Tracy and Jill Troutman	Docket No.: C-2021-3028464
Rebecca Sue Walizer	Docket No.: C-2021-3028278
Neal Walmer	Docket No.: C-2021-3028416
Michael and Margaret Marino	Docket No.: C-2021-3028211
Stanley and Eileen Krasinski	Docket No.: C-2021-3028346
Michael R. Florio	Docket No.: C-2021-3028286
Samantha Bryant	Docket No.: C-2021-3028283
Michael David Kramer	Docket No.: C-2021-3028314
Andrew Freiberg	Docket No.: C-2021-3028414
Karen and Michael Fedash	Docket No.: C-2021-3028418
Gregory Linn Bair	Docket No.: C-2022-3030530
v.	
Metropolitan Edison Company, Mid-Atlantic Interstate Transmission, LLC	
Pingqi Dai	Docket No.: C-2021-3028302
Debora Connell	Docket No.: C-2021-3028186
Corey and Betty Rigberg Patricia and John Lane	Docket No.: C-2021-3028348
v.	Docket No.: C-2021-3028627
Metropolitan Edison Company	
Call-In Telephonic Evidentiary	

Pages 85 - 340

Judge's Chambers
Piatt Place
301 5th Avenue
Pittsburgh, PA
Wednesday, December 14, 2022
Commencing at 9:00 a.m.

INDEX TO EXHIBITS

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant's Exhibit Direct Testimony of		
Rebecca Walizer	127	167
Complainant's Exhibit Walizer 1		
Document	127	167
Complainant's Exhibit Walizer 2		
Document	127	167
Complainant's Exhibit Walizer 3		
Document	127	168
Complainant's Exhibit Walizer 4		
Document	127	168
Complainant's Exhibit Walizer 5*		
Document	127	168
Complainant's Exhibit Walizer 6*		
Document	127	168

*Exhibit excluded from testimony

INDEX TO EXHIBITS

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant's Exhibit Walizer 7*		
Document	128	--
Complainant's Exhibit Walizer 8*		
Document	128	--
Complainant's Exhibit Walizer 9*		
Document	128	--
Complainant's Exhibit Walizer 10*		
Document	128	--
Complainant's Exhibit Walizer 11*		
Document	128	--
Complainant's Exhibit Walizer 12		
Document	128	168
Complainant's Exhibit Walizer 13*		
Document	128	--

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant's Exhibit Walizer Rebuttal Testimony of Rebecca Walizer	128	167
Complainant Connell's Exhibit Direct Testimony of Debora Connell	175	180
Complainant Connell's Exhibit Rebuttal Testimony of Debora Connell	175	180
Complainant Connell's Exhibit 1 Document	175	180
Complainant Connell's Exhibit 2 Document	176	181
Complainant Connell's Exhibit 3 Document	176	181

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Connell's Exhibit 4		
Document	176	178
Complainant Connell's Exhibit 5*		
Document	176	178
Complainant Connell's Exhibit 6*		
Document	176	
Complainant Connell's Exhibit 7*		
Document	176	--
Complainant Connell's Exhibit 8*		
Document	176	--
Complainant Connell's Exhibit 9*		
Document	176	--
Complainant Connell's Exhibit 10*		
Document	176	--

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Connell's Exhibit 11		
Document	176	178
Complainant Connell's Exhibit 12		
Document	176	--
Complainant Connell's Exhibit 13*		
Document	176	--
Complainant Dai's Exhibit		
Direct Testimony of		
Pingqi Dai	183	188
Complainant Dai's Exhibit		
Rebuttal Testimony of		
Pingqi Dai	183	188
Complainant Dai's Exhibit 1		
Document	183	188

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Dai's Exhibit 2		
Document	183	188
Complainant Dai's Exhibit 3		
Document	183	188
Complainant Dai's Exhibit 4		
Document	183	188
Complainant Dai's Exhibit 5*		
Document	183	---
Complainant Dai's Exhibit 6*		
Document	183	188
Complainant Dai's Exhibit 7*		
Document	183	---
Complainant Dai's Exhibit 8*		
Document	183	---

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Dai's Exhibit 9*		
Document	183	---
Complainant Dai's Exhibit 10*		
Document	184	---
Complainant Dai's Exhibit 11*		
Document	184	---
Complainant Dai's Exhibit 12		
Document	184	188
Complainant Dai's Exhibit 13*		
Document	184	---
Complainant Walmer Exhibit		
Direct Testimony of		
Neal Walmer	189	194

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Walmer Exhibit Rebuttal Testimony of Neal Walmer	189	194
Complainant Walmer Exhibit 1 Document	189	194
Complainant Walmer Exhibit 2 Document	189	194
Complainant Walmer Exhibit 3 Document	184	194
Complainant Walmer Exhibit 4 Document	190	194
Complainant Walmer Exhibit 5* Document	---	---
Complainant Walmer Exhibit 6* Document	190	194

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Walmer Exhibit 7*		
Document	190	---
Complainant Walmer Exhibit 8*		
Document	190	---
Complainant Walmer Exhibit 9*		
Document	190	---
Complainant Walmer Exhibit 10*		
Document	190	---
Complainant Walmer Exhibit 11*		
Document	190	---
Complainant Walmer Exhibit 12		
Document	190	194
Complainant Walmer Exhibit 13*		
Document	190	---

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Marino Exhibit Direct Testimony of Michael Marino	199	199
Complainant Marino Exhibit Rebuttal Testimony of Michael Marino	199	199
Complainant Marino Exhibit 1 Document	199	199
Complainant Marino Exhibit 2 Document	199	199
Complainant Marino Exhibit 3 Document	200	200
Complainant Marino Exhibit 4 Document	200	200

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Marino Exhibit 5*		
Document	200	200
Complainant Marino Exhibit 6*		
Document	200	200
Complainant Marino Exhibit 7		
Document	200	200
Complainant Marino Exhibit 8*		
Document	200	---
Complainant Marino Exhibit 9*		
Document	200	---
Complainant Marino Exhibit 10*		
Document	200	---
Complainant Marino Exhibit 11*		
Document	200	---

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Marino Exhibit 12		
Document	200	---
Complainant Marino Exhibit 13*		
Document	200	---
Complainant Bryant Exhibit		
Direct Testimony of		
Samantha Bryant	202	204
Complainant Bryant Exhibit		
Rebuttal Testimony of		
Samantha Bryant	202	205
Complainant Bryant Exhibit 1		
Document	202	205
Complainant Bryant Exhibit 2		
Document	202	205

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Bryant Exhibit 3		
Document	202	205
Complainant Bryant Exhibit 4		
Document	202	205
Complainant Bryant Exhibit 5*		
Document	202	205
Complainant Bryant Exhibit 6*		
Document	202	205
Complainant Bryant Exhibit 7*		
Document	202	---
Complainant Bryant Exhibit 8*		
Document	203	---
Complainant Bryant Exhibit 9*		
Document	203	---

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Bryant Exhibit 10*		
Document	203	---
Complainant Bryant Exhibit 11*		
Document	203	---
Complainant Bryant Exhibit 12		
Document	203	205
Complainant Bryant Exhibit 13*		
Document	203	---
Complainant Kramer Exhibit		
Direct Testimony of		
Michael David Kramer	206	210
Complainant Kramer Exhibit		
Rebuttal Testimony of		
Michael David Kramer	206	210

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Kramer Exhibit 1		
Document	206	210
Complainant Kramer Exhibit 2		
Document	207	210
Complainant Kramer Exhibit 3		
Document	207	210
Complainant Kramer Exhibit 4		
Document	207	210
Complainant Kramer Exhibit 5*		
Document	207	211
Complainant Kramer Exhibit 6*		
Document	207	211
Complainant Kramer Exhibit 7*		
Document	207	---

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Kramer Exhibit 8*		
Document	207	---
Complainant Kramer Exhibit 9*		
Document	207	---
Complainant Kramer Exhibit 10*		
Document	207	---
Complainant Kramer Exhibit 11*		
Document	207	---
Complainant Kramer Exhibit 12		
Document	207	211
Complainant Kramer Exhibit 13*		
Document	207	---
Complainant Krasinski Exhibit		
Direct Testimony of		
Stanley Krasinski	212	216

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Krasinski Exhibit Rebuttal Testimony of Stanley Krasinski	212	216
Complainant Krasinski Exhibit 1 Document	212	216
Complainant Krasinski Exhibit 2 Document	212	216
Complainant Krasinski Exhibit 3 Document	212	217
Complainant Krasinski Exhibit 4 Document	213	217
Complainant Krasinski Exhibit 5* Document	213	217
Complainant Krasinski Exhibit 6* Document	213	217

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Krasinski Exhibit 7*		
Document	213	---
Complainant Krasinski Exhibit 8*		
Document	213	---
Complainant Krasinski Exhibit 9*		
Document	213	---
Complainant Krasinski Exhibit 10*		
Document	213	---
Complainant Krasinski Exhibit 11*		
Document	213	---
Complainant Krasinski Exhibit 12		
Document	213	217
Complainant Krasinski Exhibit 13*		
Document	213	---

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Freiberg Exhibit Direct Testimony of Andrew Freiberg	218	221
Complainant Freiberg Exhibit Rebuttal Testimony of Andrew Freiberg	218	221
Complainant Freiberg Exhibit 1 Document	218	221
Complainant Freiberg Exhibit 2 Document	218	221
Complainant Freiberg Exhibit 3 Document	218	222
Complainant Freiberg Exhibit 4 Document	219	222

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Freiberg Exhibit 5*		
Document	219	222
Complainant Freiberg Exhibit 6*		
Document	219	222
Complainant Freiberg Exhibit 7*		
Document	219	---
Complainant Freiberg Exhibit 8		
Document	219	222
Complainant Freiberg Exhibit 9*		
Document	219	---
Complainant Freiberg Exhibit 10*		
Document	219	---
Complainant Freiberg Exhibit 11*		
Document	219	---

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Freiberg Exhibit 12		
Document	219	---
Complainant Freiberg Exhibit 13*		
Document	219	---
Complainant Florio Exhibit Direct Testimony of Michael Florio	226	231
Complainant Florio Exhibit Rebuttal Testimony of Michael Florio	226	231
Complainant Florio Exhibit 1		
Document	226	232
Complainant Florio Exhibit 2		
Document	226	232

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Florio Exhibit 3		
Document	227	232
Complainant Florio Exhibit 4		
Document	227	232
Complainant Florio Exhibit 5*		
Document	227	232
Complainant Florio Exhibit 6*		
Document	227	232
Complainant Florio Exhibit 7*		
Document	227	---
Complainant Florio Exhibit 8*		
Document	227	---
Complainant Florio Exhibit 9*		
Document	227	---

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Florio Exhibit 10*		
Document	227	---
Complainant Florio Exhibit 11*		
Document	227	---
Complainant Florio Exhibit 12		
Document	227	232
Complainant Florio Exhibit 13*		
Document	227	---
Complainant Fedash Exhibit		
Direct Testimony of		
Michael Fedash	233	236
Complainant Fedash Exhibit		
Rebuttal Testimony of		
Michael Fedash	233	236

*Exhibit excluded from testimony

Complainant Fedash Exhibit 1			
	Document	234	236
Complainant Fedash Exhibit 2			
	Document	234	236
Complainant Fedash Exhibit 3			
	Document	234	236
Complainant Fedash Exhibit 4			
	Document	234	237
Complainant Fedash Exhibit 5*			
	Document	234	237
Complainant Fedash Exhibit 6*			
	Document	234	237
Complainant Fedash Exhibit 7*			
	Document	234	---
Complainant Fedash Exhibit 8*			
	Document	234	---
Complainant Fedash Exhibit 9*			
	Document	234	---
Complainant Fedash Exhibit 10*			
	Document	234	---
Complainant Fedash Exhibit 11*			
	Document	234	---
Complainant Fedash Exhibit 12			
	Document	234	237

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Fedash Exhibit 13*		
Document	235	---
Complainant Troutman Exhibit		
Direct Testimony of		
Tracy Troutman	238	243
Complainant Troutman Exhibit		
Rebuttal Testimony of		
Tracy Troutman	238	243
Complainant Troutman Exhibit 1		
Document	238	243
Complainant Troutman Exhibit 2		
Document	238	243
Complainant Troutman Exhibit 3		
Document	238	243

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Troutman Exhibit 4		
Document	238	243
Complainant Troutman Exhibit 5*		
Document	238	243
Complainant Troutman Exhibit 6*		
Document	239	244
Complainant Troutman Exhibit 7*		
Document	239	---
Complainant Troutman Exhibit 8*		
Document	239	---
Complainant Troutman Exhibit 9*		
Document	239	---
Complainant Troutman Exhibit 10*		
Document	239	---

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Complainant Troutman Exhibit 11*		
Document	239	---
Complainant Troutman Exhibit 12		
Document	239	244
Complainant Troutman Exhibit 13*		
Document	239	---
Respondent Exhibit MAIT Statement 1		
Direct Testimony of		
Kevin Irvine	252	257
Respondent Exhibit MAIT 1		
Map	252	257
Respondent Exhibit MIAT 2		
Overhead Google Image	252	257

*Exhibit excluded from testimony

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Respondent Exhibit MAIT Statement 1R Rebuttal Testimony of Kevin Irvine	253	257
Respondent Exhibit MAIT 3 Curriculum Vitae of Kevin Irvine	253	257
Respondent Met Ed's Exhibit 1 Direct Testimony of Michael Espinoza	319	323
Respondent Met Ed's Proposed Exhibit 1 Document	319	323

INDEX TO EXHIBITS (cont.)

Docket No. C-2021-3028464, C-2021-3028278, C-2021-3028416, C-2021-3028211, C-2021-3028346, C-2021-3028286, C-2021-3028283, C-2021-3028314, C-2021-3028414, C-2021-3028418, C-2022-3030530, C-2021-3028302, C-2021-3028186, C-2021-3028348, C-2021-3028627

Hearing Date: December 14, 2022

NUMBER	FOR IDENTIFICATION	IN EVIDENCE
Respondent Met Ed's Propsed Exhibit 2		
Document	319	323
Respondent Met Ed's Exhibit Statement Number 1-R		
Rebuttal Testimony of Michael Espinoza	319	323

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028278
Rebecca Walizer v. Metropolitan Edison Company
Mid-Atlantic Interstate Transmission, LLC
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of myself, the Complainant, Rebecca Walizer regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Rebecca Walizer

Cc: Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re Docket No. C-2021-3028278
Rebecca Walizer v. Metropolitan Edison Company
Mid-Atlantic Interstate Transmission, LLC
Direct Testimony and Exhibits

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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

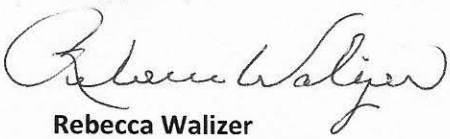
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact me.

