminated by the Company.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 5 - TIME OF DAY DISCOUNTS

(Applicable to Rates GS/GM, GL and L and to Rates GMH and GLH during the months of June, July, August and September only)

The availability and application of Rider No. 5 – Time of Day Discounts will terminate December 31, 2010. (C)

Where a customer has a separately measured demand and is supplied by any standard service voltage and where such customer so operates that the maximum demand created during any billing period occurs during off-peak hours, the bills will be calculated using the Billing Demand defined below on the applicable rate and any other applicable riders.

CONTRACT DEMANDS

The Contract On-Peak Demand is the maximum electrical capacity in kilowatts which the Company shall be required by the contract to make available during the on-peak hours to the customer.

The Contract Off-Peak Demand is the maximum electrical capacity in kilowatts which the Company shall be required by the contract to make available during the off-peak hours to the customer. The customer's minimum Billing Demand shall be no lower than one-third (33 1/3%) of the customer's Contract Off-Peak Demand.

The customer shall not establish a demand greater than 105 percent of the individual demands specified in the customer's contract unless written approval shall first have been obtained from the Company. If the customer establishes a repeated pattern of exceeding the Contract Demand, the Contract Demand may be raised to the highest demand established for the remaining term of the contract.

DEMANDS AND ENERGIES

The On-Peak Demand is the demand during on-peak hours. The Off-Peak Demand is the demand during off-peak hours.

The Billing Demand for Company charges is the On-Peak Demand except where the Off-Peak Demand is more than three (3) times the On-Peak Demand. Then the Billing Demand will be one-third (33 1/3%) of the Off-Peak Demand. In no case will the Billing Demand be lower than the Billing Demand as determined on the applicable rate.

Demands and energies will be determined on an individual demand basis and corresponding quantities will be combined to obtain demands and energies for billing purposes.

RATES GL, GLH AND L

For customers on Rates GL, GLH and L who purchase their electric supply requirements from the Company, the discounts available under the provisions of this rider will apply only to the demand charges billed for distribution. The demand charges billed for supply provided under Rider No. 9 will not be impacted by this rider. For customers on Rates GL, GLH and L who purchase their electric supply requirements from an EGS, the discounts available under the provisions of this rider will apply only to the demand charges billed for distribution service. (C)

(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 5 - TIME OF DAY DISCOUNTS - (Continued)

(Applicable to Rates GS/GM, GL and L and to Rates GMH and GLH during the months of June, July, August and September only)

ON-PEAK AND OFF-PEAK HOURS

The following hours will be designated as on-peak hours:

Monday through Thursday	Friday
10:00 A.M. TO 9:00 P.M.	10:00 A.M. TO 5:00 P.M.

The remaining hours including the generally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be designated as off-peak hours. The Company may, upon written notice to customers taking service under this rider and upon filing same with the Pennsylvania Public Utility Commission, make such changes in the on-peak hours as it may from time to time deem necessary.

METER CHARGE

For all customers that apply for service on Rider No. 5, a meter charge of $24.00 will be added to the customer's monthly bill. (I)(D)

CONTRACT PROVISIONS

For customers with Contract On-Peak Demands exceeding 500 kW, contracts will be written for a period not less than two years.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 6 - TEMPORARY SERVICE

(Applicable to Rate GS/GM only)

Where a customer desires service of a temporary nature for periods of less than 30 days, the Company will:

1. Charge in advance for the estimated cost of installing and removing the necessary facilities to furnish such service.
2. Estimate the demand and the consumption requirements from the connected load and the number of days during which electric service is to be used, but in no case less than six (6) days.
3. Estimate the charges (fixed, demand and energy) in accordance with the provisions of the applicable rate.
4. Require the customer to make a deposit in the amount of the estimated charges under the applicable rate. Unless otherwise instructed at the time of deposit, the Company will deliver and supply electricity at the charges of the applicable rate.
5. Refund said deposit less the amount of the bill due the Company upon surrender of the deposit receipt by the customer.

STANDARD CONTRACT RIDERS – (Continued)

RIDER NO. 7 – SECA CHARGE

(Applicable to the Transmission Charges in All Rate Schedules)

The Seams Elimination Charge Adjustment ("SECA") Charge billed under this Rider is a pass-through of all charges incurred by the Company that are imposed by the PJM Interconnection, Inc. ("PJM") under its Open Access Transmission Tariff related to the elimination of Regional Through and Out Rates ("RTORs") for transmission service within PJM as it is presently constituted, including the Duquesne zone, and for transmission service between PJM and the Midwest Independent Transmission System Operator ("SECA Charges"). SECA Charges include all costs associated with the elimination of RTORs, including any related increases in transmission rates imposed by PJM on the Company.

The SECA Charge billed under this Rider shall be $0.001557 per kWh, and it shall apply to all customers who purchase their electric transmission requirements from the Company.

The SECA Charge billed under this Rider shall be subject to reconciliation. Amounts billed to customers under the SECA Charge will be reconciled against actual SECA Charges paid by the Company and subject to Commission audit.

The SECA charges imposed by PJM are under review and resolution by the Federal Energy Regulatory Commission ("FERC"). The above SECA Charge was billed through December 11, 2006, to recover costs incurred by the Company through such time. This Rider will remain in effect until the level of SECA Charges paid by the Company has been fully recovered, at which time the SECA Charge billed under this Rider will terminate, subject to any final reconciliation required due to final resolutions of litigation. If the SECA Charge billed under this Rider recovers more than the level of SECA Charges actually incurred by the Company, the Company will terminate the SECA Charge billed under this Rider and submit a plan of refund to the Commission for its approval. (C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY

(Applicable to Rate Schedules GS/GM AND GMH)

Default Service Supply ("DSS") provides medium commercial and industrial customers with a semi-annually adjusted rate for default service supply that determines supply charges based on a request for proposal to acquire the energy to serve the load of customers taking service under the provisions of this Rider. Medium commercial and industrial customers are defined in detail in Rate Schedules GS/GM and GMH, and, in general, are those customers with a monthly metered demand that is 25 kW to 300 kW in a twelve (12) month period.

AVERAGE RETAIL SUPPLY RATE (C)

Application Period	Energy Charge - ¢/kWh
July 1, 2009 through December 31, 2009	5.6662
January 1, 2010 through June 30, 2010	X.XXXX
July 1, 2010 through December 31, 2010	X.XXXX

(C)

Beginning July 1, 2009, the Company will provide default supply service under this Rider by obtaining the requirements from suppliers through competitive procurements of Full Requirements Load Following Contracts using a Request for Proposal ("RFP") process. The charges for DSS calculated based on the results of the RFP process for service under this Rider will be effective for each Application Period defined above.

The Full Requirements Load Following Contracts used to establish the above rates include energy, capacity, transmission and distribution line losses, grid management costs, congestion and congestion management costs, Alternative Energy Credits ("AECs") and other such services or products that are required to provide default service to the Company's medium commercial and industrial customers including Auction Revenue Rights and Financial Transmission Rights ("ARRs/FTRs"). Load Following Contracts shall not include transmission service within Duquesne's zone or ancillary services. Duquesne will be responsible for and continue to provide network integration transmission service, ancillary services, and certain grid management charges on behalf of all default service load. The applicable charges for these services are defined in Appendix A of this Tariff.

Service under this Rider No. 8 – Default Service Supply shall commence in accordance with the switching protocols in Rule 45.1.

PROCUREMENT PROCESS

Effective July 1, 2009, the Company will update the rates for the DSS on a semi-annual basis. The Company will issue an RFP prior to the beginning of each Application Period to update the default service supply rates. The updated rates will be based on the lowest new price(s) available from the winning suppliers through the RFP process. The rates will include a reconciliation adjustment for the prior period as described in the "Calculation of Rate" section of this Rider. In the month prior to the beginning of each Application Period, the Company will file new DSS charges with the Pennsylvania Public Utility Commission ("Commission") for the subsequent Application Period, and, upon Commission approval, these charges shall become effective on the first day of the following month.

STANDARD CONTRACT RIDERS - (Continued) (C)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules GS/GM AND GMH)

PROCUREMENT PROCESS – (Continued)

The medium commercial and industrial load will be divided into Tranches. Duquesne seeks to procure all Tranches in the RFP process pursuant to the RFP schedule approved by the Commission.

The selection of suppliers will be submitted to the Commission for its approval or rejection within one business day after submittal. If the bids are not acted on by the Commission within one business day, the Company may proceed on the basis that they are approved and award the bids pursuant to 52 Pa. Code § 54.188(d).

A winning supplier will provide full-requirements service for the percentage of DSS load corresponding to the number of Tranches won in the RFP. Full-requirements service means that the DSS supplier is responsible for fulfilling its percentage share of the requirements of service for DSS customers including energy, capacity, congestion costs (including ARRs/FTRs), line losses, renewable energy requirements and other charges as may be required by PJM.

CONTINGENCY PLAN

In the event Duquesne receives bids for less than all Tranches or the Commission does not approve all or some of the submitted bids or in the event of supplier default, then Duquesne will provide the balance of the default supply for medium commercial and industrial customers through purchases in the PJM spot markets until such time that a different contingency plan is approved by the Commission. Duquesne will submit to the Commission within 10 days after any such occurrance an emergency plan to handle any default service shortfall. All costs associated with implementing the contingency plan will be included as part of the DSS described in the section below, "Calculation of Rate."

CALCULATION OF RATE

DSS rates shall be determined based on the formula described in this section. The rates shall include an adjustment to reconcile revenue and expense for the previous application period. The DSS shall be determined to the nearest one-thousandth of one (1) mill per kilowatt-hour in accordance with the formula set forth below and shall be applied to all kilowatt-hours billed for default service provided during the billing month:

$$DSS = \frac{((DSSa - E) / (1-T)) - DR}{S}$$

Where:

DSS = Default Supply Service rate, converted to cents per kilowatt-hour, to be applied to each kilowatt-hour supplied to customers taking default service from the Company under this Rider.

