

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: ALJ	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 03/29/06
8. DCCKET NO: C-20066055	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: JOSEPH & LISA DEGENNARO

RESPONDENT/APPLICANT: PENNSYLVANIA ELECTRIC CO.

COMP/APP COUNTY: BLAIR

UTILITY CODE: 110400

ALLEGATION OR SUBJECT

COMPLAINANT STATES THAT WHEN THEIR EXCAVATION STARTED AT ADJOINING PROPERTY IN 2005 THEY EXPOSED UNDERGROUND CONDUIT FOR POWER, PHONE, AND CABLE. THEY STATE THAT THE CITY DEEMED THE EXPOSED CONDUIT A SAFETY AND HEALTH CODE VIOLATION.

**DOCKETED**

MAR 30 2006

DOCUMENT  
FOLDER

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

Please print or type.

C-20066055 Case #2025416

1. CUSTOMER NAME (COMPLAINANT)

Your name, mailing address, county, telephone number, utility account number and service address:

Name Joseph d Lisa De Genaro

Street/P.O. Box 1909 N. 11th Avenue Apt #

City Altoona State Pa Zip 15201

County Blair

Area Code/HOME Phone 814-941-2554

Area Code/WORK Phone 814-935-5562

Utility Account Number (from your bill) 100057580126

RECEIVED SECRETARY'S BUREAU MAR 29 AM 9:09

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name

Street/P.O. Box

City State Zip

2. UTILITY NAME (RESPONDENT)

Name of utility company your complaint concerns: Penelec

3. TYPE OF UTILITY (check one)

- ELECTRIC (checked), GAS, WATER, TELEPHONE (local, long distance), STEAM HEAT, WASTE WATER, MOTOR CARRIER (taxi, moving company, limousine)

RECEIVED 8/27/06 2006 MAR 22 AM 9:43 PA P.U.C. SECRETARY'S BUREAU

DOCUMENT FOLDER 4

DOCKETED

MAR 30 2006

4. **COMPLAINT** (check one)

A. **In general, what is your complaint?**

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.

Other. *see attached sheet for*  
(explain)

B. **State the facts of your complaint.**

*detailed explanation.*

Include any specific dates, times or places that are important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

5. **RELIEF**

What do you want the Public Utility Commission to do about your complaint? Use additional paper if you need more space.

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution company, an electric distribution company or a water company AND your complaint is about a billing problem, an application for service problem, a termination of service problem or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety?

YES

NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES  
(includes appeals of BCS determinations)

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. VERIFICATION AND SIGNATURE

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification:

I Joseph DeGennaro hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

[Handwritten Signature]  
(Signature) 3/17/06  
(Date)

9. LEGAL REPRESENTATION (IF ANY)

If you are represented by a lawyer in this matter you must provide your lawyer's name, address and telephone number.

Lawyer's Name John C. Peters JR  
Street 1216 Eleventh Avenue  
City Harrisburg State Pa Zip 17101  
Area Code/Phone Number 814 941-1116

10. FILING

Please return the completed form to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

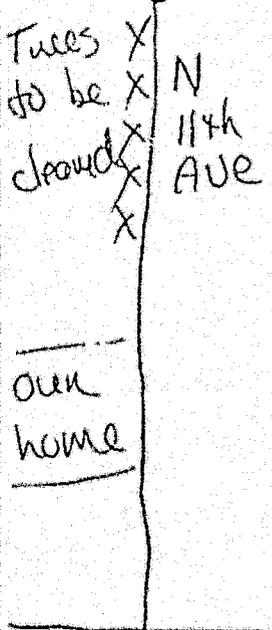
Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 <sup>nd</sup> Floor Harrisburg, Pennsylvania 17120
--	--

Facsimiles and/or electronic filings of the complaint form will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