Truly yours,



Rebecca Walizer
E-Mail: Rswalizer79@comcast.net
Phone: 717-580-0101

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Rebecca Walizer	:	
	:	
v.	:	**Docket No. C-2021-3028278**
	:	
Metropolitan Edison Company	:	
Mid-Atlantic Interstate Transmission, LLC	:	:
	:	
	:	
	:	

Direct Testimony and Exhibits of

Rebecca Walizer

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF REBECCA WALIZER

Introduction and Context

Q. Rebecca Walizer, please state your names and briefly describe your background.

A. My name is Rebecca Walizer. My husband and I had our home built in The Meadows of Hershey development in 1995. I was a registered nurse and did most of my practice within the adult critical care units at the Hershey Medical Center. I occupied much of my adult life supporting my husband in his career as an insurance and financial advisor and raising our four children. I volunteered countless hours within the schools and within our church. Currently, I am a very busy daughter and daughter-in-law spending countless hours with a mother suffering from middle stages of dementia and a mother-in-law suffering from the later stages of Alzheimer's disease. Helping others in time of need has always been paramount in my life and remains so.

Q. Please describe your interest in this matter.

A. This began when it was brought to the attention of the entire homeowner's association during a meeting in April 2021. One of the homeowners announced that the transmission line was being replaced and he was very concerned about the guy wires scheduled to be placed in his yard and in the yard of his next-door neighbor. A couple of months later, a distraught neighbor who lives on the opposite corner of my street came knocking at my door pleading for some assistance because a new transmission line was going to be put in what she said was in the middle of her back yard. I felt compassion for her and I offered to assist her as best I could to get this issue resolved.

I did reach out to Ray Lilliston, Sr. Right of Way agent for FirstEnergy. We exchanged communication many times. Ultimately, I was informed the guy wire situation was resolved (however, there were no documents sent to either neighbor with the confirmation of the change of plans) and that the pole/line placement in my neighbor's yard was being resolved. Later, my neighbor said she was still very unhappy with the suggested resolution. I had requested that a FirstEnergy representative contact me to discuss the plans hoping to get a better understanding of the reason to place the pole where they had planned. Despite several requests, no contact was made. I did feel if some questions were to have been answered at that time, it may have quieted the neighborhoods concerns. Nineteen out of thirty-one residents sent me emails about their dissatisfaction. Mr. Lilliston forwarded these to FirstEnergy. I believe there were 21 out of 39 households that submitted a formal complaint to the PUC. This complaint process is very time consuming and difficult. Some of those neighbors requested to close their case with no resolution. Nonetheless, here we are today, the remaining complainants, still trying to get some answers and obtain a positive resolution.

Please know, a year has passed and my own desires to have these lines placed underground have gained strength as I have learned much about both overhead and underground lines.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

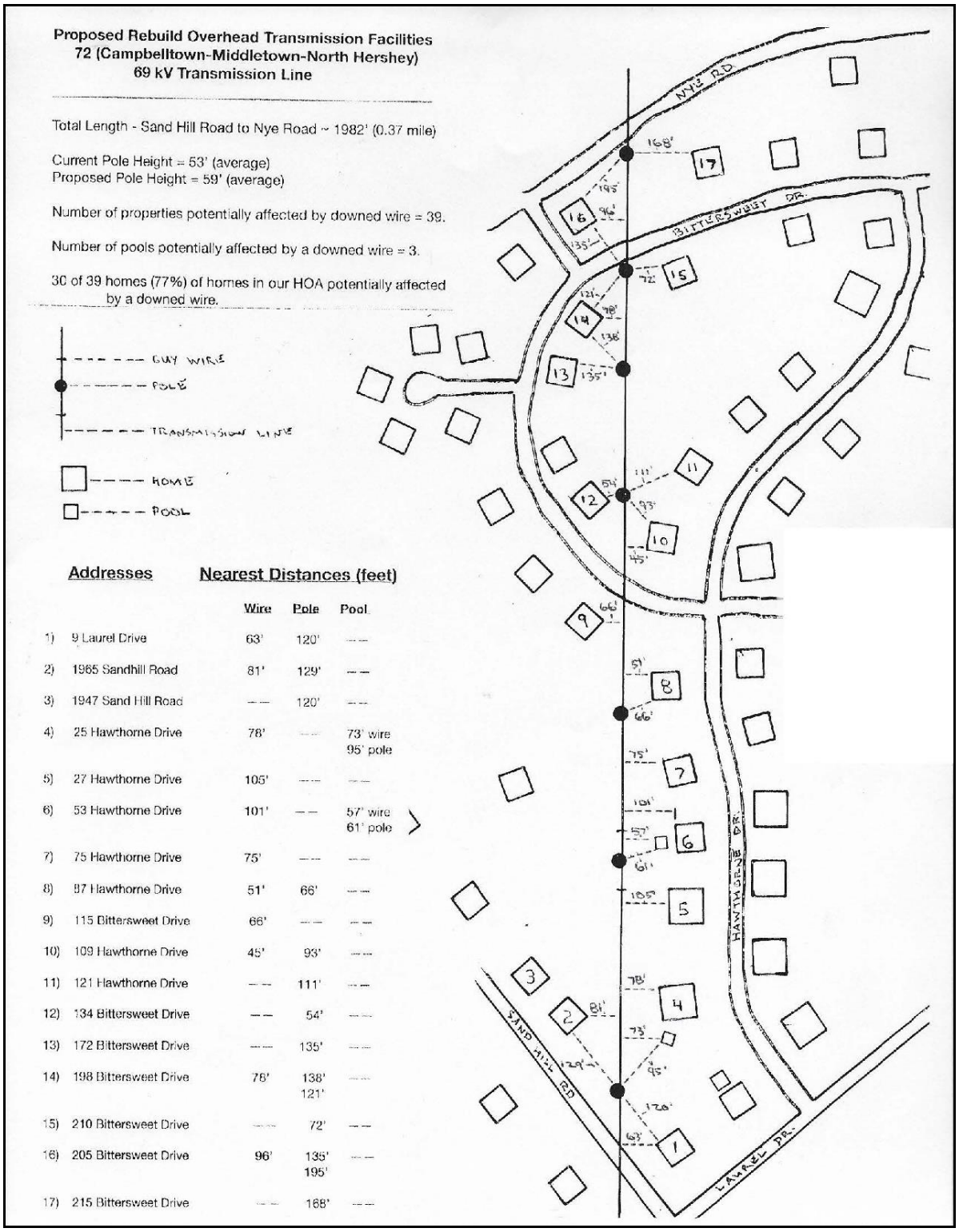


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

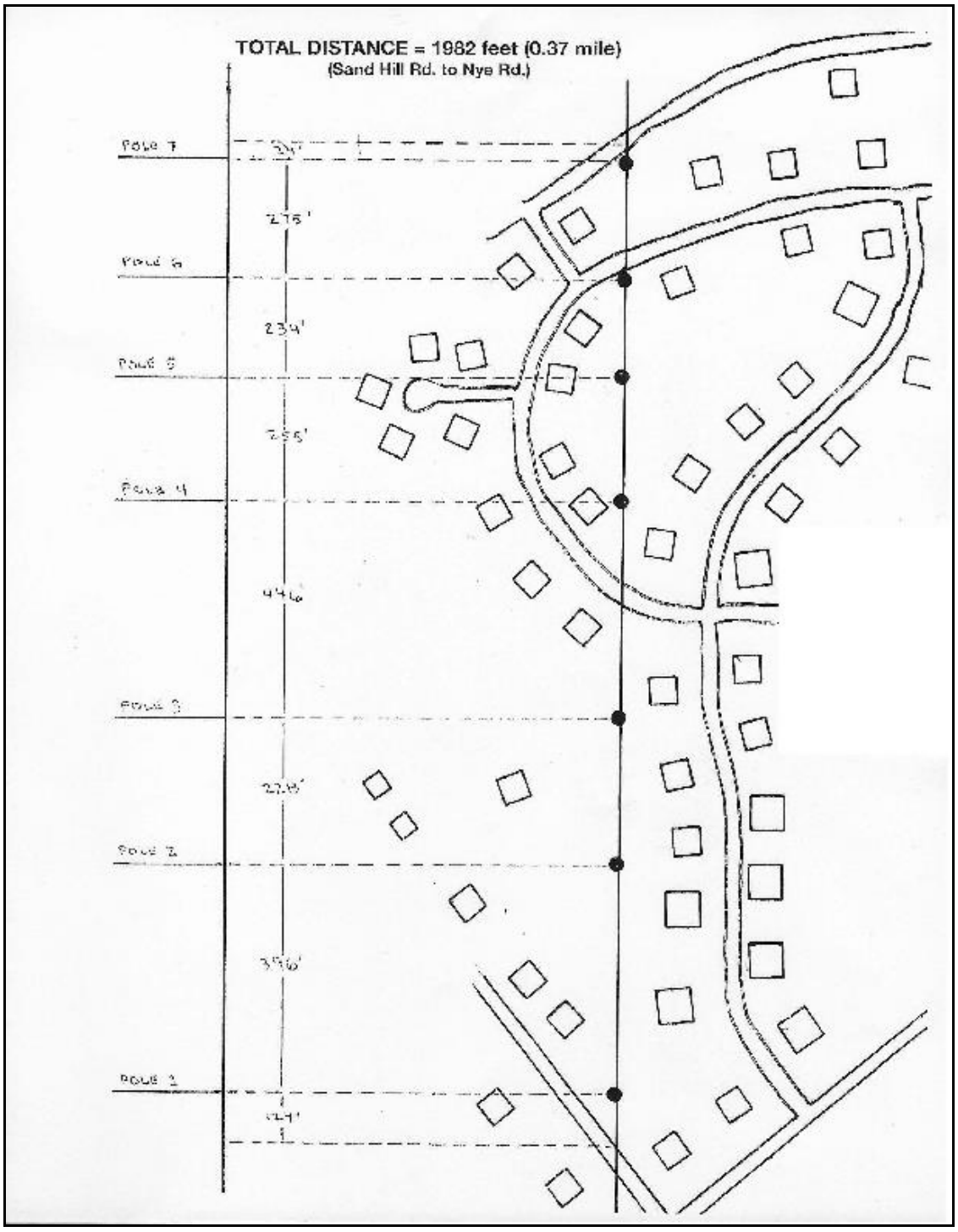
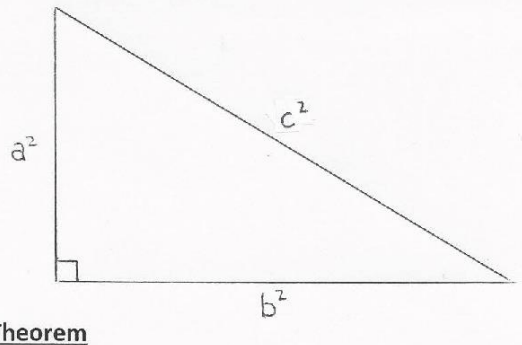


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

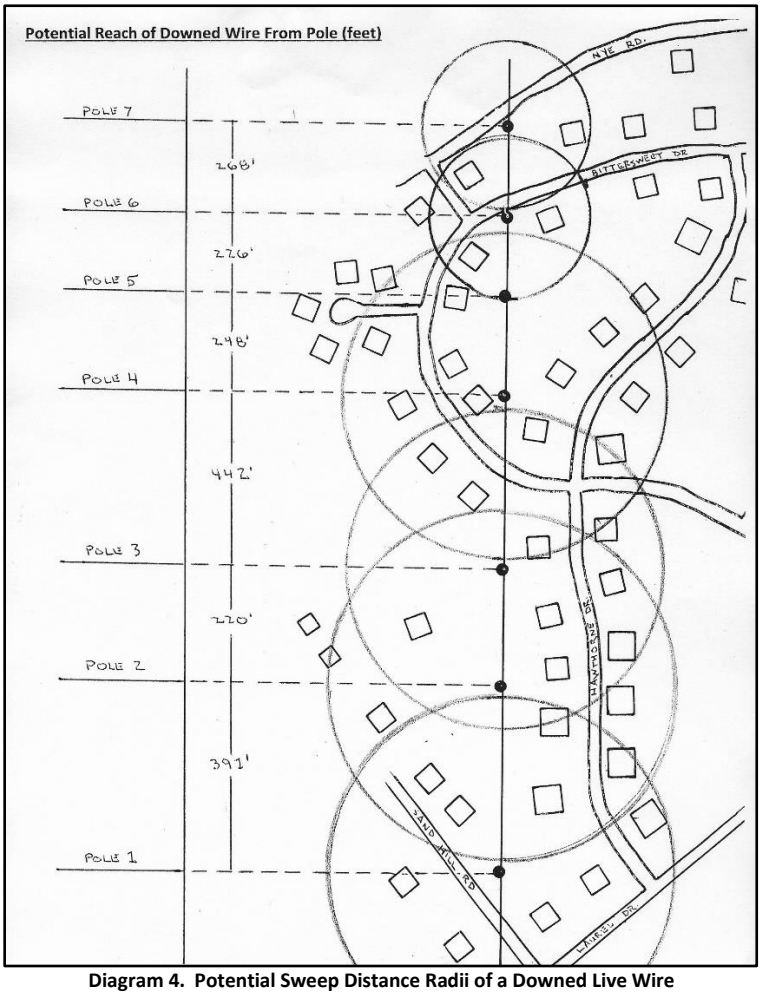


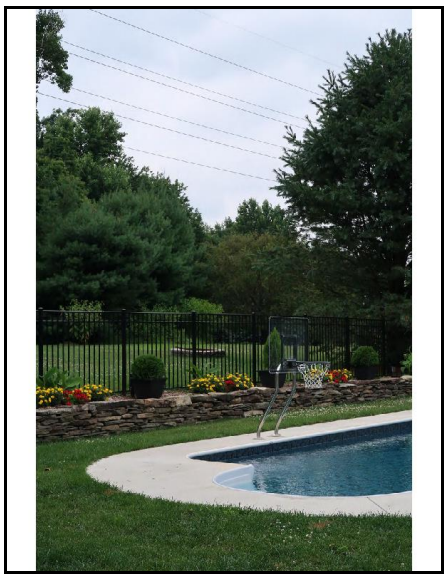
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

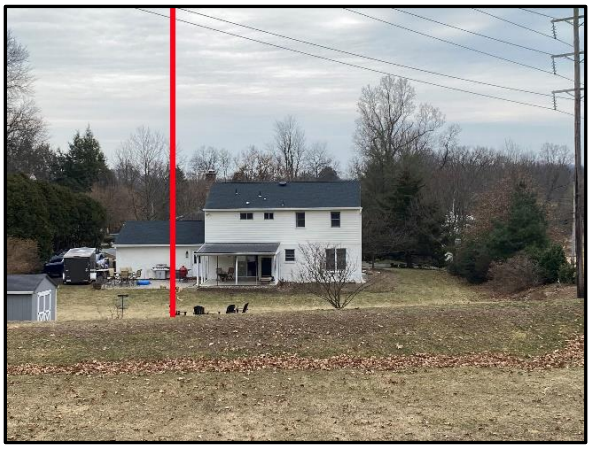
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

