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ORIGINAL¹

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

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: Joseph & Lisa DeGennaro v. Pennsylvania : Docket No.
: Electric Company (Penelec). Service : C-20066055
: dispute. :
: :
: Initial in-person hearing. :
: :
----- X

Pages 1 through 174 Hearing Room Four
Keystone Building
Seventh and Forster Streets
Harrisburg, Pennsylvania

Wednesday, August 30, 2006

Met, pursuant to notice, at 10:02 a.m.

BEFORE:

KANDACE F. MELILLO, Administrative Law Judge

APPEARANCES:

JOSEPH DeGENNARO, Pro se
1909 North Eleventh Avenue
Altoona, Pennsylvania 16601
(Complainant)

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	<u>ALJ'S</u>																							
	(None.)																							
	<u>Complainant's</u>																							
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FORM 2

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P R O C E E D I N G S

(Whereupon, the documents were marked as Penelec's Exhibits Nos. P-1 through P-14 for identification.)

ADMINISTRATIVE LAW JUDGE KANDACE MELILLO:

This is the time and place for an initial in-person hearing in the formal complaint of Joseph and Lisa DeGennaro versus the Pennsylvania Electric Company. The Docket Number is C-20066055. It involves a service dispute. The complaint was filed with the Commission on March 29, 2006 and an answer, in a due manner, was filed by the Pennsylvania Electric Company, also known as Penelec, on April 24, 2006.

I am Administrative Law Judge Kandace F. Melillo, assigned by the Commission to preside in this matter. I note the appearance this morning of Bridgid M. Good, Esquire on behalf of the Pennsylvania Electric Company. Good morning, Ms. Good.

MS. GOOD: Good morning, Your Honor.

JUDGE MELILLO: And also Joseph DeGennaro, the complainant. And is also Lisa DeGennaro here?

MR. DeGENNARO: She is not, Your Honor.

JUDGE MELILLO: All right. And are you proceeding with counsel or without counsel?

MR. DeGENNARO: Without counsel, Your Honor.

JUDGE MELILLO: All right. Then you will be

FORM 2

1 noted as proceeding pro se.

2 The parties were notified of today's hearing
3 by a hearing notice dated June 27, 2006. In addition, a
4 pre-hearing order dated June 27, 2006 was served on the
5 parties and also set forth the date and time of the
6 hearing. This hearing is being transcribed, so I ask all
7 of you to please speak clearly, slowly and loudly.

8 As is my custom, I want to give both parties
9 at this time an opportunity to discuss settlement, if the
10 parties want to do that. Do the parties think that a
11 settlement discussion at this time would be fruitful?

12 MS. GOOD: No, Your Honor, we do not. We
13 have discussed settlement and we have not been able to
14 reach an agreement and no further discussions would be
15 fruitful.

16 JUDGE MELILLO: All right. Let me -- could
17 we go off the record just a moment?

18 (Off the record discussion.)

19 JUDGE MELILLO: Back on the record. All
20 right. Ms. Good, you were saying that you did not think
21 that settlement discussions would be fruitful at this time;
22 you said that you have had settlement discussions and that
23 they have not been fruitful, is that correct?

24 MS. GOOD: That's correct, Your Honor.
25 Excuse me. That's correct, Your Honor.

1 JUDGE MELILLO: All right. Mr. DeGennaro,
2 would you agree with that; that settlement discussions at
3 this time would not be fruitful?

4 MR. DeGENNARO: Partially true, Your Honor.
5 That's entirely up to Penelec.

6 JUDGE MELILLO: All right. We'll go
7 forward, then. All right. Mr. DeGennaro, you have the
8 burden of proof in this matter, so you will go first in the
9 order of presentation. Since you do not have an attorney,
10 I might be asking you a series of questions after your
11 presentation. I want you to understand that I am not
12 acting as your attorney. My job is to render a decision in
13 this matter and my questions will help me to do that.

14 You will present your evidence and then Ms.
15 Good, as counsel for the utility, will have an opportunity
16 to ask you some questions and then you may have a redirect
17 after that. And then Ms. Good will present her witness or
18 witnesses and exhibits and you will have an opportunity to
19 ask questions of her witness or witnesses and I may also
20 have some questions. After that, since you have the burden
21 of proof, Mr. DeGennaro, you will have the opportunity to
22 present evidence in rebuttal to the utility's case and the
23 utility will have the opportunity to ask questions of you
24 regarding your rebuttal. Is everyone clear about the
25 procedure?

1 MS. GOOD: Yes, Your Honor.

2 MR. DeGENNARO: Yes, Your Honor.

3 JUDGE MELILLO: All right. Any questions
4 before we begin?

5 MS. GOOD: No, Your Honor.

6 MR. DeGENNARO: No, Your Honor.

7 JUDGE MELILLO: All right. Very well. All
8 right. Mr. DeGennaro, I take it that you would wish to
9 testify on your behalf?

10 MR. DeGENNARO: Yes, Your Honor.

11 JUDGE MELILLO: All right. Please take the
12 witness stand.

13 MR. DeGENNARO: (Complying.)

14 JUDGE MELILLO: All right. Remain standing
15 there and raise your right hand.

16 MR. DeGENNARO: (Complying.)

17 Whereupon,

18 JOSEPH DeGENNARO

19 having been duly sworn, testified as follows:

20 JUDGE MELILLO: Thank you. Please be
21 seated.

22 THE WITNESS: (Complying.)

23 DIRECT TESTIMONY

24 (Pause.)

25 JUDGE MELILLO: State your name and address

1 for the record.

2 THE WITNESS: My name is Joseph DeGennaro.
3 I live at 1909 North Eleventh Avenue, Altoona,
4 Pennsylvania.

5 JUDGE MELILLO: And does your utility
6 dispute involve service at that address?

7 THE WITNESS: Yes, it does, Your Honor.

8 JUDGE MELILLO: All right. And are you the
9 owner of that property?

10 THE WITNESS: Yes, I am.

11 JUDGE MELILLO: And are you currently a
12 Pennsylvania Electric Company, also known as Penelec,
13 residential customer at that address?

14 THE WITNESS: Yes, I am, Your Honor.

15 JUDGE MELILLO: All right. Why don't you
16 start out first describing your home's square footage
17 approximate size and then begin describing your complaint?
18 Although I would like you to begin chronologically. In
19 other words, begin with the first matter and then go from
20 there.

21 THE WITNESS: I have in front of me, Your
22 Honor.

23 JUDGE MELILLO: Okay. You have what?

24 THE WITNESS: I have in front of me.

25 JUDGE MELILLO: You have something in front

1 of you?

2 THE WITNESS: Yes.

3 JUDGE MELILLO: All right.

4 THE WITNESS: The original complaint that
5 was filed to your attention.

6 JUDGE MELILLO: All right. Well why don't
7 you start -- first of all, why don't you describe your
8 property that you currently live at, your house and then
9 we'll go from that?

10 THE WITNESS: Okay. 1909 North Eleventh
11 Avenue in Altoona, Pennsylvania. Our home is approximately
12 3,600 square feet, a two story dwelling. It's situated on
13 North Eleventh Avenue. I reside there with my wife and
14 three children. And the reason that we're here today is--

15 JUDGE MELILLO: Well, first of all, what's
16 the lot size where you live?

17 THE WITNESS: The lot size is one-hundred
18 feet in frontage and one-hundred-fifty feet in depth.

19 JUDGE MELILLO: All right. Go ahead,
20 please.

21 THE WITNESS: The complaint, I think -- I
22 don't know if you've had a chance to review it, Your Honor,
23 but I'll start from the beginning.

24 JUDGE MELILLO: Yes, please do.

25 THE WITNESS: I met with Elaine -- Eileen, I

1 apologize, a field engineer from Penelec to discuss power
2 and how to get it to our new home.

3 JUDGE MELILLO: Do you know what that
4 person's last name? You know her as Elaine or Eileen?

5 THE WITNESS: I'm not sure which one it is.
6 I know I don't know her last name, Your Honor.

7 JUDGE MELILLO: And it's someone from
8 Penelec?

9 THE WITNESS: Yes.

10 JUDGE MELILLO: All right. Very well, go
11 ahead.

12 THE WITNESS: She told me that all that
13 needed done was to clear some trees to bring out the line
14 to our new home. If I can ask a question, Your Honor, do
15 you have a copy of the original complaint?

16 JUDGE MELILLO: I do have a copy of your
17 original complaint.

18 THE WITNESS: Okay. There is--

19 JUDGE MELILLO: But the complaint isn't
20 evidence. You need to testify under oath. And even though
21 you might have something in your complaint, you need to
22 specific what you want on the record to support your
23 position in this case.

24 THE WITNESS: Okay. I have it in front of
25 me, so I'll put it in evidence.

1 JUDGE MELILLO: All right. Go ahead.

2 MS. GOOD: And Your Honor, I want to make
3 sure that whatever Mr. DeGennaro has I have a copy of as
4 well. If he's talking about the complaint he has in front
5 of him, that's fine. I do have a copy and I have reviewed
6 that. If there are other documents he has, I need to see
7 those and make sure that they're admissible and not
8 objectionable and things like that.

9 JUDGE MELILLO: Do you have anything with
10 you other than your complaint?

11 THE WITNESS: No, not -- no.

12 JUDGE MELILLO: All right.

13 THE WITNESS: Just the original complaint at
14 this time.

15 JUDGE MELILLO: All right. The parties do
16 have the opportunity to present exhibits in this case as
17 well.

18 THE WITNESS: Yes.

19 JUDGE MELILLO: All right. Go ahead.

20 THE WITNESS: When this was completed on or
21 about October of 2004 I again called her to inspect this
22 work and determine the placement of the utility pole for
23 our property. We met at the home site to determine the
24 pole, where it was to be placed so as to serve two home
25 sites. All property stakes and pins were in place at the

1 site and pole placement was determined based on this
2 information.

3 Eileen placed the stakes for the pole
4 markings in the ground, and I did witness this. And again,
5 Your Honor, refer to Illustration 2 on the diagram.

6 JUDGE MELILLO: All right. And remember,
7 Illustration 2 is not in evidence. It has not been
8 presented as an exhibit. Did you want to make it an
9 exhibit?

10 THE WITNESS: I do, yes.

11 JUDGE MELILLO: All right. Well, let's have
12 that marked for the record as Complainant Exhibit Number 1.
13 I guess it's an attachment to your complaint?

14 (Whereupon, the document was marked as
15 Complainant's Exhibit No. C-1 for
16 identification.)

17 THE WITNESS: Yes, Your Honor.

18 JUDGE MELILLO: And it -- why don't you
19 describe that for the record?

20 THE WITNESS: It is a diagram. It was
21 written out to show pole placement with the various
22 markings of the property markers, the pole markers and the
23 proposed line of underground utilities.

24 JUDGE MELILLO: All right. Well, we'll have
25 to make copies for the court reporter because you don't

1 have the requisite copies, I guess. Do you have any
2 copies? Because you need two for the court reporter, one
3 for me and one for every party. I have one that was
4 attached to the complaint, but we need some more copies.

5 THE WITNESS: You can enter that as a copy.
6 And I'm sure that Brigid has copies as well.

7 JUDGE MELILLO: Well, she does, but I need
8 two copies for the court reporter.

9 THE WITNESS: Okay.

10 JUDGE MELILLO: Well, why don't you go ahead
11 with your explanation? We'll have to have those copies
12 made at a break. Go ahead. Okay. You're describing
13 Complainant Exhibit 1?

14 THE WITNESS: Yes. Illustration 2, "X"
15 indicates the property corner, "O" indicates the sewer line
16 extension, "Z" indicates the Penelec pole marker and these
17 dotted lines are, in fact, the underground utilities
18 proposed, where they would run.

19 I was told at this point that we would be
20 sent a bill for new installation to be paid up front
21 before--

22 JUDGE MELILLO: All right. Before you
23 continue, let me just say that Illustration -- I guess it
24 would be Illustration 1 on Complainant Exhibit 1, on my
25 copy, unfortunately, the left margin was erased.

1 THE WITNESS: Number 2, Your Honor,
2 Illustration Number 2.

3 JUDGE MELILLO: Well, what about
4 Illustration Number 1? On the very left-hand side,
5 whatever you wrote there, it's not there.

6 THE WITNESS: Illustration Number 1 just
7 indicates the trees that needed cleared to bring the line
8 and service up to the property corner, Your Honor.

9 JUDGE MELILLO: All right. So the deleted
10 part probably says something like "trees to be cleared"?

11 THE WITNESS: Yes, Your Honor.

12 JUDGE MELILLO: All right. And then what's
13 the writing underneath that?

14 THE WITNESS: It shows the placement of our
15 home.

16 JUDGE MELILLO: All right. So it should
17 say, probably, "our home". All right. Very well, go
18 ahead. You were describing, I think, Illustration Number
19 2?

20 THE WITNESS: Number 2. After waiting
21 thirty days I called Penelec to find out that the wrong
22 address placed in the system by someone and they had no
23 order regarding our new service. After several weeks' of
24 phone calls and much time spent, it was corrected and a
25 bill was faxed, which was paid and the work was to be

1 scheduled.

2 On or about December 20, 2004 I received a
3 phone call from Penelec, I think it was Mr. Gunsallus, that
4 there was a problem. At the time I received the phone
5 call, Your Honor, I was sitting having lunch with my wife
6 and I was surprised that the phone rang and on the other
7 end was an individual from Penelec. He stated that they
8 had drilled through my new sewer line extension. Penelec
9 stated that they had an all-clear through the PA One Call
10 and that the City of Altoona had not responded, so they dug
11 the hole anyway. At the present time, Your Honor, I am
12 waiting for a call from PA One Call on my cell phone to
13 verify or not verify whether or not they did or did not
14 have an all-clear. They needed to go into the archives and
15 research that and I'm waiting for them to call me on that.

16 This is where things got bad for my wife and
17 myself. Elaine, the field engineer for Penelec which set
18 up this site was on vacation until January 4. The only way
19 I knew that, Your Honor, was I was told that by Mr.
20 Gunsallus on the phone when he called me and he made me
21 aware of the problem of digging through the sewer line.

22 JUDGE MELILLO: All right. And when you
23 mentioned the date, the record is not going to be clear
24 unless you state the date with the year. So you have to
25 also state the date with the year. It seems to me that

1 you're referring pretty much to your letter that was
2 attached to the complaint. Do you want to make that an
3 exhibit?

4 THE WITNESS: I do, Your Honor, yes.

5 JUDGE MELILLO: All right. Let's mark that
6 as Complainant Exhibit Number 2. Now, I know that a copy
7 of this was provided to Penelec because it was attached to
8 your complaint, is that right?

9 (Whereupon, the document was marked as
10 Complainant's Exhibit No. C-2 for
11 identification.)

12 THE WITNESS: Yes, Your Honor.

13 JUDGE MELILLO: All right. Well, we need
14 two copies for the court reporter as well. All right. Go
15 ahead.

16 THE WITNESS: I wasn't aware of that, Your
17 Honor. I'm sorry. The Penelec crew had no one to advise
18 them what to do. According to Elaine's statement, we met
19 the second time at the site to determine the new pole
20 placement and there was snow on the ground. She, in fact,
21 does not have a date, Your Honor, because there never was a
22 second meeting. And in fact, that statement of there being
23 snow on the ground, that is also not correct. The first
24 snow fall of that season was January 11th. We moved into
25 our new home on January 10th. We were fortunate to get in

1 before the very first snow fall.

2 We drove forty-five minutes on a daily basis
3 back and forth from Huntington to Altoona to our place of
4 work and never encompassed [sic.] any bad weather,
5 nonetheless any snow on the ground.

6 Penelec decided that they had drilled
7 through the sewer line and that the pole needed moved. I
8 would like to refer to Illustration Number 3, Your Honor,
9 if we could, please.

10 JUDGE MELILLO: All right. And that is on
11 what has been marked as Complainant's Exhibit Number 1.

12 THE WITNESS: That is correct.

13 JUDGE MELILLO: All right.

14 THE WITNESS: You can see by the markings
15 the property corner and sewer line extension, "Z"
16 indicating the old pole placement and "Y" being the new
17 pole placement. The sewer line, Your Honor, was only four
18 inches in circumference. All that needed done when they
19 drilled through the sewer line, which they say they had an
20 all-clear for -- and we have yet to have it verified
21 whether or not they had an all-clear to dig. So at the
22 present time on that day that they dug through the sewer
23 line I arrived on the site and there were no markings for
24 water or sewer. There were no underground utilities that
25 had been located at that time. So there was no response to

1 the One Call. So it's up in the air whether or not they
2 did, in fact, have an all-clear to dig.

3 All they needed to do at that time was to
4 move the telephone pole four inches forward from the
5 original site. And we would not be here today if that were
6 to have happened. They didn't need to move it to the left,
7 to the right, backwards, forwards; all they needed to move
8 it was four inches forward to clear the sewer line. The
9 pipe was only four inches in circumference. That's what
10 needed to happen.

11 As you can see from the illustration, my
12 underground utilities now cross over the adjoining property
13 owner's land. I never met with Elaine the second time.
14 She was not around. She was on vacation until January 4th
15 of 2005. I received power to the property on December 28,
16 2004.

17 When excavation started at the adjoining
18 property in 2005 they exposed my underground conduit for
19 the power, phone and cable. The City of Altoona Codes and
20 Inspections Department deemed the exposed conduit a safety
21 and health code violation. We were forced to move all of
22 our underground utilities to comply. My wife and I spend
23 approximately \$2,300 for all of the underground utility
24 work to be completed and--

25 MS. GOOD: Your Honor, I object to this

1 testimony regarding how much money they spent. The --
2 first of all, the Commission can't award any money damages
3 here so they really have no jurisdiction, so the testimony
4 is irrelevant. If it's a cost that Penelec charged them,
5 that's one thing. If it's other costs that are outside
6 what Penelec charged them, it's irrelevant and I ask that
7 there be no testimony admitted regarding that.

8 THE WITNESS: It's not costs that Penelec
9 charges. It has nothing to do with Penelec or their
10 charges. These are charges we incurred for the underground
11 service. It's not charges that Penelec charges.

12 MS. GOOD: Exactly, and I'm saying that's
13 irrelevant, Your Honor, because the Commission does not
14 have any jurisdiction to award any money damages to the
15 complainant here.

16 JUDGE MELILLO: Yeah, I'm not taking it as
17 he is asking for that amount, that \$2,300 in monetary
18 damages. I'm taking it more towards, I guess, his case
19 about he has already spent this amount of money and to get
20 extra amount of money is unreasonable, or something to that
21 effect. It's--

22 MS. GOOD: That's--

23 JUDGE MELILLO: It sets it for the basis of
24 any additional amount, is what he's saying, you know, it's
25 just too much. So I'm going to allow it.

1 MS. GOOD: Thank you.

2 JUDGE MELILLO: All right. Go ahead.

3 THE WITNESS: I'll reiterate, Your Honor.

4 JUDGE MELILLO: All right.

5 THE WITNESS: My wife and I spent
6 approximately \$2,300 for all of the utility work to be
7 completed and inspected the first time. The cost to redo
8 all of this work will be approximately \$2,100; money we do
9 not have.

10 JUDGE MELILLO: Well, where is the \$2,100?
11 I see thirteen--

12 THE WITNESS: \$1,350, yes.

13 JUDGE MELILLO: Well, where is the \$2,100?
14 Didn't you just say \$2,100?

15 THE WITNESS: Yes, that -- I need to change
16 that.

17 JUDGE MELILLO: Oh, you changed it now?

18 THE WITNESS: I need to change it.

19 JUDGE MELILLO: You need to change the
20 \$1,350 to \$2,100?

21 THE WITNESS: Miss-

22 MS. GOOD: And again, I object to that. I'm
23 not sure what it's based on at this point. Again, if he's
24 asking for this as his relief, the Commission does not have
25 any jurisdiction to give money damages. It's not really

1 relevant as to the number. If he's saying he paid extra
2 money, that's fine, I see where Your Honor is coming from
3 on that point. But testimony regarding the amount, other
4 than anything paid to Penelec, is irrelevant.

5 JUDGE MELILLO: I think he's saying he is
6 not going to be required to pay \$2,100 by Penelec. Is that
7 what you're saying or is that not what you're saying?

8 THE WITNESS: No, Your Honor.

9 JUDGE MELILLO: You're not saying that.
10 What are you saying?

11 THE WITNESS: These are additional monies
12 that we had to come up with to redo the underground
13 utilities due to Penelec's mistake. That's what I'm
14 saying, Your Honor.

15 JUDGE MELILLO: So you're saying you paid
16 the \$2,300 and then you had to pay another \$2,100?

17 THE WITNESS: That's correct, Your Honor.

18 JUDGE MELILLO: And what -- are you being
19 charged any amount by Penelec?

20 THE WITNESS: I was charged almost -- I
21 don't have the exact figure. I think it was just under
22 \$400 to shut the service off and turn it back on. I don't
23 have the figure off the top of my head, Your Honor. But it
24 was--

25 JUDGE MELILLO: Okay, so the extra--

1 THE WITNESS: It was almost \$400, I think.

2 JUDGE MELILLO: So the extra \$2,100 is
3 contractor fees?

4 THE WITNESS: That is correct, Your Honor,
5 yes.

6 JUDGE MELILLO: All right. For the same
7 reason, I will allow the \$2,100. I think it just simply
8 sets the basis or a floor for his feeling that this whole
9 situation is unreasonable. And I'm not, obviously, going
10 to award damages. I mean, everybody knows the Commission
11 doesn't have the authority. So I think it's allowable, his
12 basis to what he has spent, why he thinks this whole
13 situation is unreasonable. So go ahead.

14 THE WITNESS: Thank you, Your Honor. My
15 wife and I are not responsible for the placement of the
16 pole, which, in fact, is the cause of all these problems I
17 have stated above.

18 We feel that Penelec should pay for these
19 utilities to be moved and comply with the city code and
20 also be on our property, as they would have been in
21 Illustration 2, if Penelec would have just moved the pole
22 forward or backward in the same line, as the original
23 markings stated.

24 We thank the PUC for the time in
25 consideration of this matter and hope with a favorable

1 outcome we may enjoy our new home once and for all.

2 JUDGE MELILLO: All right. Does that
3 complete your presentation?

4 THE WITNESS: It does not, Your Honor.

5 JUDGE MELILLO: All right. Do you have any
6 additional exhibits? I have Complainant's Exhibit 1 so
7 far.

8 THE WITNESS: I do, Your Honor.

9 JUDGE MELILLO: You have additional
10 exhibits?

11 THE WITNESS: Yes.

12 JUDGE MELILLO: What else do you have?

13 THE WITNESS: I have a notice of a safety
14 violation that was attached to our property by the City of
15 Altoona via Mr. Carl Weyandt.

16 JUDGE MELILLO: All right. Do you have
17 copies?

18 THE WITNESS: I do not, Your Honor, at this
19 time.

20 MS. GOOD: Your Honor, although -- I guess
21 I'll be helpful here. In my packet of exhibits I do have
22 that as an exhibit. Penelec Exhibit 14, I have that notice
23 for Mr. Weyandt to testify about.

24 JUDGE MELILLO: All right. So we'll do
25 that, then. We'll just refer to Penelec Exhibit 14. Do

1 you have anything that you want to present?

2 THE WITNESS: Can I grab it, Your Honor? I
3 actually left it on the table there. I have another
4 exhibit to offer.

5 JUDGE MELILLO: Excuse me, Ms. Good?

6 MS. GOOD: Yes, Your Honor?

7 JUDGE MELILLO: Could you provide Mr.
8 DeGennaro something from the table?

9 MS. GOOD: From?

10 THE WITNESS: That whole packet, please.
11 (Indicating.)

12 MS. GOOD: (Complying.)

13 THE WITNESS: Thank you.

14 JUDGE MELILLO: All right. So instead of
15 having that document marked as Complainant's Exhibit 3
16 here, we'll just use Penelec Exhibit 14. Okay.

17 THE WITNESS: The one other exhibit I have,
18 Your Honor, is a letter from Penelec. And again, it goes
19 to advise about the unsafe electrical conditions of the
20 underground service. Also about the city code enforcement
21 officer -- they informed us of this hazardous condition.

22 I would just like to say at this time, Your
23 Honor, that my wife and I were forced into a corner to move
24 these underground utilities, be it through Penelec and the
25 City of Altoona. The day of my contractors arriving to

1 move the underground service to comply, it was found out at
2 that point that the exposed conduit was not electrical.
3 There was no safety issue, there was no life hazard. The
4 exposed conduit that these two letters pertain to was, in
5 fact, my cable, my television cable.

6 So at that point, after hiring contractors,
7 individuals who were there on site, I had to proceed. I
8 didn't have a choice of what to do. They were there to
9 move the cable. I had forty-eight hours or my power was
10 going to be shut off because of a supposed life hazard,
11 electrical hazard situation, which, in fact, didn't exist.

12 So being that I had contracted these people
13 because of the fact that a termination of power -- and
14 again I stated earlier, it's not myself but my wife and
15 three young children. We can't be without power. The
16 investment to our property is in the hundreds of thousands
17 of dollars. My home can't be without power. So we were
18 forced to do something, just to find out that there was no
19 hazard.

20 And in fact, the City nor Penelec had no
21 jurisdiction in relating to the underground conduit at all,
22 it in fact was a civil matter because I was infringing on
23 the neighbor's property. It was not an electrical hazard,
24 it was not a safety issue, it in fact was a civil matter.
25 Nor Penelec nor the City of Altoona had any right to

1 interfere in the situation. That's all I have to say at
2 this time, Your Honor.

3 JUDGE MELILLO: All right. Now, that letter
4 you had from Penelec, did you want to make that an exhibit?

5 THE WITNESS: I would like to, yes, Your
6 Honor.

7 JUDGE MELILLO: All right. We'll have that
8 marked as Complainant's Exhibit 3. DO you have a copy of
9 that?

10 MS. GOOD: Your Honor, I have that as part
11 of my exhibits.

12 JUDGE MELILLO: All right. What number
13 exhibit?

14 MS. GOOD: Penelec Exhibit 12.

15 JUDGE MELILLO: All right. Then rather than
16 duplicate exhibits in the record, we will use Penelec
17 Exhibit 12. All right. Anything further, Mr. DeGennaro?

18 THE WITNESS: I do not, Your Honor. Thank
19 you.

20 JUDGE MELILLO: All right. Let me check my
21 notes here and see if I have any questions. (Pause.) All
22 right. Let me be clear. The pole was first located in an
23 area where there was a sewer line, is that correct? And
24 then when the pole was placed the sewer line was breached,
25 is that correct? And then the pole was moved, so there

1 were two locations?

2 THE WITNESS: That is correct, Your Honor.
3 That is in the illustrations. You see the little thing and
4 it shows you the break.

5 JUDGE MELILLO: Right.

6 THE WITNESS: And it shows the original
7 location and then it shows the second location where the
8 pole presently sits at this time.

9 JUDGE MELILLO: Well, let me be clear. It
10 might be stated in your Complainant Exhibit 2, but is it
11 your position that -- well, tell me, what is your position
12 on -- who decided on the pole placement in each case;
13 situation one, or the original--

14 THE WITNESS: In the first situation, the
15 original pole location, it was myself and Eileen from
16 Penelec and we decided where the pole would be placed in
17 reference to the property corner and that's where the pole
18 placement was set.

19 JUDGE MELILLO: What did--

20 THE WITNESS: So it was a joint decision
21 initially.

22 JUDGE MELILLO: What did you use to decide
23 on the location? Did you have a property description?

24 THE WITNESS: Property corner. We were
25 actually at the location of the property.

1 JUDGE MELILLO: Were there stakes set out?

2 THE WITNESS: Pins were in place, yes, Your
3 Honor.

4 JUDGE MELILLO: Who set the stakes?

5 THE WITNESS: A surveyor, a registered
6 surveyor.

7 JUDGE MELILLO: And that was your surveyor
8 for your property? Who was the surveyor?

9 THE WITNESS: His name was John DeGennaro.

10 JUDGE MELILLO: But who hired that surveyor?

11 THE WITNESS: Myself. I had to have my lot
12 surveyed, Your Honor, because this whole entire block from
13 Nineteenth Street to Twentieth Street was undeveloped. It
14 was virgin ground. We were the first people in this entire
15 lot outstanding build a home. So we had to survey our lot
16 so as to set the corner and pin markings.

17 JUDGE MELILLO: Did you have information
18 about where the sewer lines and other underground utilities
19 were located on your property?

20 THE WITNESS: There was no sewer line at
21 that time, Your Honor.

22 JUDGE MELILLO: All right. So the sewer
23 line was put in before the pole was put in, but when the
24 location was decided on the sewer line wasn't in yet?

25 THE WITNESS: Um--

1 JUDGE MELILLO: The original pole, I mean.

2 THE WITNESS: I think chronologically
3 speaking, the lot was surveyed, the site was picked out for
4 the pole and work proceeded on the lot, clearing,
5 excavating, et cetera. The sewer line was put in in
6 accordance with city specs in right-of-ways, as far as city
7 property is concerned. And then when Penelec was ready to
8 set the pole they did a One Call. And the water nor the
9 sewer lines were marked on the One Call. There were no
10 flags in the ground to indicate where the lines run so as
11 not to drill through them. And that was not done. But
12 they dug the hole anyway. And that's where the problem
13 started.

14 The sewer line was put in, Your Honor, in
15 reference to the city specs as to how it had to run with no
16 bearing or regards to where the pole placement would be.
17 That was just not an issue. The sewer line had to run a
18 specific way. Plans were filed with the city, they were
19 approved and so on and so forth.

20 JUDGE MELILLO: All right. Who decided on
21 the pole location for the second location, the one that you
22 said was on your neighbor's property?

23 THE WITNESS: Penelec decided, Your Honor.

24 JUDGE MELILLO: Were you involved at all in
25 that discussion where they--

1 THE WITNESS: For the second placement? I
2 was not, Your Honor, no.

3 JUDGE MELILLO: Were you charged anything
4 for the sewer line break, or was that repaired by someone
5 else?

6 THE WITNESS: The City of Altoona came out
7 and repaired the break for me. There was no charge for
8 that, Your Honor.

9 JUDGE MELILLO: All right. I had a question
10 about something in your Complainant's Exhibit 2. You said,
11 towards the bottom of that letter, something about "they
12 exposed my underground conduit". I'm not clear. Did that
13 conduit somehow have to be exposed -- you said it wasn't an
14 electric conduit, it was a cable and telephone conduit, but
15 I'm just not clear. Why was that exposed?

16 THE WITNESS: It was exposed due to the
17 excavation on the adjoining property owner's property.
18 When they started excavation beside us they exposed it.
19 And again, according to the proceeding illustration, the
20 reason they exposed it was because they crossed over the
21 property line with the new pole location. On Illustration
22 Number 3.

23 JUDGE MELILLO: Wouldn't they cover that up
24 after they did their excavation? I don't understand.

25 THE WITNESS: There really was not a way for

1 them to cover it up, Your Honor, because there was some
2 elevation to -- as far as how they did their excavation,
3 they dug down. Our lot was built up a little bit, so the
4 exposed conduit was a couple feet up in the air in
5 reference to our ground level and the adjoining property's
6 ground level. He dug down further than what we did. So it
7 was kind of up in the air. So once they exposed it, there
8 really was no way to cover it at that time.

9 JUDGE MELILLO: All right. And that was
10 your neighbor's contractor that did that, I guess?

11 THE WITNESS: Yes.

12 JUDGE MELILLO: That did the excavation that
13 exposed the conduit?

14 THE WITNESS: Yes, Your Honor, yes.

15 JUDGE MELILLO: All right. What exactly do
16 you want the Commission to do in your case?

17 THE WITNESS: Um--

18 JUDGE MELILLO: What relief had you
19 requested?

20 THE WITNESS: The relief that I am
21 requesting is that Penelec pay for the removal and
22 reinstallation of the second underground utilities. That's
23 what I'm requesting, Your Honor.

