

May 12, 2020

**Via Electronic Filing**

Rosemary Chiavetta, Esquire  
Secretary  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Docket Nos. C-2019-3010107 & C-2019-3010108  
Accent Developers LLC v. West Penn Power Company  
Geco Holding LTD v. West Penn Power Company  
No Exceptions to Initial Decision**

Dear Secretary Chiavetta:

Please be advised that Respondent, West Penn Power Company, will not be filing Exceptions to the Initial Decision of the Honorable Joel H. Cheskis, issued April 2, 2020, in the above referenced proceeding. As directed in the Initial Decision, two (2) copies of late-filed Exhibit 7 are attached for filing.

A copy of this Letter and enclosure has been forwarded to Counsel for the Complainant in the manner indicated on the attached Certificate of Service. Please contact me if there are any questions or concerns.

Very truly yours,

Reger Rizzo & Darnall LLP

*Margaret A. Morris*

Margaret A. Morris

MAM/co  
Enclosure

cc: The Honorable Joel H. Cheskis, PA Public Utility Commission [w/out encl.]  
Office of Special Assistants, PA Public Utility Commission [w/out encl.]  
Teresa K. Harrold, Esquire, FirstEnergy Service Company [w/ encl.]  
William C. Cramer, Esquire [w/ encl.]

**Re: Docket Nos. C-2019-3010107 & C-2019-3010108  
Accent Developers LLC v. West Penn Power Company  
Geco Holding LTD v. West Penn Power Company  
No Exceptions to Initial Decision**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been served upon the following person(s), in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

**Via Electronic Mail**

William C. Cramer, Esquire  
[attorneycramer@williamcramer.com](mailto:attorneycramer@williamcramer.com)

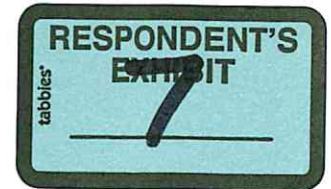
Dated: May 12, 2020

*Margaret A. Morris*  
Margaret A. Morris, Esquire

John L. Munsch  
Attorney

724-838-6210  
Fax 234-578-2370

July 20, 2012



William C. Cramer, Esquire  
14 North Main Street  
Suite 414  
Chambersburg, PA 17201

**Re: D.L. George & Sons Manufacturing, Inc. v. West Penn Power Company**  
**Complaint Docket No. C-2009-2088308**

Dear Mr. Cramer:

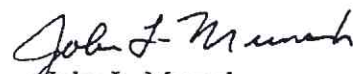
The purpose of this letter is to memorialize the understanding in settlement of the above-captioned Complaint proceeding.

D.L. George & Sons Manufacturing will execute the attached Right-of-Way Agreement, containing a schematic diagram of a utility pole relocation project by West Penn Power Company, and West Penn Power Company will relocate said poles as shown on the diagram at its sole cost.

Upon D.L. George's execution of the Right-of-Way Agreement, the parties will cause to be closed, with prejudice, the above-captioned Complaint filed at the Pennsylvania Public Utility Commission

Please confirm this agreement by execution below or by acknowledgement by return email confirming the above understanding.

Very truly yours,

  
John L. Munsch  
Attorney

\_\_\_\_\_  
William C. Cramer, Esquire  
Attorney for  
D.L. George & Sons Manufacturing

p. 1094

**RIGHT-OF-WAY AGREEMENT (Overhead) (PA)**  
 FORM 13-012 REV. 6 (FRONT)

For good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter mentioned, I/we, Grantor or Grantors herein, grant and convey to West Penn Power Company™, a right-of-way or easement to construct, operate, repair, maintain, remove and rebuild a portion of an electric system consisting of such poles, wires, cables, telephone wires, anchors, guys and other fixtures as the said West Penn Power Company may deem necessary, including the right from time to time to install additional wires, cables, and fixtures, over, under, and upon land situate in \_\_\_\_\_ Antrim