(C) – Indicates Change

ISSUED: APRIL 20, 2009 EFFECTIVE: APRIL 21, 2009

STANDARD CONTRACT RIDERS - (Continued) (C)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules GS/GM AND GMH)

CALCULATION OF RATE – (Continued)

Where: - (Continued)

DSS_a = The total estimated direct and indirect costs incurred by the Company to acquire DSS from any source on behalf of customers described above in the "Procurement Process."

Filing	Computation Period
June 15, 2009	July 1, 2009 through December 31, 2009
December 15, 2009	January 1, 2010 through June 30, 2010
June 15, 2010	July 1, 2010 through December 31, 2010

The Computation Period shall be for each six-month period over which the DSS, as computed, will apply and as defined in the Table above. Projections of the Company's costs to acquire default supply for the Computation Period shall include all direct and indirect costs of generation supply to be acquired by the Company from any source plus any associated default service supply-related procurement and administration costs.

DR = Projected supply-related demand charge revenue for the Computation Period.

E = Experienced net over or undercollection of costs associated with the acquisition of supply for applicable customers as of the end of the six-month period ending one month prior to the Computation Period, including applicable interest. Estimated costs will be included for the sixth month due to timing of the filings, with full reconciliations in the subsequent filing. Interest shall be computed monthly at the rate provided for in Section 52 Pa. Code §54.187(f), from the month the over or undercollection occurs to the month in which the overcollection is refunded or the undercollection is recouped.

S = The Company's default service retail kWh sales to customers in the applicable Customer Class, projected for the Computation Period.

T = The Pennsylvania gross receipts tax rate in effect during the billing month, expressed in decimal form.

(C) – Indicates Change

ISSUED: APRIL 20, 2009 EFFECTIVE: APRIL 21, 2009

STANDARD CONTRACT RIDERS - (Continued) (C)

RIDER NO. 8 – DEFAULT SUPPLY SERVICE – (Continued)

(Applicable to Rate Schedules GS/GM AND GMH)

CALCULATION OF RATE – (Continued)

The DSS shall be filed with the Commission by the fifteenth of the month prior to the start of the Computation Period. The rate shall become effective for default supply service rendered on and after the beginning of the Computation Period unless otherwise ordered by the Commission, and shall remain in effect for a period of six (6) months, unless revised on an interim basis subject to the approval of the Commission. Pursuant to 52 Pa. Code §69.1809(c), upon determination that the DSS, if left unchanged, would result in a material over or undercollection of supply-related costs incurred or expected to be incurred during the current six-month period the Company may file with the Commission for an interim revision of the DSS to become effective thirty (30) days from the date of filing, unless otherwise ordered by the Commission.

The Company will file with the Commission by the fifteenth of the month prior to each Computation Period a reconciliation of the DSS revenue recovery during the immediately preceding Application Period pursuant to 66 Pa. C.S. §1307. The reconciliation shall become effective for service rendered on and after the beginning of the next calendar month and shall remain in effect for a period of six (6) months or until new DSS rates are approved by the Commission.

Minimum bills shall not be reduced by reason of the DSS. DSS charges shall not be a part of the monthly rate schedule minimum nor be subject to any credits or discounts.

Application of the DSS shall be subject to continuous review and audit by the Commission at intervals it shall determine.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 9 – DAY-AHEAD HOURLY PRICE SERVICE (C)

(Applicable to Rates GL, GLH, L and HVPS and Generating Station Service)

Day-ahead hourly price service provides large commercial and industrial customers with the ability to purchase their electric supply requirements on a day-ahead hourly basis. Beginning January 1, 2008, the Company will supply electricity under this rider by obtaining the requirements through the PJM market and passing through all such costs to the customer to provide this service. This rider is also available for the supply of electricity to generating stations that are not otherwise self-supplying and where the generating station is not otherwise receiving service from an EGS. Metering equipment must be installed at the generating station at the expense of the customer. (C)

MONTHLY CHARGES (C)

Energy charges are hourly and provided at the day-ahead and real-time PJM locational marginal prices based on the customer's day-ahead scheduled load and the customer's real time metered hourly load, plus energy-related ancillary services including PJM administrative charges, adjusted for losses, plus a retail margin. PJM posts the day-ahead locational marginal price on their web site at 4:00 PM EPT. Balancing operating reserve charges will be assigned to each customer based on their pro-rata share of the net system deviation from the day-ahead forecast. Capacity charges are equal to the full PJM Reliability Pricing Model ("RPM") capacity price for the Duquesne Zone, and shall recover the charges associated with the customer's share of the Company's capacity obligation assigned by PJM, plus the charges for capacity based ancillary services. Energy and capacity charges will be calculated using the following formula and adjusted for the Pennsylvania Gross Receipts Tax (GRT) in effect.

$$\sum_{t=\text{Start Hour}}^{\text{End Hour}} [L_{DAt} * (1+ADJ_t) * (LMP_{DAt} + OR_{DAt})] +$$

$$\sum_{t=\text{Start Hour}}^{\text{End Hour}} [((L_{RTt} - L_{DAt}) * (1+ADJ_t)) * LMP_{RTt}] +$$

$$\sum_{t=\text{Start Hour}}^{\text{End Hour}} [|((L_{RTt} - L_{DAt}) * (1+ADJ_t))| * OR_{RTt}] +$$

$$\sum_{t=\text{Start Hour}}^{\text{End Hour}} [(L_{RTt} * (1 + ADJ_t)) * (SR_{RTt} + REG_{RTt} + SCN_{RTt} + \text{REN} + SIA) + L_{RTt} * (PJM_S + FRA)] +$$

$$\sum_{D=\text{Start Day}}^{\text{End Day}} [(CO_D * CChg_D) + NPLC_D * (R_D + B_D)]$$

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 9 – DAY-AHEAD HOURLY PRICE SERVICE – (Continued) (C)

(Applicable to Rates GL, GLH, L and HVPS and Generating Station Service)

MONTHLY CHARGES – (Continued)

Where:

t = Particular clock hour in the Billing Period from start hour to end hour for energy charges.

D = Particular day in the Billing Period from start day to end day for capacity charges.

Customer Load

L_{DA} = Day-Ahead scheduled hourly load of the customer, measured in MW. (C)

L_{RTt} = Actual (Real-Time) metered load of the customer, measured in MW. (C)

ADJ_t = Adjustments to the customer load at the retail meter using the same methodology used to determine the hourly load obligations of a customer served by an EGS pursuant to Duquesne's Supplier Coordination Tariff. The hourly load adjustments shall be the sum of the percentage distribution and transmission (if applicable) losses of the applicable schedule as specified in Duquesne's Supplier Coordination Tariff. The Company will also adjust the customer load for the loss de-ration factor defined by PJM. (C)

Energy Charges

LMP_{DA} = Day-Ahead hourly locational marginal price (LMP) in $/MWH including energy, congestion and marginal losses for the Duquesne Zone or Duquesne Residual Zone as applicable. (C)

LMP_{RTt} = Real-time hourly locational marginal price (LMP) in $/MWH including energy, congestion and marginal losses for the Duquesne Zone or Duquesne Residual Zone as applicable. (C)

PJM Ancillary Service Charges and Other PJM Charges

SR_{RTt} = Hourly real-time synchronous reserve charge in $/MWH as calculated by PJM for supporting the customer's load. (C)

OR_{DAt} = Hourly Day-Ahead operating reserve (supplemental) charge in $/MWh as calculated by PJM for supporting the customer's load. (C)

OR_{RTt} = Hourly real-time operating reserve (supplemental) charge in $/MWH as calculated by PJM for supporting the customer's load. (C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 9 – DAY-AHEAD HOURLY PRICE SERVICE – (Continued) (C)

(Applicable to Rates GL, GLH, L and HVPS and Generating Station Service)

MONTHLY CHARGES – (Continued)

PJM Ancillary Service Charges and Other PJM Charges – (Continued)

REG_{RTt} = Hourly real-time regulation charge in $/MWH as calculated by PJM for supporting the customer's load. (C)

SCN_{RTt} = Real-time Synchronous Condensing Charge in $/MWH for supporting the customer's load if this charge is billed separately by PJM to the Company. (C)

S1A = PJM Schedule 1A rate in $/MWH applicable to the Duquesne Zone.

PJM_S = PJM Surcharge is a pass-through of the charges incurred by the Company for grid management and administrative costs associated with membership and operation in PJM. These are the charges incurred by the Company under PJM Schedules 9 and 10 to provide hourly price service. (C)

R_D = Reactive supply service charge in $/MW-day to serve the customer's load as calculated under the PJM Tariff Schedule 2.

B_D = Blackstart service charge in $/MW-day to serve the customer's load as calculated under the PJM Tariff Schedule 6A.

Retail Margin

FRA = The Company's fixed retail adder of $6.07 per MWH. (I)

Renewable Energy (C)

REN= Pass-through of the costs in $/MWH for the Company to comply with the Pennsylvania Alternative Energy Portfolio Standards (AEPS) Act of 2004 (Act 213).

Customer's Capacity Obligation and Network Service Peak Load

CO_D = Capacity Obligation in MW for each day associated with supporting the customer's load as described in the section "Determination of Capacity Obligation".

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 9 – DAY-AHEAD HOURLY PRICE SERVICE – (Continued) (C)

(Applicable to Rates GL, GLH, L and HVPS and Generating Station Service)

MONTHLY CHARGES – (Continued)

Customer's Capacity Obligation and Network Service Peak Load – (Continued)

$NPLC_D$ = The customer's daily network service coincident peak load contribution in MW. This quantity is determined based on the customer's load coincident with the annual peak of the Duquesne Zone (single coincident peak) as defined in the PJM Tariff Section 34.1.