24 JUDGE MELILLO: Well--

25 THE WITNESS: My wife and I feel that there

1 should have never been a second dig. First of all, they
2 should never have been re-dug, had the first pole placement
3 been placed properly, and something be done once they hit
4 the sewer line. Second of all, the fact that both Penelec
5 and the city electrical inspector deemed that it be a
6 safety and health hazard where we were forced to move the
7 conduit, which in fact was not electrical, again, that's
8 what we're requesting.

9 JUDGE MELILLO: Well, have you already,
10 yourself, paid for the removal and reinstallation?

11 THE WITNESS: I did. I had to, Your Honor,
12 or they were going to shut my power off. I had no option.
13 I had to move the underground facility. And again, based
14 on those two exhibits -- and you'll have a chance to read
15 those -- it states clearly that it's a health hazard, a
16 safety violation and an electrical hazard and what have
17 you.

18 JUDGE MELILLO: Well what amount do you
19 want? Basically, I guess, you want Penelec, I guess, to
20 reimburse you something?

21 THE WITNESS: I do, Your Honor.

22 JUDGE MELILLO: All right. How much?

23 THE WITNESS: (Whereupon the response was
24 stricken from the record.)

25 JUDGE MELILLO: Well--

1 MS. GOOD: Again, Your Honor, that's -- I
2 object to that.

3 JUDGE MELILLO: Right. We can't allow
4 settlement offers in this. Those are confidential. So
5 that will be stricken from the record.

6 THE WITNESS: I'm sorry.

7 JUDGE MELILLO: All right. Now, do you
8 want, then -- on Complainant's Exhibit 2, you want the
9 \$1,350 number that shows up on the next to the last line
10 changed to \$2,100?

11 THE WITNESS: I do, Your Honor, please.

12 JUDGE MELILLO: All right. That will be
13 changed on that exhibit. All right. Ms. Good, you may
14 cross examine.

15 MS. GOOD: Thank you, Your Honor.

16 CROSS EXAMINATION

17 BY MS. GOOD:

18 Q. Good morning, Mr. DeGennaro.

19 A. Good morning.

20 Q. When were the underground facilities at your property
21 originally installed?

22 A. I would say sometime in the first two weeks of
23 December of 2004.

24 Q. And that's when they were actually installed?

25 A. The original underground conduit, underground

1 utilities?

2 Q. Yes.

3 A. Yes.

4 Q. Not the original pole location, the actual
5 underground facilities that were going to go to your house?

6 A. Yes, prior to the power being turned on, yes.

7 Q. Okay. And were you there during installation?

8 A. I was.

9 Q. You were not?

10 A. I was there, yes.

11 Q. You were there. So at that time did you see the pole
12 location?

13 A. Yes, ma'am.

14 Q. Okay.

15 A. That's how they knew where to run the underground
16 conduit facility.

17 Q. Okay. And did you, at that time, dispute that it was
18 not on your property?

19 A. I think at that time, from excavation which had been
20 done to repair and replace the sewer line that was dug
21 through, that all of the ground and all of the markings had
22 been torn up at that time. There were no markings. We
23 were just running to the place where the pole was placed by
24 Penelec at that time.

25 Q. Okay. And you indicated during your testimony that

1 you were not present when Penelec decided on the second
2 location for the placement for the pole?

3 A. That is correct.

4 Q. I'm referring to one of the exhibits that you have.
5 And this is the letter that Penelec had sent you. It's
6 Penelec Exhibit 12, Your Honor. I can hand you a copy so
7 you have it in front of you.

8 JUDGE MELILLO: Yes.

9 MS. GOOD: (Document handed to judge.) The
10 court reporter already got two packets containing all of
11 our exhibits.

12 JUDGE MELILLO: All right. That letter is
13 marked as Penelec Exhibit Number 12.

14 MS. GOOD: Thank you, Your Honor.

15 BY MS. GOOD:

16 Q. All right. If you can refer to that letter, Mr.
17 DeGennaro. And we're looking at the third paragraph in the
18 letter. And if you could, read that. It says that you're
19 required to cover the conduit a minimum of twenty-four
20 inches, as stated in Table 300.5 in the National Electric
21 Code. Is there anywhere in this letter where it tells you
22 that you are required to relocate the underground
23 facilities?

24 A. Well, there is no way to cover something that's up in
25 the air. How do you cover it? The conduit that was

1 exposed that you are referring to in this letter, it was in
2 the air. And there was a difference from the conduit
3 height to the excavation point where it was exposed of
4 approximately two and a half to three feet. And you can't
5 cover something that's in the air.

6 Q. There is no way to put backfill underneath it and
7 cover it on top?

8 A. No. The excavation had already been done and cut
9 away from the conduit on an angle such as this. It's
10 impossible to cover the conduit.

11 Q. And do you have any background or experience in
12 excavation or contract work?

13 A. No, I don't.

14 MS. GOOD: I don't have any further
15 questions, Your Honor.

16 JUDGE MELILLO: All right. Do you have
17 anything further, Mr. DeGennaro, in response to the
18 questions that counsel just asked you? Do you have any
19 further explanation with regard to that; a need for
20 redirect?

21 THE WITNESS: No, I don't think at this time
22 I do, Your Honor. No.

23 JUDGE MELILLO: All right. Do you wish to
24 move your exhibits?

25 THE WITNESS: (No response.)

1 JUDGE MELILLO: Do you wish to have your
2 exhibits entered into the record?

3 THE WITNESS: I do, Your Honor, yes.

4 JUDGE MELILLO: All right. Any objection to
5 the admission of Complainant's Exhibits 1, 2 and 3?

6 MS. GOOD: I'm sorry, Your Honor?

7 JUDGE MELILLO: I'm sorry, it's 1 and 2.

8 MS. GOOD: Okay.

9 JUDGE MELILLO: 3 was not identified because
10 it's going to be a Penelec Exhibit.

11 MS. GOOD: That's fine, Your Honor. No
12 objection.

13 JUDGE MELILLO: All right. Complainant's
14 Exhibits 1 and 2 will be admitted. We'll have to have
15 copies made, however. We need two copies for the court
16 reporter when we're done. All right. Mr. DeGennaro,
17 you're excused. Thank you.

18 (Whereupon, the documents marked as
19 Complainant's Exhibits Nos. C-1 and C-2 were
20 received in evidence.)

21 (Witness excused.)

22 MR. DeGENNARO: Thank you, Your Honor.

23 JUDGE MELILLO: Penelec, do you have any
24 witnesses?

25 MS. GOOD: I do, Your Honor. Prior to

1 calling my first witness, Your Honor, I would like to
2 direct your attention to Penelec Exhibit 1.

3 JUDGE MELILLO: Okay. Just a moment.

4 MS. GOOD: Certainly.

5 JUDGE MELILLO: That's an affidavit?

6 MS. GOOD: Yes, Your Honor.

7 JUDGE MELILLO: All right.

8 MS. GOOD: This is an affidavit from myself
9 indicating that on June 13th I issued a Request for
10 Admissions to the complainants that were never answered.
11 And in accordance with 52 Pa. Code Section 5.350 (b), those
12 requests shall be deemed admitted. For the record, the
13 requests are attached as Exhibit A and I would like them to
14 be admitted as a part of the record for this hearing.

15 JUDGE MELILLO: All right. Mr. DeGennaro,
16 do you have a copy of Penelec Exhibit 1?

17 MR. DeGENNARO: Yes.

18 JUDGE MELILLO: All right. Take a look at
19 what's attached to that as Exhibit A. Those are the
20 Requests for Admissions that were served upon you,
21 according to Ms. Good. And you had a certain amount of
22 time, as was specified there, in which to answer those.
23 And she has indicated that you did not answer them. Is
24 that correct?

25 MR. DeGENNARO: That's correct, yes.

1 JUDGE MELILLO: All right. Those -- that
2 Request for Admissions, all those admissions are deemed
3 admitted.

4 MS. GOOD: Thank you, Your Honor. Penelec
5 will call its first witness, Eileen Schlecht.

6 MR. DeGENNARO: Wait a minute, Your Honor.
7 Wait a minute. These are not my statements, these are
8 Brigid Good's statements. This is not something that was
9 stated, nor my wife. These are false statements. None of
10 this is true. So either I object, or whatever I have to
11 do. "The DeGennaros refused to relocate their underground
12 service." I mean, this is all -- this is garbage.

13 JUDGE MELILLO: All right. Mr. DeGennaro,
14 in my prehearing order I indicated that the parties have an
15 opportunity to seek counsel in this matter. You were
16 served--

17 MR. DeGENNARO: I can't afford counsel, Your
18 Honor.

19 JUDGE MELILLO: Well--

20 MR. DeGENNARO: I -- I can't -- I have -- I
21 just can't afford it. That's why I'm here by myself.

22 JUDGE MELILLO: All right. When you're
23 served with a document like this, the document does advise
24 that you had a certain period of time to answer them. And
25 you had an opportunity at that time to object to them and

1 to say, "No these statements aren't correct." But counsel
2 has submitted an affidavit that you did not respond. You
3 were given twenty days. And also there was a motion to
4 compel with respect to discovery. And I recall in that
5 motion that Ms. Good stated that, in fact, the Request for
6 Admissions had been served upon you and had not been
7 answered. So those Requests for Admissions are now deemed
8 admitted. Now--

9 MR. DeGENNARO: But they're all lies. None
10 of these -- this is Penelec's version, Your Honor. How can
11 this be admitted in Court? None of this is true. None of
12 it.

13 JUDGE MELILLO: Well, Mr. DeGennaro, if
14 these statements were not correct, what is the reason that
15 you didn't respond within the twenty days and say that they
16 weren't correct?

17 MR. DeGENNARO: I wasn't aware that I had to
18 answer any of her questions, other than what I had to
19 present as a case coming in front of you today. I didn't
20 -- I wasn't aware that because she makes a statement and
21 she says that it's true that I have to argue it on paper
22 and send it back to her. That's what I thought this
23 courtroom is for, to present evidence. Not that she can
24 state anything they want to state and say, "Okay, you
25 didn't respond, so guess what, it's true." I've never

1 heard anything like that in my life.

2 JUDGE MELILLO: Well, that's what -- it's a
3 discovery process that's available to any party. It's part
4 of -- the admission regulation is part of the Pennsylvania
5 Code that provides for the service of discovery. And part
6 of the discovery is the Request for Admissions. They're
7 not as frequently used in proceedings, perhaps, as other
8 forms of discovery, but they are allowed to be used. And I
9 think that you present a quandary here because you didn't
10 respond, they're deemed admitted and now you're saying
11 they're not true.

12 MS. GOOD: Well, Your Honor, if I may
13 interject?

14 JUDGE MELILLO: Yeah.

15 MS. GOOD: The fact of the matter is that in
16 your prehearing order you stated we could issue discovery.
17 These discovery were issued June 13th. That was two and a
18 half months ago. You also sent out an order compelling him
19 to respond to discovery, where I did put in the footnote
20 there about the Request for Admissions. And We have heard
21 nothing from Mr. DeGennaro in this whole time period. If
22 he didn't understand, if he had a question, if he thought
23 these were all lies, as he has said here, he should have
24 called you, called me, wrote us a letter, done something.
25 And he did nothing until today.

1 JUDGE MELILLO: Yeah, I agree. At this
2 point you're going to have the opportunity -- if these
3 admissions result in an adverse decision on my part, you'll
4 have the opportunity to file exceptions. Okay. Go ahead.

5 MS. GOOD: Thank you, Your Honor. Ms.
6 Schlecht, Eileen Schlecht, Your Honor.

7 JUDGE MELILLO: I'm sorry, yes. Please
8 raise your right hand.

9 MS. SCHLECHT: (Complying.)
10 Whereupon,

11 EILEEN SCHLECHT

12 having been duly sworn, testified as follows:

13 JUDGE MELILLO: Please be seated.

14 THE WITNESS: (Complying.)

15 JUDGE MELILLO: Please state your name for
16 the record.

17 THE WITNESS: My name is Eileen Schlecht.

18 JUDGE MELILLO: Would you please spell that?
19 And speak into the microphone.

20 THE WITNESS: E-i-l-e-e-n S-c-h-l-e-c-h-t.

21 JUDGE MELILLO: Okay. All right. Please
22 continue.

23 DIRECT EXAMINATION

24 BY MS. GOOD:

25 Q. Good morning, Ms. Schlecht.

1 A. Good morning.

2 Q. Can you state your business address for the record,
3 please?

4 A. Business address is 405 West Plank Road, Altoona,
5 Pennsylvania.

6 Q. And by whom are you employed?

7 A. I'm employed by Penelec.

8 Q. And how long have you been an employee of the
9 company?

10 A. I have been an employee of Penelec for thirty-eight
11 and a half years.

12 Q. And how long have you been a line designer?

13 A. I have been a line designer for sixteen years.

14 Q. Can you describe your duties and responsibilities in
15 your position as a line designer?

16 A. My duties are when a customer or an individual
17 applies for service I meet with the customer, we go over
18 what the specs are as far as what Penelec would require.
19 We also decide if they are going -- which would be the best
20 option as far as overhead service or underground service.
21 If there are already facilities in the area, we also decide
22 at that time where was going to be the best location to
23 come from from our facility to where the property is
24 located.

25 Q. Okay. Do you do anything further?

1 A. After we have made all the decisions as far as on the
2 site, then I tell the customer if they're charged or not
3 charged, you know, depending upon anything I do. I do go
4 back to the office, I find the line, I figure the cost and
5 then it is from that point it is billed to the customer.

6 Q. Okay. And are you familiar with the concerns raised
7 by the DeGennaros, Mr. and Mrs. DeGennaro, regarding the
8 placement of the electric service pole at their service
9 location?

10 A. I am.

11 Q. And how are you familiar with their concerns?

12 A. I was the line designer that met with Mr. DeGennaro
13 and together we decided on placement of the pole.

14 Q. When did the company first receive a request to
15 extend electric service to the service location?

16 A. The first application was done in mid-May of 2004.

17 Q. Okay. And it was assigned to you?

18 A. It was assigned to me.

19 Q. And what did you do in response to the request?

20 A. I contacted Mr. DeGennaro and we agreed to meet in
21 June, the first weekend of June in 2004.

22 Q. And did you, in fact, meet with them?

23 A. I did, in fact, meet with them.

24 Q. And what happened during the meeting?

25 A. At that time Mr. DeGennaro explained to me where his

1 property was. It was heavily wooded. Because we were
2 coming from Penelec's facility on North Twentieth Street,
3 we did have to go up North Eleventh Avenue. And he was
4 required to have the trees removed. There was also no
5 water or sewage to that property and I explained to him
6 what he -- you know, that even though the city was doing
7 the extension of the water and the sewer, we would have to
8 know where that was located so -- for placement of the
9 pole.

10 MR. DeGENNARO: I object, Your Honor.

11 JUDGE MELILLO: All right.

12 MR. DeGENNARO: That's an incorrect
13 statement. The city, in fact, did not do the sewer line
14 extension.

15 MS. GOOD: Well--

16 MR. DeGENNARO: My contractor did the sewer
17 line extension. I object.

18 MS. GOOD: Well, and I would suggest that
19 Mr. DeGennaro save that for his rebuttal testimony.

20 JUDGE MELILLO: Yeah. I believe the witness
21 is stating what she said was required.

22 MS. GOOD: Right.

23 JUDGE MELILLO: And she can testify what she
24 said. And go ahead, Ms. Schlecht. The objection is
25 overruled.

1 THE WITNESS: Like I said, the trees had to
2 be removed and the water and sewer line had to be installed
3 to the property.

4 BY MS. GOOD:

5 Q. And did -- what happened next?

6 A. Well, I -- when we left that meeting I told Mr.
7 DeGennaro that once the trees were removed and the sewer
8 was extended he should get back to me. He was not -- his
9 house was not there yet and he was not really -- you know,
10 there was nothing that could be done until that happened.

11 Q. Okay. And did you hear back from Mr. DeGennaro?

12 A. I did hear back from him at the beginning of November
13 of 2004. I agreed to meet with him. At that time the
14 trees were cleared, the water and sewer was extended and he
15 told me where the property corners was. And I explained to
16 him that we would serve both his property and home and the
17 adjoining property and home off one pole location. And the
18 Penelec policy, usually, was to place the pole at the
19 corner of the adjoining property.

20 Q. Okay. Well, were there any -- during this meeting
21 when you were deciding on the placement of the pole were
22 there any property stakes in place at that time?

23 A. At the meeting in November there were no property
24 stakes.

25 Q. Okay. Did anything else happen at this meeting?

1 A. The pole was, in fact, staked. I measured to where
2 his house would be located for his underground service. I
3 explained to Mr. DeGennaro that the underground service
4 would be required to be on his property. The pole would be
5 at the adjoining property corners. And I also said that
6 there would be a bill sent for the underground services.

7 Q. Okay. Did you verify the property boundaries that
8 Mr. DeGennaro represented to you?

9 A. I did not verify them except with him.

10 Q. And is it Penelec's policy to do so?

11 A. It is not Penelec's policy to verify the property.
12 We rely on the customer to provide us with this
13 information.

14 Q. What did you do next regarding the DeGennaros' line
15 extension?

16 A. Back in the office I did design -- through the
17 facility to the customer I designed from North Twentieth
18 Street to the DeGennaro home and I also compiled a
19 underground service thing.

20 MS. GOOD: Your Honor, I am handing the
21 witness a document that's been marked as Penelec Exhibit 2
22 and put in your packet. (Document handed to witness.)

23 JUDGE MELILLO: All right. That's so
24 marked. Please have the witness identify what that is;
25 Penelec Exhibit 2.

1 MS. GOOD: Sure.

2 BY MS. GOOD:

3 Q. Ms. Schlecht, do you have in front of you a document
4 marked as Penelec Exhibit 2?

5 A. (Witness perusing document.) I do.

6 Q. And did you create this document?

7 A. I did.

8 Q. And how did you create it?

9 A. I created it in our design system. It's a computer
10 program and it designs where our facilities are and where
11 we need to extend to to serve the customers.

12 Q. Okay. And what is the purpose of creating a line
13 design for an extension of electric service?

14 A. The purpose of this line design is for the linemen to
15 actually do their work. It's the pole placements that are
16 already in the filed and the new pole placements. We tell
17 them what has to be done and it also becomes a part of a
18 permanent record for the facility and for Penelec.

19 Q. Okay. Can you describe this line design for us?

20 A. On North Twentieth Street there is a pole number 3-
21 3245071. That was the last Penelec facility in the area.
22 There was a new pole placed; pole number 182 -- it's very
23 small -- 182490B14151. That is where the new pole would
24 be. You will see it's marked "SET 45--"

25 JUDGE MELILLO: All right. I'm having

1 trouble following this on this document.

2 MS. GOOD: Okay.

3 JUDGE MELILLO: Can you have the witness
4 clearly describe where on the page these numbers are
5 located?

6 MS. GOOD: Sure.

7 JUDGE MELILLO: For example: Are they at
8 the top? You know, or where are these numbers? Because I
9 can't even read them all, to tell you the truth, on this
10 document.

11 THE WITNESS: About the middle where it says
12 North Twentieth Street there is a circle where there is a
13 "10" and a "B".

14 JUDGE MELILLO: All right. I see that.

15 THE WITNESS: That is the last facility that
16 Penelec had in place.

17 JUDGE MELILLO: Were you reading any numbers
18 from that?

19 THE WITNESS: There is a number right above
20 the one line; 3-3245071.

21 JUDGE MELILLO: I can't read that. But in
22 any event, all right. So "10 B" is the last Penelec
23 facility. Is that a pole?

24 THE WITNESS: Not the "10 B", but the "3-
25 3245071" is actually the pole number.

1 JUDGE MELILLO: And where does that number
2 show?

3 THE WITNESS: That's right above the line
4 above the "10 B".

5 MS. GOOD: It's right here, Your Honor.
6 (Indicating.) Maybe you could hold up your document, Ms.
7 Schlecht, and show -- where the "X" is; is that where the
8 original pole was?

9 THE WITNESS: Above where the "X" is.

10 MS. GOOD: There is a "10 B" and then there
11 is an "X" and above that is the pole number.

12 JUDGE MELILLO: There is two "10 B"'s on
13 this document.

14 MS. GOOD: Oh, my goodness, you're correct.

15 JUDGE MELILLO: Yeah.

16 MS. GOOD: It's the one in the corner.

17 JUDGE MELILLO: All right.

18 MS. GOOD: In the middle of the document.

19 JUDGE MELILLO: The one to the left, the
20 furthest to the left on the document. Looking at the
21 document, it's the furthest to the left, and it's "10 B".
22 And that's the last Penelec facility?

23 THE WITNESS: In that area, yes.

24 JUDGE MELILLO: All right. Hold on a
25 minute. All right. So then the pole number on that for

1 the nearest pole is what? The 3-3245071?

2 THE WITNESS: That's correct.

3 JUDGE MELILLO: And is that a pole location
4 there?

5 THE WITNESS: That's a pole location. Where
6 the "X" is is the pole location. The actual number is
7 above it.

8 JUDGE MELILLO: All right. Go ahead. But
9 that's what we're going to need to do is clarify this
10 record and really be specific. Otherwise it's not going to
11 be clear on the record.

12 MS. GOOD: Understood, Your Honor.

13 THE WITNESS: The new pole is down North
14 Eleventh Avenue. It's in the area of where the North
15 Eleventh Avenue designation is. That is where the new pole
16 is scheduled to be placed.

17 JUDGE MELILLO: All right. And when you say
18 new pole -- and I'm sorry to interrupt, but otherwise I'm
19 sure I'll forget. The new pole, is that the original
20 location or--

21 THE WITNESS: That is the original location.

22 JUDGE MELILLO: All right. That's not the
23 second location. It's the first location. That's what
24 you're talking about right now?

25 THE WITNESS: This -- this is the actual

1 location now, on this sketch.

2 JUDGE MELILLO: All right. Now, just for
3 clarity of the record, describe again where the pole is
4 now.

5 THE WITNESS: The second pole that we
6 placed?

7 JUDGE MELILLO: Right. Where -- if that's
8 what you're talking about.

9 THE WITNESS: Yeah. That was this number
10 here at North Eleventh Avenue. That is the new pole that
11 we placed for Mr. DeGennaro's property.

12 JUDGE MELILLO: Okay. Could you have your
13 witness further describe to where she is referring? I'm
14 just not sure.

15 MS. GOOD: Certainly.

16 THE WITNESS: On the North Eleventh Avenue.
17 Right here (indicating), where the North Eleventh Avenue
18 sign -- there's a--

19 JUDGE MELILLO: Oh, all right. You mean
20 there is an arrow and then there is an "X"; is that where
21 you're talking about?

22 THE WITNESS: That's correct.

23 JUDGE MELILLO: All right. And right
24 underneath it it says "12'L"?

25 THE WITNESS: That is correct.

1 JUDGE MELILLO: All right. Thank you. Go
2 ahead, Counsel.

3 MS. GOOD: Okay.

4 BY MS. GOOD:

5 Q. And Ms. Schlecht, you're indicating that's the actual
6 location today of Mr. DeGennaro's electric service pole?

7 A. That's correct.

8 Q. And where would the original location have been?

9 A. The original location was closer to the Nineteenth
10 Street. It was towards Nineteenth Street. You'll see
11 Nineteenth Street being--

12 Q. Is Nineteenth Street near the bottom of the document
13 on the left?

14 A. Nineteenth Street is at the bottom of the document on
15 the left.

16 Q. And about how many feet was it located towards
17 Nineteenth Street?

18 A. The original location was about twelve to fifteen
19 feet towards Nineteenth Street.

20 Q. And is this pole that's indicated on here, was that a
21 public right-of-way?

22 A. It is in the city right-of-way?

23 Q. And would have the original location also have been
24 in the city right-of-way?

25 A. Yes, both locations were in the city right-of-way.

1 Q. Okay. From this line design it appears that the
2 underground service to the meter was intended to go along
3 the DeGennaros' property line, is that correct?

4 A. That's correct.

5 Q. Let me back up, I'm sorry. Can you show us where the
6 underground service was intended to go or tell us where it
7 was intended to go?

8 A. The underground service was intended to go strictly
9 on Mr. DeGennaro's property.

10 Q. Can you point out on the document where it is?

11 A. It is directly from the pole to the property where
12 his house would be located.

13 Q. Okay. So there is an arrow there that says "I/S 3/C
14 # 4/0 UG SERV" and then there is an arrow pointing to a
15 line there. Is that the underground service?

16 A. The "I/S 3/C" is actually the underground service.

17 Q. Okay. And did you discuss the location of the
18 underground service with Mr. DeGennaro?

19 A. Yes, I did.

20 Q. And did he have any objections?

21 A. No.

22 JUDGE MELILLO: All right. I'm sorry to
23 jump in here, but this continues to be confusing. The "I/S
24 3/C" designation where it says underground service; is that
25 the current underground service or the original placement

1 of the underground service?

2 THE WITNESS: That is the original
3 underground service.

4 JUDGE MELILLO: All right. That's not used
5 anymore, I guess, because the pole has been changed and
6 everything?

7 THE WITNESS: That's correct.

8 JUDGE MELILLO: All right. Go ahead. Can
9 you describe where on this document his property is? Is
10 that "25 B" and is that where his house is? Or where--

11 BY MS. GOOD:

12 Q. What is 25 -- is there somewhere where it shows where
13 his property is on this document?

14 A. There is no place where it shows where the property
15 line is.

16 JUDGE MELILLO: Okay. All right. Go ahead.

17 BY MS. GOOD:

18 Q. Can you describe for us, using this exhibit, where
19 the underground service is currently located since it has
20 been relocated?

21 A. The underground service now comes from the pole
22 down--

23 JUDGE MELILLO: Which -- now, you're going
24 to have to describe for the record which pole.

25 THE WITNESS: I'm sorry, ma'am. The pole--

1 JUDGE MELILLO: So the pole that is marked
2 with an "X" and underneath it says "12'L"?

3 THE WITNESS: That is correct.

4 JUDGE MELILLO: All right. And from that
5 pole where?

6 THE WITNESS: It follows down North Eleventh
7 Avenue to the DeGennaro property and swings to his house.

8 JUDGE MELILLO: Would Mr. DeGennaro be
9 located approximately at the corner of Eleventh Avenue and
10 Nineteenth Street?

11 THE WITNESS: No, it's not at the corner.

12 JUDGE MELILLO: Because I don't know how we
13 can describe for the record how far down that line -- all
14 right look on the map. Do you see the note on the bottom
15 right hand side there is, I guess, a North designation?
16 The "N", if it were a compass. So we're going South, I
17 guess, on North Eleventh Avenue?

18 THE WITNESS: That's correct.

19 JUDGE MELILLO: To where?

20 THE WITNESS: For the new underground
21 service?

22 JUDGE MELILLO: Right.

23 THE WITNESS: It would be going South.

24 JUDGE MELILLO: And where would it stop?

25 THE WITNESS: It would stop at the corner of

1 the DeGennaro property.

2 JUDGE MELILLO: Okay. That's what I was
3 trying to get her to describe, where that property is.

4 THE WITNESS: That's not located on here.

5 BY MS. GOOD:

6 Q. Between Twentieth Street and where his original
7 location is, do you know how many properties are located in
8 there?

9 A. There are three properties, including Mr. DeGennaro.
10 There are two properties between Twentieth Street and where
11 Mr. DeGennaro's property is.

12 Q. Okay. And the original location of Mr. DeGennaro's
13 property, would that be the outermost boundary of his
14 property?

15 A. That would be the closest corner to North Twentieth
16 Street.

17 Q. The closest corner to North Twentieth Street. Then
18 the remainder of his property extends to North Nineteenth
19 Street?

20 A. That's correct.

21 Q. And you're saying the relocated service went where?

22 A. The relocated underground service?

23 Q. Yes.

24 A. Went from the pole location--

25 Q. Which is marked as 12?

1 A. It is marked as "12'L".

2 Q. "12'L."

3 A. Down North Eleventh Avenue right-of-way on the city,
4 at the corner of Mr. DeGennaro's property, straight into
5 his house.

6 Q. And do you -- can you approximate how many feet that
7 is on North Eleventh Avenue?

8 A. I would say it's about probably twelve feet.

9 JUDGE MELILLO: All right. That's helpful.
10 We know we're going down twelve feet from the pole that was
11 located underneath where it says "12'L". All right. Go
12 ahead.

13 BY MS. GOOD:

14 Q. I'm not sure I asked this question, but let me make
15 sure I did. Did Mr. DeGennaro have any objections to you
16 going along the property line as originally intended?

17 A. No.

18 Q. And why did you design the underground line extension
19 to go along the DeGennaros' property boundary?

20 A. The underground service to be on Mr. DeGennaro's
21 property.

22 Q. So it would be on Mr. DeGennaro's property?

23 A. So it would be on Mr. DeGennaro's property.

24 Q. All right. Was there an easier way to extend
25 service?

1 A. This was the easiest way that we could serve the two
2 other adjoining lots that were associated with -- on North
3 Eleventh Avenue.

4 Q. Well, I'm really talking about just the extension of
5 his underground service on his property.

6 A. This was the easiest way.

7 Q. Did Penelec require that the underground line
8 extension be along the property boundary?

9 A. Not along the property, as long as it was on Mr.
10 DeGennaro's property.

11 MS. GOOD: Your Honor, just before I move
12 on, did you have any other questions on that?

13 JUDGE MELILLO: I don't think so.

14 MS. GOOD: Okay.

15 JUDGE MELILLO: But if you have any other
16 documents like that, just remember that the record needs to
17 be clear.

18 MS. GOOD: Sure.

19 JUDGE MELILLO: So that someone reading the
20 transcript is going to be able to get that exhibit and
21 follow it.

22 MS. GOOD: Thank you.

23 BY MS. GOOD:

24 Q. Did Penelec provide the DeGennaros with a bill for
25 the extension of the electric service?

1 A. The DeGennaros were provided a bill for the
2 underground service.

3 MS. GOOD: Okay. Your Honor, I'm handing
4 the witness what had been marked as Penelec Exhibit 3,
5 which is in your packet. (Document handed to witness.)

6 JUDGE MELILLO: All right. The document is
7 marked as Penelec Exhibit 3. Please have your witness
8 describe what that is.

9 THE WITNESS: (Witness perusing document.)
10 This is the bill from Penelec for the underground service
11 to the new residence.

12 BY MS. GOOD:

13 Q. And when was the bill sent?

14 A. The bill was sent November 16, 2004.

15 Q. Okay. And can you describe the bill for us?

16 A. The bill was \$374. It was marked services --
17 underground service to new residence. If you have any
18 questions to contact me with my phone number.

19 Q. Okay. And the \$374, what did that include?

20 A. The \$374 included the underground service. That was
21 the cost for the wire and the labor to do just the
22 underground service. It also included a service credit
23 that is applied to an underground service customer.

24 Q. Okay. And what is the amount of that credit?

25 A. \$319.

1 Q. Does the bill include the cost for the electric
2 service pole or the conduction along North Eleventh Street
3 -- Eleventh Avenue, as you described the extension
4 required?

5 A. No, it only includes the underground service.

6 Q. And when did the work begin to install the electric
7 service pole?

8 A. The work began in December, about the middle of
9 December. Whenever they tried to install the pole they hit
10 the sewer line. And that was handled by Mr. Gunsallus.

11 Q. Okay. Were you requested to do anything in response
12 to encountering the sewer line?

13 A. When they encountered the sewer line I was to meet
14 with Mr. DeGennaro and agree on the new pole location where
15 we could serve both properties. I did meet with him. We
16 did decide on the new location where the both adjoining
17 property owners could be serviced and I staked the pole at
18 that point, where the new pole location would be.