Township, \_\_\_\_\_ Franklin \_\_\_\_\_ County, Pennsylvania, adjoining properties of Frederick Christophel to the North, \_\_\_\_\_ Wayne Reynolds to the South, \_\_\_\_\_ Bradley Parker also to the South \_\_\_\_\_ James Murphy to the West, \_\_\_\_\_ Thomas Shook to the East \_\_\_\_\_

West Penn Power Company is also granted the right of ingress and egress and the right to cross land of Grantors by foot or vehicle for the purpose of exercising this easement. West Penn Power Company is also granted the right to cut, trim, remove and control trees, shrubs, and undergrowth which may at any time interfere with or threaten to interfere with the said electric system from time to time in the discretion of West Penn Power Company and by such methods as West Penn Power Company may determine, and West Penn Power Company shall not be liable for any damages to any such vegetation caused by or related to said vegetation removal or control. West Penn Power Company is also granted the right to remove any obstructions that may at any time interfere with or threaten to interfere with the said electric system or the ability to operate, repair, maintain, remove and rebuild said electric system, by such methods as West Penn Power Company may determine, and West Penn Power Company shall not be liable for any damages within the right-of-way or easement caused by or related to said removal. Grantors agree not to construct any buildings, swimming pools or other structures under or create any hazard or to interfere with West Penn Power Company's full and proper use of the said electric system. West Penn Power Company shall have the right to permit other companies to attach wires and cables to the poles erected hereunder, and to lease, sell, assign and transfer any part or all of the rights hereunder to other companies for the purpose of furnishing any type of electric or communication service. Poles or other facilities erected hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

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

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ (MONTH-YEAR)

WITNESS:

GRANTOR:

_____	_____ / _____	(SEAL)
	(SIGNATURE) (NAME - Please print)	
_____	_____ / _____	(SEAL)
	(SIGNATURE) (NAME - Please print)	
_____	_____ / _____	(SEAL)
	(SIGNATURE) (NAME - Please print)	
_____	_____ / _____	(SEAL)
	(SIGNATURE) (NAME - Please print)	

Address of Grantors: \_\_\_\_\_ 20 East Sixth Street, Waynesboro, Pa 17268 \_\_\_\_\_

Tax Parcel No.: \_\_\_\_\_



John L. Munsch  
Attorney

724-838-6210  
Fax: 234-678-2370

July 25, 2012

**VIA FEDEX NEXT DAY**


Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

**Re: D.L. George & Sons Manufacturing v. West Penn Power Company**  
**Complaint Docket No. C-2009-2088308**

Dear Secretary Chiavetta:

Enclosed is the original copy of the **Certificate of Satisfaction** in connection with the above-referenced case. This Certificate is filed by FedEx Next Day and electronically and is deemed filed today.

Very truly yours,

  
John L. Munsch  
Attorney

JLM:jss

Enclosures

cc: Certificate of Service

**Re: D.L. George & Sons Manufacturing v. West Penn Power Company**  
**Complaint Docket No. C-2009-2088308**

**CERTIFICATE OF SATISFACTION**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

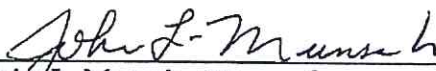
NOW COMES, West Penn Power Company ("West Penn"), by and through its attorney, John L. Munsch, in accordance with Section 5.24 of the Rules and Regulations of the Pennsylvania Public Utility Commission, 52 Pa. Code §5.24, and certifies the following:

1. West Penn has satisfied the formal complaint of D. L. George & Sons Manufacturing ("Complainant").
2. On or about July 25, 2012 Complainant acknowledged satisfaction of the above-captioned formal complaint.
3. By service of this Certificate of Satisfaction, Complainant is informed that Complainant has ten (10) days to object in writing and that, absent an objection, the Complaint will be closed.
4. A copy of this Certificate has been served upon the Complainant in accordance with the attached Certificate of Service.