Capacity Charges

$CChg_D$= The demand charge in $/MW-day, which is equal to the full PJM RPM Final Zonal Capacity Price for the Duquesne Zone. (C)

PJM bills these charges to the Company as a function of the load measured in megawatts (MW) and expresses these charges as $/MW, $/MWH and $/MW-day. The Company measures the customer's load and energy usage in kilowatts (kW) and will convert the above charges to $/kW, $/kWh and $/kW-day for the purposes of computing the customer's monthly bill.

LOCATIONAL MARGINAL PRICE

The "Duquesne Zone" is the PJM-defined area encompassing the franchised service territory of the Duquesne Light Company. The pricing for the Duquesne Zone contains every transmission load bus on the Company's system. PJM will determine the locational marginal price for the Duquesne Zone and an hourly nodal locational marginal price for each load bus. Load Serving Entities (LSE's) and wholesale transmission customers have the option of electing energy settlement at the hourly nodal prices.

The "Duquesne Residual Zone" is the pricing zone determinad by PJM in the event that LSE's or other wholesale transmission customers in the Duquesne Zone elect settlement based on nodal locational marginal energy prices. In such event the Duquesne Zone locational marginal price will be replaced by the Duquesne Residual Zone locational marginal price and:

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 9 – DAY-AHEAD HOURLY PRICE SERVICE – (Continued) (C)

(Applicable to Rates GL, GLH, L and HVPS and Generating Station Service)

LOCATIONAL MARGINAL PRICE – (Continued)

(i) the pricing for such zone will be calculated by PJM using a load-weighted average of the nodal locational marginal prices of all load buses within the Duquesne Zone, but excluding from such calculation the weighting at the respective nodal prices of the load served by LSE's or other wholesale transmission customers who have elected nodal settlement; and

(ii) settlement for all LSE's and wholesale transmission customers in the Duquesne Zone that have not elected nodal settlement, will have their load obligations settled on an hourly day-ahead, hourly real-time or other periodic basis at the respective PJM-determined price for the Duquesne Residual Zone for such period.

DETERMINATION OF CAPACITY OBLIGATION

The capacity obligation subject to the Demand Charges in this rider will be the customer's share of the Company's capacity obligation determined by PJM. The Company's capacity obligation will be calculated by PJM based on the Company's peak system load and will be the basis for the capacity obligation for the following planning year. (C)

In determining the customer's share of the capacity obligation, the Company will calculate the customer's peak load contribution. The peak load contribution is based on the customer's load coincidant with the peak hour of the five peak days as determined by PJM. The customer load in each of these five hours, adjusted for the Company's transmission and distribution line losses and the customer's share of unaccounted for energy will be averaged to calculate the customer's peak load contribution. Customers may participate as a Demand Resource or as an Interruptible Load Resource ("ILR") under RPM in PJM. Any and all charges or credits associated with the customer's participation as an ILR will be applied to the customer's bill. (C)

NOTIFICATION AND ELECTION OF SERVICE

Customers may elect to purchase their supply requirements through this rider at any time according to the requirements of Rule No. 45. Customers that do not elect service with an EGS will default to hourly price service under this rider. (C)

STANDARD CONTRACT RIDERS - (Continued) (C)

RIDER NO. 9 – DAY-AHEAD HOURLY PRICE SERVICE – (Continued) (C)

(Applicable to Rates GL, GLH, L and HVPS and Generating Station Service)

DAY-AHEAD SCHEDULING GUIDELINES (C)

The Company will provide an hourly load forecast (with losses) on the DLC customer choice web site for each customer taking service under this rider by 8:00 AM EPT each PJM business day. The customer may update the Company forecast prior to 10:00 AM EPT. The forecast at 10:00 AM EPT will be considered the final forecast values in the day-ahead demand bid and will be binding upon the customer. The Company will aggregate all of the final customer forecasts, de-rate per the mean PJM EDC loss de-ration factor, and submit this aggregated day ahead demand bid prior to 12 PM EPT PJM business day-ahead. The Company will review the forecasted loads provided by the customer to ensure they are reasonable so as to not affect charges that may be allocated to other participating customers.

All load submitted as part of the day-ahead demand bid for each customer will be billed to the customer at the day-ahead LMP. PJM will calculate the balancing charges based on the difference between the day-ahead demand bid and actual load. The customer will receive a charge or credit at the real-time LMP if the actual load is greater than or less than the demand bid, respectively. PJM balancing operating reserve charges will be assigned to each customer on this rider based on their pro rata share of the net system deviation from their portion of the day-ahead demand bid.

The Company will apply the procedures for load forecasting, day-after load estimates and supply schedules, and reconciliation as defined in the Company's Electric Generation Supplier Coordination, Rules 6, 7 and 8, respectively.

GENERAL

The Supply Charges are intended to recover the market costs of providing Default Service to customers in PJM as these costs may change or be redefined from time to time. The Supply Charges shall be calculated using the formula and prices referenced above, but may be revised from time to time, as necessary, to reflect changes in PJM rules and charges. The Company is required to include renewable energy sources as a component of providing POLR service. The Company will pass-through the charges required to comply with the Alternative Energy Portfolio Standards (AEPS) as those compliance requirements change. The formula is illustrative to reflect the charges in the PJM tariff and is subject to change at any time, as PJM rules, charges or market parameters change. (C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 10 - STATE TAX ADJUSTMENT

(Applicable to All Rates)

In addition to the charges provided in this Tariff, a two-part surcharge will apply to all bills rendered by the Company, pursuant to the Pennsylvania Public Utility Commission authorization of March 10, 1970, to compensate the Company for new and increased taxes imposed by the General Assembly.

Part 1 of the surcharge, at a rate of (0.4773%) will include Capital Stock Tax, Corporate Net Income Tax, and Public Utility Realty Tax, which will be applied to the distribution charges of customer bills. (D)

Part 2 of the surcharge, at a rate of 0.0000% will include Gross Receipts Tax and will be applied to all portions of customer bills. (D)

The Company will recompute the surcharge using the elements prescribed by the Commission's March 10, 1970, authorization:

1. Whenever any of the tax rates used in computing the surcharge is changed, in which case the recomputation shall take into account the changed tax rate.

2. Whenever the Company makes effective increased or decreased rates (other than net energy clause), in which case the recomputation shall take into account the adjustments prescribed by the Commission's March 10, 1970, authorization.

3. On December 22, and each year thereafter.

Every recomputation made pursuant to the above paragraph shall be submitted to the Commission within ten (10) days after the occurrence of the event or date which occasions such recomputation: and if the recomputed surcharge is less than the one then in effect the Company will, and if the recomputed surcharge is more than the one then in effect the Company may, accompany such recomputation with a Tariff or supplement to reflect such recomputed surcharge, the effective date of which, shall be ten (10) days after filing.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 11 - STREET RAILWAY SERVICE

(Applicable to Rates GS/GM and GL)

Where service is supplied at 11,500 volts or higher at two or more interconnected points of delivery to any street railway system for the purpose of conversion to direct current energy for the operation of such system, the Billing Demand in kilowatts of such service for distribution and supply charges, if purchased from the Company, shall be reduced by 7.20% for Rate GS/GM customers and 7.25% for Rate GL customers for the purpose of computation of the delivery charges of the bill under the applicable rate and any other applicable rider. (C)

(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 12 - BILLING OPTION FOR VOLUNTEER FIRE COMPANIES AND NONPROFIT SENIOR CITIZEN CENTERS

(Applicable to Rates GS/GM, and GMH)

Upon application, Volunteer Fire Companies, Nonprofit Senior Citizen Centers, Nonprofit Rescue Squads and Nonprofit Ambulance Services may elect to have electric service billed at the pricing of Rate RS or Rate RH provided that the customer satisfies the space heating requirements stated in the availability clause of Rate RH.

Contracts will be for a period of not less than one (1) year.

DEFINITIONS

VOLUNTEER FIRE COMPANY - A separately metered service location consisting of a building, sirens, a garage for housing vehicular fire fighting equipment, or a facility certified by the Pennsylvania Emergency Management Agency (PEMA) for fire fighter training. The sole use of electric service at this service location shall be to support the activities of the volunteer fire company. Any fund raising activities at this service location must be used solely to support volunteer fire fighting operations.

The customer of record at this service location must be a predominately volunteer fire company recognized by the local municipality or PEMA as a provider of fire fighting services.

NONPROFIT SENIOR CITIZEN CENTER - A separately metered service location consisting of a facility for the sole use of senior citizens coming together as individuals or groups and where access to a wide range of services to senior citizens is provided.

The customer of record at this service location must be an organization recognized by the Internal Revenue Service (IRS) as nonprofit and recognized by the Department of Aging as an operator of a senior citizen center.

NONPROFIT RESCUE SQUAD - A separately metered service location consisting of a building, sirens, a garage for housing vehicular rescue equipment, or a facility that is recognized by PEMA and the Pennsylvania Department of Health as a provider of rescue services. The sole use of electric service at this service location shall be to support the activities of the nonprofit rescue squad. Any fund raising activities at this service location must be used solely to support nonprofit rescue operations.

The customer of record at this service location must be an organization recognized by the IRS as nonprofit.

NONPROFIT AMBULANCE SERVICE - A separately metered service location consisting of a building, sirens, a garage for housing vehicular ambulance equipment, or a facility that is certified by the Pennsylvania Department of Health as a provider of ambulance services. The sole use of electric service at this service location shall be to support the activities of the nonprofit rescue squad. Any fund raising activities at this service location must be used solely to support nonprofit rescue operations.