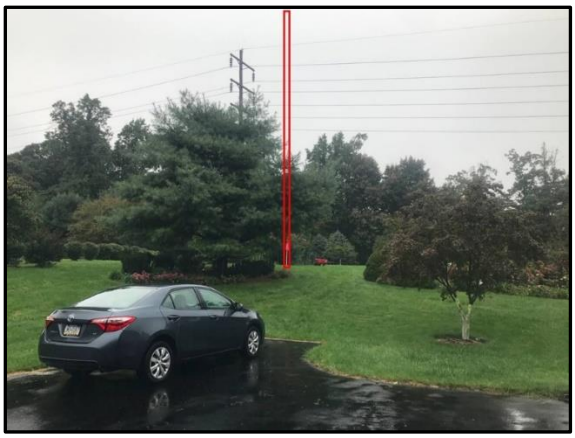




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

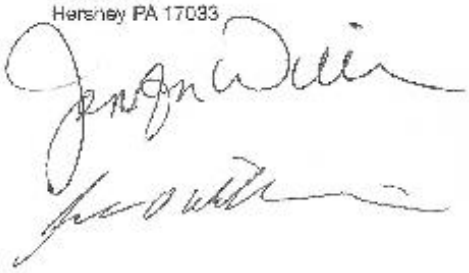
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

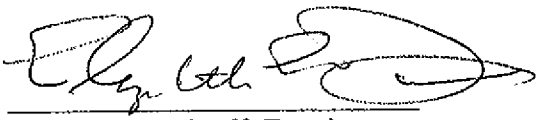
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

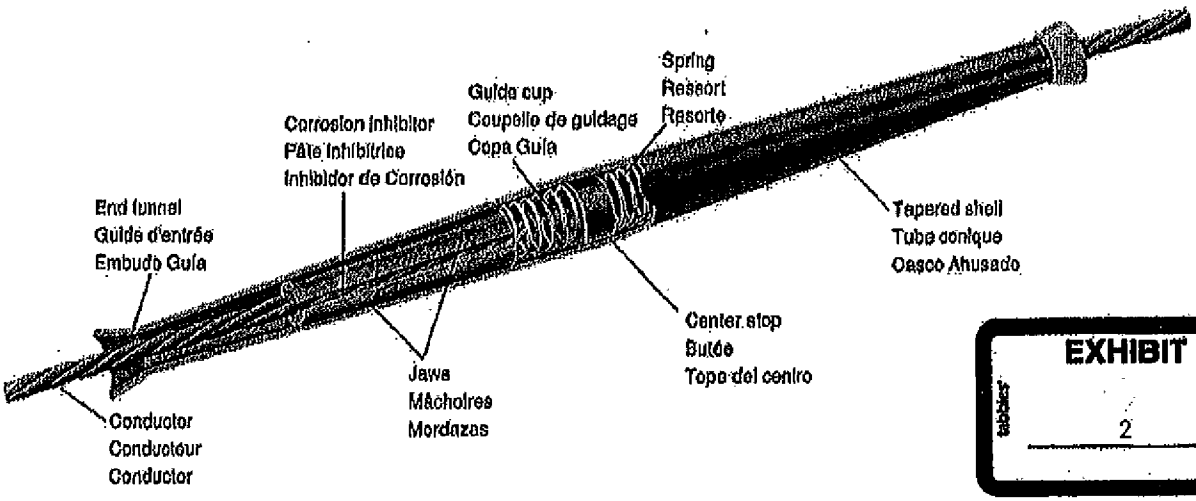


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

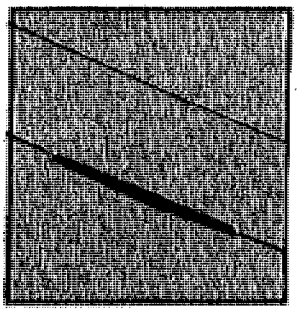
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

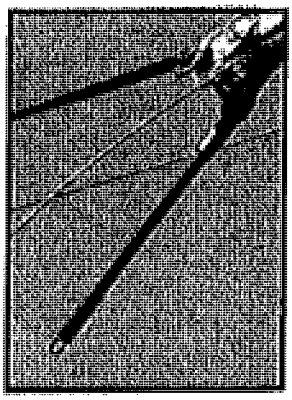
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

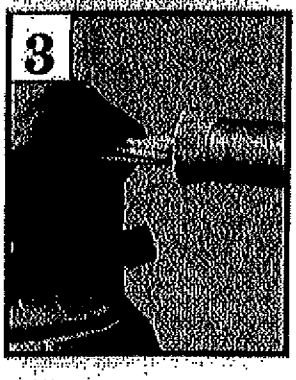
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

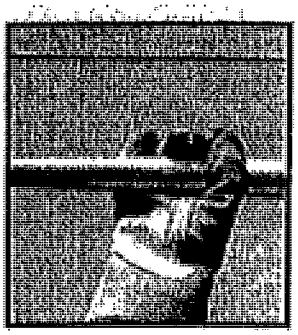
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5835	25.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 13, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028278, et al.

Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.

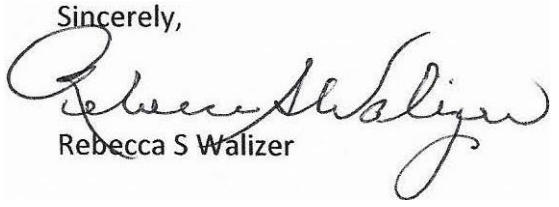
Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceedings.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Rebecca S Walizer

November 13, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Co., et al.
Rebuttal to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer

Stanley and Eileen Krasinski

Corey and Betty Rigberg

156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

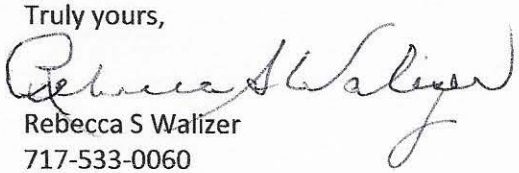
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact me.

Truly yours,



Rebecca S Walizer
717-533-0060

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Rebecca Walizer, et al.	:	
	:	
v.	:	**Docket No. C-2021-3028278, et al.**
	:	
Metropolitan Edison Company, et al.	:	
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by Rebecca Walizer

Date Submitted for the Record: November 13, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
    - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
    - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
    - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
        - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP…. Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

    As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these line**s**; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states "Under and subject to conditions and restrictions which now appear of record".

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents' DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains "our safety". Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of 'safety'. 'Safety' isn't defined. Further, Mr. Irvine states that this project is "consistent with current industry best practices". How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a 'best practice'?

'Best practices' evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn't have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the 'best practice' and soon all cars had them. Years later, the "best practice" evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028186
Debora N. Connell v. Metropolitan Edison Company and
Mid-Atlantic Interstate Transmission, LLC
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of myself, the complainant, Debora N. Connell regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Debora N. Connell 9/8/2022

Debora N. Connell

Cc: Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re: Docket Nos. C-2021-3028186, et al.
Debora N. Connell v. MET ED & MAIT, et al.
Direct Testimony and Exhibits

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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

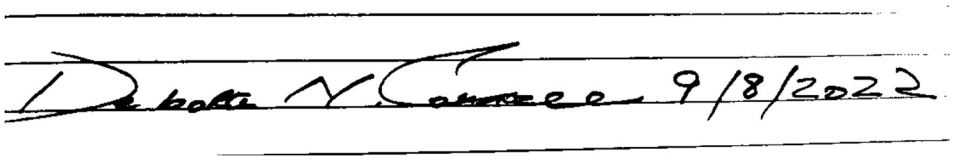
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact me.

Kindly,



Debora N. Connell
dconnell831@gmail.com
717-371-3394

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Debora N. Connell	**:**	
v.	**:**	**Docket No. C-2021-3028186**
	:	
METROPOLITAN EDISON CO.	**:**	
AND	**:**	
MID-ATLANTIC TRANSMISSION, LLC	**:**	

Direct Testimony and Exhibits of

Debora N. Connell

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF DEBORA N. CONNELL

Introduction and Context

Q. Debora N. Connell, please state your names and briefly describe your background.

A. **Debora N. Connell**: I moved here in 1992 with my family. My husband and I purchased our home, which was already built. The builder told us that the transmission lines would be put underground. No mention was made of replacing the poles, stabilizing wires, or poles that would eventually be 6' higher.

I am an educator: I have my Masters in Music Education. I earned my Bachelors of Music Education in 1977 from Fredonia State University, in New York State, and earned my Masters from Potsdam University, New York State, and Millersville University. I am employed at a nearby public school.

My husband, James E. Connell is no longer living. He was employed by AMP, inc./TYCO Electronics, as a Director of Marketing. He passed away in December, 2014. He had been retired for 2 years.

Q. Please describe your interest in this matter.

A. **I am appearing as a** complainant in this matter because I live in the Meadows and am active in the neighborhood where the replacement of overhead power lines and poles are being proposed. Currently, there is one transmission pole in my yard, with another being a few feet away, and tentatively moved into it. Of great concern are the stabilizing wires. Many of us: adults, children, pets walk & cross underneath these lines multiple times daily. The concept of an extra wire ('guy' wire / or stabilizing wire) jutting out onto the grass is a huge safety concern with children and pets walking/riding bikes on the sidewalk, which is very close to the current AND proposed pole. The proposed pole would be placed a few feet closer to the sidewalk - this is a dangerous idea, especially with the stabilizing wire. Pets and children alike could easily run up to these stabilizing wires, since it would be in such close proximity to the sidewalk. Also of great concern is the fact that instead of 6 wires, there would be 3, with greater amounts of voltage surging through each wire. More about this to follow later.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

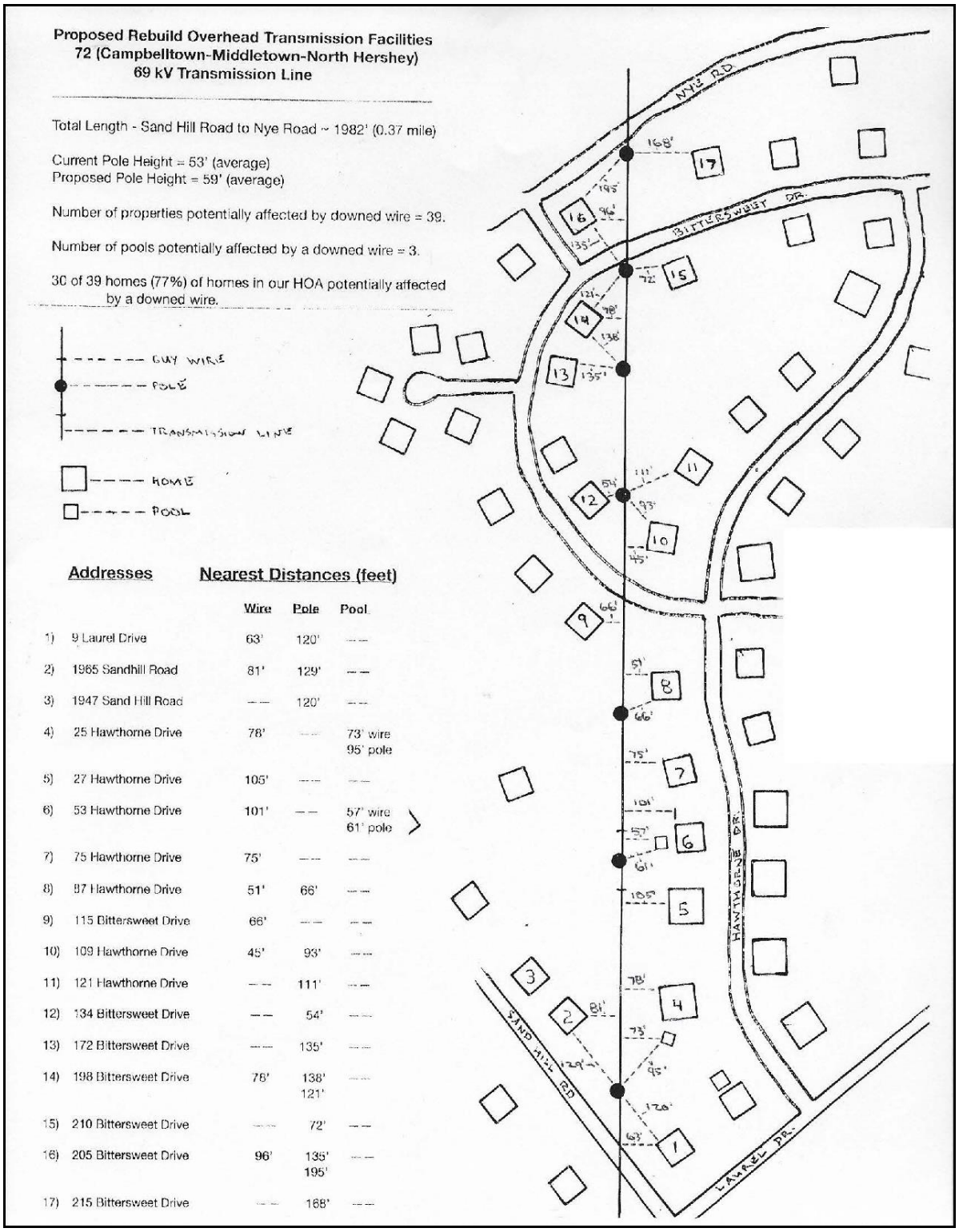


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

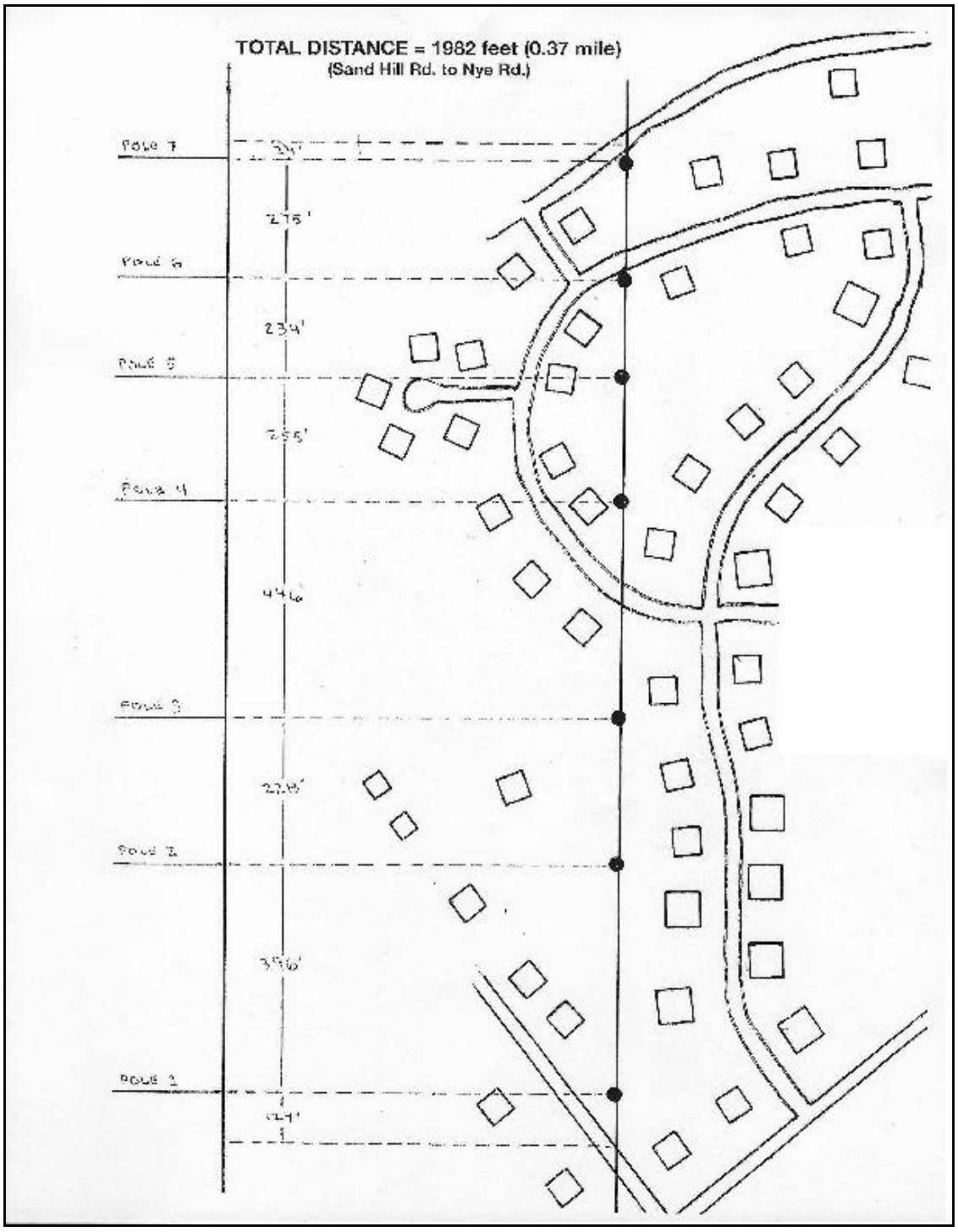
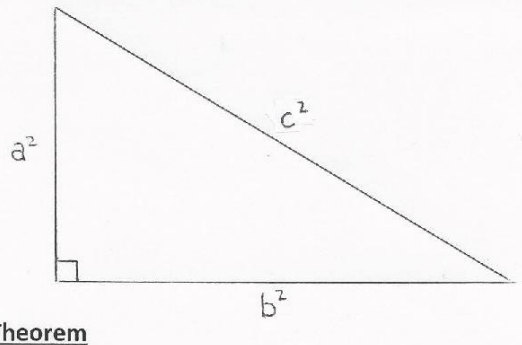