**Keep a copy of your complaint for your records.**

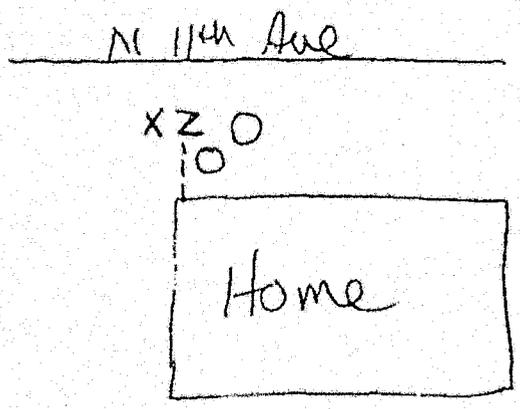
Ills #1 Pole & Power location  
N 20th St



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 & Penetec Fee)  
Note: Our home was the first built

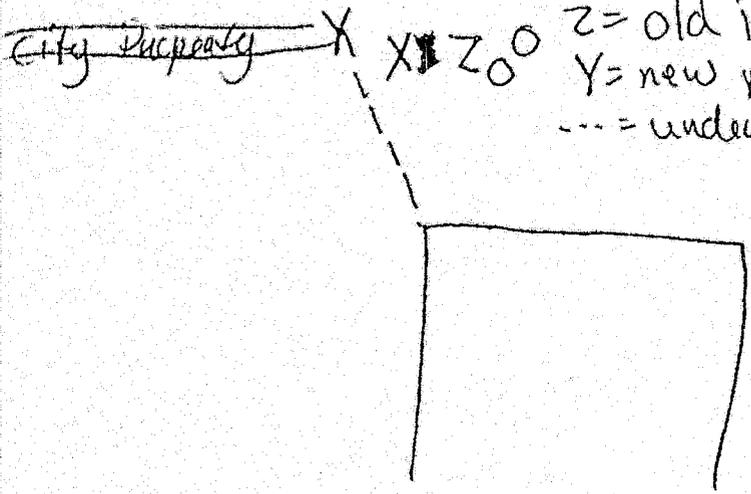
Ills #2

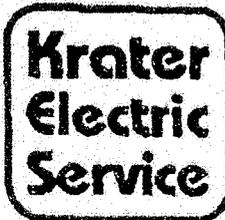
X = property corner  
O = sewer line ext  
Z = Penetec Pole marker  
--- = underground utilities



Ills #3

X = prop corner  
O = sewer line ext  
Z = old Pole placement  
Y = new pole placement  
--- = underground utilities





Incorporated

INDUSTRIAL — COMMERCIAL — RESIDENTIAL  
Electrical — Mechanical — Contractor

3800 BEALE AVENUE

ALTOONA, PENNSYLVANIA 16601

PHONE 814-944-8171

March 17, 2006

Mr & Mrs Joe Degennaro  
1909 N 11<sup>th</sup> Avenue  
Altoona PA 16601  
@ 941-2554, 935-5562

Ref: Electrical proposal

Furnish & install one 3" schedule 40 pvc conduit from house meter to Penelec power pole including pull-ropeFurnish & install two 2" schedule 40 pvc conduits from house meter to Penelec power pole including pull-stringsProvide electrical inspection**Total cost: One thousand three hundred fifty dollars (\$1350.00)**Terms: Payment in full at start of job

Note: All excavation, backfill and resceding by others, no removal of existing conduits included in this bid.

Yours truly,

A handwritten signature in black ink, appearing to read 'Brad Krater'.

Brad Krater  
Krater Electric Service Inc  
814 944-8171 ext 45, 814 944-7018 fax

Agreement to terms:

\_\_\_\_\_  
Signed\_\_\_\_\_  
Date

PUC Complaint Board  
Account #: 100057580126

Case # 2025410

Joseph and Lisa DeGennaro  
1909 North 11<sup>th</sup> Avenue  
Altoona, Pa. 16601

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 20<sup>th</sup> 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.