19 Q. Okay. So at that time Mr. DeGennaro represented to
20 you where the property boundaries were?

21 A. Yes, he did.

22 Q. Were there property stakes in the ground at that
23 time?

24 A. No, there weren't.

25 JUDGE MELILLO: All right. I just have a

1 request also. Could I be provided a copy of the tariff
2 provision with respect to the charges for the underground
3 service?

4 MS. GOOD: Certainly, Your Honor. It is
5 attached in your packet as Penelec Exhibit 13. And we do
6 have a witness to speak about that as well.

7 JUDGE MELILLO: All right. Very well, thank
8 you. Go ahead.

9 BY MS. GOOD:

10 Q. And when you met with Mr. DeGennaro in December of
11 2004 did he have any objections to the location of the
12 electric service pole?

13 A. No, he did not.

14 Q. And were you here for the testimony of Mr. DeGennaro
15 this morning?

16 A. Yes, I was.

17 Q. And did you hear his testify that he didn't meet with
18 you a second time and that you were on vacation until
19 January 4th of 2004; did you hear that testimony?

20 A. I did hear that.

21 Q. And what is your response to that?

22 A. I did meet with Mr. DeGennaro in December. I was --
23 I checked my time sheets. I was not on vacation until
24 January 4.

25 Q. And based on the new location of the electric service

1 pole were you required to redesign the line extension?

2 A. I had a few corrections, but there was not a, you
3 know, a revision, a full revision of it. This was a--

4 Q. What corrections were made?

5 A. Well, I had to change the length of the wire that was
6 required.

7 Q. So those measurements, are they somewhere -- they're
8 not on this line design that we looked at as Penelec
9 Exhibit 2, is that correct?

10 A. That is correct.

11 Q. Where is that information stored?

12 A. There is another packet of information that goes with
13 this that gives the list of material and, you know, what it
14 is that's required.

15 Q. Okay. And who is that -- how is that utilized by the
16 company?

17 A. Excuse me?

18 Q. How is that used by the company?

19 A. That is used by the linemen. And that is also used
20 for material orders and issues, what material is actually
21 used.

22 Q. And after the new location of the pole was set did
23 you place a stake in the ground?

24 A. I did.

25 Q. Okay. And when was service actually installed? When

1 were they actually -- when were the DeGennaros actually
2 energized; when did they actually get service?

3 A. They actually had service the end of December. I
4 believe it was December 29th of 2004.

5 Q. Okay. So the stake had been in place from the time
6 you were out there until they were -- until they were
7 energized and the installation of the underground
8 facilities were completed?

9 A. That is correct.

10 Q. And at the time you placed the second location of the
11 pole was the DeGennaros' underground electric service line
12 still expected to go along the property boundaries?

13 A. Yes.

14 Q. And was this required by Penelec?

15 A. It's required to stay on the DeGennaros' property.

16 Q. Okay. When the underground service was installed --
17 you indicated the end of December, about December 29th --
18 did the DeGennaros provide the trenching and the conduit?

19 A. They provided the trenching and the conduit.

20 Q. And did Penelec tell the DeGennaros or their
21 excavator where to provide the trench?

22 A. We told them -- I told Mr. DeGennaro that it must be
23 on his property.

24 Q. And after the electric service was installed did you
25 believe the DeGennaros were satisfied?

1 A. I did believe they were satisfied, yes.

2 Q. Okay. After December of 2004 did you do anything
3 further regarding the electric service facility serving the
4 DeGennaros?

5 A. In May of 2005 the adjoining property owner contacted
6 me because he was applying for service and he was concerned
7 of the location of where the pole was. I advised him that
8 the pole was at the corner of both his property and Mr.
9 DeGennaro's property. He disputed that it was at the
10 corner of the property on city right-of-way. I met with
11 him along with other representatives from Penelec to
12 actually see where he said the corner -- where the property
13 corner was. I also gave him a cost for what the relocation
14 of the pole and what the cost for his underground service
15 was at that time.

16 Q. And was the neighbor able to be served from the
17 current pole location?

18 A. The neighbor was to be served from the current pole
19 location.

20 Q. Was he able to be served from the current pole
21 location?

22 A. He was able to be served from it.

23 Q. Okay. Did you do anything further regarding the
24 electric service provided to the service location? What
25 happened next?

1 A. We installed service for the new property -- the
2 adjoining property owner. We did not relocate the pole.
3 That was in May of 2005. I believe it was shortly after
4 that that the dispute was as far as the property owner and
5 we were -- I was contacted that it was an unsafe condition
6 and the underground service was actually on the adjoining
7 property.

8 Q. Okay. When you talk about the unsafe condition, what
9 do you mean? Who determined it was an unsafe condition?

10 A. The city determined it because the conduit was
11 exposed because of the excavation. It was exposed for
12 somebody to get into. And it also was further determined
13 that it was on the adjoining property owner's property.

14 Q. And when you say the city, what city are you
15 referring to?

16 A. The City of Altoona.

17 Q. Okay. And do you have a time frame of when this took
18 place? You said after you met with the neighbor. Was this
19 still in 2005, was this in 2006?

20 A. It was in 2005. Well, his service was installed in
21 2005. It was in 2005. I believe when we met the second
22 time with the city representative it was in January of
23 2006.

24 Q. Okay.

25 A. And at that time there were other Penelec

1 representatives and also representatives from the city
2 there.

3 Q. Okay. And what happened during that meeting?

4 A. At that meeting it was determined, because there were
5 property corners for both Mr. DeGennaro and the adjoining
6 property owner, that the pole was not at the corner of the
7 property. It was located in the city right-of-way, but it
8 was not at the corner of the property.

9 Q. Okay. Did you do anything further in connection with
10 the electric service to the DeGennaros?

11 A. As far as the DeGennaros, I did tape measure it
12 because he also had an electrician there. And I measured
13 how the service could be corrected from the pole location
14 that was there. And I went over it with the electrician to
15 actually come down Eleventh Avenue towards his property and
16 swing in to his house at that time.

17 Q. When was the first time that you remember seeing
18 property stakes at the service location?

19 A. The first time that I saw property stakes was
20 actually the meeting that we had in -- I want to say it was
21 in 2005 with the adjoining property owners. That was the
22 first time that I saw property stakes.

23 Q. Okay. After the January 2006 meeting where the city
24 was involved and you talked with the DeGennaros'
25 electrician did you do anything further?

1 A. No. The end of March -- I believe it was the end of
2 March of 2005 I received a request to change the service of
3 Mr. DeGennaro from underground to overhead. And that
4 request was made by Mr. DeGennaro. I then contacted him
5 and told him that in order to change the service from
6 underground to overhead he would be required to obtain
7 right-of-way from the adjoining neighbor, since we would be
8 bisecting the property that was owned by his neighbor. I
9 did not hear back from Mr. DeGennaro at that time.

10 Q. When you were testifying you said you believed it was
11 the end of March of 2005. Just so the record is clear,
12 previously you said that the meeting with the city
13 representatives took place in January of 2006. Could the
14 call have come from Mr. DeGennaro in 2006 or 2005?

15 A. That's correct, I'm sorry. It was March of 2006.

16 Q. Okay. After you received that contact from Mr.
17 DeGennaro regarding overhead construction or relocation of
18 facilities did you have any further involvement in the
19 electric facilities providing service to the service
20 location?

21 A. The next involvement that I had was whenever there
22 was a letter sent and he was notified that he was -- there
23 was an unsafe condition and I was required to do the
24 relocation costs from where the pole was. I was asked to
25 do a relocation cost. And I, you know, I had -- I got that

1 ready.

2 Q. Okay. And when you say a notice was sent, who was it
3 sent from?

4 A. I believe the notice was sent from the city.

5 Q. Okay. So you did it in response to the city's
6 notice?

7 A. Yes.

8 MS. GOOD: Your Honor, I'm handing the
9 witness a document that's marked as Penelec Exhibit 4.
10 (Document handed to witness.)

11 JUDGE MELILLO: All right.

12 MS. GOOD: That's in your packet.

13 JUDGE MELILLO: All right. That document
14 was previously marked as Penelec Exhibit 4. Please have
15 the witness describe that document.

16 MS. GOOD: Thank you.

17 THE WITNESS: (Witness perusing document.)
18 This is a bill from Penelec. It is dated 4/18/2006. It's
19 addressed to Joseph DeGennaro. It is marked services,
20 relocate underground service, \$362.

21 BY MS. GOOD:

22 Q. Okay. And what did the \$362 include?

23 A. The \$362 included the wire from the pole location to
24 his new conduit and also the labor was included in that.

25 Q. And did these costs include the relocation of the

1 pole?

2 A. This did not include the relocation of the pole.

3 MS. GOOD: (Document handed to witness.)

4 Your Honor, the next exhibit I have handed to the witness
5 had been marked as Penelec Exhibit 5 prior to the hearing.
6 It's part of your packet.

7 JUDGE MELILLO: All right. That's a
8 photograph. Penelec Exhibit 5 has been so marked.

9 MS. GOOD: Thank you, Your Honor.

10 BY MS. GOOD:

11 Q. Do you have in front of you a picture that's been
12 marked as Penelec Exhibit 5?

13 A. (Witness perusing document.) Yes.

14 Q. Okay. And did you take this picture?

15 A. I did not take this picture.

16 Q. Okay. But based on your personal observations of the
17 property -- you indicated so far you've been there a number
18 of times -- can you tell us what this picture is showing?

19 A. This picture to the left shows the actual pole.
20 There is a survey stake with an orange ribbon with a taller
21 stake beside that. That is the actual property corner.
22 There is a stake with red ribbon. That is where the pole
23 would be relocated if, in fact, there was -- if it was done
24 to the property corner, if it was relocated to the property
25 corner. And the house is Mr. DeGennaro's.

1 Q. And when did you observe the service location as it
2 appears in this picture?

3 A. Um--

4 Q. Or when was the first time, I should say, you
5 observed it as in this picture?

6 A. I would say in May of 2005 when I met with the
7 adjoining property owner.

8 MS. GOOD: And Your Honor, just so we're
9 clear, this was presented so Your Honor could get an
10 picture of where the differences is in response to your
11 prehearing order.

12 JUDGE MELILLO: All right. Please speak
13 into the microphone. I'm having a little trouble hearing
14 you.

15 MS. GOOD: I'm sorry. This exhibit was
16 intended to be responsive to your prehearing order,
17 paragraph number six, where you asked for some kind of
18 depiction of where the property boundaries were and where
19 the pole is. I just wanted to clarify that, Your Honor.

20 JUDGE MELILLO: All right. Is this where
21 the pole is located now, or--

22 THE WITNESS: This is where the pole is
23 located now, yes, ma'am.

24 JUDGE MELILLO: So this is the way the
25 property would look today, except for maybe the stakes have

1 been removed; is that correct?

2 THE WITNESS: The red stake -- the stake
3 with the red ribbon would be removed. That is correct.

4 JUDGE MELILLO: All right.

5 BY MS. GOOD:

6 Q. And what was that designating, Ms. Schlecht? Just so
7 we're clear?

8 A. That was designating if we did relocate it to the
9 property corner where they -- that is a Penelec pole stake.
10 That is what we put in the ground when we stake for where
11 we're going to place the pole.

12 JUDGE MELILLO: All right. So the stake
13 represented by the red ribbon, which is the left median
14 point of the picture, that's where the property line corner
15 is?

16 THE WITNESS: That's where we would have
17 staked the pole if we would have relocated it. The orange
18 stake and the taller stake right beside it, they're the
19 survey corners.

20 MS. GOOD: If I may, Your Honor?

21 BY MS. GOOD:

22 Q. If Penelec was going to relocate the pole, as had
23 been discussed, it would have been relocated to this stake
24 with red ribbon? The property boundaries are designated by
25 the stake behind the stake with the red ribbon on the left

1 side of the picture that has the orange ribbon and the
2 taller stake next to it, is that correct?

3 A. The orange -- the orange stake is the survey marker.

4 JUDGE MELILLO: All right. So the pole is
5 still located on the neighbor's property?

6 THE WITNESS: It's located on the city
7 right-of-way.

8 JUDGE MELILLO: Oh, okay. All right. City
9 right-of-way. But if you're saying that stake is the
10 corner of the property, then the pole -- it may be on
11 right-of-way, but it doesn't look like it's on the
12 property.

13 MS. GOOD: There is no denying that it's not
14 on his property as of today.

15 JUDGE MELILLO: Okay.

16 MS. GOOD: But based on the representations
17 made by Mr. DeGennaro regarding his property boundaries at
18 the time they locating -- you know, we thought we were
19 putting it on his property. And the neighbor doesn't have
20 any further qualms at this point about it being on his
21 property. In fact, he is being served. As of today, as of
22 May of 2005 the adjoining property owner has also been
23 served from this same pole.

24 JUDGE MELILLO: All right. Yeah, I just
25 wanted to get clear.

1 MS. GOOD: Sure.

2 JUDGE MELILLO: This pole and these
3 facilities are being relocated a number of times -- several
4 times. And it looks like there is a fair number of stakes
5 in that picture and flags and other things. All right.
6 Please continue.

7 BY MS. GOOD:

8 Q. One further question, Ms. Schlecht, on this picture.
9 If you could, show -- we had talked previously when we were
10 looking at the line design where the location is today of
11 Mr. DeGennaro's underground electric service. Could you
12 show Her Honor where the path of that went from the pole
13 when it was relocated?

14 A. The underground service went from the pole towards --
15 straight down -- towards the survey stake, the orange,
16 small survey stake. It made a sweep on to his property and
17 back to where his service is, where his meter is located.

18 Q. And where is his meter located?

19 A. His meter is located, facing the house, on the right
20 hand side, about the middle of the side.

21 Q. Oh, it's located on the side of his residence?

22 A. On the side of his residence, yes.

23 Q. Now, Ms. Schlecht, did Penelec receive an occupancy
24 permit from the City of Altoona for the location of the
25 pole?

1 A. Yes, they did.

2 MS. GOOD: Your Honor, I'm handing the
3 witness a document, which is Penelec Exhibit 6, which
4 should be the next document in your packet. (Document
5 handed to witness.)

6 JUDGE MELILLO: All right. Yes, that has
7 been so identified, Penelec Exhibit 6.

8 BY MS. GOOD:

9 Q. Ms. Schlecht, do you have in front of you what's been
10 marked for the record as Penelec Exhibit 6?

11 A. I do.

12 Q. And what is this document?

13 A. (Witness perusing document.) It is a permit from the
14 City of Altoona for Penelec to actually have a pole sitting
15 in their right-of-way.

16 Q. And what is the pole number?

17 A. The pole number is 182490B14151.

18 Q. And does that match the pole number that is shown in
19 Penelec Exhibit 2?

20 A. That is correct.

21 Q. And why did Penelec receive this permit on October
22 19, 2005? Or why did it only receive it at that time?

23 A. We applied for the permit. We could not find either
24 the permit that had been returned from the city or our
25 copy, so we again applied and asked for the permit to be

1 sent to us. That was dated October 19th of '05.

2 Q. Okay. Do you have anything further to add to your
3 testimony?

4 A. No, I don't.

5 MS. GOOD: The witness is available for
6 questioning, Your Honor.

7 JUDGE MELILLO: All right. Let me see if I
8 have any questions. (Pause.)

9 EXAMINATION

10 BY JUDGE MELILLO:

11 Q. I guess I have a question about the date on that
12 occupancy permit that's shown on Penelec Exhibit 6, the
13 date being October 19, 2005. I guess I thought the pole
14 was installed before that.

15 A. The pole was installed before that. We applied for
16 the permit, but we couldn't find our record or either the
17 city, so we again applied for a permit from the city.

18 JUDGE MELILLO: Okay. All right. Counsel,
19 I -- frankly, I have a question about something that's been
20 admitted in Penelec Exhibit 1, number five. Are you going
21 to have a witness discuss this? Because I really don't
22 quite understand that. Ms. Schlecht testified that she
23 didn't see any stakes on Mr. DeGennaro's property until
24 later than that date and that is saying that Mr. DeGennaro
25 or someone moved the stake, so I guess I need clarification

1 about that.

2 MS. GOOD: Your Honor, I will not have a
3 witness talking about that, since it is deemed admitted
4 here. I did not bring a witness to talk about that. That
5 was told to somebody from Mr. DeGennaro that that had been
6 done.

7 JUDGE MELILLO: Yeah, I just -- frankly I
8 just don't understand that because there is a conflict
9 between what your witness just testified about her not
10 seeing stakes and a stake being -- you know, not at all and
11 he moving it. And I don't know what that means. I don't
12 know; did he move it somewhere else on the property, did he
13 just take it out? I don't--

14 MS. GOOD: I understand, Your Honor.

15 JUDGE MELILLO: All right.

16 MS. GOOD: I understand the conflict--

17 JUDGE MELILLO: And you don't have anybody
18 to testify about that?

19 MS. GOOD: I don't.

20 JUDGE MELILLO: I just noted that, that I
21 didn't fully understand that particular admission.

22 MS. GOOD: Okay. Thank you.

23 JUDGE MELILLO: All right. Let me see if I
24 had anything else. I think there was one other question.
25 (Pause.)

1 BY JUDGE MELILLO:

2 Q. I think you testified, Ms. Schlecht, something about
3 the pole not being at the front of a property, and I think
4 you said the City of Altoona was concerned or didn't agree
5 with that. Was that a city regulation or something, that
6 the pole has to be located at someone's property corner?
7 Or what regulation or--

8 A. That's a Penelec rule, that we can serve two
9 adjoining property owners and both of the services can be
10 on their property.

11 Q. All right. Is that a tariff rule, do you know?

12 A. I don't know.

13 MS. GOOD: I don't believe so, Your Honor.
14 I just think it's part of the company's policy to do that.
15 It's not been codified in the tariff, no.

16 BY JUDGE MELILLO:

17 Q. All right. So your testimony is that you want the
18 pole to be located right at a corner of, what, two
19 adjoining properties?

20 A. That's correct.

21 JUDGE MELILLO: All right. Mr. DeGennaro,
22 this is your opportunity to cross examine Ms. Schlecht.
23 And once that's completed, depending on how long that
24 takes, we may take a lunch break, since we didn't have a
25 morning break.

1 MR. DeGENNARO: Okay.

2 JUDGE MELILLO: Go ahead.

3 CROSS EXAMINATION

4 BY MR. DeGENNARO:

5 Q. Ms. Schlecht, it's my understanding, then, that when
6 the telephone pole was installed you did, in fact, did not
7 have permission to install the pole?

8 A. (No response.)

9 Q. You did not have a permit from the city to install
10 the pole?

11 A. That is not correct, as far as--

12 Q. The permit that I have dated here is 10/19/05. The
13 pole was installed in December of '04. So you did or did
14 not have permission to install it?

15 A. We did not have the permit.

16 Q. Thank you. In reference to your drawing, your
17 initial drawing, Penelec Exhibit 2, that you show coming
18 from Twentieth Street up along North Eleventh Avenue, you
19 stated that that is the -- that was the original location
20 of the pole, or the new location of the pole?

21 A. That is the new location of the pole.

22 Q. If that, in fact, is the new location of the pole and
23 you drew this up on 12/6/2004, isn't there a conflict with
24 that?

25 A. The -- because of the fact that there are no property

1 corners marked, I could move the pole and the distance was
2 changed, but I did not have to the drawing; I did not have
3 to actually redraw it.

4 Q. That doesn't make sense. If you did this drawing on
5 12/6/2004, then that marking you testified being the
6 present location, it's not possible that that's the present
7 location of the pole. That would have been your original
8 location, which you and I sighted in at the property. How
9 could it be a new location if you didn't know where that
10 was in 12/6 of 2004?

11 A. Well, that is the location of the pole where it is
12 right now.

13 MR. DeGENNARO: I would like to bring Your
14 Honor's attention to Penelec Exhibit 5, if you would,
15 please. Do you have that in front of you, Eileen?

16 JUDGE MELILLO: Just a moment. Penelec
17 Exhibit 5? Yes, that's a picture?

18 MS. GOOD: Yes, it is.

19 MR. DeGENNARO: Yes, Your Honor.

20 BY MR. DeGENNARO:

21 Q. When you look at this picture, Eileen, and you see
22 the marker indicated for the pole site--

23 A. I do.

24 Q. Does that look familiar to you?

25 A. When I saw it in May of 2005.

1 Q. Why is that -- why is that site familiar to you?

2 A. Because that's the corner of the property.

3 Q. Is that, in fact, not where the first pole was
4 drilled, and drilled through the sewer line; in line with
5 that stake?

6 A. I don't know. I was not there whenever they drilled
7 through that.

8 Q. I think it is.

9 JUDGE MELILLO: All right. You can testify
10 about that in rebuttal, Mr. DeGennaro, but you can't --
11 this is not your opportunity or your time to testify.

12 MR. DeGENNARO: I have no further questions,
13 Your Honor. I do have one other question, Your Honor. I'm
14 sorry.

15 JUDGE MELILLO: All right. Go ahead.

16 BY MR. DeGENNARO:

17 Q. You made a statement on the original bill that was
18 issued in November 16th of 2004 that myself and my wife
19 were issued a credit for \$319?

20 A. The credit is figured in the amount that is shown
21 there.

22 Q. That was never indicated to my wife and I.

23 A. It is not normally noted on there.

24 Q. Well then, how do you call it a credit? We paid \$374
25 and--

1 A. That's right.

2 Q. --in your testimony you said there was a credit
3 issued of \$319.

4 A. No, I said according to the tariff the \$319 service
5 credit had been applied and the amount was \$374. I did not
6 say there was a service credit issued. I said it was
7 already applied to the amount of \$374.

8 Q. So forgive me for being ignorant. But, so you're
9 saying that the actual cost should have been almost \$700?

10 A. I would say the cost to do the job, the labor and the
11 materials, would be -- and the credit is \$319, according to
12 the tariff.

13 Q. Well, I just didn't understand why the almost \$700
14 figure -- today is the first time I'm hearing about that.
15 I was only quoted \$374.

16 A. That's correct; that is what you were quoted.

17 MR. DeGENNARO: Thank you.

18 JUDGE MELILLO: Do you have anything
19 further, Mr. DeGennaro, for Ms. Schlecht?

20 MR. DeGENNARO: Not at the present time,
21 Your Honor, no.

22 JUDGE MELILLO: All right. Is there any
23 redirect?

24 MS. GOOD: Just a few questions, Your Honor.

25 JUDGE MELILLO: All right.

REDIRECT EXAMINATION

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BY MS. GOOD:

Q. Ms. Schlecht, referring to Penelec Exhibit 6, the occupancy permit, Mr. DeGennaro was questioning you regarding whether or not Penelec had the permit prior to the installation of the pole and you indicated no, we had not. Is it normal that we would have the permit prior to the installation of the pole?

A. We normally don't have a permit prior to the installation from the City of Altoona.

Q. And on Penelec Exhibit 2, Mr. DeGennaro was asking some questions regarding whether this was the original location of the pole or the current location of the pole, and as you have indicated in your direct testimony, the current location of the pole is marked here by the "X" and the "12'L", as we have talked about this morning. Why -- why didn't you have to change the drawing when the new location for the pole was determined?

A. The drawing was changed because we work on a grid system similar to GPS. That's what numbers the poles. And that's how the pole number is designated.

Q. So did you have to change the drawing, or didn't you? I'm just not sure on that.

A. I had to change the distance.

Q. Okay.

1 A. But the actual drawing was not changed.

2 Q. And the distance would have been included -- you were
3 mentioning earlier about a packet of information that goes
4 along with the line design. Would it have been included in
5 that information?

6 A. It would have been included in that information.

7 MS. GOOD: Okay. I have nothing further,
8 Your Honor.

9 JUDGE MELILLO: All right. Did you wish to
10 move any exhibits at this time?

11 MS. GOOD: Certainly, Your Honor. Exhibit
12 -- Penelec Exhibits -- did we already move Exhibit 1 in?

13 JUDGE MELILLO: I'm not certain, so why
14 don't we go ahead and do that?

15 MS. GOOD: Penelec Exhibit 1 through Penelec
16 Exhibit 6, Your Honor.

17 JUDGE MELILLO: All right. Any objection?

18 MR. DeGENNARO: I object to Exhibit 1, Your
19 Honor.

20 JUDGE MELILLO: All right. Your objection
21 is noted and I had already overruled that objection, unless
22 you have additional objection. Do you have anything
23 further with respect to Exhibit Number 1, other than what
24 you had previously stated?

25 MR. DeGENNARO: No.

1 JUDGE MELILLO: All right. And I already
2 did note that there was some confusion about one of them
3 anyway. So we'll have to take a look at what the record
4 shows also. All right. Penelec Exhibits 1 through 6 are
5 admitted.

6 (Whereupon, the documents marked as
7 Penelec's Exhibits Nos. P-1 through P-6 were
8 received in evidence.)

9 MS. GOOD: Thank you, Your Honor.

10 JUDGE MELILLO: All right. At this time let
11 me inquire as to about how much longer we have for today;
12 how many more witnesses, an estimation as to direct
13 examination. I know you can't estimate cross examination.

14 MS. GOOD: Your Honor, I do have five
15 witnesses, certainly any longer -- not as long as Ms.
16 Schlecht; they're much shorter on direct, but I would say
17 we probably still need about an hour and a half to go
18 through the rest of Penelec's case.

19 JUDGE MELILLO: All right. Well, if we take
20 an hour for lunch can we be done by 4:30, 5:00?

21 MS. GOOD: Oh, absolutely.

22 JUDGE MELILLO: All right.

23 MS. GOOD: If we take an hour for lunch, I
24 think we could be done by 3:00.

25 JUDGE MELILLO: What do you think, Mr.

1 DeGennaro?

2 MR. DeGENNARO: Is it possible to request a
3 continuance, Your Honor?

4 JUDGE MELILLO: You can request it. What's
5 the basis for your continuance?

6 MR. DeGENNARO: Well, I didn't expect to be
7 here for that amount of time. Today is my children's first
8 day of school. I did not make arrangements for them to be
9 picked up. I thought we would be done by 12:30, 1:00,
10 allowing me two hours to travel back to Altoona and pick
11 them up by 3:00. That's why I'm requesting one.

12 MS. GOOD: And Your Honor, I mean, I object.
13 We're all here. Mr. Weyandt from the City of Altoona is
14 here. To have a continuance now is really very
15 inconvenient for Penelec. Mr. DeGennaro should have
16 scheduled enough time in his schedule in order to be here
17 for the entire hearing.

18 JUDGE MELILLO: I agree. Mr. DeGennaro,
19 you'll have an hour at lunch to make other arrangements.
20 The hearing notice specified you were to be here at 10:00
21 today. You have to assume that it is the entire day, not
22 just two hours. Also, you need to arrange to make copies
23 of these exhibits. You need to have two copies for the
24 court reporter. So we'll be at recess. We'll be back at a
25 quarter of one.

1 MS. GOOD: Thank you, Your Honor.

2 JUDGE MELILLO: We're off the record.

3 (Witness excused.)

4 (Whereupon, at 11:49 a.m., the hearing was
5 recessed.)

6 (12:47 p.m.)

7 JUDGE MELILLO: Let's go back on the record.

8 This is a continuation of a hearing in the matter of Joseph
9 and Lisa DeGennaro versus Pennsylvania Electric Company at
10 Docket Number C-20066055.

11 Over the lunch break I had an opportunity to
12 consider Penelec Exhibit 1, the admissions, in the context
13 of this proceeding. I noted already that there apparently
14 may be some conflict. Now, what I'm going to do is I'm
15 going to, I guess you might say, modify a prior ruling by
16 allowing for certain amendments of admissions to consider
17 the evidence of record taken today. There may be an
18 opportunity, or another opportunity, other than what I
19 noted, that indicates a conflict with the record and I need
20 to consider the entire record in that context. So to that
21 extend, under 52 Section 5.350(d), I am providing that
22 caveat.

23 MS. GOOD: I'm sorry, Your Honor, could you
24 give me that cite again?

25 JUDGE MELILLO: Certainly. 52 PA Code

1 Section 5.350, Requests for Admissions, and it's Section
2 (d), "A matter admitted under those sections is
3 conclusively established unless a presiding officer or a
4 motion permits withdraw of the remaining issue." That's
5 essentially what I'm doing; allowing for an amendment to
6 conform to the evidence.

7 I need to be able to consider the record.
8 There may be some instances where a Request for Admissions
9 -- the admission conflicts with the evidence. I need to
10 consider the entire record, so to that extent I'm allowing
11 amendments.

12 MS. GOOD: Okay. All right.

13 JUDGE MELILLO: Otherwise I may be
14 constrained so that I can't consider your witnesses'
15 testimony or Mr. DeGennaro's testimony or--

16 MS. GOOD: And I--

17 JUDGE MELILLO: And that's the problem that
18 I'm faced with. I mean, there may not be others than that
19 conflict, but I know that there is at least one. There
20 appears to be at least one conflict--

21 MS. GOOD: Certainly. And I understand--

22 JUDGE MELILLO: --in your own witness'
23 testimony.

24 MS. GOOD: Certainly. And I understand
25 that, Your Honor. My only concern is that Mr. DeGennaro

1 has an opportunity to provide rebuttal testimony and at
2 that time he could get up on the stand and deny everything
3 that's in that Request for Admissions and then you're
4 saying that you would take that into account as part of the
5 record. But a Request for Admissions should be deemed
6 admitted as a matter of law. If Your Honor would like, I
7 will withdraw number five of the Request for Admissions if
8 we could have the others admitted as they are.

9 JUDGE MELILLO: Well, as I'm sure you
10 acknowledge, 52 PA Code Section 5.350(d) does provide some
11 discretion on the part of the presiding officer to permit a
12 withdraw or amendment of an admission. Now, the difficulty
13 I have whenever Mr. DeGennaro was responding was that it
14 appeared that he had just disregarded the request and he
15 had not provided me any reason for the disregard, other
16 than the fact that he did not, I guess, seek counsel.
17 Counsel would have allowed him advice that he had to answer
18 those.

19 But the difficulty I'm faced with is that
20 there may be, in the context of the evidentiary record,
21 evidence that's already been presented which was not
22 objected to which may be in conflict with those admissions.
23 And I don't -- I'm saying I need to be able to consider the
24 entire record in this context.

25 MS. GOOD: I understand, Your Honor. And

1 I--

2 JUDGE MELILLO: That's what I'm saying. All
3 right.

4 MS. GOOD: Again, I object because I was
5 saving the Request for Admissions as Penelec Exhibit 1 and
6 not using it as a discovery tool as we normally would,
7 because they would be admitted as evidence and facts of the
8 record.

9 JUDGE MELILLO: Well, that could be.
10 Apparently it's at the discretion of the presiding officer.
11 I'm taking it that the complainant has raised an objection
12 by saying it's a pack of lies. So that was his motion.
13 And so I denoted in your own witness' testimony that there
14 appeared to be a conflict. There are some things that just
15 don't make sense. And I have to be able to consider the
16 record in the entire context. And that's all I'm saying.
17 All right?

18 MS. GOOD: Understood, Your Honor. I guess
19 my objection is noted on the record as well.

20 JUDGE MELILLO: All right. Very well. All
21 right. Let's continue with Penelec's next witness. Would
22 you call your next witness?

