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June 28, 2019

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

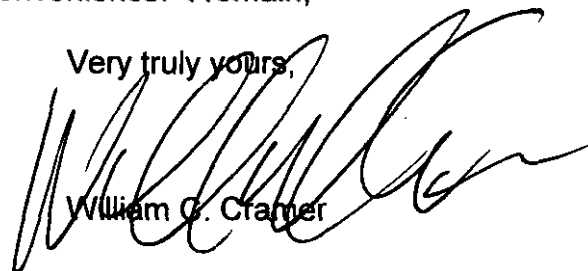
Re: GECO Holding, Ltd. v. West Penn Power Company
Docket No. C-2019-3010108

Dear Sir/Madam:

Enclosed herewith please find the original and three copies of an Answer to Preliminary Objections Filed by West Penn Power Company to be filed in the above referenced matter. Please return a filed copy to me in the enclosed self-addressed stamped envelope.

Should you have any questions or desire additional information regarding this matter, please contact me at your earliest convenience. I remain,

Very truly yours,



William C. Cramer

WCC:skr

Enclosures

cc Aron J. Beatty, Esq.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

GECO HOLDING, LTD.

vs.

WEST PENN POWER COMPANY

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Docket No. C-2019-3010108

**ANSWER TO PRELIMINARY OBJECTIONS
FILED BY WEST PENN POWER COMPANY**

NOW COMES GECO Holding, Ltd., by and through counsel, namely, William C. Cramer, and files this Answer to the Preliminary Objections filed by West Penn Power Company in the above captioned matter:

Answer to Introduction Averments

1. Admitted in part and denied in part. It is admitted that GECO Holding, Ltd. is requesting the Commission to direct West Penn Power Company to relocate the pole and transmission line to a location convenient to both the customer and West Penn, all at the expense of the utility company. However, it is further the position of GECO Holding, Ltd. that this is a reasonable request and thing to do from the standpoint of providing utility services to the customer, and also, with regard to the intended use of the property in question. A right-of-way agreement requiring the utility company to relocate the pole and line is attached to the Complaint. However, this right-of-way requirement, alone, is not the only reason the utility provider should be required, at West Penn's expense, to relocate the pole and transmission line in question. That is,

the reasonable requirements of the utility customer, in light of the right-of-way granted to the utility provider (actually, the utility provider's predecessor), and also, West Penn's previous representation that the pole and line would be relocated at West Penn's expense, requires this relocation.

2. Admitted in part and denied in part. While it is a question of law whether the Commission has jurisdictional power to evaluate the scope and validity of a right-of-way agreement, GECO Holding, Ltd. argues that this is not the only issue presented by the Complaint. That is, the reasonableness of the request to relocate the pole and transmission line under all circumstances pertaining is also an issue before the Commission.

Answer to Background Averments

3. Admitted.

4. Admitted.

5. Denied, for the reason that answering Petitioner is not aware of the date the Complaint was served upon West Penn Power Company.

6. Admitted.

Answer to Argument Averments

7. Admitted that the Rules of Practice and Procedure are those set forth as a matter of law. All other averments stated in this paragraph are denied as conclusions of law to which no responsive pleading is required.

8. Admitted that the authorities cited in this paragraph express opinions and holdings as set forth therein. All other averments of this paragraph are denied as conclusions of law to which no responsive pleading is required.

9. Admitted in part. It is admitted that the Commission's procedural regulations allow a party to object to pleadings. Denied, however, that the Preliminary Objections filed in this matter require a dismissal of the Complaint at this stage of the proceeding.

10. Admitted that the Complaint filed by GECO Holding, Ltd. requests West Penn Power to relocate the pole and transmission line to a location convenient to both the utility provider and customer, all at the expense of West Penn Power. This request for relief, however, is not entirely dependent upon the right-of-way agreement requirements imposed upon West Penn *via* that right-of-way obtained by West Penn Power's predecessor in interest. Although that right-of-way agreement does, in the opinion of GECO Holding, Ltd., actually require relocation of the pole and transmission line at West Penn's expense, nevertheless, the issue of the "reasonableness" of the location, or relocation, of the utility pole and transmission line, under all the circumstances pertaining, is also an issue before the Commission for resolution.

11. Denied. One issue does involve a determination of the scope and validity of the right-of-way or easement. A second issue, however, involves the reasonableness of the location of the pole and transmission line under the current circumstances pertaining, as well as the allocation of the costs of relocation. Certainly, the reasonableness of the location/relocation of the utility pole and line, as well as the responsibility for payment of relocation, would be a matter over which the Commission

has jurisdiction. With respect to this issue, a West Penn Power representative advised the customer that the poles and utility transmission line would, in fact, be relocated at the expense of West Penn Power. All that the utility company was requesting was that the customer's attorney prepare the necessary relocation (easement) document. Further, this West Penn Power representative supplied a form relocation easement document to the customer and other information regarding preparation of the proposed new easement document. The customer and customer's attorney relied upon these representations of West Penn Power's representative regarding these matters.

12. Admitted that the Commission possesses only the authority granted to the Commission as a matter of law. All further averments of this paragraph are denied as conclusions of law to which no responsive pleading is required.

13. Admitted that the Commission's jurisdiction arises only from the authority granted to the Commission as a matter of law. All other averments of this paragraph are denied as a conclusion of law to which no responsive pleading is required.