Date: July 25, 2012

Respectfully submitted,

By:

  
John L. Munsch, Attorney for  
WEST PENN POWER COMPANY  
800 Cabin Hill Drive  
Greensburg, PA 15601  
(724) 838-6210  
Pa. I.D. No. 31489

Re: **D.L. George & Sons Manufacturing v. West Penn Power Company**  
**Complaint Docket No. C-2009-2088308**

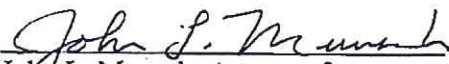
**CERTIFICATE**

I hereby certify that I have this day served by first-class mail, postage prepaid, the foregoing **CERTIFICATE OF SATISFACTION** addressed as follows:

Administrative Law Judge John H. Corbett, Jr.  
Pennsylvania Public Utility Commission  
Suite 220, Piatt Place  
301 Fifth Ave.  
Pittsburgh, PA 15222

William C. Cramer, Esquire  
14 North Main Street  
Suite 414  
Chambersburg, PA 17201

Date: June 25, 2012

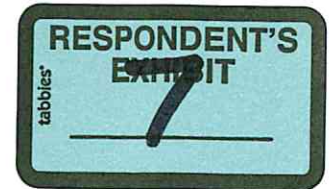
  
John L. Munsch, Attorney for  
WEST PENN POWER COMPANY  
800 Cabin Hill Drive  
Greensburg, PA 15601  
(724) 838-6210

P. Leafy

John L. Munsch  
Attorney

724-838-6210  
Fax 234-578-2370

July 20, 2012



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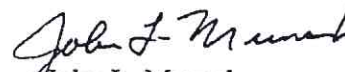
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Very truly yours,

  
John L. Munsch  
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Township, \_\_\_\_\_ Franklin \_\_\_\_\_ County, Pennsylvania, adjoining properties of Frederick Christophel to the North, \_\_\_\_\_ Wayne Reynolds to the South, \_\_\_\_\_ Bradley Parker also to the South \_\_\_\_\_ James Murphy to the West, \_\_\_\_\_ Thomas Shook to the East \_\_\_\_\_

West Penn Power Company is also granted the right of ingress and egress and the right to cross land of Grantors by foot or vehicle for the purpose of exercising this easement. West Penn Power Company is also granted the right to cut, trim, remove and control trees, shrubs, and undergrowth which may at any time interfere with or threaten to interfere with the said electric system from time to time in the discretion of West Penn Power Company and by such methods as West Penn Power Company may determine, and West Penn Power Company shall not be liable for any damages to any such vegetation caused by or related to said vegetation removal or control. West Penn Power Company is also granted the right to remove any obstructions that may at any time interfere with or threaten to interfere with the said electric system or the ability to operate, repair, maintain, remove and rebuild said electric system, by such methods as West Penn Power Company may determine, and West Penn Power Company shall not be liable for any damages within the right-of-way or easement caused by or related to said removal. Grantors agree not to construct any buildings, swimming pools or other structures under or create any hazard or to interfere with West Penn Power Company's full and proper use of the said electric system. West Penn Power Company shall have the right to permit other companies to attach wires and cables to the poles erected hereunder, and to lease, sell, assign and transfer any part or all of the rights hereunder to other companies for the purpose of furnishing any type of electric or communication service. Poles or other facilities erected hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

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

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ (MONTH-YEAR)