23 MS. GOOD: Certainly. Rick Gunsallus.

24 JUDGE MELILLO: Mr. Gunsallus, please take
25 the stand.

1 MR. GUNSALLUS: (Complying.)

2 JUDGE MELILLO: Check and make sure that
3 that microphone is on for this afternoon.

4 MR. GUNSALLUS: (Complying.) Yes, it is,
5 Your Honor.

6 JUDGE MELILLO: All right. Please raise
7 your right hand.

8 MR. GUNSALLUS: (Complying.)
9 Whereupon,

10 RICK GUNSALLUS
11 having been duly sworn, testified as follows:

12 JUDGE MELILLO: Please be seated. You
13 should see a green light on at the microphone.

14 THE WITNESS: (Complying.) Yes, Your Honor.

15 JUDGE MELILLO: All right. Please state
16 your name for the record.

17 THE WITNESS: Rick Gunsallus.

18 JUDGE MELILLO: All right. Counsel, please
19 proceed.

20 DIRECT EXAMINATION

21 BY MS. GOOD:

22 Q. Good afternoon, Mr. Gunsallus.

23 A. Good afternoon.

24 Q. Can you please state your business address for the
25 record?

1 A. It's 405 West Plank Road, Altoona, PA.

2 Q. And by whom are you employed?

3 A. I'm employed by Penelec as a regional operations
4 supervisor.

5 Q. Okay. And how long have you been an employee of the
6 company?

7 A. Thirty-two years, seven months.

8 Q. And how long have you been in your present position?

9 A. Approximately six years.

10 Q. Can you describe your duties and your
11 responsibilities in your present position for us?

12 A. Yes. I am responsible for planning, work and safety
13 of twenty-five linemen, two designers and three clerks.

14 Q. And are you familiar with the concerns raised by the
15 DeGennaros in connection with the electric service provided
16 to them at 1909 North Eleventh Avenue, Altoona?

17 A. Yes, I am. Shortly after I came into my position in
18 Altoona Mr. DeGennaro called requesting service to his
19 residence. I worked with that and then on further down the
20 line as far as discrepancies with the underground and the
21 placement of the pole.

22 Q. All right. When did you first speak with Mr.
23 DeGennaro about the extension of electric service?

24 A. I'm not quite sure of the date. I do know it was
25 after December 13th of 2004. And it was within there that

1 Mr. DeGennaro began calling, asking when we would be able
2 to come down and install his pole for the electric service
3 for his new residence.

4 Q. Okay. And did the company begin the construction of
5 the line extension?

6 A. I'm not sure of the date, but it was within a week to
7 ten days that we went down to Mr. DeGennaro's property and
8 began to construct the line for him.

9 Q. And what happened when the company began to construct
10 a line extension?

11 A. Shortly after I dispatched a crew to the area I
12 received a phone call from my crew leader that they
13 encountered a sewer line at the property. They had
14 actually dug in the sewer line at the property.

15 Q. Okay. And had the company -- had the company
16 conducted a PA -- had the company conducted any
17 investigation regarding where the -- any utility facilities
18 were located?

19 A. Before I send any crew to do any kind of excavations
20 I make the PA One Call and I am informed -- when you make
21 the call you need to leave the dates and you're not to
22 begin digging prior to that date. And then I send the crew
23 and they begin their excavation or digging of the pole,
24 whichever, you know, it calls for.

25 Q. Okay. And the crew was sent--

1 A. The crew was sent down and the One Call had cleared
2 it, yes.

3 Q. And what did you do after you received the call from
4 your--

5 A. I drove to the site just to verify what was going on.
6 My crew had already packed up and left. There were two
7 other gentlemen standing there -- I never asked their names
8 -- with a backhoe. And they verified that yes, we did. I
9 looked around. I did see markings on the street itself. I
10 believe they were blue, which indicates water. I did not
11 see any markings at all going through the property, through
12 the area or anything.

13 Q. Okay. And was the sewer line fixed?

14 A. Yes, it was.

15 Q. And what happened -- what happened after that date
16 regarding the underground line extension?

17 A. I believe Mr. DeGennaro stated -- and I did call him
18 out of courtesy to let him know that we were going to be
19 delayed because we did encounter the sewer line. I spoke
20 with Eileen and her and I both went down because I wanted
21 to verify the new pole installation because we had to make
22 the PA One Call for the new location. And I went down with
23 Eileen and as I recall Mr. DeGennaro was there. But they
24 agreed upon an area to set the pole and Eileen put the
25 stake in and we went back to the office. And I make the

1 One Call so she could do her revised work so I could send a
2 crew out again.

3 Q. Okay. Do you know when this occurred; that the
4 meeting occurred?

5 A. You mean the date?

6 Q. The date, the time period?

7 A. It was in late December.

8 Q. Okay.

9 A. But I did not keep track of the dates on that.

10 Q. And when you refer to Bileen you're referring to Ms.
11 Schlecht?

12 A. Ms. Schlecht, yes.

13 Q. And after that meeting in late December of 2004 at
14 the service location did you have any further meetings or
15 contacts regarding the electric service provided to the
16 electric service location?

17 A. The only times I spoke with Mr. DeGennaro after that
18 as -- I think it was stated earlier there was a conflict
19 over the location of the pole and he called me once or
20 twice. And after that we met. There was a meeting because
21 of the location of the underground had been -- at some
22 point due to some excavation on the neighbor's property, a
23 meeting was set up with Mr. DeGennaro and Ms. Schlecht, Mr.
24 Weyandt from the city and Mr. Earnest from the city.
25 Because of the exposed conduit the city code enforcement

1 officer had declared that an unsafe condition and therefore
2 that meeting was held with Mr. DeGennaro.

3 Q. Okay. And at that time did you observe the conduit?

4 A. At the time I was there there was probably a foot,
5 minimally, of conduit exposed in the ground, where Mr.
6 DeGennaro had the neighbor's ground.

7 Q. And did Penelec believe this was an unsafe condition?

8 A. Exposed conduit is an unsafe condition. We will not
9 energize a customer's service unless the underground --
10 whether it be a conduit, or as it used to be, just bare
11 wire underground at one time -- the underground wire,
12 unless it's covered up, we would not energize it.

13 Q. Did Penelec do anything in response to your
14 observation that there was an exposed conduit?

15 A. No, I was under the impression, because the city was
16 there and their code enforcement officer was there, he was
17 going to handle the situation.

18 Q. Okay. And the meeting, this meeting that you are
19 indicating that took place, could you put a year on that;
20 was it 2005, 2006?

21 A. I believe it was in '05.

22 Q. You believe it was '05?

23 A. I'm not -- yes.

24 Q. Do you have anything further to add to your
25 testimony?

1 A. Nothing.

2 MS. GOOD: The witness is available for
3 questioning, Your Honor.

4 EXAMINATION

5 BY JUDGE MELILLO:

6 Q. Mr. Gunsallus, you're not familiar with the costs
7 involved in this relocation? Mr. DeGennaro explained he
8 wants reimbursed the \$2,100.

9 A. No, we weren't.

10 Q. Do you have--

11 A. I usually don't deal with costs.

12 JUDGE MELILLO: All right. Do you have a
13 witness who can explain what the \$2,100 is all about?

14 MS. GOOD: You're going to have to ask --
15 Ms. Schlecht provided the bills of what Penelec charged Mr.
16 DeGennaro.

17 JUDGE MELILLO: All right.

18 MS. GOOD: The rest of it you're going to
19 have to ask Mr. DeGennaro about.

20 JUDGE MELILLO: All right. I'll do that
21 then. I wasn't sure where that number came from until I
22 heard a little bit. Now I'm getting a little bit more
23 information.

24 MS. GOOD: Certainly.

25 JUDGE MELILLO: So Penelec has just charged

1 those two bills, is that right?

2 MS. GOOD: Yes.

3 JUDGE MELILLO: The three hundred?

4 MS. GOOD: The \$374, which was the original
5 bill for the original installation, and then the \$362 was
6 for the relocation.

7 JUDGE MELILLO: And that was only for
8 underground installation?

9 MS. GOOD: That's correct.

10 JUDGE MELILLO: All right.

11 MS. GOOD: It wasn't for the pole. That
12 wasn't included, nor the service that goes along the public
13 right-of-way that was extended from North Twentieth Avenue
14 down Eleventh Avenue.

15 JUDGE MELILLO: Okay. That wasn't included
16 in the amount?

17 MS. GOOD: No. That's on public right-of-
18 way and under our tariff, as the tariff witness will
19 explain, we don't charge for three poles and three spans in
20 the public right-of-way.

21 JUDGE MELILLO: All right. I don't have
22 anything further. Do you have any questions for Mr.
23 Gunsallus?

24 MR. DeGENNARO: I do, Your Honor.

25 JUDGE MELILLO: You do?

1 MR. DeGENNARO: I do.

2 JUDGE MELILLO: All right. Please continue.

3 MR. DeGENNARO: All right.

4 CROSS EXAMINATION

5 BY MR. DeGENNARO:

6 Q. Mr. Gunsallus, according to you, you had an all-
7 clear--

8 MR. DeGENNARO: And again, Your Honor, I'm
9 still waiting to hear from PA One Call to verify this. I
10 did call them while we were at lunch and the individual I
11 need to speak to was out. So I'm expecting a phone call.
12 Hopefully I get it before we finish today.

13 JUDGE MELILLO: All right.

14 BY MR. DeGENNARO:

15 Q. When your crew went out to the site and they saw,
16 which is obvious, a stack for a sewer pipe, a sack for a
17 clean-out and saw no flags why did you dig?

18 A. There were no markings, so that's our policy. And--

19 Q. So if there's no markings--

20 JUDGE MELILLO: Wait a minute. Let the
21 witness continue.

22 MR. DeGENNARO: Okay.

23 JUDGE MELILLO: I want to hear what he's
24 saying.

25 THE WITNESS: If the date occurs that the PA

1 One Call system tells me that I'm clear to dig and I come
2 out to a property and there are no flags or paint, I can
3 only assume from that -- and I know that everyone is
4 getting notified because I get a paper back telling me
5 where all the utilities were. I'm notified of when they
6 said it was clear or they mark the service that's in
7 question, the area that's in question. So if there are no
8 markings -- and like I said, there were markings down along
9 the street itself. And if there is nothing in the area of
10 the dig site, we dig.

11 BY MR. DeGENNARO:

12 Q. When you called me on that Saturday that your crew
13 dug the pole, and I was actually at lunch with my wife when
14 you called me on my cell phone and made me aware of that
15 you had dug through the sewer line, you also made me one
16 other subject, which Eileen failed to mention and you have
17 not mentioned yourself.

18 MR. DeGENNARO: And the only way I can
19 ascertain these dates, Your Honor, is these dates were
20 given to me by Mr. Gunsallus.

21 JUDGE MELILLO: You can ask him.

22 BY MR. DeGENNARO:

23 Q. That Eileen was on vacation from 12/22 until 1/4 of
24 '04. I didn't pull those dates -- I didn't make them up.
25 You told me she was on vacation.

1 JUDGE MELILLO: All right. You can testify
2 on rebuttal about that.

3 MR. DeGENNARO: Thank you.

4 JUDGE MELILLO: Because you were told by --
5 you're going to say you were told by Penelec that -- you
6 can ask the witness if that's what he told you. I mean,
7 that's -- if you want to ask that.

8 BY MR. DeGENNARO:

9 Q. Is that what you told me?

10 A. I'll be honest with you: I don't remember exactly.

11 MR. DeGENNARO: Thank you. No further
12 questions, Your Honor.

13 JUDGE MELILLO: All right. Very well.
14 Anything further on redirect?

15 MS. GOOD: No, Your Honor.

16 JUDGE MELILLO: All right. Mr. Gunsallus,
17 thank you. You're excused. Please call your next witness.
18 (Witness excused.)

19 MS. GOOD: Your Honor, I call Sid Atherton.

20 JUDGE MELILLO: All right. Mr. Atherton,
21 please take the stand.

22 MR. ATHERTON: (Complying.)

23 JUDGE MELILLO: You're at the witness stand.
24 And raise your right hand.

25 MR. ATHERTON: (Complying.)

1 Whereupon,

2

SID ATHERTON

3 having been duly sworn, testified as follows:

4

JUDGE MELILLO: Please be seated.

5

THE WITNESS: (Complying.)

6

JUDGE MELILLO: State your complete name for

7

the record.

8

THE WITNESS: Sid Atherton.

9

DIRECT EXAMINATION

10

BY MS. GOOD:

11

Q. Can you spell you last name as well, Mr. Atherton?

12

A. Yes. A-t-h-e-r-t-o-n.

13

Q. Thank you.

14

JUDGE MELILLO: Please continue, Counsel.

15

BY MS. GOOD:

16

Q. Mr. Atherton, can you give us your business address?

17

A. 405 West Plank Road in Altoona.

18

Q. And by whom are you employed?

19

A. Penelec.

20

Q. And in what capacity are you employed?

21

A. I am a crew supervisor for Rick.

22

Q. Okay. And when you're referring to Rick, you mean

23

Mr. Gunsallus?

24

A. Mr. Gunsallus.

25

Q. And how long have you been employed with the company?

1 A. Thirty-seven and a half years.

2 Q. And how long have you been in your present position?

3 A. Five years.

4 Q. Can you describe your duties and your
5 responsibilities in your current position?

6 A. My supervisor calls me when we have any special
7 projects and I'm responsible for their safety and
8 performance.

9 Q. Okay. And are you familiar with the electric service
10 provided to the DeGennaros' service location at 1909 North
11 Eleventh Avenue in Altoona, Pennsylvania?

12 A. Yes, I am.

13 Q. And how are you familiar with it?

14 A. I was requested to go there and check for a safety
15 condition with Mr. DeGennaro's underground service.

16 Q. Can you tell us the date that you went to the service
17 location?

18 A. I do know it was April 14, 2006.

19 Q. Okay. And what did you discover when you went there?

20 A. I discovered that the conduit to Mr. DeGennaro's
21 house, the electric conduit, was separated at the foot of
22 the pole with the wires exposed. The conduit was spray
23 painted red. There was erosion on the embankment where the
24 conduit ran to Mr. DeGennaro's house. The cable TV conduit
25 was exposed for about twelve to fifteen feet and there was

1 no cover. By that I mean to say that there wasn't twenty-
2 four inches of cover over top of Mr. DeGennaro's electric
3 service because of the erosion.

4 Because the embankment was eroding, the
5 electric conduit was sinking and it was pulling the wires
6 at the transformer -- it was pulling against the
7 transformer, you know, the weight of the wire upon the
8 conduit. As the embankment was eroding it was forcing the
9 conduit away from the embankment.

10 Q. When you were at the service location on April 14,
11 2006 did you take any pictures of the condition of the
12 underground electric service?

13 A. Yes, I did.

14 MS. GOOD: Okay. Your Honor, I am giving to
15 the witness Penelec Exhibit 7. (Document handed to
16 witness.) That's in your packet.

17 JUDGE MELILLO: That has been identified as
18 Penelec Exhibit 7. Please have the witness identify the
19 picture.

20 BY MS. GOOD:

21 Q. Okay. Mr. Atherton, do you have in front of you the
22 picture marked as Penelec Exhibit 7?

23 A. (Witness perusing document.) Yes.

24 Q. And did you take this picture?

25 A. Yes, I did.

1 Q. And can you describe for us what it shows?

2 A. The -- Mr. DeGennaro's conduit, service conduit, is
3 separated at the foot of the pole. You can see the
4 darkness there. You can also see the proximity to the
5 other conduit which was running in the same path as Mr.
6 DeGennaro's conduit. And the erosion of the embankment.

7 Q. Okay. I think earlier you said that the electric
8 service conduit was spray painted in red, is that correct?

9 A. Yes, I see that. Yes, it is. I didn't do that.
10 Somebody spray painted the conduit red.

11 Q. Okay. So for purposes of identifying where the
12 electric conduit is, it's the one that's spray painted red?

13 A. Yes.

14 Q. Okay. And then the telephone and cable conduit, you
15 said, are close to that conduit. Would that be the conduit
16 that's directly next to it on the pole?

17 A. Yes.

18 MS. GOOD: Okay. Are you clear on that,
19 Your Honor?

20 JUDGE MELILLO: Yes. Could you identify
21 when this picture was taken? Is there a date?

22 MS. GOOD: When?

23 JUDGE MELILLO: Yes.

24 MS. GOOD: Mr. Atherton identified that he
25 took it on the day he was out there on April 18th--

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JUDGE MELILLO: Oh, April 18th.

THE WITNESS: April 14th.

MS. GOOD: I'm sorry, April 14, 2006.

JUDGE MELILLO: All right. Thank you.

MS. GOOD: Mm-hmm. Your Honor, I'm handing
to the witness another exhibit marked as Penelec Exhibit 8.
(Document handed to witness.)

JUDGE MELILLO: All right. That has been so
identified, a picture identified as Penelec Exhibit 8.

BY MS. GOOD:

Q. Mr. Atherton, do you have Penelec Exhibit 8 in front
of you?

A. (Witness perusing document.) Yes.

Q. And did you take this picture?

A. Yes, I did.

Q. And did you take this picture on April 14, 2006 when
you visited the service location?

A. Yes, I did.

Q. Can you describe for us what this picture shows?

A. This is a close-up of the conduit separation at the
foot of the pole at Mr. DeGennaro's service. As you can
see, the conduit is separated and it's also moving down the
hill because the embankment is shifting down the hill and
it's putting pressure on the conductors as well, up the
pole, pulling on the transformer connections up there.

1 Q. Okay.

2 A. You also see there the closeness of the cable TV
3 conduit running along side of Mr. DeGennaro's conduit.

4 Q. And the exposed conductor, just so I'm clear, we see
5 a white line and I assume the conductors are black, so
6 there is some back in there. That would be where the
7 conductor is?

8 A. Yes. Those are electric conductors. The yellow
9 tracer you see there is the neutral and the two that's hard
10 to see in the picture there are conductors.

11 JUDGE MELILLO: I'm sorry, where are you?

12 MS. GOOD: If you look where the conductor
13 is separated--

14 THE WITNESS: The conduit. Here it is.
15 (Indicating.)

16 JUDGE MELILLO: All right.

17 THE WITNESS: And through this hole. It's
18 the picture with the conduit painted red.

19 JUDGE MELILLO: All right.

20 MS. GOOD: Do you see where it's separated,
21 Your Honor?

22 JUDGE MELILLO: (No response.)

23 MS. GOOD: We have a better picture coming
24 up that shows it a little better.

25 JUDGE MELILLO: Oh, all right. Yeah, I was

1 trying to see -- he was saying the different color line or
2 -- are you going to have someone testify that this safety
3 situation has been corrected?

4 MS. GOOD: Yes.

5 JUDGE MELILLO: All right. Very good.

6 MS. GOOD: Well, it has been corrected
7 because it's been relocated.

8 JUDGE MELILLO: All right.

9 MS. GOOD: I think Mr. DeGennaro has already
10 testified to that.

11 JUDGE MELILLO: All right. I just need that
12 in the record.

13 MS. GOOD: Okay.

14 JUDGE MELILLO: I'm not sure that that's
15 been taken care of. All right.

16 BY MS. GOOD:

17 Q. Mr. Atherton, what was your concern regarding the
18 separated conduit; how was that unsafe?

19 A. I was concerned about the safety of it. I was
20 worried about children playing around there sticking a
21 stick in there or -- I was worried about the safety.

22 Q. Okay. And what about the strain on the wires? What
23 did that cause--

24 A. Oh, yes. The strain on the wire was going to sooner
25 or later cause problems as well, either at the pole or at

1 Mr. DeGennaro's meter socket because the embankment was
2 shifting. I think you'll see in a later exhibit it was
3 going to give him a problem sooner or later, as well as us.

4 Q. And can you tell approximately how far away the
5 electric conduit was from the telephone and cable?

6 A. I'm sorry?

7 Q. Can you tell us approximately how far away the
8 electric conduit was from the telephone and cable?

9 A. By looking at this, they start out from the pole
10 together. And our normal standards that the telephone
11 should be one foot above our -- the electric conduit in the
12 trench.

13 MS. GOOD: Okay. Thank you. Your Honor,
14 I'm handing the witness another exhibit marked as Penelec
15 Exhibit 9. (Document handed to witness.)

16 JUDGE MELILLO: All right. That picture was
17 so marked as Penelec Exhibit 9.

18 BY MS. GOOD:

19 Q. Mr. Atherton, do you have in front of you Penelec
20 Exhibit 9?

21 A. (Witness perusing document.) Yes, it's a much
22 better--

23 Q. And did you take this picture when you were at the
24 service location on April 14, 2006?

25 A. Yes, I did.

1 Q. Okay. Can you tell us what this picture shows?

2 A. This is a close-up of the same conduit separation at
3 the foot of the pole. You can see the conductors a little
4 better in this picture.

5 Q. So are you referring to a yellow line and then two
6 black wires?

7 A. Yes, those are electrical conductors, electric wires.
8 And you can also see that the conduit is starting to shift
9 away from the pole.

10 Q. And that's the bottom part of the conduit?

11 A. Yes, the bottom part of the conduit is shifting away
12 from the top part of the conduit due to the erosion of the
13 embankment.

14 MS. GOOD: Okay. Your Honor, I'm handing
15 the witness another exhibit; Penelec Exhibit 10. (Document
16 handed to witness.)

17 JUDGE MELILLO: Yes, that is marked as
18 Penelec Exhibit 10.

19 BY MS. GOOD:

20 Q. Mr. Atherton, do you have in front of you Penelec
21 Exhibit 10?

22 A. I'm sorry, I didn't hear you.

23 Q. That's okay, I'm sorry. I was walking back. Do you
24 have in front of you Penelec Exhibit 10?

25 A. (Witness perusing document.) Yes.

1 Q. And did you take this picture?

2 A. Yes, I did.

3 Q. And did you take it on the day, April 14th of 2006,
4 when you were at the service location?

5 A. Yes, I did.

6 Q. Okay. Can you tell us what this shows?

7 A. This is the cable conduit going to Mr. DeGennaro's
8 house. This is the embankment that's washing away. And
9 our -- the electric conduit is just underneath this
10 because, as the code states, there is supposed to be a foot
11 difference, a foot separation, in the trench with fill and
12 then the cable and television go on top of us, on top of
13 the electric company.

14 Q. Okay.

15 A. My concern here, you can see the erosion. I knew
16 there was not twenty-four inches of fill on top of the
17 electric conduit any longer.

18 Q. Okay. And what is the -- where is the requirement --
19 is it written somewhere where the twenty-four inches--

20 A. Yeah, the -- the meter and installation book that
21 Penelec hands out to the contractors and customers for
22 installing services, the minimum coverage on the conduit is
23 to be twenty-four inches of fill.

24 MS. GOOD: Your Honor, I'm handing the
25 witness Penelec Exhibit 11. (Document handed to witness.)

1 JUDGE MELILLO: Yes, that document is marked
2 as Penelec Exhibit 11.

3 BY MS. GOOD:

4 Q. Mr. Atherton, do you have Penelec Exhibit 11 in front
5 of you?

6 A. (Witness perusing document.) Yes, I do.

7 Q. Are you sponsoring this document for purposes of
8 today's hearing?

9 A. I'm sorry, I didn't hear you.

10 Q. Are you sponsoring this document for the purpose of
11 today's hearing?

12 A. Yes.

13 Q. Okay. And what is this document?

14 A. This is the minimum distance that the customer is to
15 put his conduit under the ground. And you see there, we
16 have a line with a twenty-four inch depth showing and it
17 shows the sweep of the conduit that the customer is
18 supposed to use to get in the box.

19 Q. And you said this is part of the company's
20 installation book?

21 A. Yes, it is.

22 Q. Okay. Do you know if this document is located on the
23 company's web site?

24 A. Yes, it is.

25 Q. And is this -- are these rules and installation

1 guidelines based on any other standards?

2 A. Yes. These are based on the National Electric Code,
3 also the National Electric Safety Code.

4 Q. Okay. And what did you do after you observed the
5 unsafe conditions at the service location on April 14,
6 2006?

7 A. I returned to the office and informed my supervisor
8 of what I observed at the site here and I gave him the
9 pictures I had taken.

10 Q. And was the determination you made regarding the
11 unsafe condition at the service location based upon the
12 exposed conduit that housed the telephone and cable?

13 A. Yes, partly so. Because I knew the electric conduit
14 was just underneath that, it didn't have twenty-four inches
15 of coverage. And at the foot of the pole he had the
16 separated conduit with the exposed conductors. That's what
17 I was really concerned with.

18 Q. Okay. And would just fixing the separated conduit
19 that you discussed alleviate your concerns regarding an
20 unsafe condition?

21 A. That would only be a temporary fix. That would come
22 apart again because of the embankment. It was eroding
23 away, the embankment. So I am certain the twenty-four
24 inches of fill which were required as well as the separated
25 wire -- I'm sorry, the separated conduit.

1 Q. Okay. Do you have anything further to add to your
2 testimony?

3 A. No.

4 MS. GOOD: Your Honor, the witness is
5 available for questioning.

6 JUDGE MELILLO: All right. Mr. DeGennaro,
7 do you have any questions?

8 MR. DeGENNARO: I do, Your Honor.

9 CROSS EXAMINATION

10 BY MR. DeGENNARO:

11 Q. Mr. Atherton, is it safe to say that back in December
12 of 2004 when--

13 MS. GOOD: Objection, Your Honor. The
14 testimony -- he was only talking about one day when he was
15 at the service location, April 14, 2006. So I'm not sure
16 what December--

17 MR. DeGENNARO: I'm leading up to another
18 question, Your Honor.

19 JUDGE MELILLO: All right. Let's let the
20 complainant finish the question. Go ahead.

21 BY MR. DeGENNARO:

22 Q. Is it safe to say, Mr. Atherton, in your professional
23 opinion that back in December of 2004 when all of the
24 underground utilities were initially installed that it was
25 covered properly?

1 A. I don't know, I wasn't there. I can't tell you. I
2 didn't visit the site.

3 Q. Okay. One other question. Is it safe to say that
4 due to the excavation on the adjoining property that's what
5 caused the exposed conduit to exist?

6 A. I guess I would say that the fellow who owned the
7 property here, when he put his driveway in, he started
8 that.

9 Q. And also on Penelec Exhibit 8, where the conduit is
10 separated?

11 A. Yes.

12 Q. That, in fact, is due to the fact of the excavating
13 that took place pulled the dirt away from that that caused
14 that to shift down?

15 A. It shifted because there was no fill over it. There
16 was no weight and no structure there or anything to hold it
17 in place anymore.

18 MR. DeGENNARO: I have no further questions,
19 Your Honor.

20 JUDGE MELILLO: All right. Is there any
21 redirect?

22 MS. GOOD: No, Your Honor.

23 JUDGE MELILLO: All right. You are excused.
24 Thank you very much, Mr. Atherton. Please call your next
25 witness.

(Witness excused.)

1
2 MS. GOOD: Are we ready?

3 JUDGE MELILLO: Yes, I believe we are.

4 MS. GOOD: Beverly Green, please go to the
5 witness stand, please.

6 MS. GREEN: (Complying.)

7 JUDGE MELILLO: Ms. Green, please raise your
8 right hand.

9 MS. GREEN: (Complying.)

10 Whereupon,

11 BEVERLY GREEN

12 having been duly sworn, testified as follows:

13 JUDGE MELILLO: Please be seated and state
14 your name for the record.

15 THE WITNESS: (Complying.) Beverly Green.

16 JUDGE MELILLO: Please continue, Counsel.

17 DIRECT EXAMINATION

18 BY MS. GOOD:

19 Q. Ms. Green, can you -- good afternoon.

20 A. Hello.

21 Q. Can you please state your business address for the
22 record?

23 A. 405 West Plank Road, Altoona, Pennsylvania.

24 Q. And by whom are you employed?

25 A. Penelec.

1 Q. And in what capacity are you employed?

2 A. I'm the area manager.

3 Q. And how long have you been an employee of the
4 company?

5 A. Eighteen years.

6 Q. And how long have you been in your present position?

7 A. Five years.

8 Q. Can you describe your duties and responsibilities in
9 your present position?

10 A. I act as a liaison between the company and a
11 customer. The customer may be an elected official, a
12 municipality, a residential or commercial customer with a
13 problem or concern. I act as a liaison between the two
14 parties.

15 Q. And are you familiar with the concerns raised by the
16 DeGennaros in connection with the electric service provided
17 to them at 1909 North Eleventh Avenue in Altoona,
18 Pennsylvania?

19 A. Yes.

20 Q. And how are you familiar with it?

21 A. In early April I received a phone call from the City
22 of Altoona indicating that they were requesting a
23 termination of service at that location due to an unsafe
24 condition.

25 Q. And what did you do in response to the contact from

1 the city?

2 A. I spoke with the operations manager for Penelec and
3 we discussed the situation and at that time is when he sent
4 Mr. Atherton to the property to inspect the area. And at
5 that time Mr. Atherton did return to the building, as he
6 testified, and indicated to us that an unsafe condition did
7 exist. And at that point we issued a termination of
8 service.

9 Q. Okay. And did the company do anything else besides
10 issuing the termination notice about the unsafe condition?

11 A. Because the conduit had separated there was an
12 immediate public concern for safety. The wires were
13 actually exposed from the conduit. We did send a crew to
14 the location, so they were able to temporarily fix that
15 separation, but as Mr. Atherton had indicated, it was
16 temporary. And because the erosion was taking place, we
17 knew that something permanent had to be done.

18 MS. GOOD: Your Honor, I'm giving to the
19 witness Penelec Exhibit 12. (Document handed to witness.)

20 JUDGE MELILLO: All right. That being so
21 marked.

22 MS. GOOD: Thank you, Your Honor.

23 BY MS. GOOD:

24 Q. Ms. Green, do you have a copy of Penelec Exhibit 12
25 in front of you?

1 A. (Witness perusing document.) Yes, I do.

2 Q. And are you the author of this letter?

3 A. Yes, I am.

4 Q. And when was this sent?

5 A. April 14th of 2006.

6 Q. Okay. Can you describe this for us?

7 A. Basically the letter indicates we were notified by
8 the city about an unsafe condition. It indicates that
9 there is twenty-four inches of cover that's required for
10 conduit and that if the situation was not corrected there
11 would be a termination of service.

12 Q. Okay. And so did you -- you issued the termination
13 notice because of the unsafe condition?

14 A. That is correct.

15 Q. Did Penelec, in this termination notice, tell Mr. and
16 Mrs. DeGennaro that the only way to remedy the unsafe
17 condition was to relocate the underground electric service?

18 A. No.

19 Q. What did we tell them in the letter?

20 A. The letter indicates that twenty-four inches of cover
21 is required for conduit installation.

22 Q. Okay. And can you briefly tell us what the two
23 documents are that are attached to the letter?

24 A. The documents basically indicate in the 300.5
25 Underground Installations and what is required for those

1 types of service installations. And then on the third page
2 there that is included in this exhibit it gives various
3 types of cover and services.

4 Q. And this is from where, the attached pages?

5 A. The attached pages are from the National Electric
6 Code.

7 Q. Okay. And that's stated in your letter, is that
8 correct?

9 A. Yes.

10 Q. Did the company terminate service to the service
11 location?

12 A. No, we did not. On the morning of April 18th Mr.
13 DeGennaro contacted me and told me that he had his
14 excavators out at the property and that they had prepared
15 that the underground service to be relocated.

16 Q. Okay. And was the underground service relocated?

17 A. Yes, it was. That relocation corrected the unsafe
18 condition.

19 Q. Okay. Do you have anything further to add to your
20 testimony?

21 A. No.

22 MS. GOOD: The witness is available for
23 questioning, Your Honor.

24 JUDGE MELILLO: All right. (Pause.) All
25 right. Mr. DeGennaro, do you have any questions of the

1 witness?

2 MR. DeGENNARO: Yes.

3 JUDGE MELILLO: Go ahead.

4 CROSS EXAMINATION

5 BY MR. DeGENNARO:

6 Q. Do you have in front of you, Ms. Green, Penelec
7 Exhibit 10; is that still up there?

8 A. No, it is not.

9 MS. GOOD: I'm not sure -- Your Honor, that
10 wasn't her exhibit and it's outside of the direct
11 testimony. I'm not sure where -- I guess I'd like an offer
12 of proof on where he is going with this cross examination
13 question.