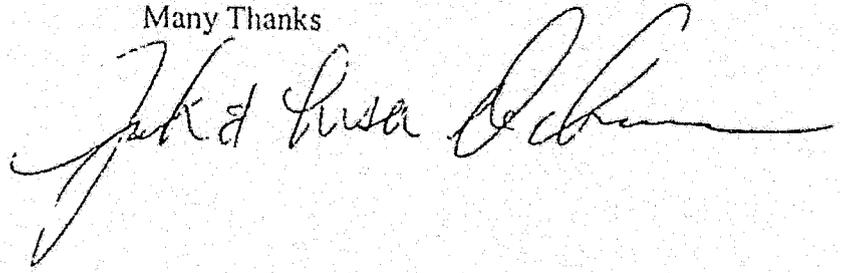
Penelec decided that since they drilled through the sewer line that the pole needed to be moved. (See illustration #3). Penelec decided where to place the new pole, not me. As you can see from the illustration that my underground utilities now cross over adjoining property owner's land. I never met with 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 my 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 \$1,350.00, 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.

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

A handwritten signature in cursive script, appearing to read "John & Lisa DeCham". The signature is written in dark ink and is positioned below the typed text "Many Thanks".



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

March 24, 2006

IN REPLY PLEASE  
REFER TO OUR FILE NUMBER

JOSEPH & LISA DEGENNANO  
1909 N 11TH AVENUE  
ALTOONA PA 16601

Dear Sir/Madam:

We are returning your formal complaint form to you because there is additional information needed to process the complaint. Please follow the colored tabs marked missing information or original signature. Fill in the information requested and return them to the address listed at the top of this letter.

We are granting a 15-day extension from the date of this letter for the form to be returned.

Once we receive the formal with the information required we will be able to process your complaint. Thank you for your cooperation in this matter.

Very truly yours,

James J. McNulty  
Secretary

Enclosures

ddi

Signed  
3/27/06  
File # 2025416

RECEIVED  
2006 MAR 29 AM 9:08  
SECRETARY'S OFFICE



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

*March 24, 2006*

IN REPLY PLEASE  
REFER TO OUR FILE NUMBER

JOSEPH & LISA DEGENNANO  
1909 N 11TH AVENUE  
ALTOONA PA 16601

Dear Sir/Madam:

We are returning your formal complaint form to you because there is additional information needed to process the complaint. Please follow the colored tabs marked missing information or original signature. Fill in the information requested and return them to the address listed at the top of this letter.

We are granting a 15-day extension from the date of this letter for the form to be returned.

Once we receive the formal with the information required we will be able to process your complaint. Thank you for your cooperation in this matter.

Very truly yours,

James J. McNulty  
Secretary

Enclosures

ddi

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: MARCH 30, 2006

JOSEPH & LISA DEGENNANO  
Complainant

v.

PENNSYLVANIA ELECTRIC COMPANY  
Respondent

Complaint Docket  
No: C-20066055

DOCUMENT  
FOLDER

**DOCKETED**

MAR 30 2006

---

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

---

TO: PENNSYLVANIA ELECTRIC COMPANY

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).

2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if

you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.

James J. McNulty  
Secretary

(SEAL)

Certified Mail  
Return Receipt Requested



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

DATE SERVED: MARCH 30, 2006

C-20066055

PENNSYLVANIA ELECTRIC COMPANY  
C/O LEILA L VESPOLI  
SR VICE PRESIDENT AND GENERAL COUNSEL  
FIRSTENERGY CORP  
76 S MAIN ST  
AKRON OH 44308-1890

Dear Ms. Vespoli:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by JOSEPH & LISA DEGENNANO. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS, THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

COMPANY/UTILITY

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

**DOCKETED**

MAR 30 2006

DOCUMENT  
FOLDER

MARCH 30, 2006

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

Very truly yours,

James J. McNulty  
Secretary

ddi

ORIGINAL

LAW OFFICES  
RYAN, RUSSELL, OGDEN & SELTZER LLP

SUITE 210  
1150 BERKSHIRE BOULEVARD  
WYOMISSING, PENNSYLVANIA 19610-1208  
TELEPHONE: (610) 372-4761  
FACSIMILE: (610) 372-4177  
WWW.RYANRUSSELL.COM