The customer of record at this service location must be an organization recognized by the IRS as nonprofit.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 13 - GENERAL SERVICE SEPARATELY METERED ELECTRIC SPACE HEATING SERVICE

(Applicable to Rate GS/GM)

AVAILABILITY

Available for separately metered circuitry connected to electric space heating devices limited to electric resistance heaters, add-on heat pumps, heat pump compressors, system fans, pumps and controls except where the customer uses the Company's service for water heating, then water heating may also be included on the circuit. The space heating service may be provided at the same voltage as other electric service.

MONTHLY RATE

ENERGY CHARGES (C)

For the billing months of November through April, all kilowatt-hours will be billed the additional kilowatt-hour Monthly Energy Charges of Rate GS/GM. The applicable Monthly Additional Energy Charge will be determined based on the customer's monthly metered demand, including the demand associated with the separately metered electric space heating, as described in the Electric Charges section of Rate GM. For the billing months of May through October, Rate GS/GM will epply.

METER CHARGE.....$13.21 per month

The customer will be responsible for any necessary wiring, structural or equipment changes or relocations to allow the isolation and metering of the electric space heating system.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 14 - RESIDENTIAL SERVICE SEPARATELY METERED ELECTRIC SPACE AND WATER HEATING

(Applicable to Rate RS)

AVAILABILITY

Available for separately metered circuitry connected solely to electric space heating devices limited to electric resistance heaters, add-on heat pumps, heat pump compressors and system fans, pumps and controls comprising the customer's entire space heating system except where the customer uses the Company's service for water heating, then water heating equipment may also be included on the circuit.

MONTHLY RATE

ENERGY CHARGES (C)

For the billing months of November through April, all kilowatt-hours will be charged the Additional kilowatt-hours Winter Monthly Energy Charges of Rate RH. For the months of May through October, Rate RS will apply.

METER CHARGE .....$1.63 per month

SPECIAL TERMS AND CONDITIONS

1. Space heating equipment must be permanently installed, thermostatically controlled and approved by the Company.
2. The customer must use the Company's standard low voltage service as the sole primary method of space heating except that the space heating system may be supplemented with renewable energy sources such as solar, wind, wood or hydro. Any alternate energy source may be used to supplement an add-on heat pump.
3. The customer will be responsible for any necessary wiring, structural or equipment changes or relocations to allow isolation and metering of the electric space heating system and water heating equipment.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 14 - RESIDENTIAL SERVICE SEPARATELY METERED ELECTRIC SPACE AND WATER HEATING
- (Continued)

(Applicable to Rate RS)

SPECIAL TERMS AND CONDITIONS – (Continued)

4. The Company reserves the right to inspect at all reasonable times the customer's circuitry to determine that the load served under the terms of this rider is created by the equipment defined herein.

5. If the Company finds, in its sole judgment, that the conditions of this rider are being violated, it may discontinue application of the rider and bill all usage pursuant to Rate RH.

STANDARD CONTRACT RIDERS - (Continued)

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STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 16 - SERVICE TO NON-UTILITY GENERATING FACILITIES

(Applicable to all General Service Rates)

The following applies to non-utility generating facilities including, but not limited to cogeneration and small power production facilities that are qualified in accord with Part 292 of Chapter I, Title 18, Code of Federal Regulations (qualifying facility). Electric energy will be delivered to a non-utility generating facility in accord with the following:

A. DEFINITIONS

Supplementary Power is electric energy supplied by the Company or by an Electric Generation Supplier (EGS) to a non-utility generating facility and regularly used in addition to that electric energy which the non-utility generating facility generates itself. The Company's regular and appropriate General Service Rates will be utilized for billing for Supplementary Power. Customers purchasing Supplementary Power from an EGS will be billed for charges according to their applicable rate and billing arrangement with their EGS.

Back-Up Power is defined electric energy supplied by the Company to a non-utility generating facility during any outage of the non-utility generating facility's electric generating equipment to replace electric energy ordinarily generated by the non-utility generating facility's generating equipment.

Base Period is the twelve consecutive monthly billing periods applicable to the customer ending one month prior to the installation of new on-site generation or increase in capacity to existing on-site supply.

Contract Demand is the maximum electrical capacity in kilowatts that the Company shall be required by the contract to deliver to the customer for back-up service to the customer's generating facility.

Distribution Billing Determinants are the monthly billing period billing demand in kilowatts (kW) and the energy usage in kilowatt-hours (kWh) for Supplementary Power during the current billing month under which the on-site generation is operable.

Distribution Base Period Billing Determinants are the billing demand (kW) and the energy usage (kWh) for the month in the Base Period corresponding to the current billing month under which the on-site generation is operable. For new customers, the Company will use existing procedures to estimate Base Period Billing Determinants.

Supply Billing Determinants for customers on Rate Schedules GL, GLH, L and HVPS are the billing demand (kW) and energy usage (kWh) during the current billing month then in effect under Rider No. 9. Supply Billing Determinants for customers on Rate Schedule GS/GM and GMH shall be the same as those defined above for Distribution. (C)

(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 16 - SERVICE TO NON-UTILITY GENERATING FACILITIES - (Continued)

(Applicable to all General Service Rates)

B. BACK-UP POWER

The Company will supply such service each month at the following rates:

DISTRIBUTION

Contract Demand of 5,000 kW or more	$6.04 per kW, but no less than $1,405.00
Contract Demand of less than 5,000 kW	$6.45 per kW, but no less than $185.00

The distribution charges will be applied in each month based on the customer's Contract Demand without regard to whether or not back-up energy is supplied.

SUPPLY (C)

In any month that the Company provides energy to back up the customer's equipment, supply service shall be supplied and billed under Rider No. 9 for customers with Contract Demand of 300 kW or more. For customers having Contract Demand of less than 300 kW, the Company will bill the applicable supply demand and energy charges then in effect under Rate Schedule GS/GM. (C)

The use of backup power at this price level will be limited to 15% usage for all hours in a year. Incremental usage above this limit will be billed on the applicable general service rates, including all ratchets applicable.

If a customer's actual kW demand at the time back-up is being supplied exceeds the customer's back-up Contract Demand by 5% or more, the actual kW demand as established will become the customer's new back-up Contract Demand for the remaining term of the back-up contract. If a customer's actual kW demand at the time back-up service is being supplied exceeds the customer's back-up Contract Demand by 10% or more, the customer will be assessed a fee determined by the difference between the actual demand established when back-up service is being supplied and the back-up Contract Demand multiplied by two times the applicable charge per kilowatt.

C. INTERCONNECTION

Each non-utility generating facility will be required to install at its expense or pay in advance to have the Company install interconnection equipment and facilities which are over and above that equipment and facilities required to provide electric service to the non-utility generating facility according to the Company's General Service Rates, except as noted below. Any such equipment to be installed by the non-utility generating facility must be reviewed and approved in writing by the Company prior to installation. Nothing in this Rider shall exempt a new customer from the application of Rule No. 7 and Rule No. 9 regarding Supply Line Extensions and Relocation of Facilities.

However, customers may elect to pay the cost of existing or newly required transformation equipment that is over and above that equipment necessary for the Company to supply the customer with its contracted Supplemental Power via a monthly charge rather than in total at the onset of the contract. The monthly charge for transformation equipment for customers with contract demand under this rider of 5,000 kW or more will be determined by the Company on a case-by-case basis. For all others, the rate of $0.2523 per kW per month will apply.

(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 17 - EMERGENCY ENERGY CONSERVATION

(Applicable to Rates GL, GLH, L, and HVPS)

PURPOSE

This rider is applicable in conjunction with Tariff Rule No. 39.2, relating to Emergency Energy Conservation. It provides for deviation from and modifications to the charges and practices otherwise applicable to certain customers as a result of compliance with or noncompliance with energy conservation curtailment levels requested or ordered under emergency energy conservation conditions resulting from actual or potential shortage of fuel for electric supply. (C)

APPLICABILITY

Applicable progressively in the following order of priority as required by the need for curtailment to meet conditions resulting from actual or potential shortage of fuel for electric supply: (C)

1. To individual electric customer accounts served under Rates L and HVPS with recorded demand of 5,000 kW or higher in a recent 12-month period prior to the request of or order for emergency energy conservation.

2. To individual electric customer accounts served under Rates GL and GLH with recorded demand of 300 kW or higher in a recent 12-month period prior to the request of or order for emergency energy conservation.

Customers designated as exempt in the procedures for emergency energy conservation filed in accord with Tariff Rule No. 39.2 or by the Pennsylvania Public Utility Commission will be exempt from the provisions of this rider.

DEFINITIONS

1. **Base Period Energy Use** - The base energy use for a weekly period shall be determined by the Company for each applicable electric customer account based upon a consideration of the customer's actual past or current electric consumption and the customer's existing operation.

2. **Mandatory Curtailment Energy Use Level Target** - The Mandatory Curtailment Energy Use Level Target for each applicable customer shall be that percentage of base period energy use ordered pursuant to the emergency energy conservation procedures provided by Tariff Rule No. 39.2 or other percentage as a result of the order of appropriate governmental authority.

3. **Current Energy Use** - Current period use will be monitored on a weekly basis commencing on the date the emergency is declared.

(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 17 - EMERGENCY ENERGY CONSERVATION - (Continued)

(Applicable to Rates GL, GLH, L, and HVPS)

DEFINITIONS - (Continued)

4. **Compliance** - When the energy consumption in any weekly period during the period of the mandatory emergency energy conservation condition is equal to or less than the mandatory curtailment energy use level target, the customer will be deemed to have complied.

   In the event of continued non-compliance, the Company, upon notice to the Commission, may discontinue service.

   A customer may arrange with the utility for mutually acceptable methods for achieving the mandatory curtailment energy use level target, as long as the customer, in total, meets the curtailment target.