14 JUDGE MELILLO: Well, the witness did
15 testify about the amount of coverage. She said she
16 authored this letter, Penelec Exhibit 12. I take it he's
17 going to ask some questions about cover, but if he doesn't,
18 then you can renew your objection.

19 MS. GOOD: Okay.

20 JUDGE MELILLO: Go ahead. There maybe some
21 potential.

22 MR. DeGENNARO: (Document handed to
23 witness.)

24 JUDGE MELILLO: Okay. So you're showing the
25 witness a copy of Penelec Exhibit --

1 MR. DeGENNARO: 10.

2 JUDGE MELILLO: 10, all right.

3 BY MR. DeGENNARO:

4 Q. In regards to the letter that you sent to my wife and
5 I, it specifies the amount of cover, minimum being twenty-
6 four inches?

7 A. Yes.

8 Q. When you look at that picture -- and Mr. Atherton has
9 already testified that he felt that there was not twenty-
10 four inches of cover. In your professional opinion of your
11 years at Penelec, what other option did we have other than
12 relocating the underground utilities? As you see in the
13 picture, there is no way to cover those exposed conduits to
14 conform with twenty-four inches of dirt that's required.
15 Mr. Atherton already testified to that.

16 A. Obviously that's out of the scope of my, you know,
17 area. I basically -- again, as the area manager I
18 basically, you know, act as a liaison to help us facilitate
19 discussion and I'm not qualified to answer that question.

20 MR. DeGENNARO: No further questions, Your
21 Honor.

22 JUDGE MELILLO: All right. Is there any
23 redirect?

24 MS. GOOD: No, Your Honor.

25 JUDGE MELILLO: All right. You're excused.

1 Thank you. All right. Do you have any additional
2 witnesses?

3 (Witness excused.)

4 MS. GOOD: I do; two more, Your Honor.

5 JUDGE MELILLO: All right. Please call your
6 next witness.

7 MS. GOOD: Thank you. Chris Wehr, please
8 take the stand.

9 MR. WEHR: (Complying.)

10 JUDGE MELILLO: Mr. Wehr, please raise your
11 right hand.

12 MR. WEHR: (Complying.)

13 Whereupon,

14 CHRISTOPHER WEHR

15 having been duly sworn, testified as follows:

16 JUDGE MELILLO: Please state your name for
17 the record.

18 THE WITNESS: My name is Christopher Wehr.
19 My address is 2800 Pottsville Pike in Reading,
20 Pennsylvania.

21 JUDGE MELILLO: All right. Please continue,
22 Counsel.

23 DIRECT EXAMINATION

24 BY MS. GOOD:

25 Q. Good afternoon, Mr. Wehr.

1 A. Good afternoon.

2 Q. Could you spell your last name for the record?

3 A. W-e-h-r.

4 Q. Thank you. By whom are you employed?

5 A. First Energy Services Corporation.

6 Q. And in what capacity are you employed?

7 A. I am employed as a senior business analyst in the
8 Rates and Regulatory Tariffs Department.

9 Q. And how long have you been employed by the company?

10 A. Almost seventeen years.

11 Q. And how long have you been in your current position?

12 A. Six years.

13 Q. Can you describe your duties and your
14 responsibilities in your current position?

15 A. Duties and responsibilities include the tariff
16 administration supporting the operative companies, Penelec
17 and Penn Power.

18 Q. Does the company have a rule regarding line
19 extension?

20 A. Yes, Penelec has a rule regarding line extensions.

21 Q. Okay. And is this rule contained in the company's
22 tariff?

23 A. Yes, it is.

24 Q. Can you tell us where?

25 A. It's in the rules, I think it's Rule 7, line

1 extensions to location of service.

2 MS. GOOD: Your Honor, I'm handing the
3 witness what has been marked as Penelec Exhibit 13.

4 (Document handed to witness.)

5 JUDGE MELILLO: All right. That had been so
6 marked.

7 BY MS. GOOD:

8 Q. Mr. Wehr, do you have in front of you a copy of
9 Penelec Exhibit 13?

10 A. (Witness perusing document.) Yes, I do.

11 Q. Are you sponsoring this document for purposes of
12 today's hearing?

13 A. Yes, I am.

14 Q. And what is this document?

15 A. This document is actually in reference to Penelec
16 Tariff Electric Pa. P.U.C. No. 77 and it appears to be --
17 it is a copy of Rule 7, line extensions.

18 Q. Has this rule been approved by the Pennsylvania
19 Public Utility Commission?

20 A. Yes, it has.

21 Q. And when did it become effective?

22 A. At the bottom of the document, "Effective: April 12,
23 2002."

24 Q. And were you here for the testimony of the other
25 witnesses today in this matter?

1 A. Yes, I was.

2 Q. Does the rule that you have in front of you apply to
3 the DeGennaros' request for electric service?

4 A. Yes, this rule would be applicable for the initial
5 line extension, correct.

6 Q. And can you tell us where in the rule -- is there a
7 specific provision of the rule that applies?

8 A. Yes. The Rule 7 has various parts, but Rule 7 parts
9 a. (2), which really begins on the first revised page 31,
10 Non-Speculative Single Phase Line Extension. That would be
11 applicable for line extension to a single family residence.

12 JUDGE MELILLO: To a what? I'm sorry, I
13 didn't hear you.

14 THE WITNESS: Single family residence.

15 BY MS. GOOD:

16 Q. Okay. Can you describe for us the company's
17 obligations under this tariff rule?

18 A. The company's obligation would be to basically
19 receive the request for a line extension and to process it,
20 work with the customer and engineer the lay out. Under
21 this Company Obligations, as are highlighted here and are
22 identified on page 31, the company has a span allowance,
23 which I would like to elaborate on a little bit.

24 But work with the customer, make sure the
25 span allowance provisions of the line extension policy are

1 adhered to, collect funds from the customer before work can
2 proceed, and basically to preform the service, which is to
3 run and operate the electric facility and install the
4 facilities.

5 Q. Okay. Can you discuss further the span allowance
6 that you were referring to?

7 A. Yes. The span allowance, which is probably about the
8 middle of the page on page 31, the applicant will receive
9 at no charge up to three spans of conductors, poles and
10 related material on the public right-of-way and a single --
11 primarily a single span on private right-of-way. So it
12 really depends on the circumstances of the line extension
13 what would be required. But that is what would be provided
14 to a customer at no charge. To the extent that a service
15 requirement deviates from that span allowance, then there
16 would be a charge in this case.

17 JUDGE MELILLO: I'm sorry, your voice
18 dropped off. What did you last -- what was the charge -- I
19 guess I'll -- I need to know how the charge was developed
20 in Mr. DeGennaro's case based on this tariff. Can he do
21 that?

22 MS. GOOD: Yes.

23 THE WITNESS: May I take that?

24 MS. GOOD: Sure. Go ahead.

25 THE WITNESS: An issue that came up was a

1 \$319 service credit that came up earlier; Mr. DeGennaro
2 raised that up. Just for clarification, that service
3 credit established -- which is the average cost to install
4 the span on private right-of-way, which is roughly about a
5 hundred-eighty feet of conductor. It's a \$319 credit. So
6 had this line extension only required the span on public
7 right-of-way there would be no charge.

8 Now, because the line extension of the
9 service line was underground, we charge -- we actually
10 accumulate costs for the underground facility and subtract
11 out that allowance. That's the \$319 credit. It's all part
12 of the calculation. There would be a separate credit, but
13 it's all part of knowing that the one span allowance on a
14 public -- private right-of-way is roughly about a hundred-
15 eighty feet. And the requirements for the underground
16 service, including conduits and so forth, were more than
17 that. So then we total up the costs and deduct the \$319
18 service credit. And that's what they do off the bill. I
19 hope that clarifies the calculation of the bill.

20 JUDGE MELILLO: Well, there were two bills.

21 I'll--

22 MS. GOOD: Well, we haven't gotten to the
23 relocation tariff rule yet.

24 JUDGE MELILLO: Right, yes. I'm somewhat
25 still confused about the facilities that were talked about,

1 because under, at least some circumstances, the utility
2 would have an obligation to do something and it's clear
3 from in this case the customer had an obligation to remedy
4 the unsafe situation. So I wanted to get some
5 clarification about that.

6 MS. GOOD: Okay.

7 JUDGE MELILLO: You understand my point
8 about exposed conduit and that type of thing? That's a
9 dangerous situation.

10 MS. GOOD: Certainly.

11 JUDGE MELILLO: I just want to understand
12 what was the reason, the justification for the separation
13 or divergent responsibilities in this matter.

14 MS. GOOD: Right. But--

15 JUDGE MELILLO: What was the utility's, what
16 was the customer's responsibility?

17 MS. GOOD: Right. The underground service
18 was all on -- supposed to on Mr. DeGennaro's property; it
19 was all on private property. And we determine that to be
20 the customer's obligation to, in fact, remedy any unsafe
21 condition with that.

22 JUDGE MELILLO: All right. Well, let's let
23 Mr. Wehr finish his testimony and we'll get to this. But
24 this is just some points that I'm going to need some
25 further clarification on.

1 MS. GOOD: Okay.

2 BY MS. GOOD:

3 Q. Mr. Wehr, according to Tariff Rule 7 a. (2) does it
4 discuss what the applicant's obligations are?

5 A. Yes. The applicant's obligations are really
6 identified on the next page, page 32. And they are
7 basically to pay for any additional costs of the line
8 extension. And the costs are really the direct labor or
9 the direct material costs, which are costs directly
10 attributable to that project.

11 In this situation for an underground
12 service, to preform the trenching, the backfilling and the
13 excavation, as well as provide the right-of-way and do
14 anything necessary for the right-of-way. Those are the
15 general obligations.

16 Q. Okay. And you talked about direct material costs.
17 Are they defined anywhere in this tariff rule?

18 A. Yes. They're defined earlier in the Rule 7, starting
19 on page 29. And these costs -- in the lower part of page
20 29 we have the direct labor and direct material costs. And
21 the direct labor costs are the direct expenses of the
22 company's employees directly attributable to that project.
23 They exclude construction overhead, payroll taxes, Workers'
24 Compensation expenses and so forth.

25 Similar to the direct material costs, the

1 purchase price of those materials directly related to that
2 project. And they get any credit associated with temporary
3 structures or any type of discounts related to the purchase
4 of materials. That would be part of the calculations.

5 Q. In the DeGennaros' request for line extension did the
6 company properly follow its tariff in generating costs to
7 the DeGennaros for the line extension?

8 A. Yes, I believe it did. I mean, the line extension
9 that was in public right-of-way and the pole was
10 established in the public right-of-way and it was
11 transformed in the public right-of-way. There was no
12 charge to Mr. DeGennaro for that. The underground service
13 and the differential between the underground service and
14 the span allowance, the \$319 credit, was applied
15 appropriately.

16 JUDGE MELILLO: All right. Now, that's with
17 respect to the original installation?

18 MS. GOOD: Yes, that's correct, Your Honor.

19 JUDGE MELILLO: All right.

20 THE WITNESS: That's correct, Your Honor.

21 BY MS. GOOD:

22 Q. Mr. Wehr, does the company have a rule regarding
23 relocation of company facilities?

24 A. Yes, it does. This is also contained in Rule 7 and
25 it appears later on, starting on page 38A. It's the second

1 to the last page of the exhibit and is referenced in Rule
2 7, Section c.

3 Q. And does this apply to the DeGennaro's request for
4 the relocation of the facilities?

5 A. Well, it applies to the relocation of facilities. I
6 mean, if it a requested modification of the company's
7 facilities, the costs associated with that specific
8 project, the direct labor and direct material costs, would
9 be charged to the customer.

10 Q. Can you describe the company's obligations under Rule
11 7 c.?

12 A. First we receive the request, we'll evaluate it to
13 make sure it's a reasonable request. In not all
14 circumstances is the request -- sometimes there is a route
15 of relocation or something that can't be done. So we'll
16 evaluate the situation and assuming that we can -- that the
17 request is reasonable, we'll engineer the job, make sure we
18 obtain the proper right-of-way, provide the information to
19 the customer and receive payment and basically preform the
20 job after the payment is received.

21 Q. And what are the customer's obligations?

22 A. Submit the request. Again, pay for the direct
23 materials and labor costs associated with that project and
24 provide any right-of-way or additional right-of-way, or
25 information necessary for the correction.

1 Q. Okay. In the DeGennaros' request for relocation did
2 the company properly follow its tariff in relocating the
3 facilities?

4 A. In the establishing of the costs, yes, they certainly
5 did.

6 JUDGE MELILLO: Okay. Now, that was the
7 second--

8 MS. GOOD: Yes.

9 JUDGE MELILLO: --for underground facilities
10 that was submitted or not?

11 MS. GOOD: Yes..

12 JUDGE MELILLO: Can you please speak into
13 that microphone right there? (Indicating.)

14 MS. GOOD: Yes, it was the second bill for
15 \$362.

16 JUDGE MELILLO: All right.

17 MS. GOOD: The one that was issued April
18 18th of 2006.

19 BY MS. GOOD:

20 Q. Can you tell us why you believe the company followed
21 its tariff in relocating the facilities and calculating the
22 costs to the DeGennaros?

23 A. I'm sorry, can you repeat the last part?

24 Q. Certainly. Can you tell us why you believe the
25 company properly followed its tariff in relocating the

1 electric service facilities and calculating the costs for
2 the relocation?

3 A. As I mentioned, the costs was calculated in
4 accordance, with the, you know, guidelines of the tariff,
5 which were to apply to direct material and labor costs
6 associated with it, not including the other things and
7 taxes that I mentioned earlier. But again, following the
8 request for this relocation from the customer, they
9 followed that request and then provided the costs
10 associated with the extension.

11 Q. Okay. Do you have anything further to add to your
12 testimony?

13 A. No, that's all I had.

14 MS. GOOD: Your Honor, the witness is
15 available for questioning.

16 EXAMINATION

17 BY JUDGE MELILLO:

18 Q. Was the first location -- the original location, was
19 that in a city right-of-way or some right-of-way?

20 A. The--

21 Q. Was the second not on a right-of-way?

22 A. Well, the portion of the line extension which are the
23 poles and the primary builder had the large overhead lines,
24 it would be on public right-of-way.

25 Q. With regard to the first?

1 A. Yeah, the pole location with the transformer that
2 served the initial service drop at Mr. DeGennaro's facility
3 was always on the public right-of-way, so there was no
4 charge for that facility. Looking at the new location,
5 with the new location for the pole, there was never a
6 charge for that pole or that transformer.

7 All the charges for the initial line
8 extension or for the service line that went down the pole
9 into the underground and to the meter base, and so did the
10 relocation of those facilities; only that portion of the
11 electric facilities. Everything from our last pole and the
12 new poles that were installed, there was no charge.

13 JUDGE MELILLO: I guess I'm still unclear.
14 Your witness, Mr. Atherton, testified about the safety
15 matter where the conduit was becoming separated and
16 exposing live wire and there is a notice provided to the
17 claimant by the city to correct the safety violation on
18 this; that was something that was the customer's
19 responsibility, not the utility's?

20 MS. GOOD: It is the customer's
21 responsibility, Your Honor.

22 JUDGE MELILLO: Can you explain that, how
23 that conduit and the live wire and everything being exposed
24 like that, is the customer's responsibility?

25 MS. GOOD: Well, we did temporarily fix the

1 separated conduit so it would no longer be an immediate
2 danger to the public. But the problem was because the
3 requirement of twenty-four inches of fill wasn't completed
4 and that conduit was shifting away from it, that's Mr.
5 DeGennaro's responsibility when he trenched and excavated
6 for his underground service.

7 According to the tariff, customers are
8 responsible for the excavating, the trenching and the
9 backfilling to twenty-four inches, pursuant to our rule
10 book. That--

11 JUDGE MELILLO: Is that a tariff that you
12 provided to me? Is that one--

13 MS. GOOD: Well, the tariff says that
14 they're responsible for excavating, trenching and
15 backfilling.

16 JUDGE MELILLO: Is that in Rule 7 a.?

17 MS. GOOD: It is in Rule 7 a., and maybe Mr.
18 Wehr can help me out here?

19 THE WITNESS: I have -- I'd like to clarify
20 one thing. The conduit for the installation of that
21 service line is not Penelec's responsibility.

22 BY JUDGE MELILLO:

23 Q. It's not who's responsibility?

24 A. It's not Penelec's responsibility. So the service
25 line itself in that conduit is Penelec's responsibility, so

1 it's a combination of things that are going on. The
2 conduit was exposed. Although it was unearthed because
3 basically the excavation separated the conduit and now it
4 created the situation where you have an exposed conductor,
5 which the -- that's the area of our concern.

6 Q. Was that conduit, which you say is the customer's
7 responsibility, supposedly on the customer's property? Is
8 that the reason -- I'm just trying to understand. Because
9 the conduit is usually--

10 MS. GOOD: The conduit was intended--

11 JUDGE MELILLO: I'm sorry?

12 MS. GOOD: The conduit was intended to be on
13 Mr. DeGennaro's property. As Ms. Schlecht testified a
14 number of times, that was her big concern with Mr.
15 DeGennaro, "Tell me where your property lines are. Tell me
16 where your property lines are so we can make sure this
17 conduit is on your property." And she told him about that
18 requirement. We didn't tell him where the trench had to
19 go, necessarily, but it needed to be on his property,
20 otherwise we would have needed to get right-of-way from the
21 adjoining property owner.

22 We didn't do that because we believed that
23 the conduit was on his property. And until the neighbor
24 had excavated his property -- because the neighbor wasn't
25 living there and hadn't excavated his property at the time

1 of installation of Mr. DeGennaro's electric service. We
2 believed it was and only at that time, in the spring of
3 2005, did it become apparent that there -- you know, there
4 was a dispute, the facilities were trespassing on the
5 neighbor's property and had, in fact, you know, had become
6 -- they were covered, but they weren't completed to the
7 twenty-four inches as we require because of that
8 excavation.

9 MR. DeGENNARO: Your Honor?

10 JUDGE MELILLO: Well, wait a minute. Just
11 wait a minute. I'm trying to -- you have got to remember
12 that I haven't lived with this case like you have.

13 MS. GOOD: Certainly.

14 JUDGE MELILLO: You know, I'm going on
15 what's been presented that's of record. And I'm seeing
16 these documents for the first time and I'm trying to get a
17 picture here. Basically what I wanted to know is with
18 respect to -- I guess it was the original service and then
19 where the conduit came so it was on the pole. The picture
20 showed it was going up the pole. Was that supposed to have
21 been underground?

22 MR. DeGENNARO: Yes.

23 JUDGE MELILLO: Was that piece supposed to
24 have been -- on the pole it was supposed to be underground?

25 MR. DeGENNARO: Yes, it was, Your Honor.

1 MS. GOOD: Yes. For twenty-four inches up
2 the pole it should have been covered.

3 MR. DeGENNARO: It was exposed due to
4 excavation.

5 BY JUDGE MELILLO:

6 Q. Is there a tariff rule that says that the customer is
7 responsible for that conduit on the pole and bringing the
8 conduit, I guess -- trenching and having the conduit put in
9 place and bringing that conduit into the home, so to speak?

10 A. Yes. I'm starting on page 33 of Rule 7 on my
11 exhibit.

12 Q. All right. Hole on a minute. (Pause.) Page 33.
13 All right. Where are you; page 33 where?

14 A. Page 37, in the middle of that page--

15 MS. GOOD: You said 33, is that correct?

16 THE WITNESS: Yeah, on page 33.

17 BY JUDGE MELILLO:

18 Q. 33?

19 A. On that page.

20 Q. All right.

21 A. "Residential customers electing to use conduit for
22 their underground service line shall pay all related costs
23 associated with such conduit."

24 Q. All right. Wait. And that was because the customer
25 elected to do underground as opposed to overhead; is that

1 the issue?

2 A. That's correct.

3 MS. GOOD: And Your Honor, not to confuse
4 you, but if I may, the sentence right above that is the
5 sentence that I was referring to previously, where it talks
6 about where the -- where we are talking about underground
7 service. "The applicant/customer shall provide all
8 necessary trenching, excavation, backfilling and grading in
9 accordance with company specifications in the prevailing
10 Service and Meter Installation Requirement Handbook and
11 shall bear all costs thereof." That was the page that Mr.
12 Atherton had testified -- that's part -- the page that Mr.
13 Atherton had testified about in Penelec Exhibit 11, was
14 from the Service and Meter Installation Requirement
15 Handbook, the twenty-four inches of cover.

16 BY JUDGE MELILLO:

17 Q. All right. Who has the responsibility to maintain
18 it, this conduit, once it's installed? Because you're --
19 Mr. Wehr, you're saying the company has a responsibility
20 for the wires?

21 A. Yes, for the service wire.

22 Q. All right.

23 A. Correct.

24 Q. At any time does this become the property of the
25 utility to maintain, this conduit?

1 A. No, not the conduit provided by the customer.

2 Q. Not the conduit. But the wires in the conduit are
3 the property -- are the utility's responsibility?

4 A. I'm sorry?

5 Q. The wires in the conduit are the utility's
6 responsibility?

7 A. Correct.

8 Q. Okay. When the pole was relocated was there any
9 requirement for right-of-way or anything of that nature?

10 A. It was his requirement, a right-of-way would have
11 been required. As a result, there was a dispute and the
12 relocation.

13 Q. All right.

14 A. Yeah, that would have been obtained.

15 Q. All right. And that's not included, though, in the
16 building that the company did with respect to -- I think
17 that's in Penelec Exhibit 4.

18 A. I'm sorry, I didn't understand the question.

19 Q. Yeah. Penelec Exhibit 4, that's the utility bill to
20 the customer for the relocation of the underground service.
21 That wouldn't include additional right-of-way or conduit or
22 anything like that?

23 A. It's their responsibility to obtain the right-of-way
24 or to obtain -- there would have been no charges for that.

25 JUDGE MELILLO: All right. Do you have any

1 questions, Mr. DeGennaro, of Mr. Wehr?

2 MR. DeGENNARO: I just want to bring to Your
3 Honor's attention in Penelec Exhibit 8, where they show the
4 conduit is separated. Where this pole was located and
5 where that separation takes place--

6 JUDGE MELILLO: All right. This is not your
7 opportunity to testify. You'll have that opportunity in
8 rebuttal. Right now you're -- it's your opportunity to ask
9 questions of Mr. Wehr, as if on cross examination.

10 MR. DeGENNARO: I have no questions.

11 JUDGE MELILLO: All right. Is there any
12 redirect as a result of my questions?

13 MS. GOOD: No, Your Honor.

14 JUDGE MELILLO: All right. Very well, Mr.
15 Wehr, you're excused. Thank you. By the way, did you move
16 your exhibits?

17 (Witness excused.)

18 MS. GOOD: I did not, Your Honor.

19 JUDGE MELILLO: I think you had 7 through--

20 MS. GOOD: I had 1 through 6.

21 JUDGE MELILLO: You moved 1 through 6.

22 MS. GOOD: Right.

23 JUDGE MELILLO: How about 7 through 13?

24 MS. GOOD: Yes, Your Honor. I would like to
25 move Penelec Exhibits 7 through 13 into the record.

1 JUDGE MELILLO: All right. Any objection?

2 MR. DeGENNARO: No, Your Honor.

3 JUDGE MELILLO: All right. They're
4 admitted. And I usually, if I think of it, I'll do a
5 blanket admission just in case.

6 (Whereupon, the documents marked as
7 Penelec's Exhibits Nos. P-7 through P-13
8 were received in evidence.)

9 MS. GOOD: Right.

10 JUDGE MELILLO: Because sometimes that
11 happens; at the end of the record we'll get the transcript
12 and there will be nothing admitted.

13 MS. GOOD: Right. I usually write it at the
14 end of my last witness so I will remember.

15 JUDGE MELILLO: Yeah. I think we only have
16 one more left, Penelec Exhibit 14?

17 MS. GOOD: Yes, that's correct.

18 JUDGE MELILLO: All right. You have one
19 additional witness?

20 MS. GOOD: Yes, I do. Carl Weyandt.

21 JUDGE MELILLO: Mr. Weyandt, please come and
22 take the stand.

23 MR. WEYANDT: (Complying.)

24 JUDGE MELILLO: Mr. Weyandt, please raise
25 your right hand.

1 MR. WEYANDT: (Complying.)

2 Whereupon,

3 CARL J. WEYANDT

4 having been duly sworn, testified as follows:

5 JUDGE MELILLO: Please be seated. Please
6 state your name for the record.

7 THE WITNESS: (Complying.) Carl J. Weyandt.

8 JUDGE MELILLO: Can you spell that last
9 name, please?

10 THE WITNESS: W-e-y-a-n-d-t.

11 JUDGE MELILLO: All right. Please proceed,
12 Counsel.

13 DIRECT EXAMINATION

14 BY MS. GOOD:

15 Q. Good afternoon, Mr. Weyandt.

16 A. Good afternoon.

17 Q. Can you please state your address for the record?

18 A. My home address?

19 Q. Do you have a business address?

20 A. No, I worked for the City of Altoona, I'm retired.

21 Q. Okay. But currently you don't have -- currently you
22 just have your home address?

23 A. Correct.

24 Q. Can you please list that for the record?

25 A. 2817 Walnut Avenue, Altoona, PA 16601.

1 Q. Okay. And you just stated on the record that you're
2 not currently employed?

3 A. No, I'm retired.

4 Q. Okay. And you're retired from where?

5 A. The City of Altoona.

6 Q. Okay. And for how many years were you employed by
7 the City of Altoona?

8 A. Twenty-nine years.

9 Q. And in what capacity were you employed by the City of
10 Altoona?

11 A. I became the electrical inspector in 1980, so twenty-
12 six years.

13 Q. Okay. Can you describe your duties as an electrical
14 inspector for the City of Altoona?

15 A. Yes. Any time there was any wiring done within the
16 city limits it was my job to go out and inspect it and okay
17 it. And if there was any kind of a service it would give
18 authorization to Penelec that they could hook it up.

19 Q. Can you describe your professional and educational
20 background?

21 A. Yes. I attended high school and Altoona Area Voc
22 Tech. I took my Journeyman's license with the City of
23 Altoona and passed. Also I took the Master's license
24 electrical exam and passed. And just recently, I would say
25 within the last three years, I was coded with the

1 Pennsylvania Department of Labor and Industry as an
2 electrical inspector.

3 Q. And are you familiar with the electric service
4 provided to the DeGennaros at 1909 North Eleventh Avenue,
5 Altoona, Pennsylvania?

6 A. Yes, I am.

7 Q. And how are you familiar with it?

8 A. I was the electrical inspector when the initial
9 service was installed.

10 Q. Okay. And after you inspected the initial service --
11 do you know when that was?

12 A. That was back in December of '04.

13 Q. Did you have any further involvement with the
14 DeGennaros electric service after December of 2004?

15 A. Yes, I was contacted by our codes office that there
16 was a safety violation at his property or near his property
17 and they wanted me to take a look at it. So I stopped
18 down, took a look and I saw maybe about twelve inches or so
19 of PVC conduit exposed.

20 Q. Okay. Can you tell us when that was or approximately
21 when it was?

22 A. I was out on January 12, 2006.

23 Q. Okay. And did you believe this was an unsafe
24 condition?

25 A. Pardon?

1 Q. After you inspected the property did you believe
2 there was an unsafe condition?

3 A. There was a safety issue.

4 Q. Okay. And can you describe for us what that was?

5 A. It was the exposed conduit and in the general
6 vicinity of where this conduit was, it was about where the
7 power service conduit would have been running. I informed
8 our code director, Mark Earnest, that if there was anymore
9 digging it could become a big issue, especially with a
10 backhoe reaching in there and pulling the side of the bank
11 and stuff out to clear the driveway.

12 Q. Okay. Did you have any meetings with Mr. DeGennaro?

13 A. We had a meeting with Penelec, Mr. DeGennaro, Mr.
14 Peters, Mr. DeGennaro's attorney, Mark Earnest from our
15 codes office, and Penelec representatives on, I believe it
16 was, January 17, 2006.

17 Q. And what was the city's involvement in this meeting?

18 A. They had the discussion on the situation of the poles
19 and placement of the pole at that time.

20 Q. Okay. Was there any discussion about the unsafe
21 condition or the safety issue, as you described it?

22 A. Yes. We discussed that the conduits need to be
23 covered or replaced or moved.

24 Q. Did the city have an issue with the location of
25 Penelec's pole?

1 A. Not that I'm aware of. From what I understood, it
2 was sitting in a City of Altoona right-of-way.

3 Q. Okay. After this January of 2006 meeting did you
4 have any further involvement with the electric service
5 provided to the service location?

6 A. Our code office had been keeping in correspondence
7 with Mr. DeGennaro and from time to time they would let me
8 know what was taking place down there. Our code director,
9 Mark Earnest, had contacted me on April 6th that there was
10 a -- or April 5th that there was a serious safety hazard at
11 that time because of the erosion of the bank and because of
12 the conduits sinking and pulling away from the pole and
13 pulling away from the ninety-degree elbow at the foot of
14 the pole. It had separated and the wires were exposed.

15 And at that time I went down and took
16 another look. And I deemed that it was a safety hazard and
17 I had my secretary issue Mr. DeGennaro a safety violation
18 letter, which was posted on his property.

19 MS. GOOD: Your Honor, I'm handing to the
20 witness what had been marked as Penelec Exhibit 14, which
21 is the last document in your packet. (Document handed to
22 witness.)

23 JUDGE MELILLO: All right. That had been so
24 marked as Penelec Exhibit 14.

25 BY MS. GOOD:

1 Q. Mr. Weyandt, do you have Penelec Exhibit 14 in front
2 of you?

3 A. (Witness perusing document.) Yes, I do.

4 Q. Okay. And can you describe for us this document?

5 A. This is the letter that I had my secretary type up
6 and send to Mr. DeGennaro. And we gave a copy to our codes
7 office and they posted it on his property at that point.

8 Q. And can you describe for us or summarize for us what
9 the letter says?

10 A. We had recently contact -- that Mr. DeGennaro had
11 forty-eight hours to rectify the underground service
12 condition that existed.

13 Q. And in this letter is the City of Altoona requiring
14 that the facilities be relocated?

15 A. We needed the safety issue corrected.

16 Q. Do you have anything further to add to your
17 testimony?

18 A. No, I don't.

19 MS. GOOD: Your Honor, the witness is
20 available for questioning.

21 JUDGE MELILLO: Mr. DeGennaro, do you have
22 any questions?

23 MR. DeGENNARO: I do, Your Honor.

24 JUDGE MELILLO: All right.

25 CROSS EXAMINATION

1 BY MR. DeGENNARO:

2 Q. Mr. Weyandt, are you also aware of the letter that we
3 received on April 14th from Penelec that you advise that
4 they sent, according to the city code enforcement?

5 A. On April 14th?

6 Q. Yes, sir.

7 A. No, I'm not aware of what they sent.

8 Q. Okay. Are you aware of a meeting that was held
9 between myself and Mark Earnest on April 18th at the site?

10 A. No, I wasn't.

11 Q. According to Mark Earnest you were aware of a meeting
12 that was held.

13 A. Not--

14 MS. GOOD: Objection, Your Honor. He's
15 badgering the witness and it's hearsay that he's talking
16 about right now and if he wants to have a chance to provide
17 that under rebuttal testimony, he can.