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

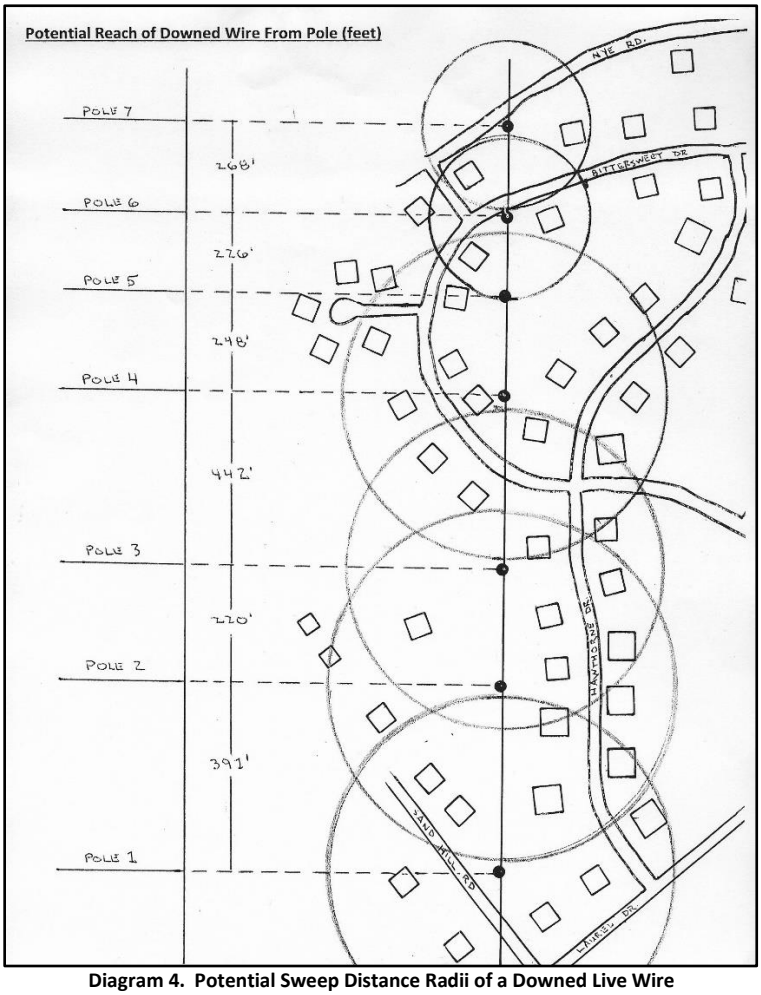


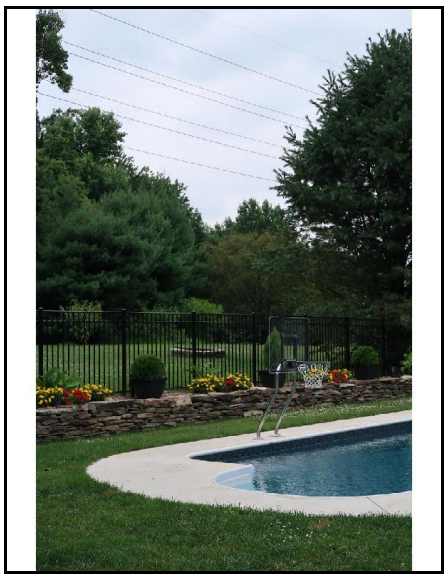
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

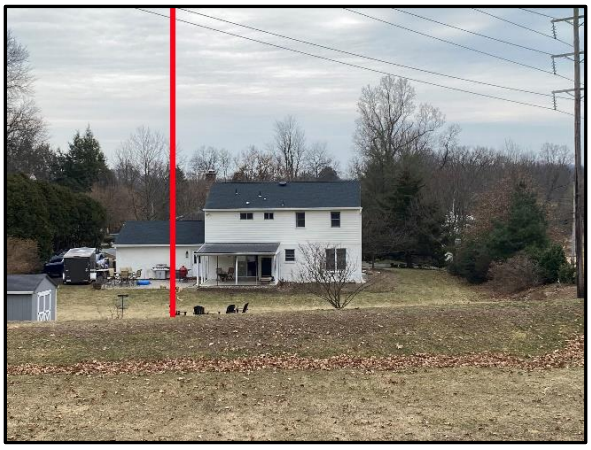
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

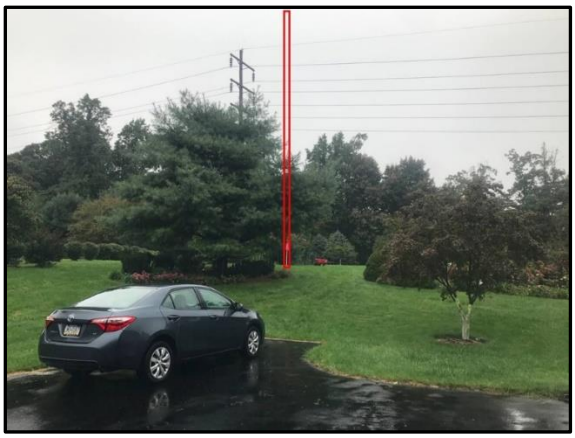




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

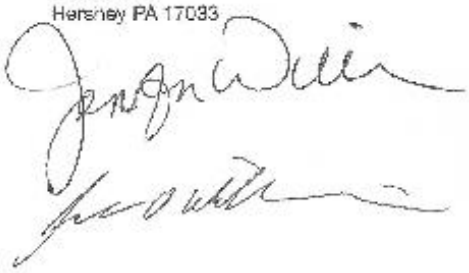
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

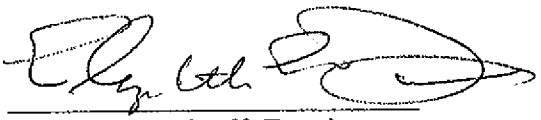
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

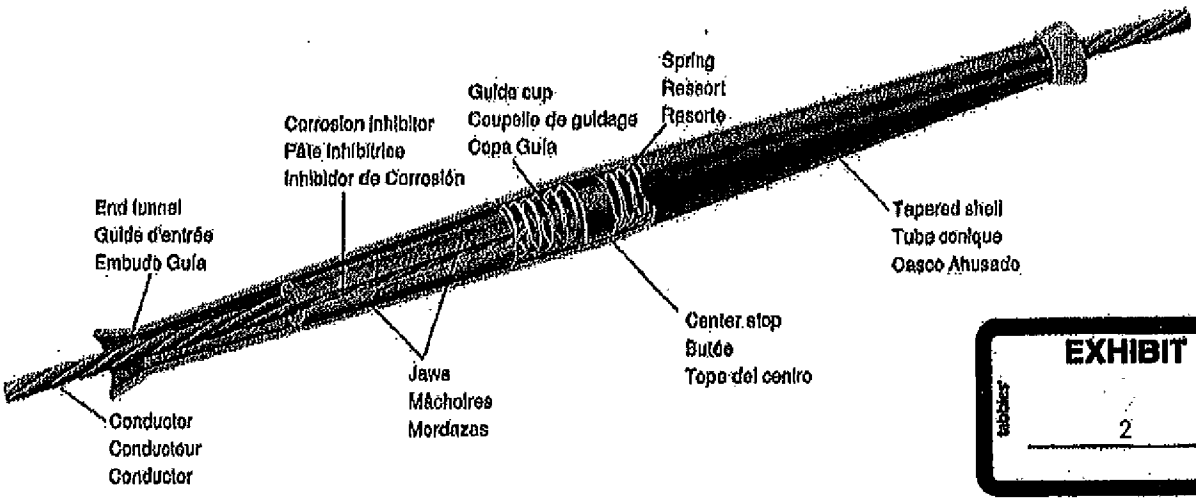


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

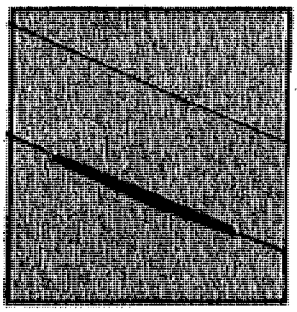
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

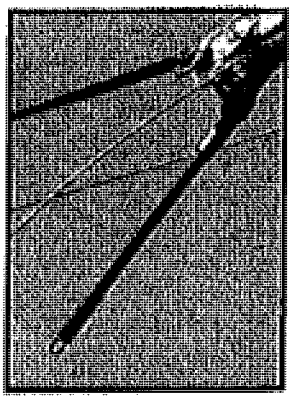
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

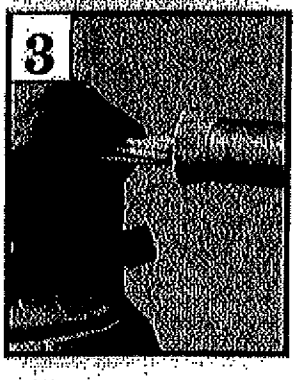
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

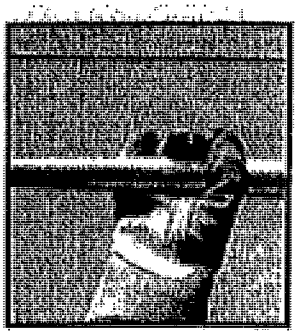
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5835	25.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

Debora N. Connell
198 Bittersweet Dr.
Hershey, PA. 17033

March 10, 2022

Dear PUC:

Regarding my witnessing of a recent occurrence of broken / power line(s.)

I was woken in the Summer of 2021 – during the middle of the night –
To the sound of 'lighting' & a sky filled with 'fireworks' this turned out to be a broken wire(s) that was lighting up the night sky and filling it with a massive amount of sparks. This was violent and loud enough to wake me from a sound sleep .

When I looked out of my window – I saw multitudes of sparks & 'fireballs' that litt p the sky the sound was quite loud – it sounded like explosions -
This happened because of a wire or more had snapped and was carrying massive amounts of electricity. I noticed the power company/utility company was out early the following morning, for repairs.

Thankfully this occurred in an area where there are NO HOMES. Had there been homes closeby, I am fearful of the safety certainly FIRE would be an imminent risk.

Respectfully,

Debora N. Connell

Debora N. Connell

Exhibit 11. Deborah Connell testimony

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 14, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C-2021- 3028186, et al.

Debora N Connell, et al. v. Metropolitan Edison Company, et al.

Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Debora N Connell

November 14, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028186, et al.
Debora N Connell, et al. v. Metropolitan Edison Co., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact me.

Truly yours,



Debora N Connell
717-371-3394

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Debora N Connell et al.	:	
	:	
v.	:	**Docket No. C-2021-3028186, et al.**
	:	
Metropolitan Edison Company, et al.	:	
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by
Debora N Connell

Date Submitted for the Record: November 14, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
    - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
    - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
    - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
        - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP…. Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

    As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these line**s**; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states “Under and subject to conditions and restrictions which now appear of record”.

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents’ DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains “our safety”. Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of ‘safety’. ‘Safety’ isn’t defined. Further, Mr. Irvine states that this project is “consistent with current industry best practices”. How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a ‘best practice’?

‘Best practices’ evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn’t have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the ‘best practice’ and soon all cars had them. Years later, the “best practice” evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028302
Pingqi Dai v. Metropolitan Edison Company
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of myself, the Complainant, Pingqi Dai regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Pingqi Dai

Cc: Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re: Docket Nos. C-2021-3028302
Pingqi Dai v. Metropolitan Edison Company
Direct Testimony and Exhibits

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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

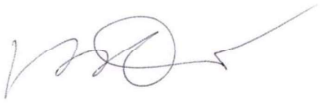
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact me.

Truly Yours,



Pingqi Dai
pdai1211@yahoo.com
717-571-1313

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pingqi Dai	**:**	
	:	
v.	**:**	**Docket No. C-2021-3028302**
	:	
METROPOLITAN EDISON CO.	**:**	

Direct Testimony and Exhibits of

Pingqi Dai

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF Pingqi Dai

Introduction and Context

Q. Pingqi Dai, please state you names and briefly describe your background.

A. My name is Pingqi Dai (Jenny). We bought our house in December of 2006 in the neighborhood called the "Meadows". I have lived here ever since.

I am an immigrant from China. I have a Bachelor and a Master's degree in chemistry in China. In 1988, I came to the US, the land of opportunity and the land of promise. I planned on pursuing my PhD degree in chemistry at the University of California at Davis. After graduation, I worked in several places including Eli Lilly Pharmaceutical Company in Indiana and Penn State University Hershey Medical Center as a researcher. Now, I work at home as an independent financial consultant and also as an independent Medical and Medicare broker.