HARRISBURG OFFICE  
SUITE 101  
800 NORTH THIRD STREET  
HARRISBURG, PENNSYLVANIA  
17102-2025  
TELEPHONE: (717) 236-7714  
FACSIMILE: (717) 236-7816

April 24, 2006

Via UPS Overnight

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, Pennsylvania 17120

RECEIVED

APR 24 2006

PENNSYLVANIA PUBLIC UTILITY COMMISSION  
HARRISBURG, PENNSYLVANIA

Re: Joseph and Lisa DeGennaro v. Pennsylvania Electric Company  
Docket No. C-20066055

Dear Secretary McNulty:

Enclosed please find an original and three (3) copies of the Answer and New Matter on behalf of Pennsylvania Electric Company in the above-referenced matter. These documents have also been served on the parties of record as shown in the Certificate of Service.

If you have any questions, please contact me.

DOCUMENT  
FOLDER

Very truly yours,

RYAN, RUSSELL, OGDEN & SELTZER LLP

*Bridgid M. Good / FLW*  
Bridgid M. Good

Enclosures  
BGM:flw

c: As per Certificate of Service

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOSEPH & LISA DEGENNANO :  
 :  
 v. : Docket No. C-20066055  
 :  
 PENNSYLVANIA ELECTRIC COMPANY: :  
 :

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the Answer and New Matter of Pennsylvania Electric Company upon the individuals listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

Service by UPS Overnight, postage prepaid, addressed as follows:

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

Service by First Class Mail, postage prepaid, addressed as follows:

Joseph and Lisa DeGennaro  
1909 N. 11<sup>th</sup> Avenue  
Altoona, PA 16601

Dated: April 24, 2006

*Alan Michael Seltzer*

Alan Michael Seltzer  
Jeffrey A. Franklin  
Bridgid M. Good  
RYAN, RUSSELL, OGDEN & SELTZER LLP  
1150 Berkshire Boulevard, Suite 210  
Wyomissing, Pennsylvania 19610-1208  
(610) 372-4761

APR 24 2006  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Attorneys for  
Pennsylvania Electric Company

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

APR 2 6 2006

COMMISSION  
SECRETARY

JOSEPH & LISA DEGENNARO :  
 :  
 v. :  
 :  
 PENNSYLVANIA ELECTRIC COMPANY: :  
 :

Docket No. C-20066055

**ANSWER AND NEW MATTER OF PENNSYLVANIA ELECTRIC COMPANY  
TO THE COMPLAINT OF JOSEPH AND LISA DEGENNARO**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

AND NOW, Pennsylvania Electric Company ("Penelec" or the "Company"), by and through its counsel, Alan Michael Seltzer, Jeffrey A. Franklin, Bridgid M. Good and Ryan, Russell, Ogden & Seltzer LLP, answers the above Complaint pursuant to Section 5.61 of this Commission's regulations, 52 Pa. Code § 5.61, as follows:

**DOCUMENT  
FOLDER**

1. Admitted.
2. Admitted. It is admitted that the Complaint relates to Penelec and the Complainants are residential customer of Penelec with Account No. 100057580126.
3. Admitted. It is admitted that Penelec provides retail electric service to the Complainants' residence at 1909 N. 11<sup>th</sup> Avenue, Altoona, PA 16601 ("Service Location").

4(A). For purposes of this Answer, the several sentences of this paragraph have been restated and answered as they appear as follows:

- 1) **I am writing on behalf of my wife and myself.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

**DOCKETED**  
APR 2 6 2006

- 2) **It is with distress and futility I call upon your organization for help!**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

- 3) **Where do I begin?**

Denied. The allegations contained in this sentence do not constitute factual averments to which any responsive pleading is required.