18 JUDGE MELILLO: Yes, this witness isn't able
19 to answer that question, so please move on.

20 MR. DeGENNARO: No further questions.

21 JUDGE MELILLO: Anything further on
22 redirect?

23 MS. GOOD: No, Your Honor. I would like to
24 move Penelec Exhibit 14 into the record.

25 JUDGE MELILLO: All right. Any objection?

1 MR. DeGENNARO: No.

2 JUDGE MELILLO: That's admitted. Thank you,
3 Mr. Weyandt. You are excused and you are released from
4 your subpoena. Thank you very much.

5 (Witness excused.)

6 (Whereupon, the document marked as
7 Penelec Exhibit No. P-14 was received in
8 evidence.)

9 MS. GOOD: Thank you, Mr. Weyandt.

10 JUDGE MELILLO: Have a safe trip.

11 MR. WEYANDT: Okay. Thank you.

12 JUDGE MELILLO: Lets go off the record a
13 minute.

14 (Off the record discussion.)

15 JUDGE MELILLO: We're back on the record.
16 Okay. Mr. DeGennaro, this is your opportunity for
17 rebuttal. You have heard the testimony today of the
18 utility, you've heard numerous witnesses. This is your
19 opportunity to take the stand again, and to offer rebuttal
20 testimony.

21 MR. DeGENNARO: Your Honor, can I recall a
22 witness?

23 MS. GOOD: Your Honor, he should have had an
24 opportunity to cross examine the witness. He didn't
25 specific anybody, he didn't ask that anybody from Penelec

1 show up here as a witness today. I object to him recalling
2 any witnesses.

3 JUDGE MELILLO: Yeah, you had an opportunity
4 for cross examination. I don't see how your recalling a
5 witness would serve any purpose. Your opportunity to ask
6 questions was during the opportunity of cross examination.
7 You also did have an opportunity to subpoena witnesses, as
8 noted in my prehearing order.

9 MR. DeGENNARO: Um -- yeah, I have some
10 things that I want in.

11 JUDGE MELILLO: All right. Very well.
12 Please take the witness stand and bring with you what
13 documents -- if you want to refer to exhibits, it's a
14 better idea to bring them with you.

15 MR. DeGENNARO: These are exhibits that Your
16 Honor already has.

17 JUDGE MELILLO: That's fine, I mean, if you
18 want to refer to them.

19 MR. DeGENNARO: All right.

20 JUDGE MELILLO: They have already been
21 admitted into the record. Take the witness stand, please.

22 MR. DeGENNARO: (Complying.)

23 Whereupon,

24 JOSEPH DeGENNARO

25 having previously been duly sworn, testified further as

1 follows:

2 FURTHER DIRECT TESTIMONY

3 (Pause.)

4 JUDGE MELILLO: All right. When you're
5 ready, go ahead.

6 THE WITNESS: I want to bring Your Honor's
7 attention to Penelec Exhibit 5, if I could, please.

8 JUDGE MELILLO: All right. (Pause.) Yes, I
9 have it.

10 THE WITNESS: Exhibit 5 shows the tall stake
11 with the reddish-yellow ribbon it. Do you see that, Your
12 Honor?

13 JUDGE MELILLO: I believe so.

14 THE WITNESS: It's the front stake that has
15 the white thing around the bottom of it.

16 JUDGE MELILLO: Yes, I think I do.

17 THE WITNESS: Okay.

18 JUDGE MELILLO: Is that the tall stake?

19 THE WITNESS: That's correct, Your Honor.

20 JUDGE MELILLO: And it is -- I guess I would
21 have to say it's the furthest to the left of any stake in
22 the picture?

23 THE WITNESS: Yes, that's correct.

24 JUDGE MELILLO: All right.

25 THE WITNESS: What I would just like to

1 bring the Court's attention to is that that particular
2 position of that stake is the actual, and very close to the
3 exact position of the first pole placement.

4 There was testimony earlier today that
5 stated that during the first meeting there were no pins or
6 corner markers in place. If that is, in fact, the case,
7 then how is it possible that I was so exact in that first
8 meeting, the only meeting which took place, to mark that
9 exact location of the first pole, where it was dug?

10 I just wanted to bring that to the Court's
11 attention, and how ironic it is in this picture that that
12 is very close -- within probably six to eight inches of the
13 first pole location that was dug when they dug through my
14 sewer line. And it was indicated earlier that, in fact,
15 there was no pin markers in place. And you can see where
16 the pin is located at the corner of my property again, in
17 reference to the pole location. I just wanted to make that
18 note for the record, Your Honor.

19 JUDGE MELILLO: Counsel for the utility, is
20 it in the record when this picture was taken?

21 MS. GOOD: It is. It's in the record when
22 Ms. Schlecht observed this condition at the property. She
23 did not take this picture. This was after the pole was
24 installed in May or June of 2005, that's what she testified
25 to.

1 JUDGE MELILLO: Did she say when the picture
2 was actually taken? I know she didn't take it, but does
3 she know when it was taken?

4 MS. GOOD: Do you know when -- I don't know
5 if she knows when it was taken.

6 MS. SCHLECHT: I believe it was taken in May
7 of 2005.

8 JUDGE MELILLO: All right. You remain under
9 oath, so that is evidence. All right. Go ahead, Mr.
10 DeGeneraro.

11 THE WITNESS: Just one other note, Your
12 Honor. In Penelec Exhibit 7, that you have in front of
13 you.

14 JUDGE MELILLO: Okay.

15 THE WITNESS: Just to reiterate, the reason
16 for the exposed conduit is due strictly and entirely due to
17 the excavation that took place on the adjoining property.
18 The area of the separation at the bottom of the pole is, in
19 fact, not on anyone's property, Your Honor. It is on the
20 city right-of-way, the area in which the separation of the
21 conduit actually is taking place. I just wanted to bring
22 that to your attention as well, Your Honor. That is not
23 our property, that is city property.

24 JUDGE MELILLO: Okay. Do you have any--

25 THE WITNESS: I have nothing further.

1 JUDGE MELILLO: All right. I have some
2 clarification based on the testimony I've heard today about
3 your Complainant Exhibit Number 2. You had stated earlier
4 that you're seeking reimbursement by Penelec of \$2,100,
5 which you said you were required to pay to redo the work.
6 Is that \$2,100 what you paid total for the relocation?

7 THE WITNESS: That is correct, Your Honor,
8 yes.

9 JUDGE MELILLO: All right. And is that
10 inclusive of the amount shown in Penelec Exhibit 4?

11 THE WITNESS: What is Exhibit 4?

12 JUDGE MELILLO: That's the bill for the
13 underground service relocation?

14 THE WITNESS: No, that's excluded, Your
15 Honor.

16 JUDGE MELILLO: All right. So what does
17 this \$2,100 consist of?

18 THE WITNESS: It consists of three -- it
19 consists of the three entities; the excavator to dig the
20 new trench, the electrician to come and run all new
21 conduit, phone, cable and power, and also the materials
22 used, such as the stone that is needed in the trench to
23 cover up the conduit wires. And then of course to dig the
24 hole and then to close it back up as well. That's where
25 those costs were incurred, Your Honor.

1 JUDGE MELILLO: All right. I didn't see any
2 receipts in there. There was one invoice that was attached
3 to your complaint, but you didn't make it an exhibit. That
4 was for \$1,350. But now you have changed the amount.

5 THE WITNESS: Just for the record, Your
6 Honor, I actually faxed two receipts to Ms. Good. Why she
7 failed to bring those today, I don't know.

8 JUDGE MELILLO: I don't know.

9 MS. GOOD: Your Honor, it's not my
10 responsibility to bring Mr. DeGennaro's exhibits to a
11 hearing.

12 JUDGE MELILLO: Well--

13 MS. GOOD: I did receive receipts from Mr.
14 DeGennaro when we were having some settlement discussions.
15 I don't have them in my memory at this time.

16 JUDGE MELILLO: All right. Well, the
17 \$2,100, you said there was an excavation fee. So what
18 piece of the \$2,100 was the excavation fee?

19 THE WITNESS: The excavation fee was \$675,
20 \$680. The electrician fee was \$1,350, Your Honor.

21 JUDGE MELILLO: All right. So the
22 electrician ran the electric conduit, I gather?

23 THE WITNESS: Yes, correct.

24 JUDGE MELILLO: And provided the materials
25 and the labor?

1 THE WITNESS: Yes.

2 JUDGE MELILLO: And so the excavation was
3 just, I guess, the backhoe operator?

4 THE WITNESS: That's correct. And they
5 handle the filling in the stone and then the covering of
6 the trench to close it up.

7 JUDGE MELILLO: And that was \$685?

8 THE WITNESS: Yes. Yes, Your Honor.

9 JUDGE MELILLO: All right. And am I correct
10 that you wanted service to be underground to your property
11 as opposed to an overhead?

12 THE WITNESS: Yes, Your Honor. You know,
13 when we built a beautiful home and we did not, in fact,
14 want to have wires hanging overhead, just due to
15 aesthetics, storms, what have you. And we already had all
16 of everything already set up for underground utilities.
17 And the fact that I had to get right-of-way from the
18 adjoining neighbor, I didn't really want to pursue that
19 avenue. It's just not on good terms.

20 JUDGE MELILLO: All right. Let me take a
21 look here and see what, if any, other questions I have
22 about your exhibits. (Pause.) I guess, just to make sure
23 the record is clear, on Complainant Exhibit 1, in your
24 diagram 2, that shows, I believe, where the pole was placed
25 whenever it hit the sewer line. So then it couldn't be

1 placed there and then it was placed as shown in your
2 diagram 3, is that correct?

3 THE WITNESS: That is correct, Your Honor.

4 JUDGE MELILLO: All right. Now it's not
5 there anymore, it's relocated?

6 THE WITNESS: No. It's where -- in diagram
7 3 it is the current and present location of the pole as it
8 sits today.

9 JUDGE MELILLO: All right. Well then, in
10 paragraph 2 -- I'm sorry, in diagram 2, if it hit the sewer
11 line it couldn't stay there. So what happened? They
12 didn't place the pole, I guess?

13 THE WITNESS: I don't know what happened,
14 Your Honor. I don't know why they -- I don't know why they
15 moved it, where they moved it. All they had to do was come
16 forward a couple inches. The pipe was only four inches
17 around and they only caught the corner of the pipe. They
18 only needed to move forward by four or five inches. It was
19 still within the right-of-way at that point. I don't know
20 why that wasn't done. That would have been the simplest
21 way to do it. And it still would have serviced both
22 properties.

23 JUDGE MELILLO: All right. Well, the pole,
24 though, was never providing service to you in the location
25 that you show in diagram 2?

1 THE WITNESS: That is correct, Your Honor.

2 JUDGE MELILLO: All right.

3 THE WITNESS: I was never able to get
4 service in that location. We had to run to where the pole
5 was located.

6 JUDGE MELILLO: All right. Okay. Do you
7 have anything further, Ms. Good?

8 MS. GOOD: Yes, I do, Your Honor.

9 JUDGE MELILLO: All right. Please proceed.

10 FURTHER CROSS EXAMINATION

11 BY MS. GOOD:

12 Q. Mr. DeGennaro, on Penelec Exhibit 5 that you were
13 referring to--

14 THE WITNESS: Wait. She is allowed to ask
15 me questions?

16 JUDGE MELILLO: Yes, she is.

17 THE WITNESS: But I can't ask her questions?

18 JUDGE MELILLO: No.

19 THE WITNESS: Okay, that's fine.

20 JUDGE MELILLO: This is her opportunity to
21 ask you questions.

22 THE WITNESS: Sure.

23 BY MS. GOOD:

24 Q. Referring to Penelec Exhibit 5 that you testified
25 about, you were pointing out to the Court where the stake

1 was for what would have been the relocated pole location,
2 if it had, in fact, been relocated, is that correct?

3 A. No, it's not.

4 Q. Okay.

5 A. What I stated in -- what my statement says, the stake
6 that is in place is the exact location where the first pole
7 should have gone, is what I stated.

8 Q. Understood. But when it was staked, or when this
9 picture was taken in May or June of 2005 was this stake for
10 a relocated pole, for the pole to be relocated?

11 A. Yes. The adjoining property -- well, if the property
12 owner was willing to pay for it, it would have been put in
13 that spot. Yes, that is correct.

14 Q. Okay. And when you met with Ms. Schlecht regarding
15 the original location of the pole, and as you stated this
16 was almost the exact location, didn't Ms. Schlecht advise
17 you at that time that it should be at the property corners;
18 is that correct?

19 A. It is at the property corner. Look at the picture.
20 It's exactly--

21 Q. So you're saying that Ms. Schlecht did advise you
22 that it needed to be at the property corner?

23 A. Yes, that was part of our conversation.

24 Q. Okay. And at that time you represented to her where
25 the property corner was?

1 A. It was replaced at that time, yes. At the first
2 meeting.

3 Q. Thank you. You talked about -- Her Honor asked you
4 about whether or not you wanted an underground line
5 extension or an overhead, and you said at your request you
6 wanted it to be underground because if you got -- if you
7 went overhead it would require a right-of-way from the
8 adjoining property owner. Is that correct; was that your
9 testimony?

10 A. That's correct.

11 Q. Okay. Was the right-of-way required only because it
12 would have gone across the neighbor's property?

13 A. That is correct.

14 Q. Okay. So if it would have been on your property you
15 wouldn't have had to get right-of-way?

16 A. If it would have been on my property--

17 Q. I'm asking you -- if you could answer the question,
18 I'm asking you about your service line. If your service
19 line had been overhead on your property would you have had
20 to get right-of-way, give Penelec Right-of-way?

21 A. It was never overhead on my property. It doesn't
22 make sense, it was always underground.

23 Q. Let's assume the pole was in place and you were
24 talking about relocating the facilities, okay?

25 A. The pole was in place where?

1 Q. Where it currently is. And you're relocating your
2 facilities. You wouldn't have been required to get any
3 right-of-way for an overhead relocation if it had been on
4 your property, is that correct?

5 A. The question makes no sense. You're basing your
6 question on the present pole placement, which is in a
7 right-of-way. It's not on my property, it's not on
8 anyone's property.

9 Q. I'm asking you to assume that the overhead extension,
10 the relocation, would be on your property. Would Penelec
11 have required you to get right-of-way for that?

12 A. That's--

13 Q. Do you know?

14 A. No.

15 JUDGE MELILLO: Okay. What she's doing is
16 asking you -- I know that's not the way it is now, but she
17 is asking the hypothetical question, if, in fact, you had
18 requested overhead service, if the line had been totally
19 over your property then you would not have gotten right-of-
20 way, correct?

21 THE WITNESS: That is correct.

22 MS. GOOD: Thank you. I have no further
23 questions.

24 REDIRECT TESTIMONY

25 (Pause.)

1 JUDGE MELILLO: All right. I'm sorry. I
2 still now an confused about Penelec Exhibit 5. I thought
3 you testified, Mr. DeGennaro, that where the highest stake
4 is located, that that was at the corner of your property?

5 THE WITNESS: No, Your Honor.

6 JUDGE MELILLO: And now you said that was
7 where the pole was originally located?

8 THE WITNESS: That is the -- that was the
9 proposed pole location. The pin in front -- the shortest
10 one, with the flag, is actually the property corner, Your
11 Honor.

12 JUDGE MELILLO: All right. Well, what does
13 the taller pole with the red flag represent, that's over to
14 the left, that you directed me to?

15 THE WITNESS: That -- the reason I pointed
16 that out to Your Honor was -- if you look at diagram 2 that
17 I presented as evidence, that position where they wanted to
18 relocate the pole was almost the exact position of where
19 that first pole was to be dug in place, where they drilled
20 through the sewer line. The point I'm making, Your Honor,
21 is the pins, in fact, were in place at the first meeting.
22 It just can't be that ironic that that pole placement that
23 they wanted to reset was exactly the same place that the
24 markers were sent back in November of 2004. I just
25 couldn't make it up and been so exact right on. That's the

1 reason I bring that up to Your Honor.

2 JUDGE MELILLO: All right. Anything
3 further, Ms. Good?

4 MS. GOOD: No, Your Honor.

5 JUDGE MELILLO: All right. Thank you very
6 much, Mr. DeGennaro.

7 (Witness excused.)

8 MR. DeGENNARO: Thank you, Your Honor.

9 JUDGE MELILLO: Okay. I guess I still need
10 to have someone from Penelec clarify something about this
11 first location of the pole, because there was testimony
12 that when it was placed it hit a sewer line. So I take it
13 that it couldn't be placed?

14 MS. GOOD: That's correct.

15 JUDGE MELILLO: All right. Then a new
16 location had to be arrived at?

17 MS. GOOD: Correct.

18 JUDGE MELILLO: So I understand that it was
19 placed and it has been moved; it's still at that location?

20 MS. GOOD: That's correct.

21 JUDGE MELILLO: All right. But whenever Mr.
22 Wehr was testifying, he referenced a portion of Penelec's
23 tariff dealing with relocation of pole. And I guess my
24 confusion is that it seems that perhaps this pole was never
25 really set in the first place because they hit a sewer

1 line. So I guess I'm just wondering about that.

2 MS. GOOD: Well, I believe Mr. Wehr was
3 testifying about the relocation of the underground
4 facilities, and that's what the charge was for.

5 JUDGE MELILLO: Oh, okay. I understand.

6 MS. GOOD: Not the pole, just the
7 underground. The pole is still there, it's just a new path
8 for the underground. And that was what the charge was for.
9 And that's what this tariff rule -- that's why we were
10 testifying about that tariff rule.

11 JUDGE MELILLO: All right. So the pole was
12 never placed and it's now placed -- Penelec didn't charge
13 for that, I guess?

14 MS. GOOD: Exactly.

15 JUDGE MELILLO: Okay. That's what I was
16 wondering. Because we got into the pole relocation and I
17 was getting confused.

18 MS. GOOD: Yeah, it was never -- it was only
19 placed one time and that's the current location where it is
20 today. The only thing that was relocated was the actual
21 underground facilities.

22 JUDGE MELILLO: All right. Is there any
23 disagreement, Mr. DeGennaro, to what counsel just stated
24 about -- to try to explain to me the situation, that the
25 pole was not charged for to be placed in a different

1 location, just the underground service?

2 MR. DeGENNARO: No, Your Honor, that's
3 correct.

4 JUDGE MELILLO: All right. Can that be a
5 stipulation so we don't have to worry about putting some
6 witness on to clarify that?

7 MR. DeGENNARO: Sure.

8 JUDGE MELILLO: All right.

9 MS. GOOD: Certainly.

10 JUDGE MELILLO: Good. All right. Is there
11 anything further of an evidentiary nature?

12 MS. GOOD: No, Your Honor.

13 JUDGE MELILLO: All right.

14 MR. DeGENNARO: Um -- I only have one
15 question about the first exhibit, Your Honor.

16 JUDGE MELILLO: Yes?

17 MR. DeGENNARO: Was that ever finalized with
18 you? Not knowing the Court Rules, where does that stand
19 with Exhibit 1?

20 JUDGE MELILLO: You mean your Exhibit 1; her
21 Exhibit 1?

22 MR. DeGENNARO: Yes.

23 JUDGE MELILLO: All right.

24 MR. DeGENNARO: I mean, what's entered, what
25 isn't entered?

1 JUDGE MELILLO: It would be helpful to try
2 to explain. My concern is the effective rule, 52 Pa Code
3 Section 5.350 with respect to an admission, says that -- it
4 talks about how they are conclusively established. The
5 problem is that there is testimony on the record, and there
6 may have been other testimony other than what I pointed
7 out, which may have been in conflict. And that presents
8 difficulty because I want to consider the entire record,
9 and that's why I placed the caveat. But that's not to say
10 I won't consider that as an admission along with everything
11 else.

12 So it would be, in effect, like you
13 testifying to this, but then there is other testimony. I
14 mean, witnesses can testify and they can testify again, in
15 effect. And other witnesses can place a different
16 interpretation or have a different set of facts. And so--

17 MR. DeGENNARO: I guess.

18 JUDGE MELILLO: I don't think it's going to
19 be a real -- well, we'll have to wait and see.

20 MR. DeGENNARO: I guess what I'm--

21 JUDGE MELILLO: But in any event, that's why
22 I had placed an explanation upon that, so that I could
23 consider the record.

24 MR. DeGENNARO: I mean, for future
25 reference, I guess what I'm confused about, Your Honor, is

1 these statements, one through six, were never spoken by
2 myself or by my wife.

3 JUDGE MELILLO: Yeah.

4 MR. DeGENNARO: So how can they, in fact, be
5 admissions on us because we failed to answer questions. I
6 don't feel that's an admission. I never made these
7 statements to Ms. Good or any representative from Penelec.
8 And that's -- I just -- so I know, you know, I never spoke
9 those words. This is not my comments. I never made these
10 comments to anyone. Because I didn't answer a question, it
11 doesn't assume -- I know it, so that's all.

12 JUDGE MELILLO: All right. Well, see then
13 we come down the ladder of credibility, because in effect
14 what we have is we have admissions, it's as if you had
15 stated things, these statements. And now you're saying
16 they're not true, so that comes down to an issue of
17 credibility. That's why I have to be able to consider
18 everything. Because then I can consider credibility. I
19 can consider if Penelec's witnesses might have said
20 something which, you know, could change something here.

21 I mean, I don't know. I have to look.
22 There were seven witnesses that have been presented. There
23 were a number of exhibits. I have to take a look at
24 everything. That's why I have time to do that.

25 All right. Now, I would like the parties to

1 do briefs in this case. It's a rather complicated factual
2 situation, it involves tariff interpretation, safety
3 issues, who said what, when, where, how, et cetera. So,
4 you know, it's going to be important to set forth in a
5 brief your statement of the facts, and then -- I know
6 you're not an attorney, Mr. DeGennaro, but you want to try,
7 as best you can, take those facts and apply them to the law
8 as you understand it. You're acting as your own attorney
9 and you can do that, you legally can do that. And Ms. Good
10 will do the same; she is an attorney. She is representing
11 Penelec, Penelec is a corporation, so they have to be
12 represented by an attorney.

13 All right. Now, the transcript will come
14 back within twenty-one days. It's my custom to, at the
15 time I receive the transcript, to issue an order setting
16 forth the briefing schedule. Normally I allow fourteen
17 days from the receipt of the transcript for main briefs and
18 ten days for reply briefs. Do the parties think that's
19 going to be sufficient in this case?

20 MS. GOOD: Certainly, Your Honor. Did you
21 want us to do simultaneous main briefs?

22 JUDGE MELILLO: Yes, I would want that. You
23 would have the opportunity for a reply brief. You would
24 have fourteen days for a main brief and ten days for a
25 reply brief. This case is under the old rules. I'm not

1 sure if the briefing has changed slightly under the new
2 rules, but in any event, we're still under the old rules
3 with this case. And I do know that we can have this type
4 of briefing.

5 There are specific rules with respect to
6 main briefs and reply briefs. And I will set them forth or
7 I will refer to them in my order establishing briefing
8 schedules. I generally require that briefs be provided to
9 me in Word 2003, if possible. I also would like an e-
10 version, if possible. If the parties don't have the
11 ability to do that, then hopefully you can do a disc or a
12 CD and provide that to me. I do require to hard copies. I
13 will consider the briefing received by me via e-mail as
14 being timely received. Our Secretary's Bureau has its own
15 rules and you will have to file with the Secretary's
16 Bureau.

17 MS. GOOD: And Your Honor, the time for the
18 e-mail, the time of receipt, is that 4:00 or 4:30?

19 JUDGE MELILLO: It has to be 4:30 because
20 our official hours are 8:00 to 4:30.

21 MS. GOOD: All right. Thank you.

22 JUDGE MELILLO: All right. If the party
23 cites to an unreported decision, of course, I want a copy
24 of that appended to your brief. But I'll set a lot of this
25 forth in the order. So you can take notes, but it will be

1 in the order. All right. Any questions?

2 (No response.)

3 JUDGE MELILLO: And the parties may want to
4 get with the court reporter if they want a copy of this.
5 All right. Thank you.

6 MS. GOOD: Thank you, Your Honor.

7 MR. DeGENNARO: Thank you.

8 JUDGE MELILLO: Thank you very much.

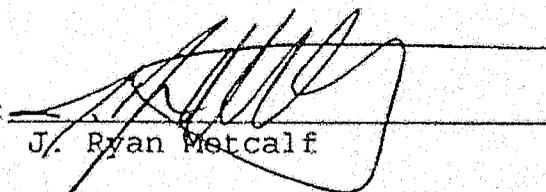
9 (Whereupon, at 2:33 p.m., the hearing was
10 concluded.)

11 ***

12 C E R T I F I C A T E

13 I hereby certify, as the stenographic
14 reporter, that the foregoing proceedings were taken
15 stenographically by me, and thereafter reduced to
16 typewriting by me or under my direction; and that this
17 transcript is a true and accurate record to the best of my
18 ability.

19
20 COMMONWEALTH REPORTING COMPANY, INC.

21
22 By: 
23 J. Ryan Metcalf

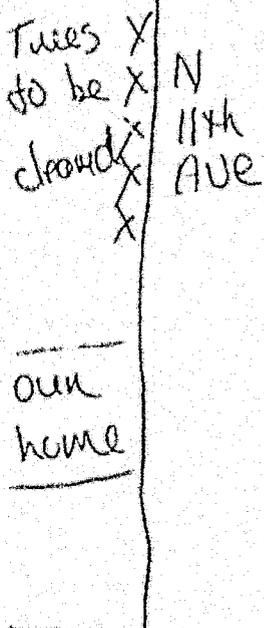
24 ***

25
SECRETARY'S BUREAU
PA PJC

2006 OCT -3 PM 12:47

FORM 2

(I/s #1) Pole & Power location
N 20th St



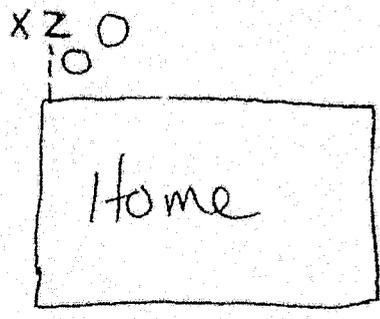
Power to be brought up along N. 11th Avenue to service 2 homes. This ground was virgin and undeveloped. We paid to bring up the power approx \$1,000.00 (tree removal & Penlec Fee)
Note: Our home was the first built

(I/s #2)

X = property corner
O = sewer line ext
Z = Penlec Pole marker
--- = underground utilities

N 11th Ave

DOCUMENT FOLDER



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OCT 05 2006

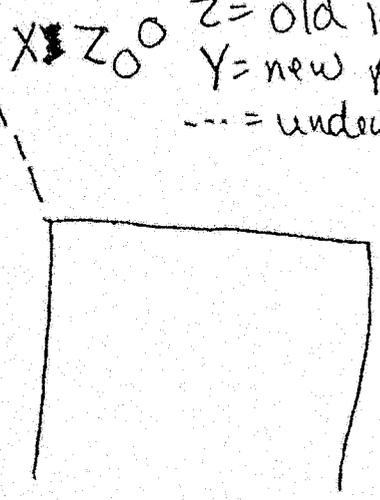
SECRETARY'S BUREAU

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(I/s #3)

X = prop. corner
O = sewer line ext
Z = old Pole placement
Y = new pole placement
--- = underground utilities

~~City Property~~ X



8/30/06
Complainant's Exhibit No. 1
C-20060655
Harrisburg, PA

PUC Complaint Board
Account #: 100057580126
Case # - 2025416

RECEIVED

OCT 03 2005

Joseph and Lisa DeGennaro
1999 North 11th Avenue
Altoona, Pa. 16601

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

To Whom It May Concern.

I am writing on behalf of my wife and myself. It is with distress and futility I call upon your organization for help! Where do I begin? Let me start off by saying it has been our dream to build a new home and enjoy all the amenities of our hard work. We have invested over \$200,000.00 in our new home project that his complaint is pertaining to.

Lets get started. I met with Elaine the Field Engineer for Penelec to discuss power and how to get it to our new home. She told me all that needed done, such as clearing trees to bring up the line from North 20th Street to our home location. (See illustration # 1) When this was completed on or about October of 2004 I again called her to inspect this work and to determine the placement of the utility pole for our property. We met at the home site to determine where the pole was to be placed so as to serve two home sites. All property stakes and pins where in place at the site and pole placement was determined based on this information. Elaine placed the stakes for the pole markings in the ground as I witnessed this done. (See illustration #2). I was told at this point that we would be sent a bill for new installation that was to be paid up front before work would be completed. After waiting 30 days I called Penelec to find out that the wrong address was placed in the system by someone and they had no order regarding our new service. After several weeks of phone calls and much time spent, it was corrected and a bill was faxed which was paid and work was to be scheduled. On or about December 20, 2004 I received a phone call from Penelec there was a problem. They had drilled through my new sewer line extension! Penelec stated they had an all clear through the PA One Call and the city of Altoona had not responded, so they dug anyway! This is where things got very bad for my wife and myself. Elaine, the Field Engineer for Penelec which set up this site was on vacation until January 4, 2005. The Penelec crew had no one to advise them what to do. According to Elaine's statement, we met a second time at the site to determine new pole placement and there was snow on the ground. This is a lie. First off, it did not snow that winter in our area until January 11, 2005. I am positive of this because we moved in January 10, 2005 and for the previous 3 1/2 months we drove 45 minutes one way from Huntington, Pa. daily without any snow at all until January 10. Elaine cannot come up with a date of the second meeting because it never took place.

Penelec decided that since they drilled through the sewer line that the pole needed to be moved. (See illustration #3) Penelec decided where to place the new pole, not me. As you can see from the illustration that my underground utilities now cross over adjoining property owner's land. I never met with Elaine a second time, she was not around during this, she was on vacation until January 4, 2005. I received power to the property on December 28, 2004.

When excavation started at adjoining property in 2005 they exposed by underground conduit for power, phone, and cable. The city of Altoona Codes and Inspections Department deemed the exposed conduit a safety and health code violation. I am being forced to move all of my underground utilities to comply. My wife and I spent approximately \$2,300.00 for all utility work to be completed and inspected the first time. The cost to redo all of this work will be ~~\$1,750.00~~ \$2,100.00, money we do not have! We are not responsible for the placement of the pole which in fact is the cause of all of these problems I have stated above.

\$2,100.00

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8/30/06
Complainant's
Exhibit No. 2
C-20066655
Harrisburg, PA

We also feel that Penelec should pay for these utilities to be moved to comply with the city code and also to be on our property as they would have been in (illustration #2) if Penelec would have just moved the pole forward or backward in the same line as the original markings stated.

We thank you for your time and consideration in this matter and hope for a favorable outcome so that we may enjoy our new home once and for all.

Many Thanks

Penelec Exhibit 1
C-20066055
8-30-06 8:20 a.m.
Harrisburg
2006 OCT -3 PM 12:47
PA PUBLIC
SECRETARY'S BUREAU

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOSEPH & LISA DEGENNARO :
 :
 v. : Docket No. C-20066055
 :
 PENNSYLVANIA ELECTRIC COMPANY: :
 :

AFFIDAVIT OF BRIDGID M. GOOD, ESQUIRE

Bridgid M. Good, Esquire, being duly sworn according to law, deposes and says the following:

1. My name is Bridgid M. Good, Esquire and my business address is 1150 Berkshire Boulevard, Suite 210, Wyomissing, PA.

2. I am currently employed by Ryan, Russell, Ogden & Seltzer LLP and I am counsel for Pennsylvania Electric Company ("Penelec") in the above-referenced matter.

3. On June 13, 2006, on behalf of Penelec, I issued Requests for Admissions to Joseph and Lisa DeGennaro ("Complainants") in accordance with 52 Pa. Code § 5.350. A copy of said Requests for Admissions are attached hereto as "Exhibit A".