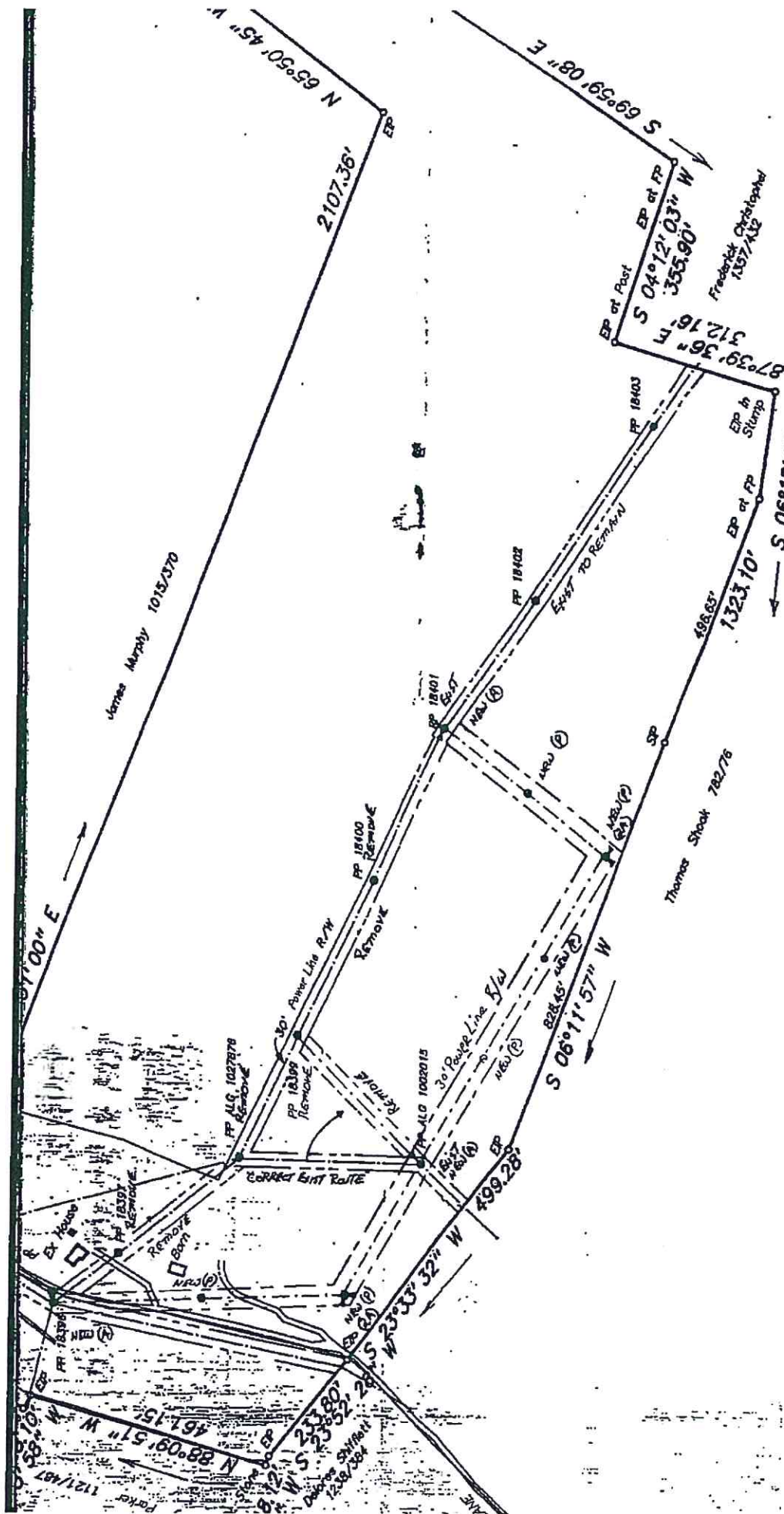
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	(SIGNATURE) (NAME - Please print)	

Address of Grantors: \_\_\_\_\_ 20 East Sixth Street, Waynesboro, Pa 17268 \_\_\_\_\_

Tax Parcel No.: \_\_\_\_\_



John L. Munsch  
Attorney

724-838-6210  
Fax: 234-678-2370

July 25, 2012

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Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
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Harrisburg, PA 17120

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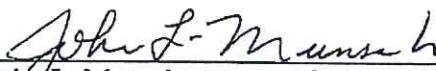
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WEST PENN POWER COMPANY  
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Greensburg, PA 15601  
(724) 838-6210  
Pa. I.D. No. 31489

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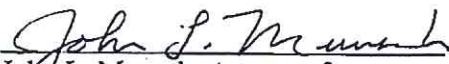
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Pennsylvania Public Utility Commission  
Suite 220, Piatt Place  
301 Fifth Ave.  
Pittsburgh, PA 15222

William C. Cramer, Esquire  
14 North Main Street  
Suite 414  
Chambersburg, PA 17201

Date: June 25, 2012

  
John L. Munsch, Attorney for  
WEST PENN POWER COMPANY  
800 Cabin Hill Drive  
Greensburg, PA 15601  
(724) 838-6210

P. Leafy