14. Admitted that the Commission's jurisdiction arises only from the authority granted to the Commission as a matter of law. All other averments of this paragraph are denied as a conclusion of law to which no responsive pleading is required.

15. Admitted that subject matter jurisdiction is never waived. All other averments stated within this paragraph are denied as conclusions of law to which no responsive pleading is required.

16. Admitted that the Commission has the subject matter jurisdiction to resolve customer complaints to the extent permitted by law. All other averments of this paragraph are denied as conclusions of law to which no responsive pleading is required.

17. Admitted that Section 501 of the Code, 66 Pa.C.S. §501, provides the language as stated therein. All other averments stated in this paragraph are denied as conclusions of law to which no responsive pleading is required.

18. Admitted that Section 701 of the Code, 66 Pa.C.S. §701, provides the language as stated therein. All other averments stated in this paragraph are denied as conclusions of law to which no responsive pleading is required.

19. Denied, as a conclusion of law to which no responsive pleading is required. Further denied for those reasons set forth within Section 4 of the Complaint and Paragraph 11 of this Answer, wherein GECO Holding, Ltd. factually avers that West Penn Power Company has previously discussed this issue with the customer and that a West Penn Power representative agreed to relocate the pole and transmission lines at the expense of the utility provider. All that the utility company was requesting was that the customer's attorney prepare the necessary relocation documents. The West Penn Power representative even supplied a form of the relocation easement documents to the customer's attorney, as well as other information regarding preparation of the proposed new easement documents. The customer and customer's attorney relied upon these representations of West Penn Power's representative regarding these matters. Later, however, West Penn refused to cooperate with customer and

customer's attorney regarding this matter. All of these averments raise the issue of the reasonableness of the actions of the utility provider under the circumstances pertaining, and, therefore, are matters within the subject matter jurisdiction of the Commission.

20. Admitted that the opinions of the cases and authorities cited within this paragraph provide the holdings as stated therein. All other averments stated within this paragraph are denied as conclusions of law to which no responsive pleading is required. Further denied for the reason that the issue of the reasonableness of the conduct of the utility provider under the circumstances pertaining remains an issue for resolution by the Commission.

21. Denied, as a conclusion of law to which no responsive pleading is required. Further denied for those reasons stated within the answers to Paragraphs 19 and 20, which answers are incorporated herein by reference thereto.

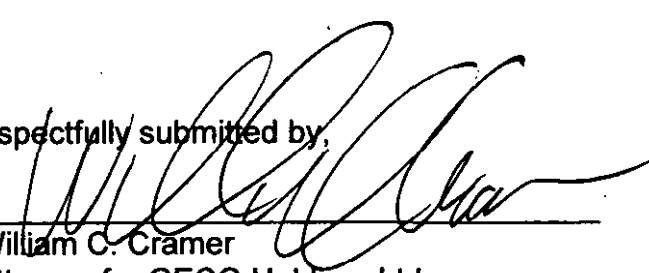
22. Denied, as a conclusion of law to which no responsive pleading is required. Further denied for those reasons stated within the answers to Paragraphs 19 and 20, which answers are incorporated herein by reference thereto.

23. Denied, as a conclusion of law to which no responsive pleading is required.

Conclusion

WHEREFORE, it is respectfully requested that the said Preliminary Objections be dismissed and the matters stated within the Complaint be adjudicated by the Commission.

Respectfully submitted by,



William C. Cramer
Attorney for GECO Holding, Ltd.
220 Lincoln Way East
Chambersburg, PA 17201
(717) 264-3711
Supreme Court I.D. No. 22495

I, David L. George, President of GECO Holding, Ltd., verify that the statements made in the attached Answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

GECO Holding, Ltd.

Date: June 28, 2019



David L. George, President

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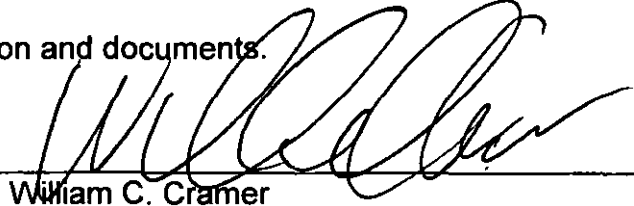
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CERTIFICATION

I, William C. Cramer, certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: June 28, 2019



William C. Cramer
Attorney for GECO Holding, Ltd.
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Chambersburg, PA 17201
(717) 264-3711
Supreme Court I.D. No. 22495

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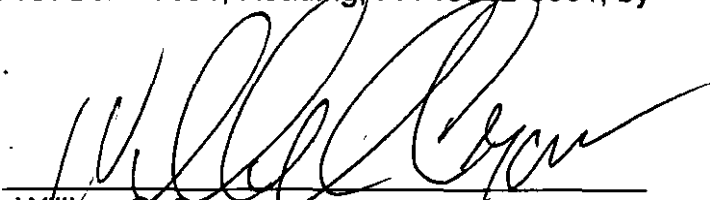
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CERTIFICATE OF SERVICE

I, William C. Cramer, Attorney for GECO Holding, Ltd., hereby certify that on this date I served a true and correct copy of the attached Answer to Preliminary Objections upon Aron J. Beatty, Esq., Attorney for West Penn Power Company, at FirstEnergy Service Company, 2800 Pottsville Pike, P.O. Box 16001, Reading, PA 19612-6001, by ordinary first class mail, postage prepaid.

Date: June 28, 2019



William C. Cramer
Attorney for GECO Holding, Ltd.

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