4. The Complainants did not provide any response to the Requests for Admissions attached hereto as Exhibit A.

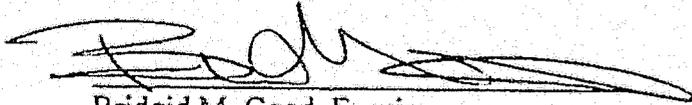
5. In accordance with 52 Pa. Code § 5.350 (b), each Request for Admission shall be deemed admitted if not responded to within twenty (20) days.

I am authorized to submit this Affidavit for and on behalf of Pennsylvania Electric Company and represent that the facts set forth herein are true and correct to the

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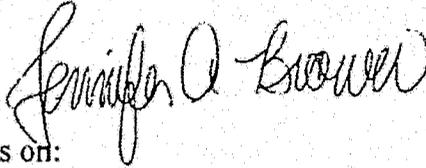
best of my knowledge, information and belief. I understand that any false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.



Bridgid M. Good, Esquire

Sworn to and subscribed before me this 28th day of August, 2006

Notary Public



My Commission expires on:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JENNIFER A. BROWER, NOTARY PUBLIC
WYOMISSING BOROUGH, BERKS COUNTY
MY COMMISSION EXPIRES MAY 13, 2008

REQUESTS FOR ADMISSIONS

1. Complainants, Joseph and/or Lisa DeGennaro (the "DeGennaros") and/or their duly authorized representative(s) determined the location of the DeGennaros' underground electric service facilities when installed in December 2004 ("Original Location").
2. The DeGennaros knew that the Original Location of the underground electric service facilities trespassed on the adjoining property to the service location of 1909 N. 11th Avenue, Altoona, PA ("Service Location").
3. The DeGennaros advised Penelec representative(s) of the boundaries of the Service Location in November 2004.
4. The DeGennaros advised Penelec representative(s) of the boundaries of the Service Location in December 2004.
5. Without advising Penelec or its representatives, the DeGennaros moved the property stake showing the boundaries of the Service Location when Penelec was siting its electric service pole at the Service Location in December 2004.
6. The DeGennaros refused to relocate their underground electric service facilities when notified by the adjoining property owner sometime during May/June 2005 that the underground electric service facilities installed at the Original Location were trespassing on the property adjoining the Service Location.
6. After being notified by the City of Altoona by letter dated January 6, 2006 that the underground electric facilities installed at the Original Location were in an unsafe condition, the DeGennaros waited over ninety (90) days to correct said condition.

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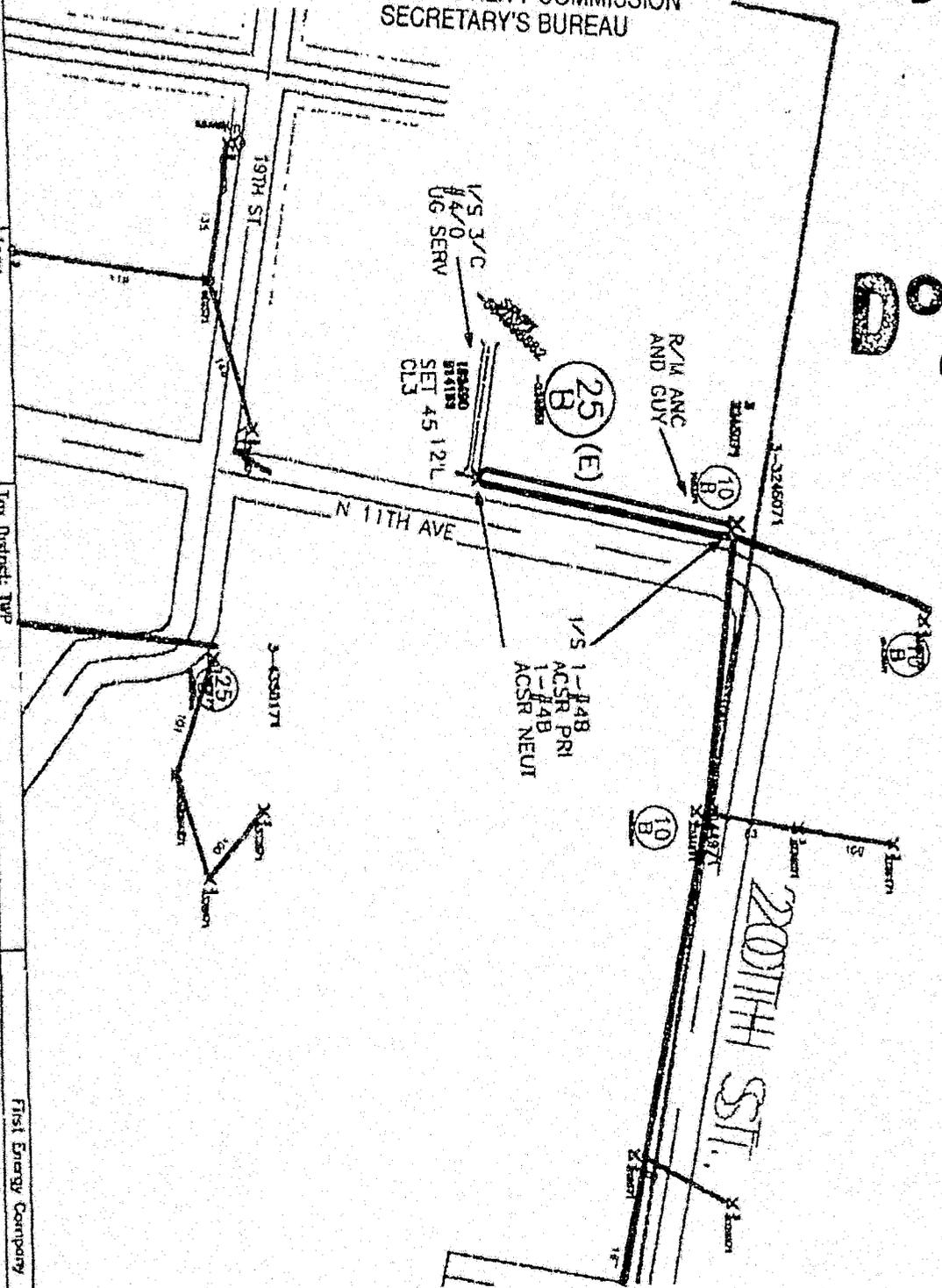
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PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU



DRW: schlechte	Appr Date:	Appr Date:	Keyw:	Tox Disturb: TYP	Region: Pennsylvania - Western
Date: 12/06/2004				Torcode:	Customer: DUDENHARD, JOSEPH W
Work Request:	Work Order: 511624768 / 5777209		Estimate No:	Construction Completion Date:	Address: 1909 N. 11TH AVE
SUBSTATION:	CIRCUIT:		Foreman's Signature:	ALTRONA	ALTRONA
Upstream Device:	Sheet: 1 of 1		Foreman's Signature:	Date: / /	Phone:
Proposer:			Checked By:	Date: / /	First Energy Company

Bill To:

PENELEC EXHIBIT 3

JOSEPH W DEGENNARO

C-20066055

1909 NORTH 11TH AVE

8-30-06 J.R.M.

ALTOONA PA 16601

Harrisburg

Invoice No. 90070903

Pre-payment request

Total Due and Payable Upon Receipt

The cost for providing this service is valid for a period not to exceed 90 days from 11/16/2004

General Description			
If you have any questions contact Eileen Schlecht. 814-949-4006.			
Item	Description	Qty	Total
1	Services - NT UNDERGROUND SERVICE TO NEW RESIDENCE		374.00
Subtotal			374.00
Total Amount Due			374.00
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General Information			
	Written correspondence may be mailed to:		Questions regarding this
	Business Services Penelec 311 Industrial Park Road Johnstown PA 15904-9924		invoice may be directed to Accounts Receivable: 1-814-269-6734



Return this part with a check or money order payable to:

PENELEC

Write name, phone, or address changes on back and check here.

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90070903			120001288287

Amount Paid	
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Please Pay	374.00
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Due By	Upon Receipt
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JOSEPH W DEGENNARO
1909 NORTH 11TH AVE
ALTOONA PA 16601

PENELEC
PO BOX 3687
AKRON OH 44309-3687

PENELEC EXHIBIT 4
C-20066055
8-30-06 8-R.M.
Harrisburg

Bill To:
JOSEPH J DEGENNARO
1909 NORTH 11TH AVE
ALTOONA PA 16601

Invoice No. 90135141
Pre-payment request

Total Due and Payable Upon Receipt

The cost for providing this service is valid for a period not to exceed 90 days from 04/18/2006

General Description			
Item	Description	Qty	Total
1	Services - NT RELOCATE UNDERGROUND SERVICE		362.00
Subtotal			362.00
Total Amount Due			362.00
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General Information			
	Written correspondence may be mailed to:		Questions regarding this invoice may be directed to
	Business Services Penelec 311 Industrial Park Road Johnstown PA 15904-9924		Accounts Receivable: 1-814-269-6734



Return this part with a check or money order payable to:

PENELEC

Write name, phone, or address changes on back and check here.

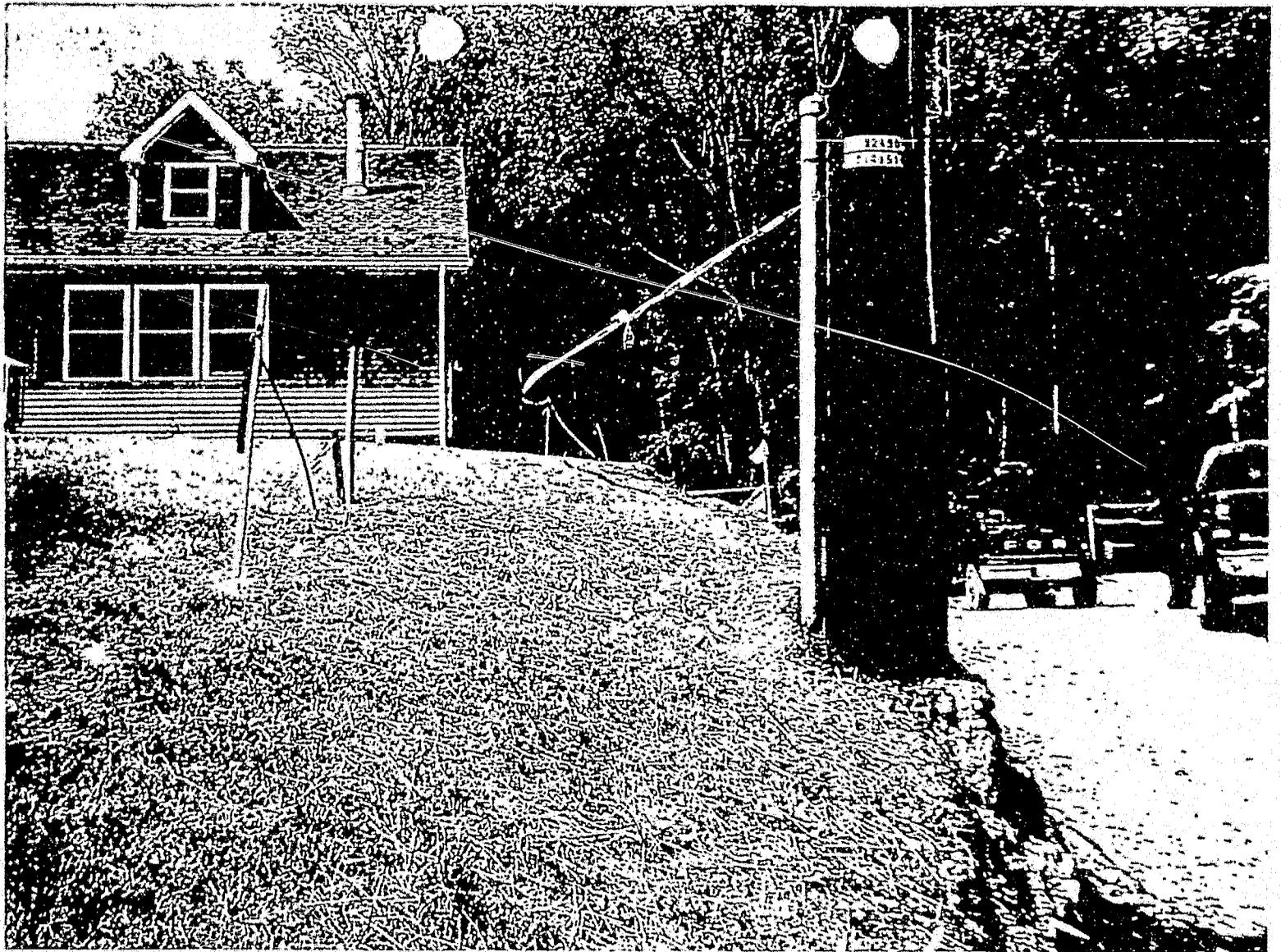
Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90135141			120001288287

Amount Paid	
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Please Pay	362.00
Due By	Upon Receipt

JOSEPH J DEGENNARO
1909 NORTH 11TH AVE
ALTOONA PA 16601

PENELEC
PO BOX 3687
AKRON OH 44309-3687



PENELEC EXHIBIT 5
C-20066055
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PA PUBLIC UTILITY COMMISSION
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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CITY OF ALTOONA
PENNSYLVANIA

PERMIT NO. 10372

DATE 10/19/05

DEPARTMENT OF PUBLIC IMPROVEMENTS

PERMISSION IS HEREBY GIVEN TO: PENELEC

TO: INSTALL POLE NO. ~~182505B14174~~ 182490B14191

PENELEC NO. (IF REQUIRED) _____

OWNER: PENELEC

LOCATION: NORTH 11TH AVENUE AND NORTH 20TH STREET

UNDER AND SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE ORDINANCES
OF THE CITY OF ALTOONA, RELATING THERETO, AND IN ACCORDANCE WITH ALL RULES
AND REGULATIONS OF THE BUREAU OF ELECTRICITY.

GOOD ONLY UNTIL N/A

THIS PERMIT IS NOT VALID UNTIL TWO DOLLARS \$ 2.00

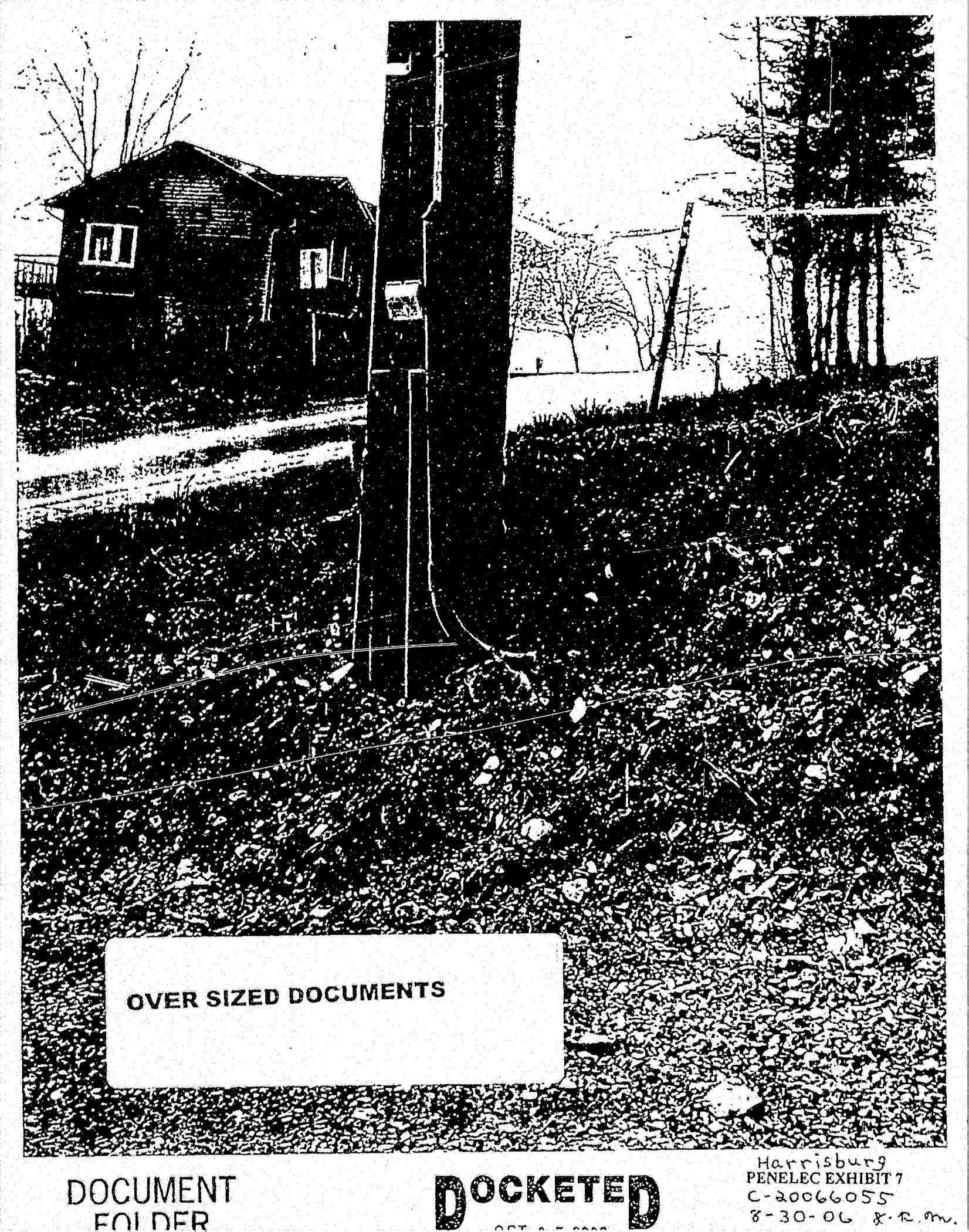
HAS BEEN PAID TO THE CITY OF ALTOONA.

ACCOUNT NO. 1032125-032 (ELECTRICAL RESET INSPECTIONS)

PERMIT CLERK: LLZ

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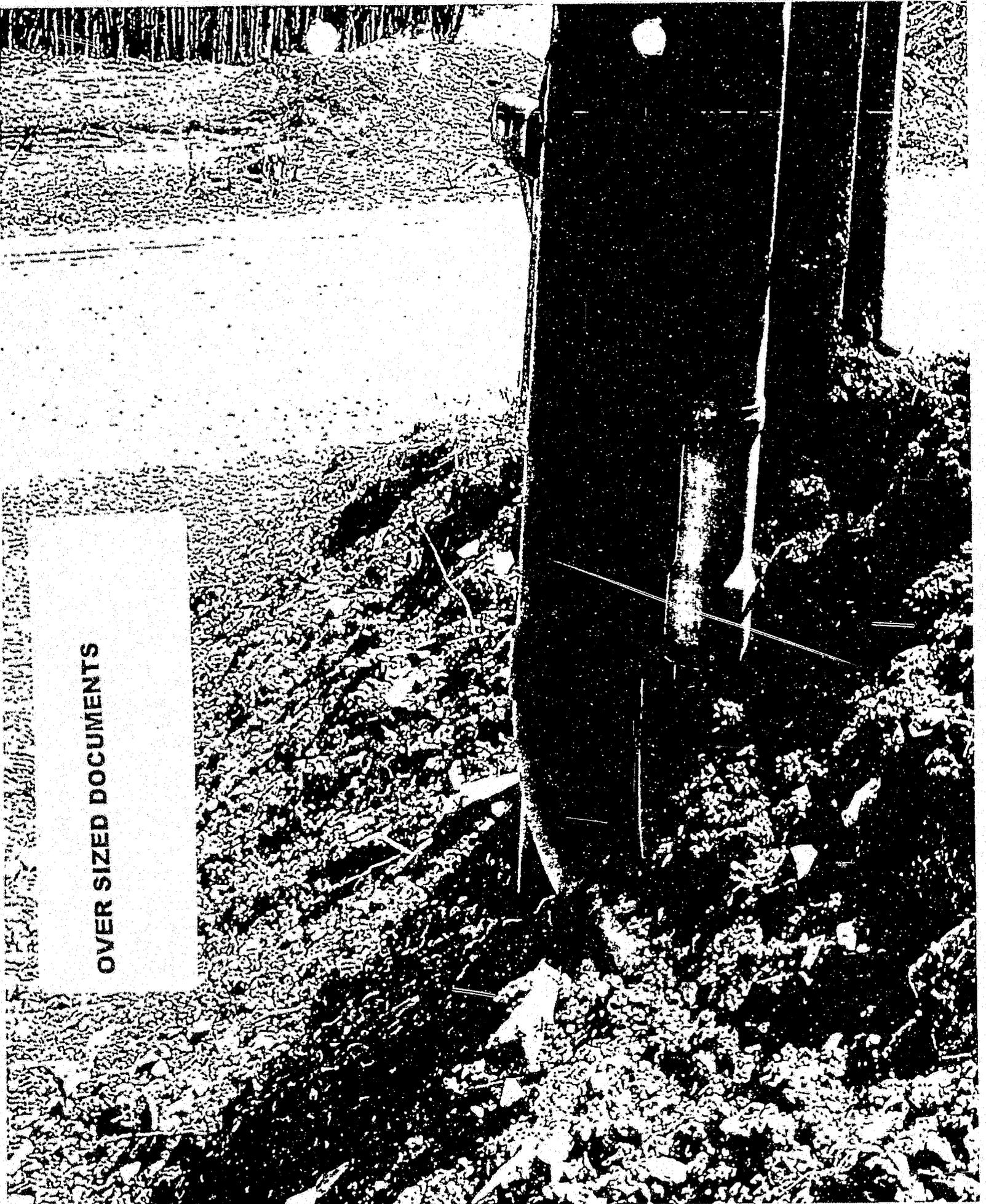


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C-20066055
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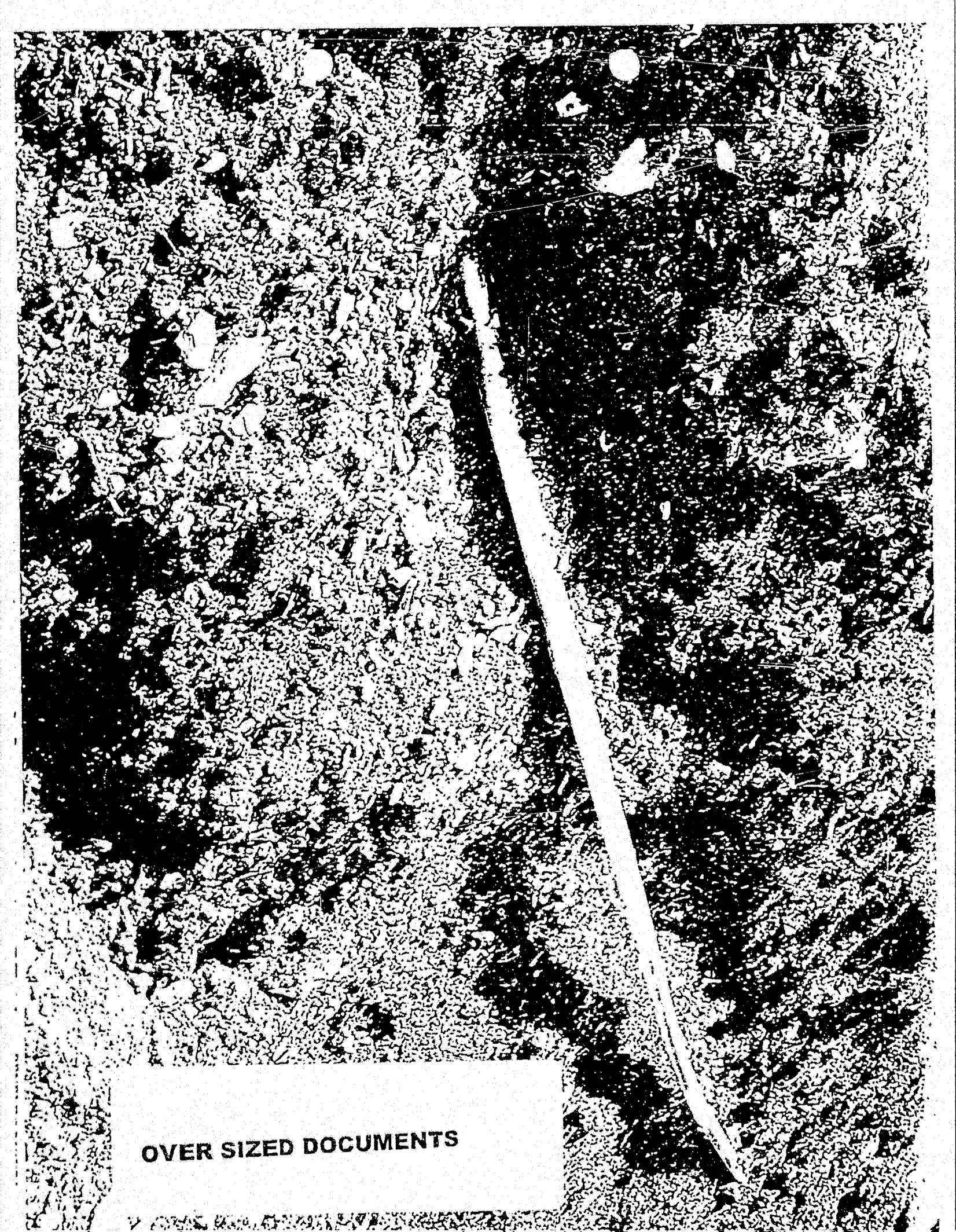
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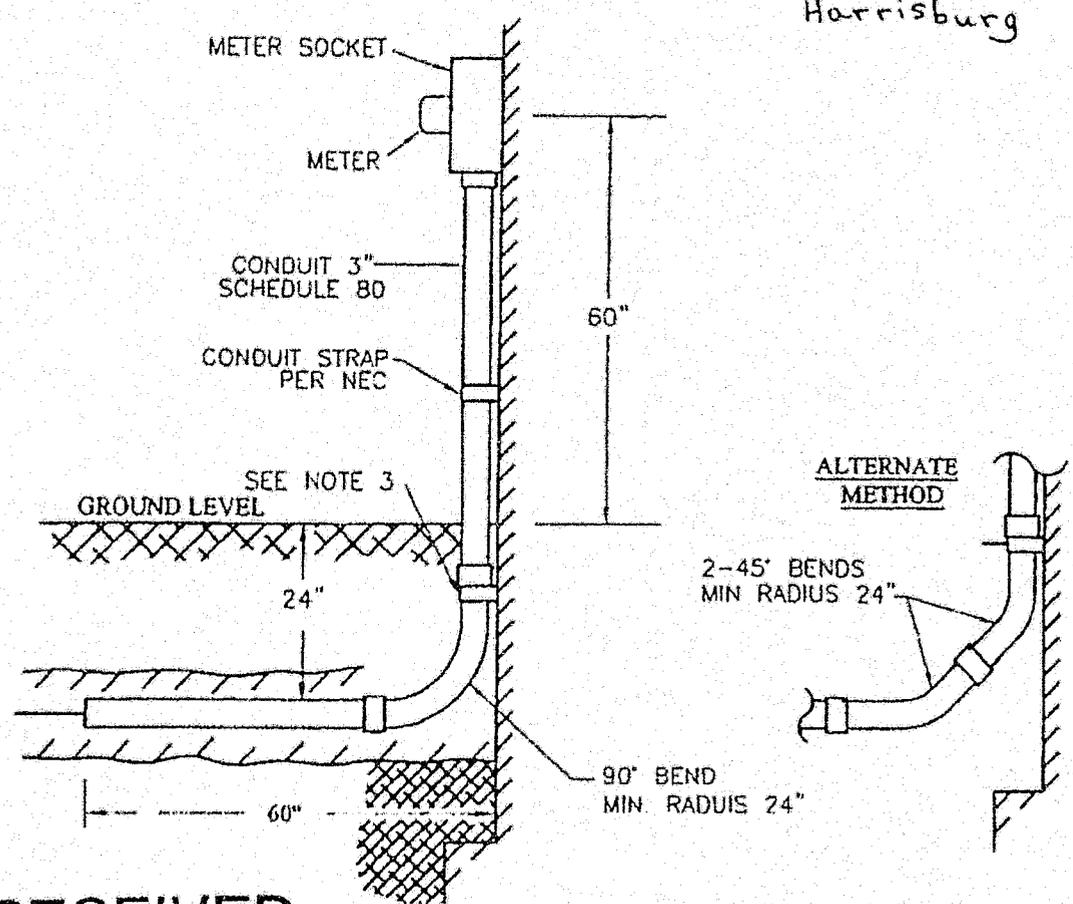
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PENELEC EXHIBIT 11
C-2006055
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Harrisburg



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OCT 03 2005

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OCT 05 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

NOTES:

- 1. METER SOCKET MAY BE CONNECTED TO AN EXTERNAL GROUND ROD IF REQUIRED BY LOCAL INSPECTION AUTHORITY
- 2. CUSTOMER TO SUPPLY AND INSTALL SERVICE LATERAL METER RISER CONDUIT AS SHOWN ABOVE. (BOND ALL JOINTS)
- 3. CONDUIT STRAP—LOCATE HEAVY GAUGE 2 HOLE GALVANIZED STRAP JUST BELOW BEND COUPLING. ANCHOR SECURELY INTO MASONRY USING 3/8" MIN. DIAMETER FASTENERS.

THIS EXHIBIT APPLICABLE FOR
JERSEY CENTRAL POWER & LIGHT
MET-ED
PENELEC

SINGLE PHASE UNDERGROUND SERVICE
LATERAL INSTALLATION
(LESS THAN 400 AMP)

FirstEnergy.	
Service Guide	REV
EXHIBIT 5B	DATE 8/02

PENELEC EXHIBIT 12
c-20066055
8-30-06 J.R.m.
Harrisburg

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OCT 03 2005

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

April 14, 2006

Joseph and Lisa DeGennaro
1909-15 N. 11th Ave.
Altoona, PA 16601

Re: Account 100057580126

Dear Mr. DeGennaro:

This is to advise you that an unsafe electrical condition exists with your underground electric service. Specifically, exposed underground electric service conduit.

It is our understanding that the Altoona City Code Enforcement Officer has previously informed you of this hazardous condition existing at your premises. After examination of the underground conduit by Penelec personnel we concur that the service is found to be in violation of the National Electric Code Article 300 regarding minimum cover requirements for electrical conduit.

In order to correct the unsafe condition, you are required to cover the conduit a minimum of 24 inches above the conduit as stated in Table 300.5 of the National Electric Code. A copy is enclosed for your review.

As a property owner you are obligated to maintain your equipment in a safe and proper condition.

Penelec is notifying you that we will disconnect your electric service on or after Tuesday, April 18, 2006 at 8:00AM without further notice should the unsafe condition not be corrected.

Kindly notify us when the unsafe condition has been corrected to avoid service termination by calling our customer service number at 1-800-545-7741.

Sincerely,

Penelec A FirstEnergy Company

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OCT 05 2006

Where this distance cannot be maintained, the cable or raceway shall be protected from penetration by nails or screws by a steel plate, sleeve, or equivalent at least 1.6 mm ($\frac{1}{16}$ in.) thick.

Exception No. 1. Steel plates, sleeves, or the equivalent shall not be required to protect rigid metal conduit, intermediate metal conduit, rigid nonmetallic conduit, or electrical metallic tubing.

Exception No. 2. For concealed work in finished buildings, or finished panels for prefabricated buildings where such supporting is impracticable, it shall be permissible to fish the cables between access points.

(E) Cables and Raceways Installed in Shallow Grooves. Cable- or raceway-type wiring methods installed in a groove, to be covered by wallboard, siding, paneling, carpeting, or similar finish, shall be protected by 1.6 mm ($\frac{1}{16}$ in.) thick steel plate, sleeve, or equivalent or by not less than 32 mm ($1\frac{1}{4}$ in.) free space for the full length of the groove in which the cable or raceway is installed.