Q. Please describe your interest in this matter.

A. I am appearing as a Complainant in this matter since I have transmission poles and overhead power lines in my backyard. Originally, the replacement of pole was proposed to be placed in a ridiculous position right in the middle of my backyard. That placement would make that pole just 50 feet away from my home. If it would be positioned there as they intended, I would be able to see that pole from every window at the rear of my home. It would be as if something was sticking on the tip of my nose. After several complaints to First Energy, the location of the replacement pole was going to be changed. The new position was to be on side of my house, rather than directly in the middle of my backyard; however, it would be about 10 feet closer to my home and would greet me every day as I pull into my driveway and become my new "center of attraction" in my yard. I never received written confirmation despite my request of this new pole placement. The decisions made by the power company could result in significantly affecting my quality of life, having adverse impact on my mental and physical health, and also could incidentally reduce my property value. I strongly suggest that the power lines be placed underground.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

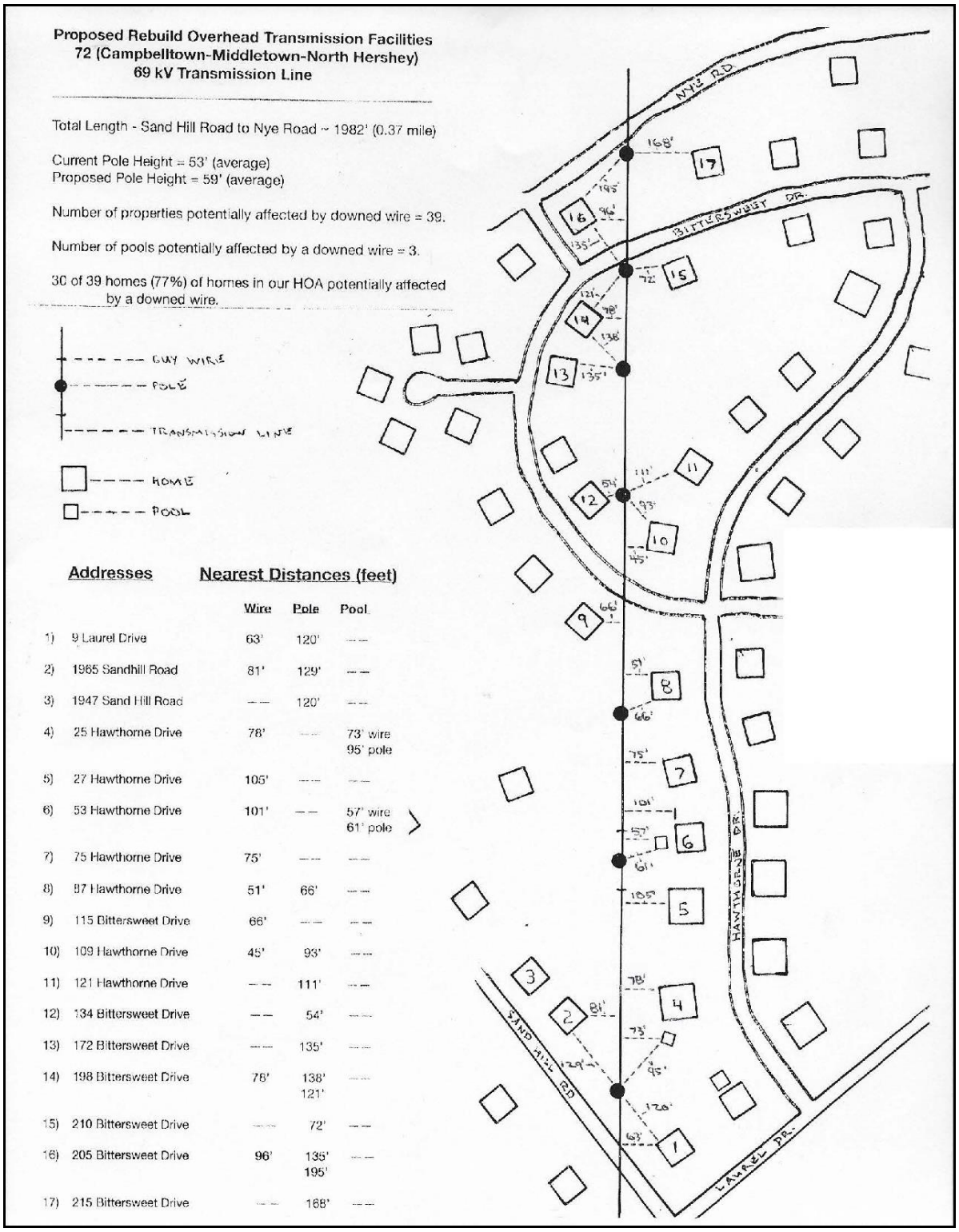


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

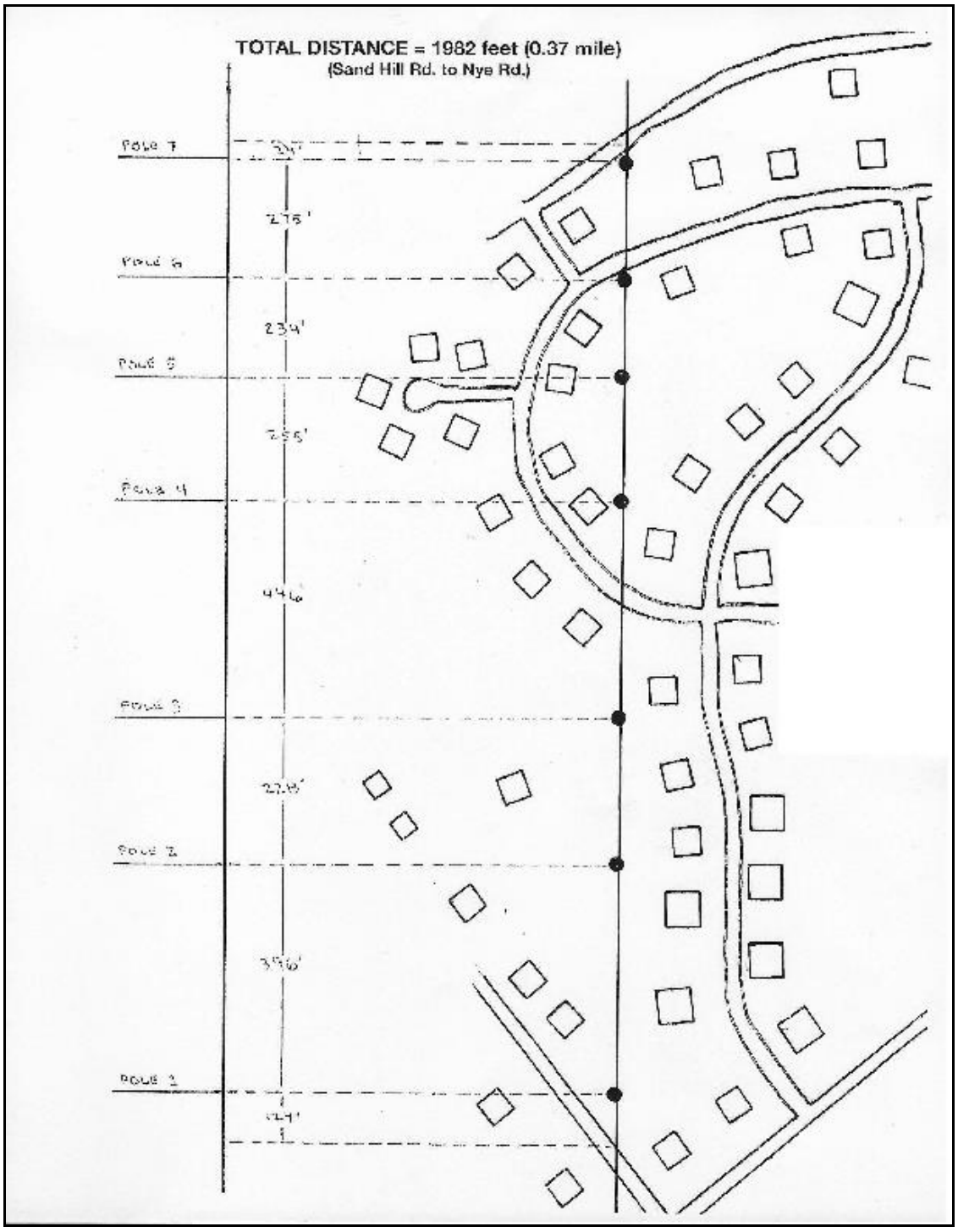
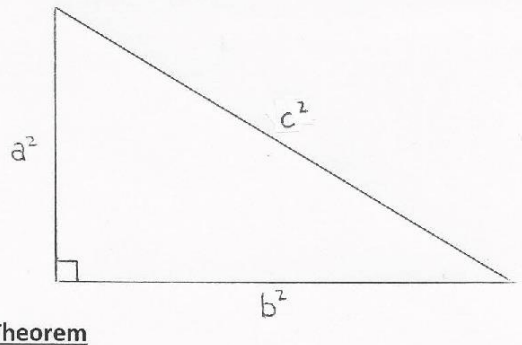


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

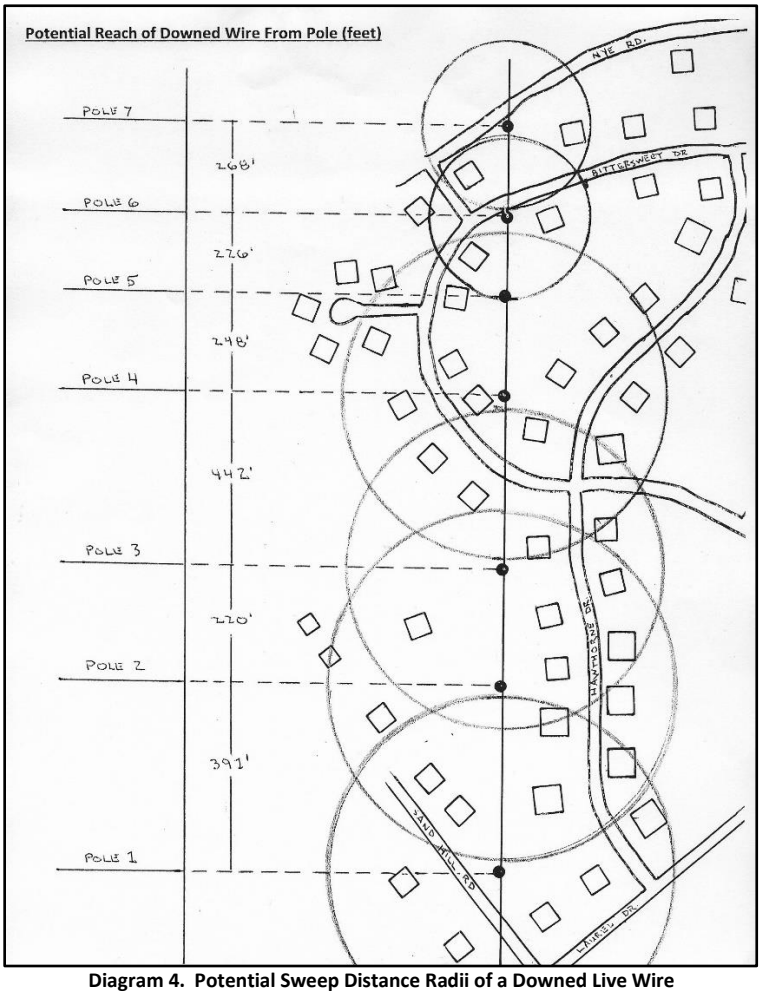


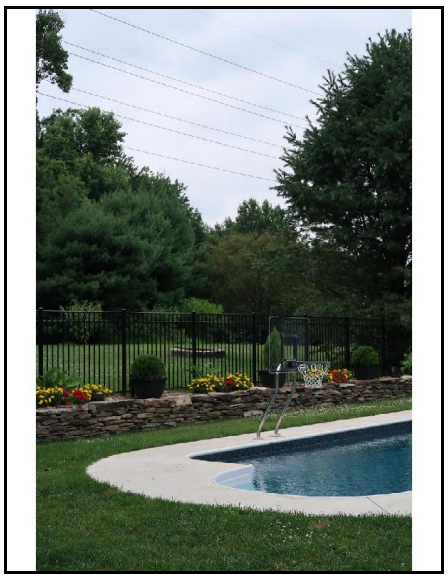
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

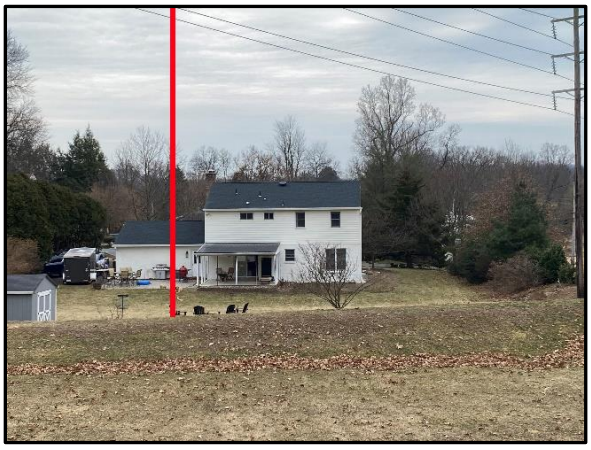
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

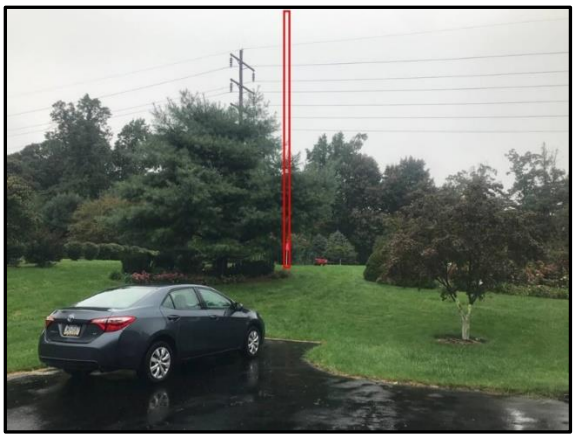




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

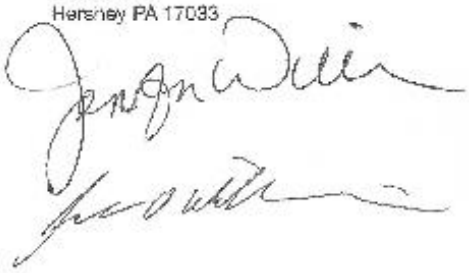
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

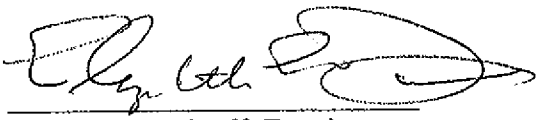
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