BILLING

During the period of emergency energy conservation condition, billing will be based on meter readings especially made to identify the demand established and energy used during the current energy use period. Customers in compliance with conservation orders will be excused from minimum bills and historical or Contract Demand or ratchet provisions and will be billed instead on the basis of current consumption and demand whenever the normal calculation method would produce a greater bill.

These customers will be individually notified of this special billing provision prior to the implementation of the emergency energy conservation procedure.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 18 - RATE FOR PURCHASE OF ELECTRIC ENERGY FROM CUSTOMER-OWNED RENEWABLE RESOURCES GENERATING FACILITIES

The Company will purchase electric energy from customer-owned generating facilities that: (1) are "qualifying small power production facilities" as defined in Subpart B - Qualifying Cogeneration and Small Power Production Facilities, of Part 292 of Subchapter K of Chapter 1, Title 18, Code of Federal Regulations ("facility"); (2) are located in the Company's service area; (3) use as the energy source renewable resources such as small scale hydro facilities of 30 megawatts or less, biomass, waste, solar or wind; and (4) meet one of the following three criteria:

(a) are subject to a contract dated prior to August 25, 1987, and are supplying electric energy, or have commenced construction of facilities to supply electric energy within sixty (60) day of August 25, 1987.

(b) are supplying electric energy to the Company under the terms of this rider on or before August 25, 1987, but are not subject to an executed contract.

(c) have been negotiating with the Company for a contract and it is determined that the project has been the subject of serious negotiations prior to August 25, 1987.

The electric energy will be purchased, as available, from such facilities at the rate of six (6) cents per kilowatt-hour, or at a rate based on the Company's avoided costs when such costs exceed six (6) cents per kilowatt-hour. For facilities that do not qualify under the provisions of this rider, electric energy will be purchased at a rate based on the Company's avoided costs as calculated in accordance with the applicable PA. P.U.C. regulations. Payment will be made monthly for the electric energy received from the facility in the preceding month.

Each facility will be required to install at its expense, or to have the Company install at the customer's expense, interconnection equipment and facilities including metering, protection and controls. All such interconnection equipment and facilities must be reviewed and approved in writing by the Company prior to installation.

The owner of each facility will be solely responsible for the operation, maintenance and repair of such facility.

The Company shall not be liable for damage to the facility which may result from its interconnection with the Company's facilities.

Purchase of electric energy under this rider shall be subject to all applicable Rules and Regulations of the Company's Electric Service Tariff, such Rules and Regulations to be read and interpreted, generally, with the word "purchase" substituted for the word "supply" or the word "service" where appropriate to reflect the application of the Rules and Regulations to the purchase rather than the sale of electric energy. (C)

The Company reserves the right to require a written contract covering the purchase of electric energy for each facility.

STANDARD CONTRACT RIDERS - (CONTINUED)

RIDER NO. 19 - OFF-PEAK WATER HEATING SERVICE

(Applicable to Rates RS, RH, RA and GS/GM)

AVAILABILITY

Available to customers on the applicable rates utilizing electric storage water heaters equipped with timing devices that control water heating to defined off-peak hours as the sole source of water heating.

MONTHLY RATE

ENERGY CHARGE

All kilowatt-hours of water heating usage at .....4.37 cents per kWh (I)

The energy charge per kilowatt-hour of water heating usage shall be revised annually each March 17th to reflect the average PJM Duquesne Zone off-peak price for the preceding calendar year, adjusted for transmission and distribution line losses. (C)

DETERMINATION OF MONTHLY WATER HEATING USAGE

For customers who have installed a storage water heating system that limits water heating to the defined off-peak hours specified and stores hot water for use during on-peak periods, the monthly water heating usage will be determined based upon the heating unit capacities as follows and subject to the limitation listed below:

Unit Capacity	Monthly Water Heating Allowance
30 to 39 gallons	Next 150 kWh of usage after the first 200 kWh
40 to 59 gallons	Next 200 kWh of usage after the first 200 kWh
60 to 99 gallons	Next 300 kWh of usage after the first 200 kWh
100 to 119 gallons	Next 400 kWh of usage after the first 200 kWh
120 gallons or greater	Next 500 kWh of usage after the first 200 kWh

STANDARD CONTRACT RIDERS (Continued)

RIDER NO. 19 - OFF-PEAK WATER HEATING SERVICE- (Continued)

(Applicable to Rates RS, RH, RA and GS/GM)

ON-PEAK AND OFF-PEAK HOURS

The following hours will be designated as on-peak hours:

Monday through Friday
10:00 A.M. TO 9:00 P.M.

The remaining hours including the generally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be designated as off-peak hours. The Company may, upon written notice to customers taking service under this rider and upon filing same with the Pennsylvania Public Utility Commission, make such changes in the on-peak hours as it may from time to time deem necessary.

SPECIAL TERMS AND CONDITIONS

To be eligible for this rider, the customer must agree to the following terms and conditions:

1. The electric storage water heaters must be approved by the Company as capable of meeting the usage control requirements of this rider.

2. The Company reserves the right to inspect at all reasonable times the energy storage and usage control devices that qualify the customer for this rider and to ascertain by any reasonable means that the time differentiated load characteristics of such devices meet Company specifications.

3. If the Company finds that in its sole judgment the conditions of this rider are being violated, it may discontinue billing the customer under the provisions of this rider and all usage will be billed at the applicable rate.

PROVISIONS UNDER DIRECT ACCESS

For customers purchasing their electric supply from an EGS, the customer will be billed the Distribution Charges of the applicable rate based on energy consumption net of the water heating allowance. (C)

STANDARD CONTRACT RIDERS - (Continued)

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STANDARD CONTRACT RIDERS - (Continued)

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STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 21 – NET METERING SERVICE

(Applicable to Rates RS, RH, RA, GS/GM, GMH and GL)

PURPOSE

This Rider sets forth the eligibility, terms and conditions applicable to Customers with installed qualifying renewable customer-owned generation using a net metering system. (C)

APPLICABILITY

This Rider applies to renewable customer-generators served under Rate Schedules RS, RH, RA, GS/GM, GMH and GL who install a device or devices which are, in the Company's judgment, subject to Commission review, a bona fide technology for use in generating electricity from qualifying Tier I or Tier II alternative energy sources pursuant to Alternative Energy Portfolio Standards Act No. 2004-213 (Act 213) or Commission regulations and which will be operated in parallel with the Company's system. This Rider is available to installations where any portion of the electricity generated by the renewable energy generating system offsets part or all of the customer-generator's requirements for electricity. A renewable customer-generator is a non-utility owner or operator of a net metered generation system with a nameplate capacity of not greater than 50 kilowatts if installed at a residential service (Rate RS, RH or RA) or not larger than 3,000 kilowatts at other customer service locations (Rate GS/GM, GMH and GL), except for Customers whose systems are above three megawatts and up to five megawatts who make their systems available to operate in parallel with the Company during grid emergencies as defined by the regional transmission organization or where a micro grid is in place for the primary or secondary purpose of maintaining critical infrastructure such as homeland security assignments, emergency services facilities, hospitals, traffic signals, wastewater treatment plants or telecommunications facilities provided that technical rules for operating generators interconnected with facilities of the Company have been promulgated by the Institute of Electrical and Electronic Engineers ("IEEE") and the Commission. (C)

Qualifying renewable energy installations are limited to Tier I and Tier II alternative energy sources as defined by Act 213 and Commission Regulations. The Customer's equipment must conform to the Commission's Interconnection Standards and Regulations pursuant to Act 213. This Rider is not applicable when the source of supply is service purchased from a neighboring electric utility under Borderline Service.

Service under this Rider is available upon request to renewable customer-generators on a first come, first served basis so long as the total rated generating capacity installed by renewable customer-generator facilities does not adversely impact service to other Customers and does not compromise the protection scheme(s) employed on the Company's electric distribution system. (C)

METERING PROVISIONS

A Customer may select one of the following metering options in conjunction with service under applicable Rate Schedule RS, RH, RA, GS/GM, GMH and GL.

1. A customer-generator facility used for net metering shall be equipped with a single bi-directional meter that can measure and record the flow of electricity in both directions at the same rate. A dual meter arrangement may be substituted for a single bi-directional meter at the Company's expense.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 21 – NET METERING SERVICE – (Continued)

(Applicable to Rates RS, RH, RA, GS/GM, GMH and GL)

METERING PROVISIONS - (Continued)

2. If the customer-generator's existing electric metering equipment does not meet the requirements under option (1) above, the Company shall install new metering equipment for the customer-generator at the Company's expense. Any subsequent metering equipment change necessitated by the customer-generator shall be paid for by the customer-generator. The customer-generator has the option of utilizing a qualified meter service provider to install metering equipment for the measurement of generation at the customer-generator's expense. Additional metering equipment for the purpose of qualifying alternative energy credits owned by the customer-generator shall be paid for by the customer-generator. The Company shall take title to the alternative energy credits produced by a customer-generator where the customer-generator has expressly rejected title to the credits. In the event that the Company takes title to the alternative energy credits, the Company will pay for and install the necessary metering equipment to qualify the alternative energy credits. The Company shall, prior to taking title to any alternative energy credits, fully inform the customer-generator of the potential value of those credits and options available to the customer-generator for their disposition.