Exception. Steel plates, sleeves, or the equivalent shall not be required to protect rigid metal conduit, intermediate metal conduit, rigid nonmetallic conduit, or electrical metallic tubing.

(F) Insulated Fittings. Where raceways containing ungrounded conductors 4 AWG or larger enter a cabinet, box enclosure, or raceway, the conductors shall be protected by a substantial fitting providing a smoothly rounded insulating surface, unless the conductors are separated from the fitting or raceway by substantial insulating material that is securely fastened in place.

Exception. Where threaded hubs or bosses that are an integral part of a cabinet, box enclosure, or raceway provide a smoothly rounded or flared entry for conductors.

Conduit bushings constructed wholly of insulating material shall not be used to secure a fitting or raceway. The insulating fitting or insulating material shall have a temperature rating not less than the insulation temperature rating of the installed conductors.

300.5 Underground Installations.

(A) Minimum Cover Requirements. Direct-buried cable or conduit or other raceways shall be installed to meet the minimum cover requirements of Table 300.5.

(B) Grounding. All underground installations shall be grounded and bonded in accordance with Article 250.

(C) Underground Cables Under Buildings. Underground cable installed under a building shall be in a raceway that is extended beyond the outside walls of the building.

(D) Protection from Damage. Direct-buried conductors and cables shall be protected from damage in accordance with (1) through (5).

(1) Emerging from Grade. Direct-buried conductors and enclosures emerging from grade shall be protected by enclosures or raceways extending from the minimum cover distance required by 300.5(A) below grade to a point at least 2.5 m (8 ft) above finished grade. In no case shall the protection be required to exceed 450 mm (18 in.) below finished grade.

(2) Conductors Entering Buildings. Conductors entering a building shall be protected to the point of entrance.

(3) Service Conductors. Underground service conductors that are not encased in concrete and that are buried 450 mm (18 in.) or more below grade shall have their location identified by a warning ribbon that is placed in the trench at least 300 mm (12 in.) above the underground installation.

(4) Enclosure or Raceway Damage. Where the enclosure or raceway is subject to physical damage, the conductors shall be installed in rigid metal conduit, intermediate metal conduit, Schedule 80 rigid nonmetallic conduit, or equivalent.

(5) Listing. Cables and insulated conductors installed in enclosures or raceways in underground installations shall be listed for use in wet locations.

(E) Splices and Taps. Direct-buried conductors or cables shall be permitted to be spliced or tapped without the use of splice boxes. The splices or taps shall be made in accordance with 110.14(B).

(F) Backfill. Backfill that contains large rocks, paving materials, cinders, large or sharply angular substances, or corrosive material shall not be placed in an excavation where materials may damage raceways, cables, or other structures or prevent adequate compaction of fill or contribute to corrosion of raceways, cables, or other structures.

Where necessary to prevent physical damage to the raceway or cable, protection shall be provided in the form of granular or selected material, suitable running boards, suitable sleeves, or other approved means.

(G) Raceway Seals. Conduits or raceways through which moisture may contact energized live parts shall be sealed or plugged at either or both ends.

FPN. Presence of hazardous gases or vapors may also necessitate sealing of underground conduits or raceways entering buildings.

(H) Bushing. A bushing, or terminal fitting, with an integral bushed opening shall be used at the end of a conduit or other raceway that terminates underground where the con-

Table 300.5 Minimum Cover Requirements, 0 to 600 Volts, Nominal, Burial in Millimeters (Inches)

Location of Wiring Method or Circuit	Type of Wiring Method or Circuit									
	Column 1 Direct Burial Cables or Conductors		Column 2 Rigid Metal Conduit or Intermediate Metal Conduit		Column 3 Nonmetallic Raceways Listed for Direct Burial Without Concrete Encasement or Other Approved Raceways		Column 4 Residential Branch Circuits Rated 120 Volts or Less with GFCI Protection and Maximum Overcurrent Protection of 20 Amperes		Column 5 Circuits for Control of Irrigation and Landscape Lighting Limited to Not More Than 30 Volts and Installed with Type UF or in Other Identified Cable or Raceway	
	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.
All locations not specified below	600	24	150	6	450	18	300	12	150	6
In trench below 50-mm (2-in.) thick concrete or equivalent	450	18	150	6	300	12	150	6	150	6
Under a building	0 (in raceway only)	0	0	0	0	0	0	0 (in raceway only)	0	0 (in raceway only)
Under minimum of 102-mm (4-in.) thick concrete exterior slab with no vehicular traffic and the slab extending not less than 152 mm (6 in.) beyond the underground installation	450	18	100	4	100	4	150 (direct burial) 100 (in raceway)	6 4	150	6
Under streets, highways, roads, alleys, driveways, and parking lots	600	24	600	24	600	24	600	24	600	24
One- and two-family dwelling driveways and outdoor parking areas, and used only for dwelling-related purposes	450	18	450	18	450	18	300	12	450	18
In or under airport runways, including adjacent areas where trespassing prohibited	450	18	450	18	450	18	450	18	450	18

Notes:

- Cover is defined as the shortest distance in millimeters (inches) measured between a point on the top surface of any direct-buried conductor, cable, conduit, or other raceway and the top surface of finished grade, concrete, or similar cover.
- Raceways approved for burial only where concrete encased shall require concrete envelope not less than 50 mm (2 in.) thick.
- Lesser depths shall be permitted where cables and conductors are for terminations or splices or where access is otherwise required.

4. Where one of the wiring method types listed in Columns 1-3 is used for one of the circuit types in Columns 4 and 5, the shallower depth of burial shall be permitted.

5. Where solid rock prevents compliance with the cover depths specified in this table, the wiring shall be installed in metal or nonmetallic raceway permitted for direct burial. The raceways shall be covered by a minimum of 50 mm (2 in.) of concrete extending down to rock.

GENERAL RULES AND REGULATIONS

Rule 5 - Deposits (continued)

exclusive judgment, until the Customer discontinues service or the Company determines that the Customer has established a satisfactory payment record. Upon discontinuance of all Company service and payment in full of all charges and financial guarantees, the Company shall refund the deposit or deduct any unpaid amounts from the deposit and refund the difference, if any, to the Customer. The deposit shall no longer accrue interest upon the discontinuance of service.

Deposits from Residential Customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The interest rate shall become effective on January 1 of each year. All other Customer deposits shall bear simple interest at the rate of six percent per annum, payable annually.

6. Right-of-Way

An Applicant (and/or any existing Customer seeking additional service) requesting service from the Company shall grant to the Company, without charge, a right-of-way for all Company facilities over, through, across and/or along the property owned or controlled by the Applicant / Customer in order to provide electric service to the Applicant / Customer, unless a valid and continuing right-of-way has already been granted to the Company by such Applicant / Customer or any predecessor.

The Company shall not be obligated to provide any electric service to an Applicant / Customer until the Company has received and/or obtained satisfactory rights-of-way and/or permits from, but not limited to, the Applicant / Customer, applicable Government agencies, railroad owners or other property owners. Any right-of-way or permit fees, either initial or recurring, or other charges in connection with rights-of-way for providing service to an Applicant / Customer, shall be paid for by the Applicant / Customer.

7. Extension of Company Facilities: System Upgrades

The standard service provided by the Company for delivery of electric energy to a Customer under this Tariff, whether Delivery Service or Full Service, regardless of delivery voltage, shall be from overhead Distribution Lines, except as noted in any Rate Schedule. Subject to

(C)

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GENERAL RULES AND REGULATIONS

Rule 7 -Extension of Company Facilities: System Upgrades

the requirements of this Tariff, the Company shall extend its 34,500 volt or less Distribution Lines to Applicants. Any request for electric service that requires the extension, removal, relocation or change of the Company's existing Distribution Lines shall be provided as set forth in this Rule 7. Applicants requesting a Line Extension shall, at the Company's discretion, execute the Company's standard Line Extension contract. Any Customer served by a Line Extension completed before the effective date of this Rule 7 shall be subject to the terms and conditions of its existing Line Extension contract and the Company's then-applicable Line Extension tariff, rules and regulations.

a. Line Extensions

(1) Definitions

Any capitalized term used in this Rule 7 that is not otherwise defined herein shall have the meaning set forth in Rule 3 of this Tariff. For the purpose of this Rule 7, the following definitions shall apply:

Applicant - Any person, corporation or other entity that (i) desires to receive from the Company electric or any other service provided for in this Tariff, (ii) complies completely with all Company requirements for obtaining electric or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet actually receiving from the Company any service provided for in this Tariff. An Applicant shall become a Customer for purposes of this Tariff only after it actually starts receiving the applicable service(s) from the Company under this Tariff. (C)

Cash Advance - A refundable contribution in cash from an Applicant for those costs associated with a Line Extension, increased for applicable taxes as specified in Rule 8, which is held by the Company in a non-interest bearing account.

Contractor Costs - The amounts paid by the Company for work performed by a contractor retained by the Company.

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

Contributions in Aid of Construction ("CIAC") - A non-refundable contribution in cash from an Applicant for those costs associated with a Line Extension, and/or tree trimming, brush clearance and related activities or those costs associated with Temporary Service or the relocation of Company facilities, increased for applicable taxes as specified in Rule 8.

(C)

Customer - Any person, partnership, association, corporation, or other entity (i) in whose name a service account is listed, (ii) who occupies or is the ratepayer for any premises, building or structure, etc. or (iii) is primarily responsible for payment of bills. A Customer includes anyone taking Full Service or Delivery Service under this Tariff.

Developer - The person or entity responsible for constructing and providing improvements in a Development, including, but not limited to, streets, sidewalks and utility-ready lots.

(C)

Development - A planned project which is developed by a Developer for electric service set out in a recorded plot plan of five (5) or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, mobile homes, or one (1) or more five-unit apartment houses, all of which are intended for year-round occupancy, if electric service to such lots necessitates extending the Company's existing Distribution Lines.

Distribution Lines - An electric supply line and related equipment of untransformed voltage from which energy is delivered to one (1) or more Service Lines.

Direct Labor Costs - The pay and expenses of Company employees directly attributable to work performed, excluding construction overheads or payroll taxes, workmen's compensation expenses or similar expenses.

Direct Material Costs - The purchase price of materials used, excluding related stores (i.e. warehousing) expenses. In computing Direct Material Costs, proper allowance shall be made for unused materials recovered from temporary structures, and for discounts allowed and realized in the purchase of materials.

Line Extension(s) - The extension of the Company's distribution system from the nearest suitable and available Distribution Line to the Service Line which will provide service to the Customer.

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

Non-Speculative Line Extension - A Line Extension for a Permanent Residential Customer under which the Company has taken into account various factors including, but not limited to, Customer location, rate classification, projected Company revenues, permanency of use, primary residence and prospect of use by future Customers, and has deemed the cost for the Line Extension to be reasonable for the Company to incur.

(C)

Permanent Residential Customer - A Customer occupying a dwelling or mobile home on a permanent foundation which is the Customer's primary residence occupied year-round for normal living purposes and including: (i) electrical wiring conforming with the National Electrical Code and the Company's service installation policies; (ii) a permanently installed heating system; (iii) permanently installed plumbing and sewage systems and (iv) thermal insulation meeting minimum standards as contained in this Tariff in effect at the time service is provided.

Private Right-of-Way - The right-of-way or easement for electric facilities on, over, under, across and/or through real or other property owned by an individual or entity which is not a governmental, municipal or other public body to provide Full Service or Delivery Service.

Public Right-of-Way - The right-of-way or easement for electric facilities, subject to reasonable permitting, on, over, under, across and/or through real or other property owned by a governmental, municipal or other public body to provide Full Service or Delivery Service.

Service Line - An electric supply line from the Distribution Line to the Customer's metering point from which electric service is delivered to the Customer.

(C)

Speculative Line Extension - A Line Extension in which the Company has taken into account various factors including, but not limited to, Customer location, rate classification, projected Company revenues, permanency of use, primary residence and prospect of limited use by future Customers, and has deemed the cost of the Line Extension to be unreasonable for the Company to incur.

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

Subdivider - The person or entity responsible for dividing a tract of land into building lots, to form a Subdivision, that are not to be sold as utility-ready lots.

Subdivision - A tract of land divided by a Subdivider into five (5) or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or apartment houses, all of which are intended for year-round occupancy, if electric service to such lots necessitates extending the Company's existing Distribution Lines. (C)

Temporary Electric Service - A Service Line, meter and/or other work supplied by the Company to the Customer for electric service over a defined period, usually less than one (1) year.

(2) Non-Speculative Single Phase Line Extension

Company Obligations

As used in this Rule 7, a span of conductor is approximately equal to 180 feet. The Company shall construct, own and maintain all Line Extensions. The Company shall provide an Applicant, at no charge, up to three (3) spans of conductor, three (3) poles and related material on Public Right-of-Way for each Line Extension, including the Service Line. The Company shall provide an Applicant, at no charge, one (1) span of conductor and related material on Private Right-of-Way for each Line Extension, including the Service Line, to serve a Permanent Residential Customer. The number of spans provided to an Applicant / Customer at no charge shall be referred to in this Rule 7 as the span allowance. The Company's engineering layout shall be the sole basis used for determining the design of the Line Extension and/or Service Line. Any additional Line Extension and/or Service Line costs in excess of those costs assumed by the Company under this Tariff shall be borne by the Applicant / Customer.

The Company shall not commence construction of a Line Extension and/or Service Line until completion of all of the following:

- (a) The Company's receipt and acceptance of an Application for electric service.

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

- (C)
- (b) Execution by the Company and the Applicant / Customer of appropriate agreements for electric service and/or Line Extensions, and the payment by the Applicant / Customer of any and all associated costs or charges.
 - (c) The Applicant / Customer requesting the Line Extension and/or Service Line has furnished to the Company rights-of-way on, over, across, under and/or through the Applicant's/Customer's property that are necessary for the construction, maintenance and operation of the Line Extension and/or Service Line in accordance with Rule 6 of this Tariff and which are in form and substance acceptable to the Company.

The Company shall be under no obligation to construct the Line Extension and/or Service Line in the event it is unable to acquire all necessary rights-of-way and other consents from any parties other than the Applicant / Customer, in such form and substance acceptable to the Company.

Applicant Obligations

Where the Non-Speculative Line Extension and/or Service Line exceeds the span allowance, the Applicant / Customer shall make a CIAC or Cash Advance to the Company equivalent to the Company's estimated Direct Labor Costs and Direct Material Costs and/or Contractor Costs for construction of that portion of the Line Extension and/or Service Line which is in excess of the span allowance. All Line Extension and/or Service Line costs in excess of the span allowance shall be charged to the Applicant / Customer.

In the event that an Applicant / Customer makes a Cash Advance to the Company for construction costs in excess of the span allowance, refund(s) shall be made to the initial Line Extension Applicant / Customer for each new Permanent Residential Customer added to the initial Line Extension. The refund(s) shall be calculated by the average cost per foot of the Line Extension in excess of the span allowance. Refunds shall be made only for Customer additions made within five (5) years from completion of the initial Line Extension and the sum of any refund(s) shall never

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

exceed the initial Line Extension Applicant's / Customer's Cash Advance. Any balance from the Cash Advance remaining after five (5) years shall be retained by the Company. In lieu of paying a Cash Advance to the Company, the Applicant / Customer may elect to pay a CIAC to the Company. (C)

If the Applicant / Customer requests, and Company approves, Line Extensions and/or Service Lines may be installed underground. Where a Customer requests underground service from overhead distribution facilities, the Company shall install such service upon receipt of a contribution, in the form of a CIAC, from the Customer equal to the amount the underground service costs exceed the overhead service costs. These costs will not be part of any Cash Advance or refund to a Cash Advance. The Company shall own, operate and maintain such underground facilities. In such case, the Applicant / Customer shall provide all necessary trenching, excavation, backfilling and grading in accordance with Company specifications in the prevailing Service and Meter Installation Requirement handbook, and shall bear all costs thereof.

Residential Customers electing to use conduit for their underground Service Line shall pay all related costs associated with such conduit.

The Applicant / Customer shall perform or arrange and pay for all Company-directed rough grading in accordance with the Company's specifications for underground lines and facilities, as said specifications shall be modified by the Company from time to time.

The Applicant / Customer shall pay the cost of all tree trimming, brush clearance and related activity associated with the establishment of the right-of-way for the Line Extension and/or Service Line.

If Applicant / Customer requests any deviation from the Company's specifications, the Company may, in its sole and exclusive discretion, approve such request. Any Company-approved deviations from its construction practices shall be at the Applicant's / Customer's sole expense.

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

(3) **Underground Electric Service in New Residential Developments**

(C)

Company Obligations

The Company shall install underground facilities inside new Developments; however, should the lot owner or owners in a Subdivision desire underground service, such service shall be provided by the Company if such lot owner or owners, at their option, comply with Rule 7.a.(2) (Non-Speculative Single Phase Line Extensions) and 7.a(4) (Speculative Single Phase and All Three Phase Line Extensions and Service Lines).

(C)

The Company shall require for Developments which qualify under this Rule 7.a.(3) (Underground Electric Service in New Residential Developments) and Rule 7.a.(4), (Speculative Single Phase and All Three-Phase Line Extensions and Service Lines) a CIAC or Cash Advance from the Applicant covering the Company's total estimated direct and indirect costs associated with the Line Extension to the tract of land being developed or within 100 feet of the boundary of Development. After the connection of Customers, external to the Development, to the Line Extension, a refund of the Cash Advance shall be made to the Applicant in accordance with Rule 7.a(4) (Speculative Single Phase and All Three-Phase Line Extensions and Service Lines).

The Company or its agent shall install the necessary service-related facilities that may include the installation of padmount transformers.

(C)

The Company shall, at the request of the Developer, install underground street lighting lines at the time of the original request for service to the Development or thereafter within the same Development. All street lighting shall be provided in accordance with this Tariff.

The Company shall have the right to perform its own excavating and backfilling.

If the Company elects to perform its own excavating and backfilling, there shall be no other charges to the Developer or to any other utility sharing the same trench.

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

(C)

Developer Obligations

A Developer shall pay the cost of providing 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.

The Developer or its agent shall provide all excavating, rough grading and backfilling required by the Company and shall meet the Company's specifications as they may be in effect from time to time. The Company upon request shall provide copies of the specifications to the Developer.

A Developer shall pay the Company for any necessary and additional costs incurred by the Company as a result of the following:

- (a) Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the Developer.
- (b) A change in the plot plan by the Developer 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, but not limited to, oversized lots or lots with extreme setback.

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

(C)

Exceptions

Whenever the Company or any affected person believes that the application of this Rule 7.a.(3),(Underground Electric Service in New Residential Developments) works an undue hardship, involves a physical impossibility, or is otherwise inappropriate, they may request an exception from the Commission in accordance with 52 Pa. Code §§ 57.81-57.88 by providing the Commission with the following:

- (a) A copy of the recorded plot plan of the Development for which the exception is being sought; and
- (b) A letter petition setting forth the name of the Applicant, the location and size of the development involved, the names of the electric utility and telephone utility which shall provide service to that development, the date on which construction began or shall 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.

Upon the filing of an exception request, the Commission's staff shall 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 the 180 day period shall result in the automatic denial of the request.

The Company 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 such appeals shall be referred to the Commission's Office of Administrative Law Judge for hearing and decision.

If an exception request initiated by an Applicant for electric service is granted, and such Applicant thereafter desires underground electric service, 52 Pa. Code §§ 57.82 and 57.83 shall apply as if no exception had been granted.

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

(4) Speculative Single Phase and All Three-Phase Line Extensions and Service Lines

(C)

When the Company is requested to increase capacity, expand facilities or construct Speculative Single Phase Line Extensions and/or Service Lines or Three-Phase Line Extensions and/or Service Lines, the Company shall determine from the circumstances of each case the nature and level of financing and/or guarantee of revenue required of the Applicant / Customer prior to construction or installation of Company facilities. The Company shall employ a five-year revenue guarantee in order to offset the initial construction costs. The five-year revenue guarantee includes five (5) years of forecasted distribution revenues less certain incremental delivery costs including, but not limited to, distribution operation and maintenance expenses, depreciation expenses, gross receipts taxes, state and federal income taxes, and a reasonable return component. The Company may require the Applicant / Customer to make (i) a CIAC equivalent to the Company's total estimated costs associated with the construction of facilities necessary to render service in excess of the amount not covered by the revenue guarantee or (ii) a Cash Advance for the total construction costs to render service. The Company shall refund all or a portion of a Cash Advance previously provided by the Applicant in the event that the Company's revenue analysis for any newly connected Non-Residential Customer indicates that there are revenues in excess of the costs to provide service to that newly connected Non-Residential Customer, within five (5) years from the completion of the initial Line Extension.

Where an application for an overhead Line Extension for a tract of land being developed or proposed to be developed, in whole or in part, for residential, commercial or industrial purposes not covered by Rule 7.a.(3), (Underground Electric Service in New Residential Developments) is received from an entity that is not expected to be a Customer, the Company, prior to construction, shall require payment of a CIAC or a Cash Advance from the Applicant covering the Company's total estimated costs associated with the construction of said overhead extension (i) to the tract of land being developed and (ii) within the boundary of the tract of land necessary to serve prospective Customers in the tract.

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

After the connection of a Non-Residential Customer to the Line Extension, a refund of the Cash Advance shall be made to the Applicant in accordance with this Rule 7.a(4) (Speculative Single Phase and All Three-Phase Line Extensions and Service Lines).

Applications for Speculative or Three-Phase Line Extensions and/or Service Lines shall be subject to all other Rules and Regulations of this Tariff.

In addition to the Line Extension costs described above, Non-Residential Customers shall also provide, install and pay for conduit, cable, metering conduit associated with their underground installation, including the Service Line, and such other costs specified in the Company's prevailing Service and Meter Installation Requirement handbook.

The Applicant / Customer shall pay the cost of all tree trimming, brush clearance and related activity associated with the establishment of the right-of-way for the Line Extension and/or Service Line

b. Temporary Service

Temporary installations for Residential and Non-Residential Customers, requiring special service, meter or other work shall provide electric service for a defined period, usually less than one (1) year ("Temporary Service"). Temporary Service, such as for construction purposes or exhibits of short duration, etc. shall be installed and removed at the Applicant's / Customer's expense. The Company shall provide the Temporary Service upon application from an Applicant / Customer. The Company shall provide the Temporary Service, provided that the Applicant / Customer reimburses the Company for all costs of installing and removing the service installation, including both material and labor, less the salvage recovered from all materials and equipment removed after termination of service. In all such cases, the Applicant / Customer shall make an advance payment to the Company sufficient to cover the estimated charges for installation and removal of the Temporary Service. (C)

For Temporary Service for residential single-unit house construction where both the temporary Service Line and meter can be transferred to the completed building, the Temporary Service shall be provided by the Company upon the Applicant's / Customer's payment of the Company's estimated costs to provide this service

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

(C)

c. Relocation of, or Modification to, Company Facilities; Service Interruptions

If as a result of a Line Extension or any other request that results in an expansion of the Company's facilities, an increase in the Company's facilities, construction of a system upgrade or any other change to or the modification of the Company's electric system, the Applicant / Customer shall pay all costs for such work as specified in this Rule 7.

Company Obligations

The Company shall remove, relocate or change the Company's facilities or temporarily interrupt service to a Customer's premises, upon the Customer's request, where such removal, relocation, change or interruption is acceptable to the Company.

The Company shall provide the Residential Customer with an estimate of the costs of removing, relocating, changing or interrupting the Customer's service, and the Residential Customer shall pay that amount to the Company prior to performing the work.

The Company shall bill the Residential Customer based upon the Contractor Costs and/or Direct Labor and Direct Material Costs associated with the removal, relocation or change of distribution facilities or interruption, less an amount equal to any maintenance expenses avoided as a result of such work.

The Company may, in its sole discretion, request a Non-Residential Customer or other person or entity to pay to the Company in advance the estimated cost to perform such work. The Company shall bill Non-Residential Customers or other person or entity the total cost of the work, including the total direct and indirect costs.

After completion of the work, the Company shall bill or refund to the Non-Residential Customer or other person or entity, the difference between the estimated cost and the total direct and indirect cost of such work.

(C) Change

GENERAL RULES AND REGULATIONS

Rule 7 - Extension of Company Facilities: System Upgrades (continued)

(C)

Customer Obligations

A Customer desiring the removal, relocation or change of Company facilities or interruption shall submit a request to the Company.

The Company may accept or reject said request in its sole and exclusive discretion. If the Company accepts said request, the Customer shall pay in advance the Company's total estimated cost for any Customer requested temporary interruption in the Customer's service due to construction, maintenance or other activities.

All Customers or other parties that request the removal, relocation or change of Company facilities shall furnish, without expense to the Company, satisfactory rights-of-way acceptable to the Company for the construction, maintenance and operation of the relocated facilities.

Non-Residential Property Owner

A non-residential property owner shall not be relieved or excused from paying all costs associated with the relocation or modification of the Company's facilities or temporarily interrupt electric service to a Non-Residential Customer's property under this Rule 7(c) if such relocation or modification of Company facilities or temporary service interruption is the result of any order, rule, regulation or other direction to said property owner from any governmental or public authority.

(C) Change

CITY OF ALTOONA



DEPARTMENT OF PUBLIC WORKS
1301 - 12TH STREET, SUITE 300
ALTOONA, PA 16601-3491
814-949-2454 FAX: 814-949-2442

BUREAU OF ELECTRICITY

PENELEC EXHIBIT 14
C-20066055
8-30-06 x.p.m.
Harrisburg

April 6, 2006

HAND POSTED

Joseph & Lisa DeGennaro
1909 North 11th Avenue
Altoona, PA 16601

NOTICE OF SAFETY VIOLATION

This office was recently contacted by the City's Department of Codes and Inspections that you have failed to relocate the underground electrical service to your premises and that the electrical conduit is exposed. My on-site inspection has confirmed the aforesaid.

This letter is to inform you that if, within forty-eight (48) hours of this notice, the underground service is not properly relocated and conduit properly covered, I will notify Penelec to disconnect power to your property due to the electrical hazard that currently exists.

If you have any questions, please contact my office in City Hall at 814-949-2454.

Carl J. Weyandt

CARL J. WEYANDT
FOREMAN/ELECTRICAL
INSPECTOR—SIGNAL MAINTENANCE

DOCUMENT
FOLDER

/llz

Pc: D. L. Diedrich
Codes Department

DOCKETED
OCT 05 2006



PLEASE DOCKET

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

DATE: November 3, 2006

SUBJECT: Joseph and Lisa DeGennaro v. Pennsylvania Electric
Company

Docket No. C-20066055

TO: Wanda Zeiders, Supervisor of Docket Management
Docket Section, Secretary's Bureau

FROM: Kandace F. Melillo *Kandace F Melillo*
Administrative Law Judge

Attached please find two copies each of Penelec Exhibit 15, which were admitted into the record of this proceeding today, November 3, 2006.

Please docket these and place them in the yellow exhibit folder.

Please do not hesitate to contact me with any questions you may have, and thank you for your attention to this matter.

Attachments

PLEASE DOCKET

DOCUMENT
FOLDER

GENERAL RULES AND REGULATIONS

Rule 9 - Insulation Requirements (continued)

Compliance certification copy - The part of the "notice of intent to construct" form returned to the builder or owner by the Pennsylvania Department of Community Affairs or municipality after receipt and processing of the notice of intent to construct, and which bears the identification number assigned to the notice of intent to construct by the Pennsylvania Department of Community Affairs or municipality.

Municipality - Any city, borough, incorporated town, township or home rule municipality.

Renovation - The rehabilitation of an existing building which requires more than twenty-five percent (25%) of the gross floor area or volume of the entire building to be rebuilt. Cosmetic work such as painting, wall covering, wall paneling, floor coverings, and suspended ceiling work shall not be included. 52 Pa. Code, §§ 69.101-69.107 (relating to building energy conservation standards for receipt of utility service) shall only apply to the portion of the building being renovated and not the entire building.

Residential building - Any building defined in the Conservation Act, 35 P.S. § 7201.103, and renovations and additions thereto, the actual construction of which commenced after March 19, 1986, and which is arranged for the use of one or two family dwelling units, and all townhouses and garden apartment construction not exceeding three stories in height used for residential purposes, whenever each unit has its own individual and self-supporting heating, ventilating or air conditioning system.

CHARACTERISTICS OF SERVICE

10. Wiring, Apparatus and Inspection

Company Obligations

The Company shall furnish, install and maintain the meters, unless otherwise allowed by the Commission. In addition, the Company shall install and maintain the transformers and service lines it deems necessary to provide Secondary Service, unless specified otherwise in

GENERAL RULES AND REGULATIONS

Rule 10 - Wiring, Apparatus and Inspection (continued)

an applicable, valid and binding agreement. All equipment / facilities supplied by the Company shall remain its exclusive property and may be removed, in the Company's sole discretion, after termination of service for whatever cause.

The Company shall extend only one service lateral to a Customer's premises and install one (1) meter except where, in the Company's sole judgment, special conditions warrant the installation of additional facilities. Any type of service supplied by the Company to the same Customer at other points of delivery shall be metered and billed separately.

The Company shall repair and maintain any facilities / property it has installed on a Customer's premises. However, the Customer shall pay the full cost of inspection, repairs and/or replacement of all such facilities / property that may be damaged due to a Customer's negligence. No one shall break any seals or perform any work on any Company facilities including, but not limited to, meters without first receiving the Company's consent and approval.

Applicant / Customer

Electric service installations shall be in accordance with the National Electrical Code, and all applicable local, state and federal codes, statutes and regulations, except as modified by the Company's then-applicable handbooks, booklets or other documents covering such installations, as they may be amended by the Company from time to time. A copy of the Company's requirements for electric service installations shall be provided to an Applicant / Customer upon request.

In the event that the Company is required by any state, federal or local governmental or public authority to place or relocate all or any portion of its facilities (including, but not limited to,) mains, wires or services, poles or underground feeders, the Applicant / Customer shall, without cost or expense to the Company, change the location of the Applicant's / Customer's point of delivery to a point specified by the Company.

Upon the Company designating a point of delivery at which its service line will terminate, the Applicant / Customer shall provide, at its sole cost and expense, a place suitable to the

GENERAL RULES AND REGULATIONS

Rule 10 - Wiring, Apparatus and Inspection (continued)

Company for the installation of metering and all other electric facilities needed for the supply of electric energy by the Company or an EGS. Meters shall be located on the outside of a building as near as possible to the service entrance or under certain circumstances, when approved by the Company, inside of a building.

The Company may refuse to connect with any Applicant's / Customer's installation or to make additions or alterations to the Company's service connection when such installation is not in accordance with the National Electrical Code, and all applicable local, state and federal codes, statutes and regulations, and where a certificate approving such installations, additions or alterations has not been issued by (i) an electrical inspection authority contained on a list of such authorities maintained by the Company and updated from time to time or (ii) any city or county inspection entity having exclusive authority to make electrical inspections in that area.

When a Customer's use of equipment having operating characteristics which impose high instantaneous demand such as, but not limited to, welders, hoists, electric furnaces and x-ray equipment, adversely affects or has the potential to adversely affect, in the Company's sole judgment, the Company's electric system, the Customer shall install at its sole expense such corrective equipment as may be directed by the Company. The Company shall not serve or continue to serve Customer loads where, in the Company's sole judgment, such loads have or may have voltage and phase characteristics that result (or may result) in intolerable harmonic distortions.

Each Applicant / Customer shall provide to the Company such service information described in Rule 4. of this Tariff. The Applicant / Customer shall be responsible and liable to the Company for any damages resulting from the Customer's failure to provide such service information.

The Company shall have the right to require Customers to provide, at their sole expense, Power Factor corrective equipment which will maintain their average Power Factor at no less than eighty-five percent (85%) lagging. Unless corrective equipment is installed, the Company is under no obligation to serve or to continue to serve such Customers.