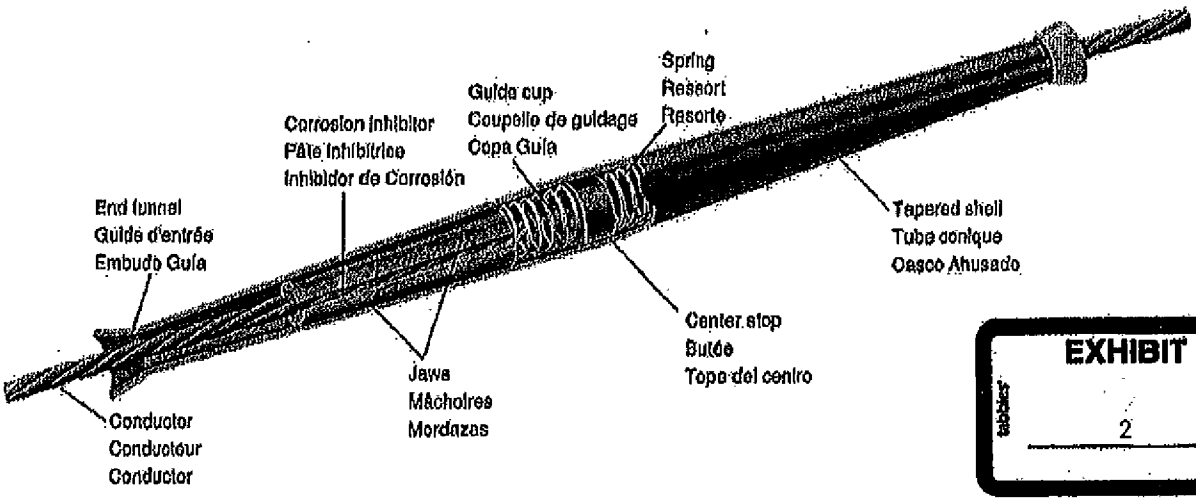


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

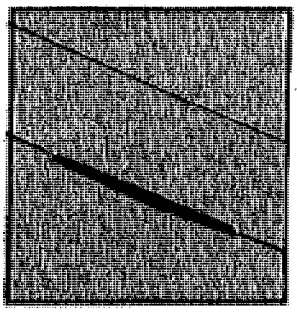
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

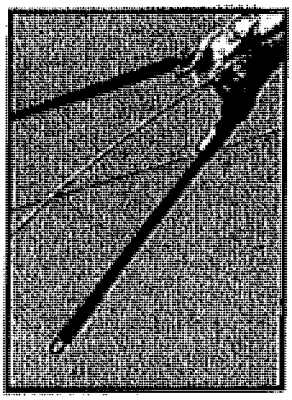
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

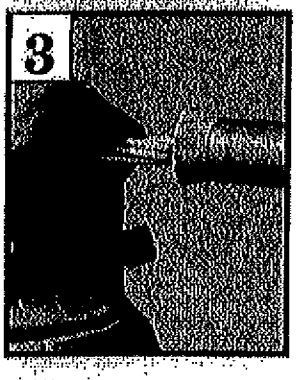
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

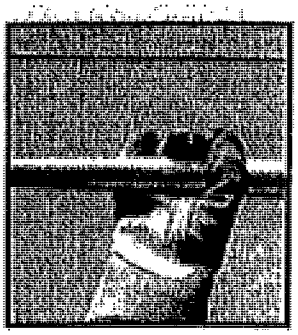
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5835	25.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 13, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028302, et al.

Pingqi Dai, et al. v. Metropolitan Edison Company, et al.

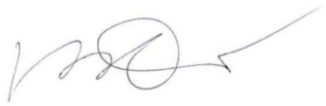
Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Pingqi Dai

November 13, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028302, et al.
Pingqi Dai, et al. v. Metropolitan Edison Co., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

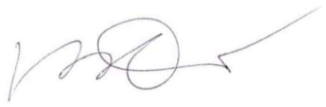
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact me.

Truly yours,



Pingqi Dai
717-571-1313

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGOI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Pingqi Dai, et al.	:	
	:	
v.	:	**Docket No. C-2021-3028302, et al.**
	:	
Metropolitan Edison Company, et al.	:	
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by
Pingqi Dai

Date Submitted for the Record: November 13, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
    - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
    - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
    - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
        - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP…. Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

    As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these line**s**; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states "Under and subject to conditions and restrictions which now appear of record".

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents' DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains "our safety". Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of 'safety'. 'Safety' isn't defined. Further, Mr. Irvine states that this project is "consistent with current industry best practices". How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a 'best practice'?

'Best practices' evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn't have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the 'best practice' and soon all cars had them. Years later, the "best practice" evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028416
Neal Walmer v. Metropolitan Edison Company, Mid-Atlantic Interstate Transmission, LLC
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of myself, the Complainant, Neal Walmer, regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Neal Walmer

Cc: Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028416
Neal Walmer v. Metropolitan Edison Company, Mid-Atlantic Interstate Transmission, LLC

Direct Testimony and Exhibits

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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

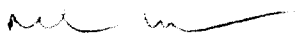
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact me.

Truly yours,



Neal Walmer
E-Mail: Neal.walmer1@gmail.com
Phone: 717-805-4970

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Neal Walmer	:	
	:	
v.	:	Docket No. C-2021-3028416
	:	
Metropolitan Edison Company	:	
And	:	
Mid-Atlantic Interstate Transmission, LLC	:	

Direct Testimony and Exhibits of

Neal Walmer

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF Neal Walmer

Introduction and Context

Q. Mr. Walmer, please state your names and briefly describe your background.

A. My name is Neal Walmer. I am currently retired. After earning a BS in Biology from Elizabethtown College, I was employed by Hershey Chocolate Company for approximately ten years in various scientific roles within the departments of Quality Assurance and The Office of Regulatory Affairs. After receiving a Masters Degree in Physical Therapy from Hahnemann University, I was employed for approximately thirty years in various acute care, rehabilitation, and hoe care settings. I have no experience in the electricity transmission industry but my education and employment experience has given me some reasonable ability to read and digest scientific study and analyze scientific data.

Q. Please describe your interest in this matter.

I am a complainant in this matter. I reside at 230 Sawleaf Circle, Hershey, PA in The Meadows neighborhood where this proposed transmission line is placed. Although this line and easement do not directly cross or abut my property, my wife and I are very active in the neighborhood and must necessarily pass beneath this transmission line multiple times daily either while on walks, interacting in neighborhood activities, or driving in and out of our neighborhood.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

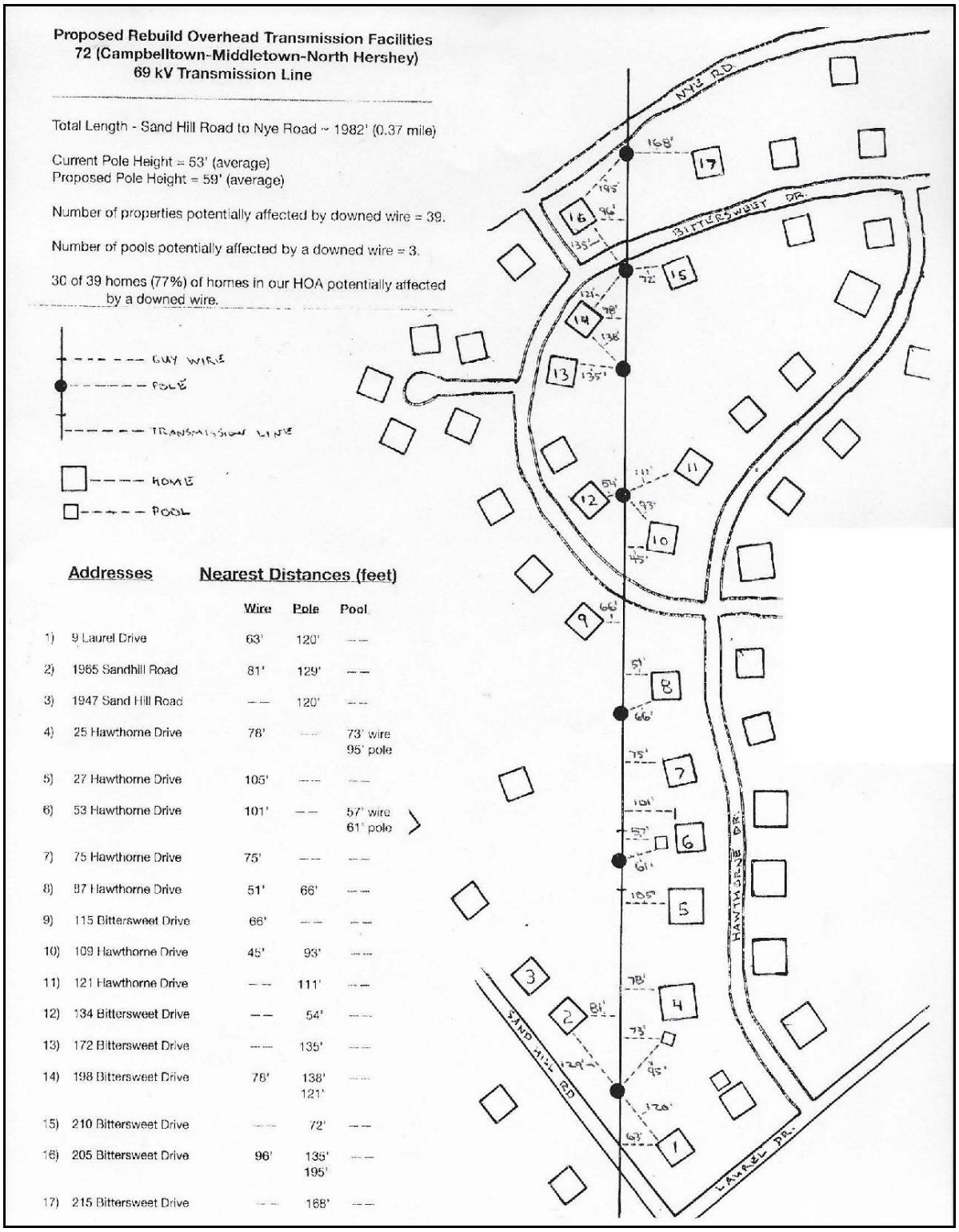


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

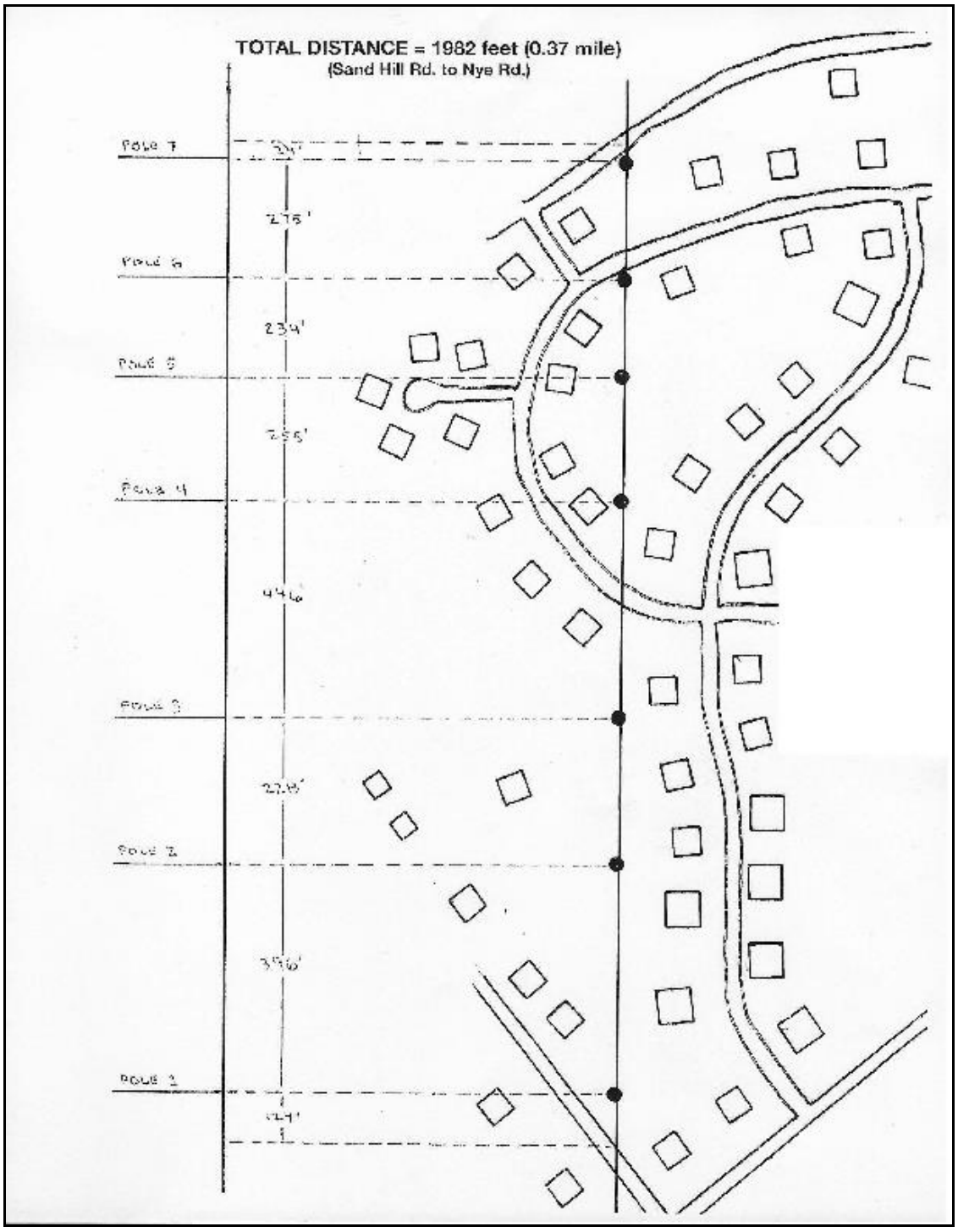
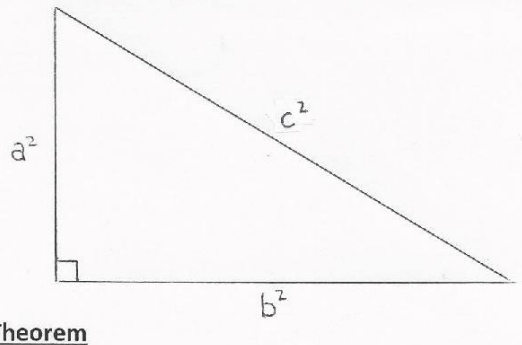