- 4) **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.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

- 5) **We have invested over \$200,000.00 in our new home project that his complaint is pertaining to.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

- 6) **Lets get started. I met with Elaine the Field Engineer for Penelec to discuss power and how to get it to our new home.**

Admitted in part and denied in part. It is admitted that Mr. DeGennaro met with Eileen Schlect ("Ms. Schlect"), a Penelec line designer, on June 4, 2004 to discuss what would be necessary to provide electric service to the Service Location. It is averred that during this meeting Ms. Schlect advised Mr. DeGennaro that a number of trees had to be removed and the water and sewer line had to be installed

before Penelec could determine the location of the electric service pole to serve the Service Location. It is specifically denied that the name of the Penelec representative who first met with Mr. DeGennaro was Elaine. Rather, it is Eileen Schlect.

- 7) **She told me all that needed done, such as clearing trees to bring up the line from North 20<sup>th</sup> Street to our home location. (See illustration #1)**

Admitted. Penelec incorporates herein by reference its response to sentence 6 above. It is admitted that Penelec planned to extend electric service from North 20th Street, Altoona, PA down North 11<sup>th</sup> Street, Altoona, PA to the Service Location. It is admitted that there is an illustration attached to the Complaint which purports to show the extension of electric service down North 11<sup>th</sup> Street, Altoona, PA to the Service Location.

- 8) **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.**

Admitted in part and denied in part. It is admitted that Mr. DeGennaro met with Ms. Schlect at the Service Location. However, said meeting occurred on November 9, 2004, not October 2004 as alleged. It is admitted that by the time the November 9<sup>th</sup> meeting took place, the necessary trees had been removed and the sewer line was installed. It is further admitted that during this meeting, Mr. DeGennaro and Ms. Schlect agreed upon the location of the required utility pole to provide electric service to the Service Location. It is further averred that Ms. Schlect agreed to the pole placement based on Mr. DeGennaro's representation of the location of the sewer and water lines that served his house. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of when the

removal of the trees and the installation of the water and sewer line was completed and demands proof thereof, if relevant, at hearing.

- 9) **We met at the home site to determine where [sic] the pole was to be placed so as to serve two home sites.**

Admitted. It is admitted that the utility pole to be placed at the Service Location was intended to serve the neighboring property as well as the Complainants. Penelec incorporates herein by referenced its response to sentence 8 above.

- 10) **All property stakes and pins where in place at the site and pole placement was determined based on this information.**

Admitted. It is admitted that the placement of the utility pole was based upon the property stakes and pins at the Service Location and the representations provided by Mr. DeGennaro regarding the location of the water and sewer line. It is further averred that when extending electric service to a property, Penelec relies upon the representations of the property owner as to the boundaries of their property and the location of other utility facilities.

- 11) **Elaine placed the stakes for the pole markings in the ground as I witnessed this done. (See illustration #2).**

Admitted. It is admitted that Ms. Schlect staked the location and took measurements for the utility pole. It is admitted that there is an illustration attached to the Complaint purporting to show the first location of the utility pole at the Service Location.

- 12) **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.**

Admitted. It is admitted that in accordance with Rule 7 of Penelec's duly-filed and Commission-approved tariff, Ms. Schlect advised Mr. DeGennaro that he would be responsible for the costs associated with the Company installing the underground service line and that these costs must be paid prior to construction beginning. Electric Pa. P.U.C. No. 77, First Revised Pages 27- Original Page 33B, Effective: April 12, 2002 ("Line Extension Rule"). It is further admitted that the Complainants were sent a bill from Penelec in the amount of \$374.00 dated November 16, 2004.

- 13) **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.**

Denied. It is specifically denied that Penelec sent the invoice for installation of the underground service to an incorrect address or that Penelec did not have information in its computer system regarding the Complainants' requested new service. It is averred that Penelec sent the invoice to the Complainants' previous address as instructed by Mr. DeGennaro. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of how long the Complainant waited to contact Penelec and demands proof thereof, if relevant, at hearing.