3. Meter aggregation on properties owned or leased and operated by a customer-generator shall be allowed for purposes of net metering. Meter aggregation shall be limited to meters located on properties within two (2) miles of the boundaries of the customer-generator's property. Meter aggregation shall only be available for properties located within the Company's service territory. Physical meter aggregation shall be at the customer-generator's expense. The Company shall provide the necessary equipment to complete physical aggregation. If the customer-generator requests virtual meter aggregation, it shall be provided by the Company at the customer-generator's expense. The customer-generator shall be responsible only for any incremental expense entailed in processing his account on a virtual meter aggregation basis. (C)

BILLING PROVISIONS

The following billing provisions apply to customer-generators in conjunction with service under applicable Rate Schedule RS, RH, RA, GS/GM, GMH and GL:

1. The customer-generator will receive a credit for each kilowatt-hour received by the Company up to the total amount of electricity delivered to the Customer during the billing period at the full retail rate consistent with Commission regulations. On an annual basis, the Company will compensate the customer-generator for kilowatt-hours received from the customer-generator in excess of the kilowatt hours delivered by the Company to the customer-generator during the preceding year at the full retail value for all energy produced consistent with Commission regulations. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule. (C)

STANDARD CONTRACT RIDERS - (Continued) (C)

RIDER NO. 21 – NET METERING SERVICE – (Continued)

(Applicable to Rates RS, RH, RA, GS/GM, GMH and GL)

BILLING PROVISIONS - (Continued)

2. If the Company supplies more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company's system during the billing period, all charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

3. For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the distribution system, then through the remaining meters for the customer-generator's account equally at each meter's designated rate. Virtual meter aggregation is the combination of readings and billing for all meters regardless of rate class on properties owned or leased and operated by a customer-generator by means of the Company's billing process, rather than through physical rewiring of the customer-generator's property for a physical, single point of contact. The customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

APPLICATION

Customer-generators seeking to receive service under the provisions of this Rider must submit a written application to the Company demonstrating compliance with the Net Metering Rider provisions and quantifying the total rated generating capacity of the customer-generator facility.

MINIMUM CHARGE

The Minimum Charges under Rate Schedule RS, RH, RA, GS/GM, GMH and GL apply for installations under this Rider.

RIDERS

Bills rendered by the Company under this Rider shall be subject to charges stated in any other applicable Rider.

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 25
TO ELECTRIC – PA. P.U.C. NO. 24
SEVENTH REVISED PAGE NO. 113
CANCELLING SIXTH REVISED PAGE NO. 113

APPENDIX A

TRANSMISSION SERVICE CHARGES

(Applicable to All Rates)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission (FERC) for customers who receive Default Service from the Company. Customers taking Default Service from the Company shall be charged in accordance with the charges of the applicable rate schedules stated below. These charges shall also apply to riders applicable to each rate schedule.

MONTHLY RATES

Rate Class	Energy Charge $/kWh	Demand Charge $/kW	Monthly Charge Per Fixture	
RS	$0.013767			
RH	$0.006723			
RA	$0.013544			
GS	$0.009579			
GM < 25 kW	$0.006559	$0.90		(D)
GM => 25 kW	$0.008059	$1.11		(I)
GMH < 25 kW	$0.003880	$1.92(1)		(D)
GMH => 25 kW	$0.006237	$2.76(1)		(I)
GL		$2.60		
GLH		$2.72		
L		$2.58		
HVPS		$2.58		
AL	$0.004580			
SE	$0.004387			
UMS	$0.004158	$2.62		
SM, SH, PAL (by wattage):				
Mercury Vapor				
100			$0.19	
175			$0.31	
250			$0.43	
400			$0.68	
1000			$1.64	
High Pressure Sodium				
70			$0.12	
100			$0.21	
150			$0.30	
200			$0.40	
250			$0.47	
400			$0.72	
1000			$1.65	
Flood Lighting - Unmetered				
70			$0.12	
100			$0.20	
150			$0.29	
250			$0.43	
400			$0.67	

(1) June through September

(D) – Indicates Decrease (I) – Indicates Increase

ISSUED: JUNE 25, 2009 EFFECTIVE: JULY 1, 2009

DUQUESNE LIGHT COMPANY

SUPPLEMENT NO. 25
TO ELECTRIC – PA. P.U.C. NO. 24
THIRD REVISED PAGE NO. 114
CANCELLING SECOND REVISED PAGE NO. 114

APPENDIX A – (Continued)

TRANSMISSION SERVICE CHARGES – (Continued)

(Applicable to All Rates)

BILLING DEMAND

Billing Demand subject to Transmission Service Charges for customers taking service under Rate Schedules GS/GM and GMH shall be the same as that determined for distribution and supply charges under the applicable rate schedules.

Billing Demand subject to Transmission Service Charges for Customers taking service under Rate Schedules GL, GLH, L, HVPS and UMS shall be the customer's daily network service coincident peak load contribution in MW. This quantity is determined based on the customer's load coincident with the annual peak of the Duquesne Zone (single coincident peak) as defined in the PJM Tariff Section 34.1.

ANNUAL UPDATE

The Transmission Service Charges (TSC) defined herein will be updated effective June 1st of each calendar year or more often upon determination that the rates then in effect would result in a significant over or under collection. On or about May 1st, the Company will file revised TSC rates with the PA Public Utility Commission (Commission) defining rates in effect from June 1 to May 31 of the following year, the computation year. These rates shall be determined based on the projected revenue requirement for the computation year and the over or under collection of expenses based on actual TSC revenue and expense incurred up to March 1 of each filing year. In addition, the projected expense for the computation year will include the costs for ancillary services and PJM administrative costs. The revenue requirement and over or under collection shall be allocated to each rate class based on the class contribution to the Company's coincident peak load (1CP) and Default Service share of the 1CP load from the previous calendar year. The costs for ancillary services and PJM administrative expenses will be charged to each Rate Schedule using a flat charge per kWh as defined in the formulas below. PJM administrative expenses for customers on Rate Schedule GS/GM and Rate Schedule GMH with billing demand equal to or greater than 25 kW will be billed in accordance with Rider No. 8. The costs for ancillary services and PJM administrative expenses for rate classes GL, GLH, L and HVPS will be billed in accordance with Rider No. 9. The rates applicable to each Rate Schedule shall be determined in accordance with the following formulas. (C)

For Rate Schedules RS, RH, RA and applicable Riders:

$$TSC\text{-}kWh = \{ (RCRR - \text{"e"}) / RCSales + AS + PJM_{AC} \} * \{ 1/(1-T) \}$$

For Rate Schedules GS/GM and GMH with monthly Billing Demand less than 25 kW: (C)

Non-Demand Metered:

$$TSC\text{-}kWh = \{ (RCRR - \text{"e"}) / RCSales + AS + PJM_{AC} \} * \{ 1/(1-T) \}$$

Demand Metered:

$$TSC\text{-}kW = \{ ((RCRR - \text{"e"}) \times 50\%) / RCDemand \} * \{ 1/(1-T) \}$$

(C) – Indicates Change

ISSUED: JUNE 25, 2009 EFFECTIVE: JULY 1, 2009

APPENDIX A – (Continued)

TRANSMISSION SERVICE CHARGES – (Continued)

(Applicable to All Rates)

ANNUAL UPDATE - (Continued)

For Rate Schedules GS/GM and GMH with monthly Billing Demand less than 25 kW: - (Continued)

Demand Metered: - (Continued)

$$TSC\text{-}kWh = \{ ((RCRR - "e") \times 50\%) / RCSales + AS + PJM_{AC} \} * \{ 1/(1-T) \}$$

For Rate Schedules GS/GM and GMH with monthly Billing Demand equal to or greater than 25 kW: (C)

$$TSC\text{-}kW = \{ ((RCRR - "e") \times 50\%) / RCDemand \} * \{ 1/(1-T) \}$$

$$TSC\text{-}kWh = \{ ((RCRR - "e") \times 50\%) / RCSales + AS \} * \{ 1/(1-T) \}$$

For Rate Schedules GL, GLH, L, HVPS:

$$TSC\text{-}kW = \{ (RCRR - "e") / (RC1CP \times 12) \} * \{ 1/(1-T) \}$$

For Rate Schedule UMS:

$$TSC\text{-}kW = \{ (RCRR - "e") / (RC1CP \times 12) + AS + PJM_{AC} \} * \{ 1/(1-T) \}$$

For Rate Schedules SE, SM, SH and PAL:

Ancillary service and PJM administrative charges shall apply to these rate schedules. As defined below, ancillary service and PJM administrative charges are billed on a cents per kWh basis. For rate schedules SM, SH and PAL, the ancillary service and administrative rate defined in the following section shall be billed for each fixture based on the kWh usage defined for that fixture in each rate schedule. The rates in the preceding section are based on monthly usage per fixture.

Where:

TSC = Transmission service charge to be applied to all Transmission billing units (either kWh or kW, as indicated.)

RCRR = Projected total revenue requirement is established for the computation year of June 1st through May 31st, corresponding to the PJM planning year. The revenue requirement shall then be allocated to the specific rate classes by applying the ratio of the RC1CP to the Duquesne Zone 1CP for the prior year. (C)

APPENDIX A – (Continued)

TRANSMISSION SERVICE CHARGES – (Continued)

(Applicable to All Rates)

ANNUAL UPDATE - (Continued)

"e" = Total over or under collection calculated by comparing total TSC revenues billed to the specific rate class during the reconciliation year of the twelve month period ending February 28th or 29th to the total charges billed by PJM under its OATT as approved or accepted by FERC and allocated to the specific rate class based upon its Default Service share of the Duquesne Zone 1CP for the prior year, including applicable interest. Interest shall be computed monthly at the statutory rate, from the month the over or under collection occurs to the effective month that the over collection is refunded or the under collection is recouped. (C)

RCSales = Projected kWh sales for the specific rate class for the computation year.

RCDemand = Projected kW billing demand for the specific rate class for the computation year.

RC1CP = Rate Class load coincident with the peak hour of the peak day of the Duquesne Zone during the calendar year prior to the computation year.