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

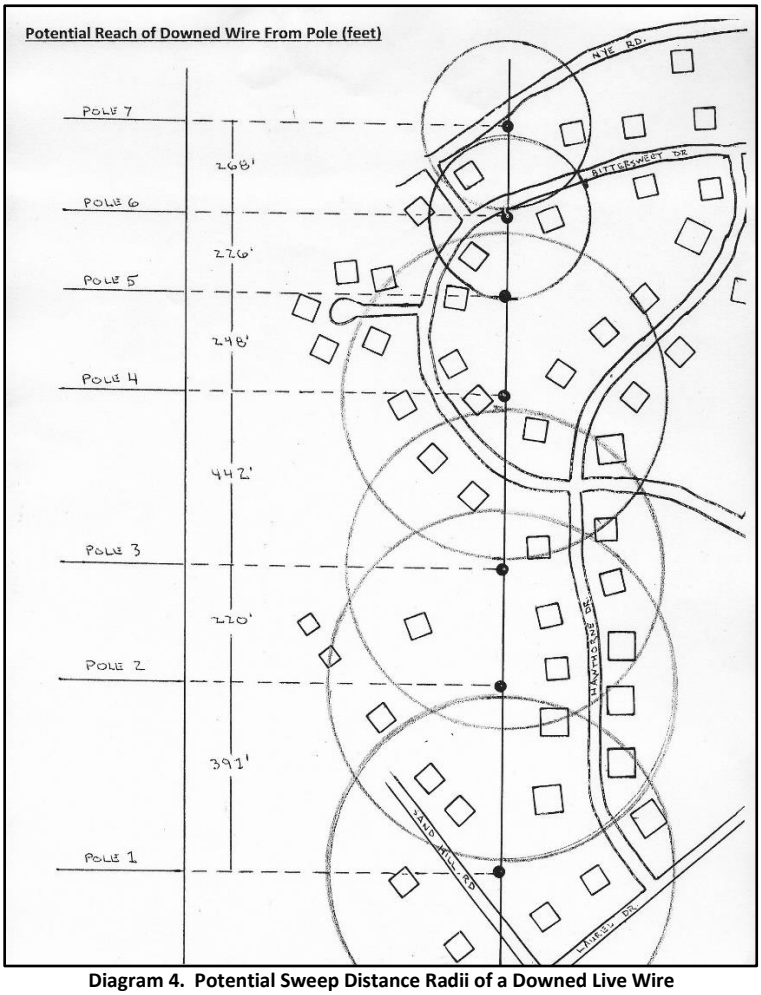


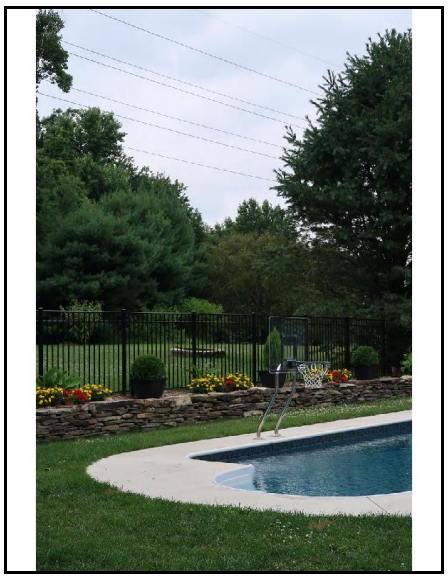
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

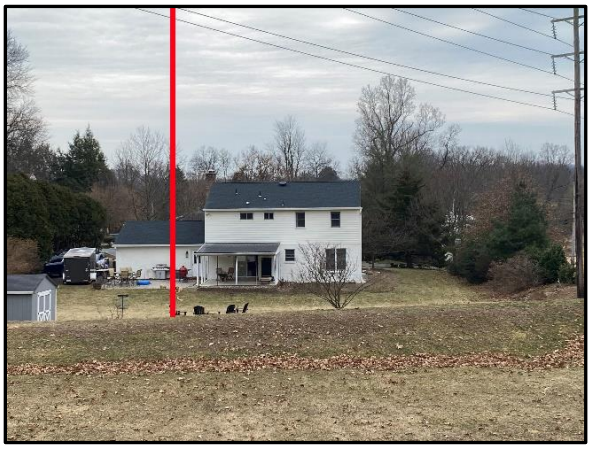
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

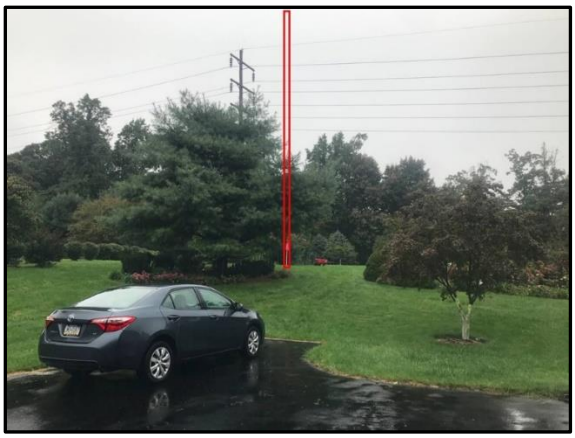




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

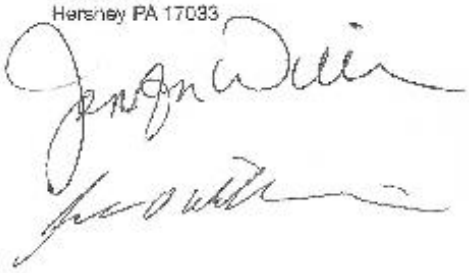
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

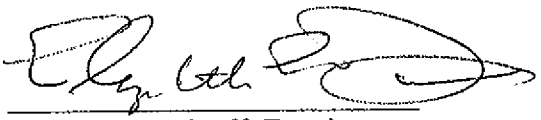
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

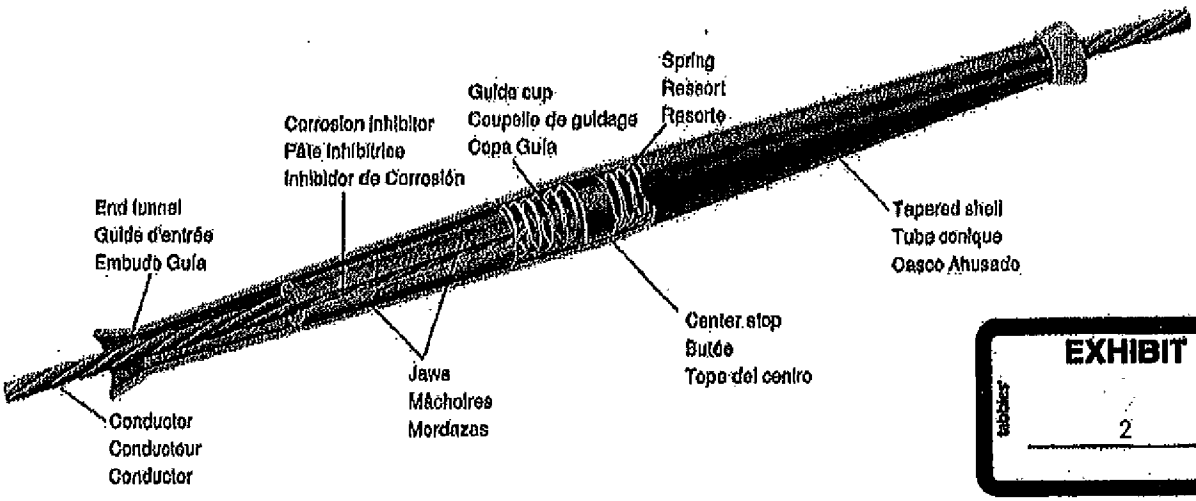


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

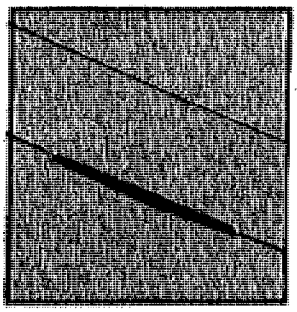
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

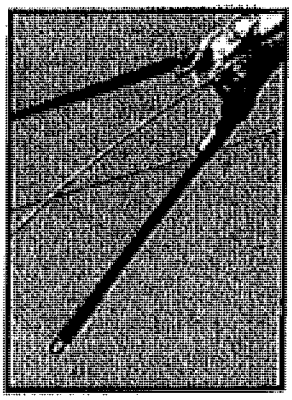
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

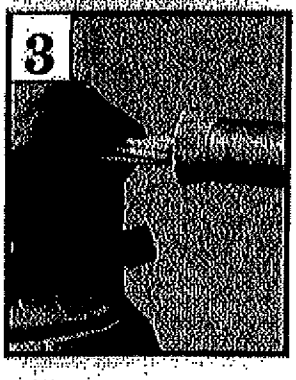
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

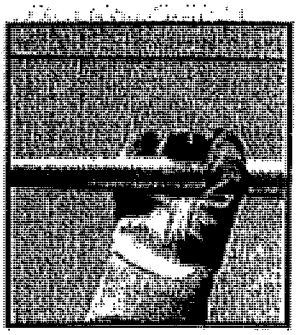
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5835	25.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 12, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028416, et al.

Neal Walmer, et al. v. Metropolitan Edison Company, et al.

Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Neal Walmer

Neal Walmer

November 12, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028416 et al.
Neal Walmer, et al. v. Metropolitan Edison Co., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact me.

Truly yours,



Neal Walmer
717-805-4970

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Neal Walmer, et al.	:	
	:	
v.	:	**Docket No. C-2021-3028416, et al.**
	:	
Metropolitan Edison Company, et al.	:	
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by
Neal Walmer

Date Submitted for the Record: November 12, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
    - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
    - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
    - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
        - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP…. Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

    As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these line**s**; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states "Under and subject to conditions and restrictions which now appear of record".

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents' DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains "our safety". Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of 'safety'. 'Safety' isn't defined. Further, Mr. Irvine states that this project is "consistent with current industry best practices". How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a 'best practice'?

'Best practices' evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn't have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the 'best practice' and soon all cars had them. Years later, the "best practice" evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028211
Michael L. and Margaret G. Marino v. Metropolitan Edison Company
and Mid-Atlantic Interstate Transmission, LLC
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of Michael L. and Margaret G. Marino Complainants, regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Michael L Marino
Margaret G. Marino

Michael L. Marino and Margaret G. Marino

Cc: Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028211
Michael L. and Margaret G. Marino v. Metropolitan Edison Company and Mid-Atlantic Interstate Transmission, LLC

Direct Testimony and Exhibits

CERTIFICATE OF SERVICE

We 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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact us.

Respectfully,

Michael L. Marino
Margaret G. Marino

Michael L. & Margaret G. Marino
Mikelmarino923@gmail.com
(717) 829-3831

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Michael L. Marino and Margaret G. Marino

v.

Metropolitan Edison Company

And Mid-Atlantic Interstate Transmission, LLC **Docket No. C-2021-3028211**

Direct Testimony and Exhibits of

Michael L. Marino and Margaret G. Marino

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF MICHAEL L. & MARGARET G. MARINO

Introduction and Context

Q. Please state you names and briefly describe your background.

A. We have been residents of the Meadows Development, Derry Township, since October 1996. Michael has a BS in Business Management from S.U.N.Y. at Buffalo. He is a retired Sales Manager with over 27 years of Sales and Distribution Management experience in the Food Industry most notably with Coca-Cola and Pepperidge Farm, Inc. Margaret has a BSN from D'Youville College, MSN from S.U.N.Y at Buffalo, and a PhD from Widener University. Margaret had a psychotherapy private practice for 19 years where she treated adolescents and adults with anxiety, depression, eating disorders and stress related health conditions. Additionally, Margaret taught for Penn State University and retired recently from a full-time faculty position at York College of Pennsylvania. Margaret's expertise is psychiatric and mental health nursing.

Q. Please describe your interest in this matter.

A. We are complainants in this matter because we are active members of the Meadows Development. We do not have transmission lines on our property; however, we walk and/or drive under the transmission lines every day. We are concerned about the safety and health of our neighborhood. Our concerns in this matter are based on the worrisome information presented in this document regarding overhead transmission lines and the alleged PUC code violations by FirstEnergy and its subsidiaries.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