- 14) **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.**

Admitted in part and denied in part. It is admitted that once Penelec was notified that the Complainants had not received a bill for the underground service, the bill was immediately faxed to them. It is further admitted that the bill for construction was paid and the work was scheduled. It is specifically denied that the Complainants contacted Penelec for several weeks regarding the invoice for the

installation of underground electric service. Rather, it is averred that the only contact from the Complainants reflected in the Company's records regarding the lack of receipt of the invoice was on December 6, 2004 to Ms. Schlecht.

**15) On or about December 20, 2004 I received a phone call from Penelec there was a problem.**

Admitted in part and denied in part. It is admitted that Penelec advised the Complainants that the original location of the utility pole could not be used because it interfered with an existing sewer line located on the Complainants' property. However, after reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the date of any contact and whether or not Penelec initiated such contact and demands proof thereof, if relevant, at hearing.

**16) They had drilled through my new sewer line extension!**

Admitted. It is admitted that Penelec encountered the Complainants' sewer line when attempting to install the utility pole at the Service Location. It is averred that the Company believed it was appropriate to locate the utility pole at the original location because of the prior representations of Mr. DeGennaro as to the location of the water and sewer lines on his property and the boundaries of his property. Penelec incorporates herein by reference its response to sentence 10 above. It is further averred that Penelec immediately contacted the City of Altoona to complete any and all necessary repairs to the sewer line.

**17) Penelec stated they had an all clear through the PA One Call and the city of Altoona had not responded, so they dug anyway!**

Admitted in part and denied in part. It is admitted that Penelec had received clearance from Pa One Call that all underground facilities at the Service

Location had been marked and it could begin installation of the utility pole. It is specifically denied that Penelec believed the City of Altoona had not responded and it began to install the utility pole without receiving clearance from Pa One Call.

**18) This is where things got very bad for my wife and myself.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the allegations contained in this sentence and demands proof thereof, if relevant, at hearing.

**19) Elaine, the Field Engineer for Penelec which set up this site was on vacation until January 4, 2005.**

Denied. It is specifically denied that Ms. Schlecht was on vacation until January 4, 2005.

**20) The Penelec crew had no one to advise them what to do.**

Denied. It is specifically denied that the Penelec crew "...had no one to advise them what to do." Rather, a new location for the utility pole needed to be determined by Ms. Schlecht and the Complainants. Penelec incorporates herein by reference its response to sentence 21 below.

**21) 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.**

Admitted. It is admitted that Ms. Schlect met with Mr. DeGennaro in December 2004 to determine a location for the utility pole since the original location would interfere with the sewer line serving the Service Location. It is averred that at this December 2004 meeting, Mr. DeGennaro showed Ms. Schlect the corner of his property, and based on these representations, she staked the new location of the utility pole. In

addition, it is further averred that the pole is located in road right-of-way for which Penelec received a permit from the City of Altoona on October 19, 2005.

**22) This is a lie.**

Denied. Penelec incorporates herein by reference its response to sentence 21 above. It is specifically denied that any of the information contained in response to sentence 21 is inaccurate or false.

**23) First off, it did not snow that winter in our area until January 11, 2005.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

**24) I am positive of this because we moved in January 10, 2005 and for the previous 3 ½ months we drove 45 minutes one way from Huntington, Pa. daily without any snow at all until January 10.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

**25) Elaine cannot come up with a date of the second meeting because it never took place.**

Admitted in part and denied in part. While it is admitted that Ms. Schlecht cannot ascertain a specific date for the meeting in December 2004, it is specifically denied that Ms. Schlect did not have a meeting at the Service Location with Mr. DeGennaro regarding a new location for the utility pole to provide electric service to his residence.

- 26) Penelec decided that since they drilled through the sewer line that the pole needed to be moved. (See illustration #3).**

Admitted. It is admitted that due to the location of the sewer line at the Service Location, Penelec determined a new location for the utility pole was necessary. Penelec incorporates herein by reference its response to sentence 21 above. It is admitted that there is an illustration attached to the Complaint purporting to show the second location of the utility pole at the Service Location.