AS = Ancillary service charge of 0.3871 cents per kWh. Ancillary services include, but are not limited to, spinning reserves, operating reserves, regulation, synchronous condensing charges, schedule 1 A and black start service, as well as other related charges defined in the PJM Open Access Transmission Tariff. (I)

PJM_{AC} = PJM administrative charge of 0.0287 cents per kWh. PJM administrative expenses include and are based on the stated rates in Schedules 9-1 to 9-5 and Schedule 9-FERC of the PJM Open Access Transmission Tariff ("OATT"). (D)

T = The total Pennsylvania Gross Receipts Tax rate in effect during the billing month, expressed in decimal form.

MISCELLANEOUS

Minimum bills shall not be reduced by reason of the TSC, nor shall charges hereunder comprise any portion of a monthly rate schedule minimum. The TSC shall not be subject to any credits or discounts and shall not be affected by the State Tax Adjustment Surcharge (STAS).

The Company shall file a report of TSC collections within thirty days following the conclusion of each computation-year quarter. These reports will be in a form prescribed by the Commission.

Application of the TSC shall be subject to review and audit by the Commission at intervals it shall determine. The Commission shall review the level of charges produced by the TSC and the costs included therein.

KENNETH L. CRAFT

v.

PENNSYLVANIA ELECTRIC COMPANY

COMPLAINT DOCKET NO. 20987

Service, § 285 — Instruments and equipment — Ownership.

[PA.] The **ownership** and maintenance responsibility of an electric utility ends at the point of delivery to the user.

Service, § 286 — Instruments and equipment — Maintenance responsibility.

[PA.] The maintenance responsibility of the consumer of electrical energy to maintain the internal security and control of his consumption of energy is his alone at the point of delivery.

BY THE COMMISSION, *April 7, 1976:*

This complaint, filed on March 17, 1975, alleges that respondent has failed to properly investigate, determine, and correct the cause of excessive consumption of electric service at complainant's premises.

Respondent, in its answer to the complaint, denies said allegation and avers that it has answered complainant's inquiries and has given adequate explanation regarding changes in complainant's bills.

Hearing was held on February 10, 1976, at Brookville, Jefferson County. No briefs were filed.

Complainant stated he does not deny that he is using all of the electricity which respondent has billed him for, but cannot understand why his bills are higher than his neighbors'. Although complainant admits that respondent's representatives have checked the meter and have monitored the usage of complainant's major appliances, he insists that respondent has failed to determine the cause of excessive consumption. In particular, complainant feels that, since his home was vacant during August, 1974, and August, 1975, the bills should have decreased.

In regard to the increase in complainant's bills respondent's witness testified by direct testimony as follows:

"Q.: Now, in connection with the complaints of Kenneth L. Craft, did you assemble statistical information regarding the various elements of his complaint?

"A.: I did.

"Q.: Among the statistics that were assembled did you determine the amount or number of kilowatt-hours consumed in his home during the years from 1968 through 1975?

"A.: Yes, I have that record.

"Q.: Could you state the average consumption in kilowatt-hours during 1975-1974?

"A.: The average kilowatt-hours through the year 1975 used at Mr. Craft's home was 100.25 kilowatt-hours per day. I took that by dividing the kilowatt-hour consumption for twelve months by 365 days. '74 it was 102 kilowatt-hours per day. It has been as low as 82 kilowatt-hours per day.

"Q.: Was that before he had finished his basement — put electric heat in the basement?

"A.: I don't quite understand your question, Attorney Maine.

"Q.: I say, the consumption per day you said was as low as 82 kilowatt-hours per day. Was that prior to the time that he finished his basement and installed electric heating in the basement?

"A.: Yes.

"Q.: I direct your attention to the statement in the complaint that, 'It was determined that my daily usage was 180 kilowatts.' Would you say that is correct, assuming that the petitioner referred to kilowatt-hours?

"A.: I would say it is incorrect, assuming he was referring to kilowatt-hours instead of kilowatts, yes.

"Q.: Now, to what do you attribute these increases referred to in the complaint between 1968 and 1975?

"A.: Well, as I spent some time with Mr. and Mrs. Craft up at their home, I will try to repeat what I said that evening, that their increase — their total increase consisted of basically three things: A basic rate in-

crease by Pennsylvania Electric Company, four increases in the past five years — four years.

"Q.: You are talking about increases that are approved by the Commission, is that correct?

"A.: Oh, yes. An increase in fuel cost adjustment, primarily in the past year. And his annual energy consumption increased over the years. The basic rate increased about 21.6 percent. The fuel cost adjustment increased in the past year or year and a half 55.5 percent and his annual consumption increased 18.1 percent. And the increase primarily was in the year — in the following year that he completed his basement. In all, his money paid Pennsylvania Electric Company increased from the year '68 to '74-'75 about 88 percent, yet there was about a 95 percent increase in these three items. As I explained to Mr. Craft, the reason his bill didn't go up 95 percent is if you double your kilowatt-hours your cost on a basic rate does not double. Therefore, his actual increase in the amount of money he paid over the years increased '75 over '68 was lower than the actual increases in these three basic items."

A further testimony by respondent's witness indicates that complainant's service meter was tested and found to be operating within the limits of accuracy established by the Commission, and no evidence of a grounding situation was observed at the time of the test. The testimony also revealed that both August, 1974, and August, 1975, experienced the lowest consumption of each respective year, which reflects complainant's absence during these periods and a corresponding reduction in usage.

It is apparent from complainant's testimony that his main contention is, since his bills are higher than his neighbors' bills, his bills must be excessive. Respondent's witness, when questioned by the Hearing Examiner about comparing billing accounts, testified as follows:

"A.: I can pass an opinion. It is very difficult to compare one home with another because there are so many variables. Living habits are not the same; physical structure is not the same; appliances — he may have a dishwasher and I may have a dishwasher and the ratings on these dishwashers could be different. Mine could use more power than yours and vice versa. Now, I could use 100-watt lamps all throughout my house and possibly you could be using 50-watt lamps. It is very, very difficult, even if you walk through a home — I mean to look at two different water heaters, electric water heaters, you would think that they had the same wattage in each water heater. Of course different manufacturers make different wattage design heaters. The amount of water drawn off the heater depends on the family, the number in the family, how many times you bathe. Refrigeration depends on how many times you open the door of the

refrigerator. It depends on the age of the refrigerator. If you have a new frost-free refrigerator and you have an old frost-free refrigerator, yours could be using more consumption because the sealing factors on the door could be deteriorating. I am just saying it is very difficult to take two homes and compare them. We have never had two identical homes, identical families, identical living habits we could compare with.

"Q.: In your opinion, is there anything that Pennsylvania Electric Company could do further to assist the Crafts in their problem of high electric bills, at least higher than they feel they should be compared to their neighbors?

"A.: I have no recommendations. I think the Crafts want to live the way they want to live and they want the conveniences of electricity, and rightfully so, but I personally have no suggestions on how to conserve on energy. It is a very difficult —

"Q.: I am not talking about conserving. I am talking about, in their mind they feel there is something out of the ordinary that is causing this problem. Is there anything any way you feel, assuming there is something out of the ordinary, that it might be uncovered to solve their situation, anything further that you feel your company could do to aid them in this matter?

"A.: I don't believe there is anything further that we can do, but we would be more than willing to review their situation again with them at their home and see if there is something that we could do. I personally checked their voltage. I personally checked the amperage that evening and Ken was with me when I did it and we accounted for the energy he was using at that particular instance. I think we accounted for the energy that he was using at his home at that particular instant. I think we have done just about everything we can. These escalating costs are the concern and we have no way of correcting this condition. We are doing everything in our power to try to correct that condition but we have been unable to do it."

It is apparent from the foregoing that respondent has reasonably investigated the subject matter of the complaint and, in so doing, has found complainant's power consumption to be congruent with his connected electrical load. Inasmuch as respondent's ownership and maintenance responsibilities end at the point of delivery, it is complainant's sole responsibility for maintaining the internal circuitry and controlling his consumption of electrical energy.

Upon full consideration of all matters relevant and material to this proceeding, the Commission finds and determines that the instant complaint should be dismissed; THEREFORE,

IT IS ORDERED: That the instant complaint be and is hereby dismissed.

JOHN W. MARNICKAS

v.

TREMONT WATER AND GAS COMPANY

COMPLAINT DOCKET No. 20676

Rates, § 256 — Rate schedules — Interpretations.

[PA.] When more than one of the rates contained in the tariff is applicable to a customer, it is the obligation of the utility to apply that rate which will result in the lowest cost to that customer.

BY THE COMMISSION, *April 7, 1976:*

This complaint, filed on September 20, 1974, by John W. Marnickas, alleges that the Tremont Water and Gas Company, respondent, has rendered excessive charges for water service furnished to complainant's premises and that respondent has notified complainant that service will be discontinued unless payment is made.

Respondent's answer to the complaint allegation avers, inter alia, that the charges rendered by respondent are in accordance with the schedule of rates and regulations established in its tariff and that respondent did threaten to discontinue service to complainant's premises for the reason that payment for the bill was in default for a period of six months.

A stipulation of facts agreed to by attorneys to both parties was filed at the hearing held February 5, 1975, in the absence of testimony.

The principal issue in this complaint proceeding is the method of billing being employed by respondent for water service it provides to complainant's premises. The complainant contends that the billing rendered by respondent is not the lowest possible rate applicable to complainant's



LEXSEE 1990 PA. PUC LEXIS 156

Michael Hineline v. Metropolitan Edison Company and Pennsylvania Power & Light Company

C-902777

PENNSYLVANIA PUBLIC UTILITY COMMISSION

1990 Pa. PUC LEXIS 156; 126 P.U.R.4th 312

October 5, 1990

PANEL: [*1]

Commissioners Present: William H. Smith, Chairman; Frank Fischl; David W. Rolka; Joseph Rhodes, Jr.