- 27) Penelec decided where to place the new pole, not me.**

Admitted. It is admitted that Penelec determined the second location of the utility pole based upon the representations made by Mr. DeGennaro regarding the boundaries of his property. It is further averred that the utility pole was placed in road right-of-way for which Penelec received an Occupancy Permit from the City of Altoona on October 19, 2005.

- 28) As you can see from the illustration that my underground utilities now cross over adjoining property owner's land.**

Admitted. It is admitted that illustration #3 purports to show the location of the pole on the property adjacent to the Complainants. Indeed, it is averred that unknown to Penelec the utility pole was placed on the property adjacent to the Complainants, but in road right-of-way, based upon the representations made by Mr. DeGennaro regarding the boundaries of his property. It is further averred that the Complainants are solely and exclusively responsible for the digging and location of the trench to install the underground service wire.

- 29) I never met with Elaine a second time, she was not around during this, she was on vacation until January 4, 2005.**

Denied. It is specifically denied that Ms. Schlecht did not meet with the Complainants a second time or that she was on vacation until January 4, 2005. Penelec incorporates herein by reference its response to sentences 19, 21, and 25.

**30) I received power to the property on December 28, 2004.**

It is specifically denied that the Complainants' received electric service at the Service Location on December 28, 2004. Rather, it is averred that the Complainants' electric service wire was energized and electric service to the Service Location commenced on December 29, 2004.

**31) When excavation started at adjoining property in 2005 they exposed my underground conduit for power, phone, and cable.**

Admitted. It is admitted that when excavation began on the property adjacent to the Complainants in the Spring of 2005, about 2-3 inches of an underground conduit was exposed. It is averred that the exposed underground conduit contains facilities for telephone and cable, not for the Complainant's electric service.

**32) The city of Altoona Codes and Inspections Department deemed the exposed conduit a safety and health code violation.**

Admitted. It is admitted that the City of Altoona Codes and Inspection Department initially found that the exposed conduit was a violation of the National Electric Safety Code ("NESC"). However, it is averred that on April 17, 2006, the City of Altoona, along with Penelec representatives, determined that the exposed conduit contained facilities for telephone and cable, not for Complainant's electric service. Thus, the exposed conduit is not a violation of the NESC. However, it is averred that the underground electric service wire is directly adjacent to the telephone

and cable facilities and may become exposed in the near future depending on weather and erosion conditions.

**33) I am being forced to move all of my underground utilities to comply.**

Denied. It is specifically denied that Penelec is forcing the Complainants to move the underground electric facilities serving them. It is averred that under the Line Extension Rule in the Company's retail tariff, customers are responsible for the costs associated with any requested relocation and/or removal of electric facilities and are responsible to furnish any and all necessary rights-of-way. Line Extension Rule, Original Pages 38A-38B. It is further averred that Penelec would only require the Complainants to make sure the underground is covered in accordance with the NESC.

**34) My wife and I spent approximately \$2,300.00 for all utility work to be completed and inspected the first time.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

**35) The cost to redo all of this work will be \$1,350.00, money we do not have!**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

**36) 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.**

Denied. It is specifically denied that the Complainants are not responsible for the placement of the utility pole. It is averred that Penelec located the

utility pole based on Mr. DeGennaro's representations regarding the boundaries of his property. Furthermore, it is averred that the location of the underground service line was solely and exclusively in the discretion of the Complainants.

37) **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.**

Denied. The allegations contained in this sentence constitute a prayer for relief to which no responsive pleading is required.

38) **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.**

Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding the truth of the averments contained in this sentence and demands proof thereof, if relevant, at hearing.

4(B). Not applicable.

5. The allegations in this paragraph constitute a prayer for relief to which no responsive pleading is required.

6. Denied. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding whether or not a Protection from Abuse order has been granted in favor of the Complainants and demands proof thereof, if relevant, at hearing.

7. Admitted. It is admitted that the Company has had extensive settlement discussions with the Complainants regarding their concerns.

8. The allegations in this paragraph do not contain any factual averments to which any responsive pleading is required.

9. Admitted in part and denied in part. It is admitted that the Complainants have listed the name and address of an attorney on their Complaint. After reasonable investigation, Penelec is without information or knowledge sufficient to form a belief regarding whether the attorney listed in paragraph 9 will be representing the Complainants in this proceeding since he has not signed the Complaint nor filed a Notice of Appearance.

10. The allegations in this paragraph do not contain any factual averments to which any responsive pleading is required.

#### NEW MATTER

11. The Complainants have been receiving electric service from Penelec at the Service Location since December 29, 2004.

12. In the November 9, 2004 meeting at the Service Location, Ms. Schlecht agreed to the placement of the utility pole based on Mr. DeGennaro's representation of the sewer and water lines serving the Service Location.

13. Ms. Schlecht advised Mr. DeGennaro that he would be responsible for the cost of the underground service wire in accordance with Rule 7 - Line Extension of the Company's retail tariff. In addition, Mr. DeGennaro was also responsible for digging the trench, supplying the appropriate conduit and backfilling the trench in accordance with the Line Extension Rule. The Complainants solely and exclusively determined the location of the service wire by the placement of the trench.

14. When Penelec encountered the sewer line on the property, a new location of the utility pole was necessary.

15. Ms. Schlecht again met with the Complainant at the property and based upon his representations of the boundaries of his property, a new location for the utility pole was determined.

16. The current location of the utility pole is located in road right-of-way for which Penelec has a permit from the City of Altoona which was granted on October 19, 2005.

17. The location of the underground service wire was based solely upon the discretion of the Complainants since they were responsible for the trenching under the Line Extension Rule.

18. Under the Line Extension Rule, customers are responsible for the costs associated with any requested relocation and/or removal of electric facilities and are responsible to furnish any and all necessary rights-of-way. Line Extension Rule, Original Pages 38A-38B.

19. On April 18, 2006, the Complainants underground electric service was relocated after the Complainants made payment to Penelec for the relocation in accordance with the Line Extension Rule.

20. At all times relevant to this Complaint, the Company has acted reasonably, appropriately and in a manner fully consistent with its duly-filed and Commission-approved tariff, the Public Utility Code and the Commission's regulations.

WHEREFORE, Pennsylvania Electric Company hereby requests that the Complaint of Joseph and Lisa DeGennano be dismissed with prejudice.

Respectfully submitted,

Dated: April 24, 2006



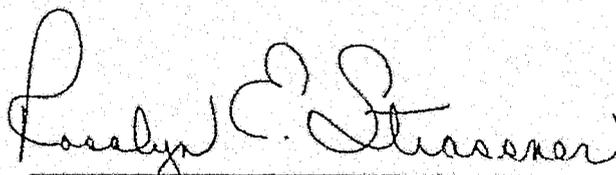
Alan Michael Seltzer  
Jeffrey A. Franklin  
Bridgid M. Good  
RYAN, RUSSELL, OGDEN & SELTZER LLP  
1150 Berkshire Boulevard, Suite 210  
Wyomissing, Pennsylvania 19610-1208  
(610) 372-4761

Attorneys for  
Pennsylvania Electric Company

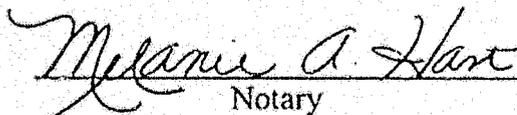
Joseph & Lisa DeGennaro  
Docket No. C-20066055

COMMONWEALTH OF PENNSYLVANIA )  
: ss.  
COUNTY OF BERKS )

Rosalyn E. Strassner being duly sworn according to law, deposes and says that she is the Business Analyst-Compliance for Pennsylvania Electric Company ("Penelec"); that she is authorized to and does make this affidavit for it; and that the facts set forth above are true and correct to the best of her knowledge, information and belief and she expects the said Penelec to be able to prove the same at any hearing thereof.

  
\_\_\_\_\_  
Rosalyn E. Strassner

Sworn to and subscribed before  
me this 13<sup>th</sup> day of April, 2006.

  
\_\_\_\_\_  
Notary