OPINION: OPINION AND ORDER

BY THE COMMISSION:

On February 15, 1990, Michael Hineline ("Complainant") filed a Complaint against the Metropolitan Edison Company ("Met-Ed") and Pennsylvania Power and Light Company ("PP&L"). The Complaint alleged that the two utilities each require only a service inspection before providing electric service to a residential or commercial structure. The Complainant considers this inspection inadequate because there was no inspection of the rough wiring prior to its concealment by walls and other building panels and because there was no inspection of the structure after various devices and equipment were installed. The Complainant, an electrical inspector himself, was concerned that without a rough wiring inspection and a final inspection there was no way to ascertain full compliance with the National Electric Code ("NEC") and, since the majority of electrical fires allegedly occur due to faulty wiring within a structure, Complainant believes that the service inspection system is insufficient. As a remedy, Complainant requests that a specific regulation be adopted [*2] which would preclude the two utilities from providing service to a residential or commercial structure without a thorough inspection by an electrical inspector which would include (1) a service inspection, (2) a rough wiring inspection, and (3) a final inspection. In short, Complainant wants the Commission to require that all structures be wired in accordance with the National Electric Code before allowing electric service to be provided.

On March 14, 1990, Met-Ed filed an Answer Of Metropolitan Edison Company To Complaint of Michael Hineline, as well as, a Motion Of Metropolitan Edison Company To Dismiss Complaint. The Motion To Dismiss alleged (1) that nothing in the Complaint indicated that Met-Ed's facilities or service were unsafe, (2) that Met-Ed had not violated any law, regulation or Order of the Commission, (3) that no hearing was necessary, (4) that municipalities had the specific authority to adopt construction codes, (5) that, if utilities were required to perform internal wiring inspections, ratepayer costs would increase, (6) that no cause of action was stated, and (7) that, if a cause of action was stated, the problem should be addressed in a statewide, generic investigation. [*3]

Also on March 14, 1990, PP&L filed a Conditional Answer And Motion To Dismiss Of Pennsylvania Power & Light Company. In its Motion To Dismiss, PP&L alleged (1) that the Complaint failed to state a cause of action, (2) that the internal wiring of a building does not constitute utility service or facilities, (3) that a hearing was not necessary, (4) that municipalities have the authority to establish construction Codes, (5) that requiring utilities to inspect internal wiring would increase ratepayer costs, and (6) that the Commission should not attempt to transfer inspection responsibilities to utilities.

On April 6, 1990, Complainant filed Complainant's Response To Metropolitan Edison Company's Motion To Dismiss and on April 17, 1990, Complainant filed Complainant's Response To Pennsylvania Power and Light Company's Motion To Dismiss.

On June 19, 1990 Administrative Law Judge Louis G. Cocheres ("ALJ") issued his Initial Decision granting the Motion Of Metropolitan Edison Company To Dismiss Complaint and the Motion To Dismiss Of Pennsylvania Power & Light Company, and dismissing the Complaint concluding that a hearing was not necessary and that the Complaint was insufficient as [*4] to substance. Subsequently, on July 9, 1990, Complainant filed Exceptions and on July 19, 1990, Met-Ed and PP&L filed Reply Exceptions.

DISCUSSION

In the original Complaint, Complainant has alleged that the Commission has the authority to direct a utility to provide corrective action when a utility provides unsafe service or facilities. Subsequently, in various pleadings, Complainant has admitted that the two utilities' facilities are not unsafe, so that the issue before the Commission is whether Met-Ed and PP&L are rendering unsafe service. In this instance, the alleged unsafe service is the failure of Met-Ed and PP&L to inspect or require an inspection of the rough wiring of a building, and a final inspection prior to the building receiving service.

The Public Utility Code defines service as follows:

"Service." Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, [*5] and the public, . . .

66 Pa C.S. 102. (Emphasis added.) In order to properly focus on the issue, the ALJ first determined what service Met-Ed and PP&L provides that is subject to this Commission's regulation. In this case, that service is the production and supply of electric energy to residential and commercial buildings. Further, the ALJ determined that they have the duty to supply electricity to their customers in a safe manner.

Secondly, the ALJ determined that the utilities' policy of requiring an electric inspector to certify the installation of the service line only is consistent with their duty to supply electricity safely to the customer and that, therefore, the safety concerns of the Complainant are the responsibility of the customer, not the utilities.

The Complainant excepts to these conclusions, essentially stating that his position is that the utilities' duty to inspect electric facilities extends to the entire building of a customer and that the utility cannot provide safe service if it is unaware of the condition of the internal wiring.

Complainant does not allege that the utilities are providing unsafe service or that their facilities are unsafe per se, but [*6] that by their failure to perform or require a rough wiring and final inspection, the "service" is unsafe. Traditionally, utilities, the Commission, and the Courts have recognized that the ownership and maintenance responsibility of an electric utility ends at the point of delivery to the customer. The point of delivery being the customer's meter. From that point on, the customer owns and assumes the responsibility for the maintenance and security of the internal wiring. *Kenneth L. Craft v. Pennsylvania Electric Company, 50 Pa.P.U.C. 1 (1976)*

As stated in the Complainant's original Complaint, Met-Ed's Tariff, Rule (4)-Customer's Wiring, states:

There shall be no obligation on the part of the Company either to connect or remain connected with any Customer's wiring or facilities when the installation or maintenance thereof is not in accordance with the provisions of the National Electrical Code and the Company's requirements, .

Also, PP&L, in its Tariff at Rule 2 - Requirements for Service, paragraph G - Customer's Installation, states:

The customer's service facilities shall be installed and maintained in accordance with Company's "Rules For Electric Meter and Service [*7] Installations".

and

Company may refuse to commence or continue service when, in Company's opinion, customer's installation is not in proper operating condition or does not conform to this tariff.

In PP&L's "Rules For Electric Meter and Service Installations, Rule 19 - Customer's Equipment-Inspection states:

(a) The customer's wiring and electrical apparatus shall be installed, maintained and operated by the customer in accordance with and in conformity to any and all, local or other governmental requirements, the National Electrical Code, and these rules.

It is evident that Met-Ed and PP&L both require that all customer owned wiring be done in accordance with the NEC and Company requirements and that they may refuse to connect or allow to remain connected any installations not in accordance with the NEC and Company requirements. The Complainant would take this one step further and have the Commission require that the utilities perform the inspections. However, as Met-Ed and PP&L have stated, requiring the utilities to perform these inspections would be duplicative of the work already performed by local governments and result in increased costs to both the utility and the [*8] customers.

The Initial Decision presents a well reasoned analysis of a utility's duty to provide safe service and facilities. The Exceptions of Complainant have not presented the Commission with anything new or unique and, hence, will be denied. THEREFORE,

IT IS ORDERED:

1. That the Exceptions of Complainant, Michael Hineline are denied.

2. That the Initial Decision of Administrative Law Judge Louis G. Cocheres is adopted.

3. That the Motion Of Metropolitan Edison Company To Dismiss Complaint is hereby granted.

4. That the Motion To Dismiss Of Pennsylvania Power & Light Company is hereby granted.

5. That the Complaint of Michael Hineline against Metropolitan Edison Company and Pennsylvania Power & Light Company at Docket No. C-902777 is hereby dismissed.

Legal Topics:

For related research and practice materials, see the following legal topics:
Energy & Utilities LawTransportation & PipelinesElectricity TransmissionEnergy & Utilities LawUtility Companies-Contracts for ServiceEnergy & Utilities LawUtility CompaniesRatesGeneral Overview

Wivagg Printing Co., Inc.

Over 100 Years of Quality Printing.



wivaggprinting@comcast.net

About Us

What drives us

In todays market we realize the time from placing your order and us filling it has grown shorter and shorter we strive to keep our deadlines on time and your needs fulfilled. In this fast paced business market we know its whoever gets their name out first is usually ahead of the competition, and will paramount in customers minds as they become the comparison for all the following competitors. So with our ambition to stay ahead with the technological advances in the printing market help to keep your company ahead of the competition.

People

Our staff has been involved in the printing industry from the start of their careers to the present day, and it is that wealth of knowledge and experience that makes the difference in the quality of your printing. Each member has shared skills with the other to enable a seamless workflow to enhance productivity and solidarity in our company. Teamwork is the foundation to our success in the industry for the past 100 plus years.

Company

Our company began in 1900 when two men Hutchison & Broadbent broke away from the job shop sector of the Daily News of McKeesport. As time went on an apprentice of the company Elmer Wivagg bought out both the owners and became Wivagg Printing primarily a letterpress shop. Elmer had begun to integrate offset to the company when tragedy stuck and the building caught fire in 1972. After recovering from the fire the shop became primarily offset and began down the road that leads us to today. The Wivagg family is no longer involved with the company they decide to leave the business in the early 90's and sold the company to three investors an employee, and two owners of Ryan Printing. Shortly after the turn of the century the Ryans no longer wished to be involved and sold to another employee, Jake Beech who started as an apprentice in 1995 and is now Owner and President of the company. As you can see throughout the history of the company it has remained somewhat of a family oriented business. The one thing that remained an an enigma was how to pronounce our name Wivagg (wiv-agg) and where are we located in McKeesport and the most common response was Next to H&H fish a staple in downtown McKeesport.

Our Future

The company has made investments in the growth of our abilities,with the purchase of a computer to plate system, a four color offset printing press,and a wide format printer. These are just the begining steps to a brighter future for the company and our customers, with advancements in technology and more enviromentally safe papers and printing methods. The enviroment as well as cost effective printing are our conserns as well as our customers. With the industry heading the way of large retail outlets we are still cost effective as well as a more personalized service. Growth is definately on the table as we look to the future, we are always looking for new products and methods to open even more markets for our customers. ,

Wivagg Printing Company, Inc. we try to make service our first priority.

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