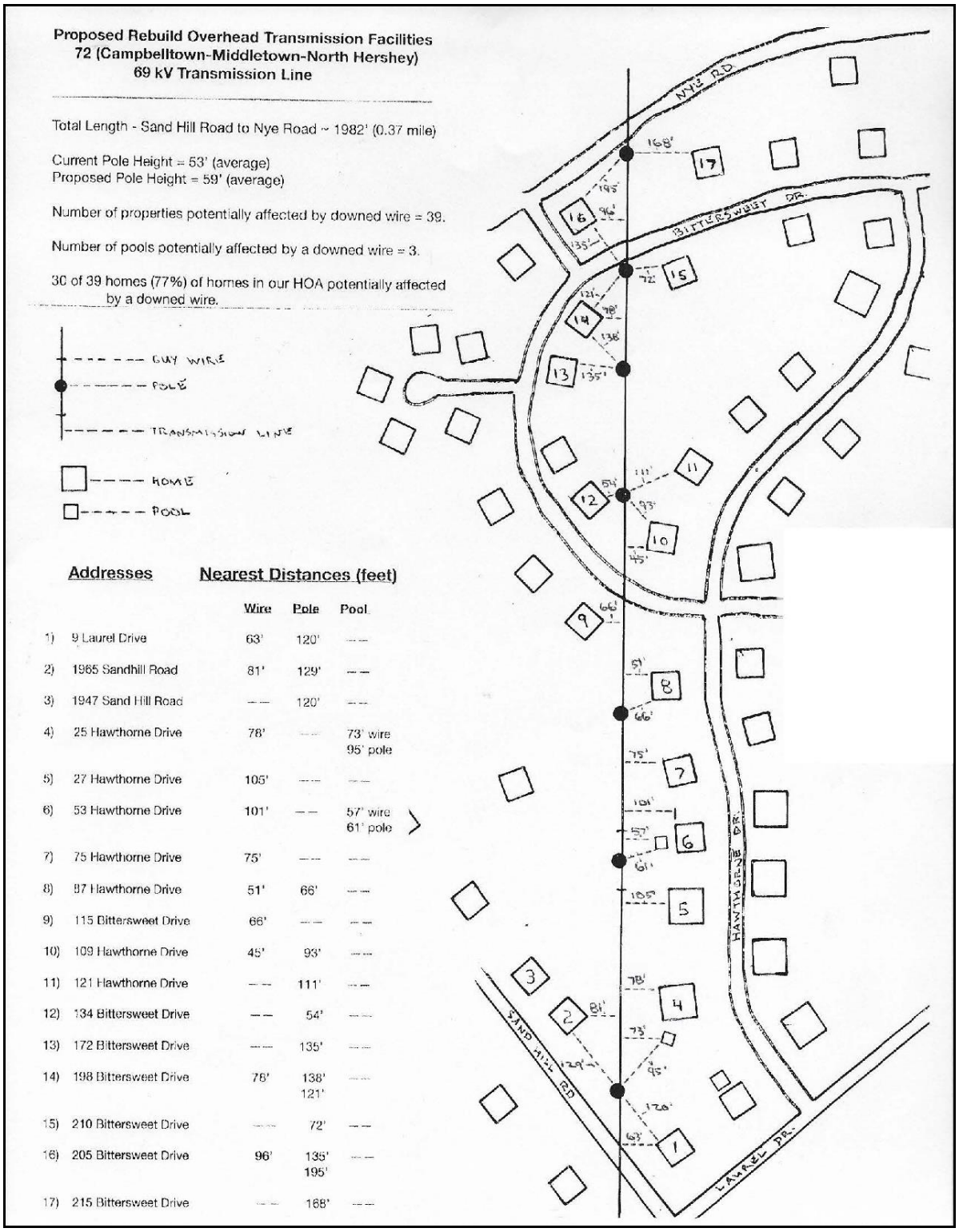


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

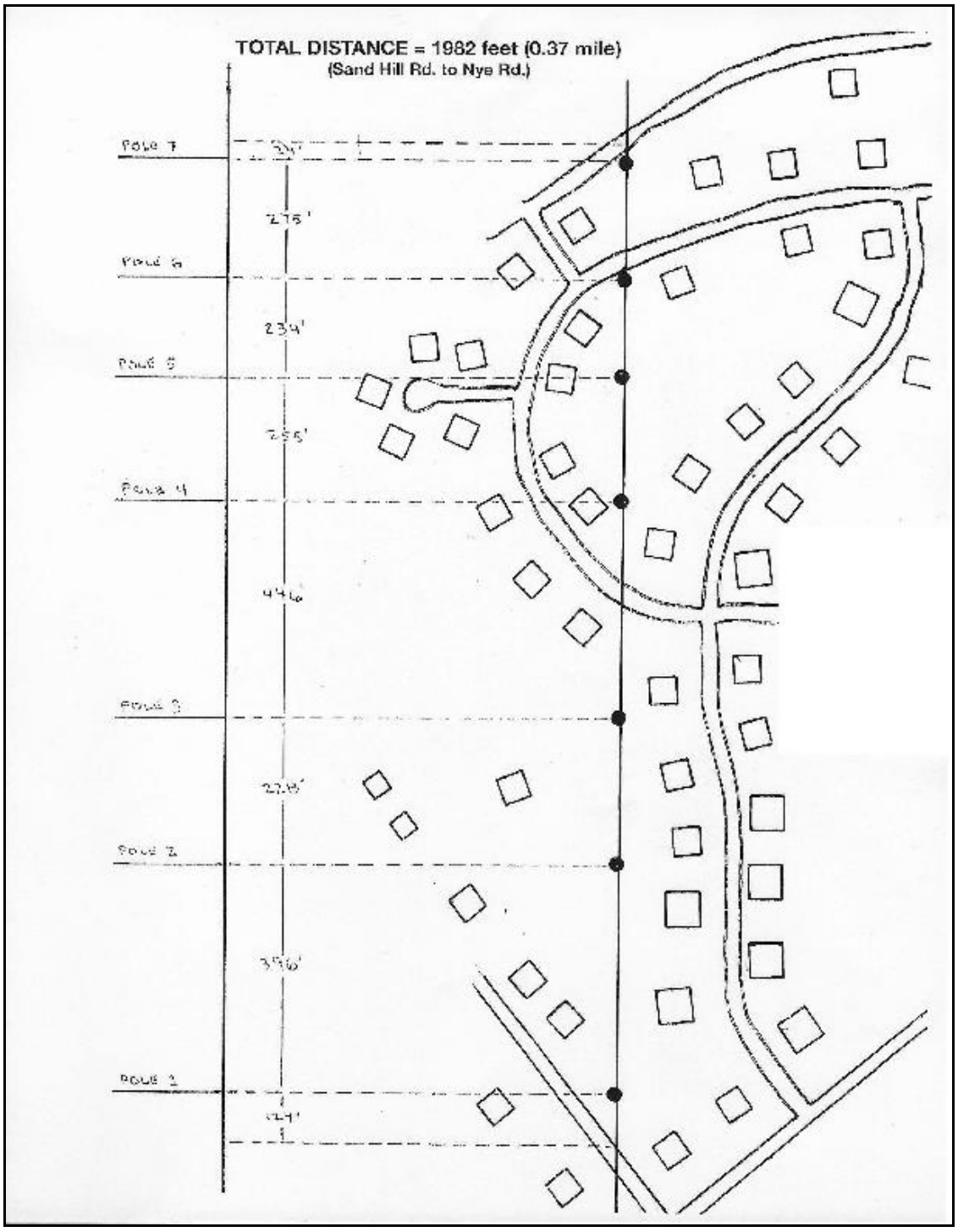
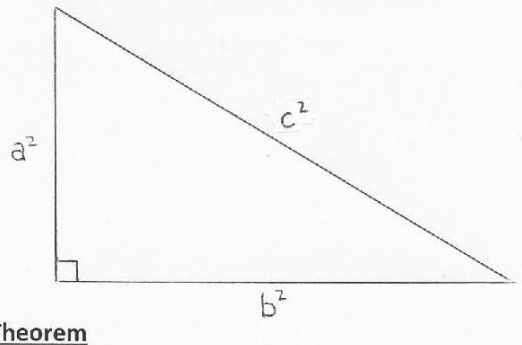


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

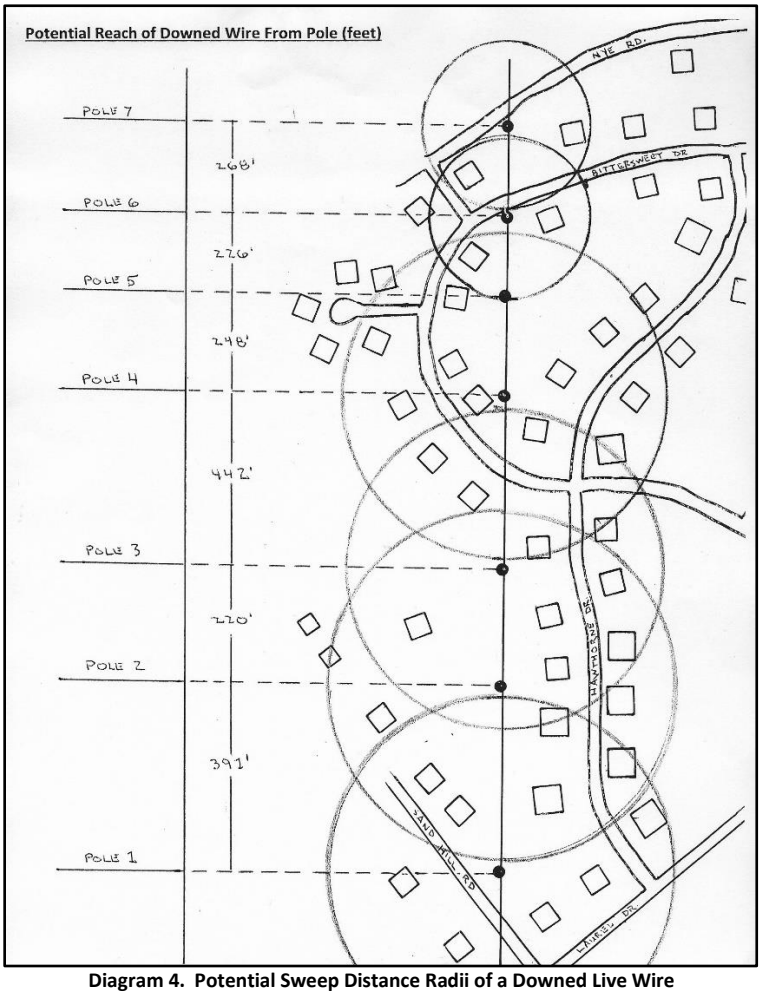


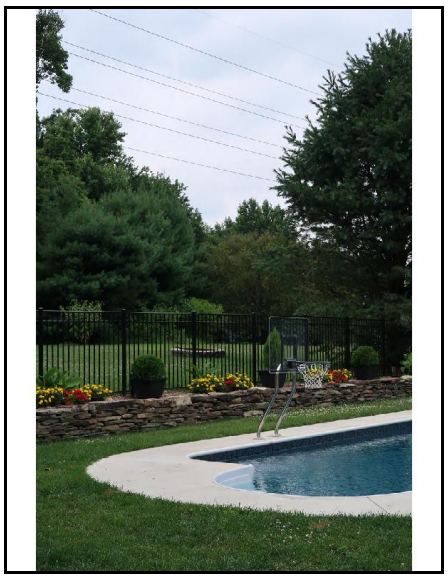
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

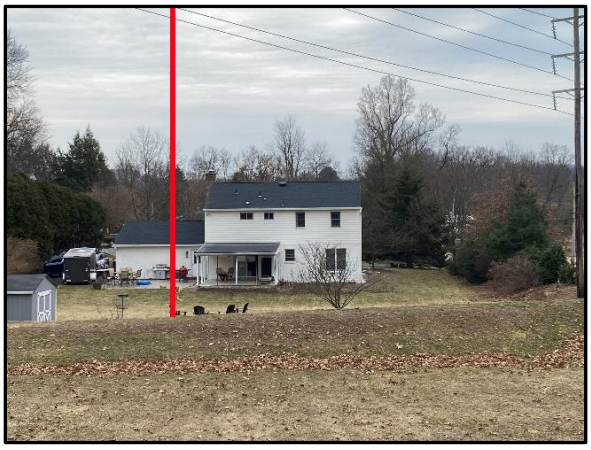
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

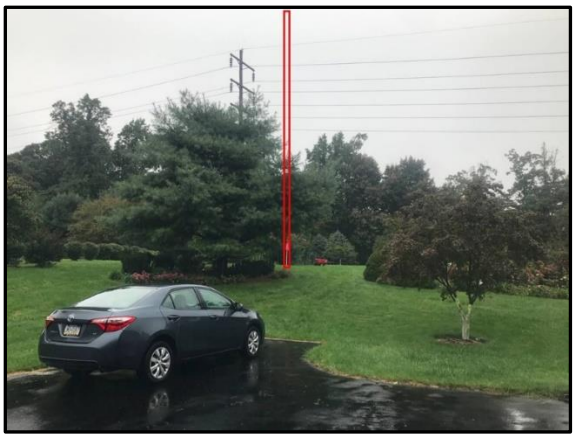




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

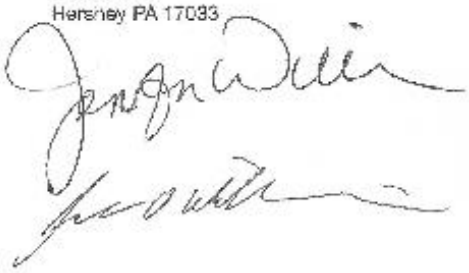
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

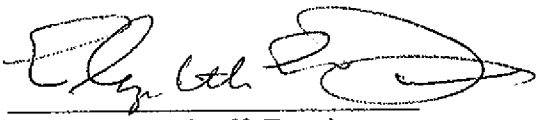
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

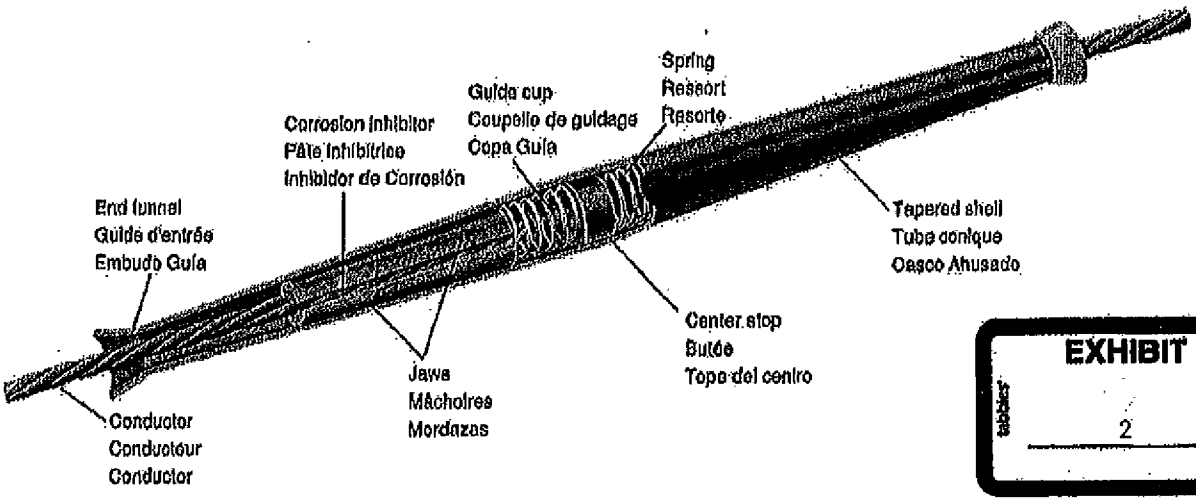


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

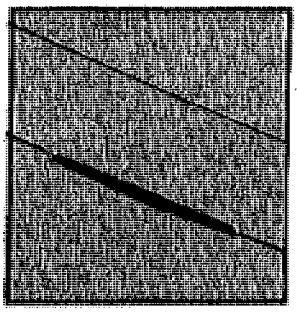
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

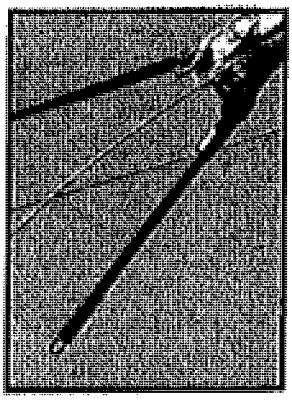
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

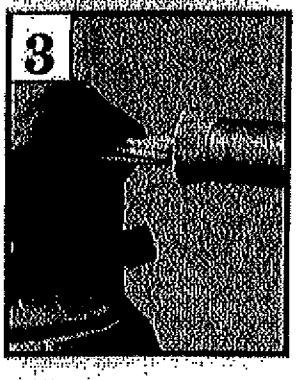
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

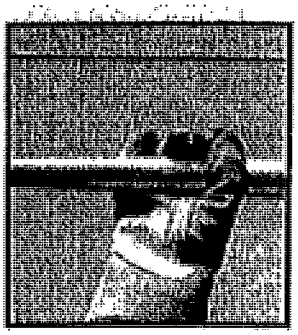
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5435	20.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

WITNESS TESTIMONY:

Several years ago, the transmission line behind 53 Hawthorne Drive, currently owned by Richard and Samantha Bryant and formerly by Tom & Martha Scannel fell to the ground and was sparking. Martha Scannel reported the downed line and it was repaired. The incident occurred between September 2000 and June 2019. I don't recall what caused the line to break.

Michael L. Marino



Exhibit 7. Michael Marino Testimony

[redacted]

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 12, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028211, et al.

Michael and Margaret Marino, et al. v. Metropolitan Edison Company, et al.

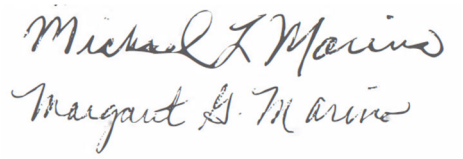
Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Michael L. Marino and Margaret G. Marino

November 12, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028211, et al.
Michael and Margaret Marino, et al. v. Metropolitan Edison Co., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

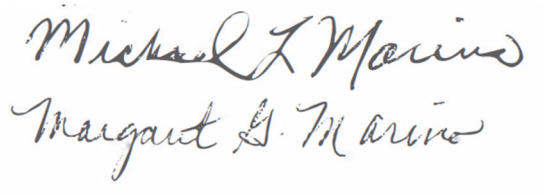
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact us.

Truly yours,



Michael L. Marino and Margaret G. Marino
717.829.3831

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Michael and Margaret Marino, et al.	:	
	:	
v.	:	**Docket No. C-2021-3028211, et al.**
	:	
Metropolitan Edison Company, et al.	:	
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by Michael and Margaret Marino

Date Submitted for the Record: November 12, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
    - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
    - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
    - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
        - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP…. Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

    As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these line**s**; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states "Under and subject to conditions and restrictions which now appear of record".

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents' DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains "our safety". Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of 'safety'. 'Safety' isn't defined. Further, Mr. Irvine states that this project is "consistent with current industry best practices". How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a 'best practice'?

'Best practices' evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn't have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the 'best practice' and soon all cars had them. Years later, the "best practice" evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

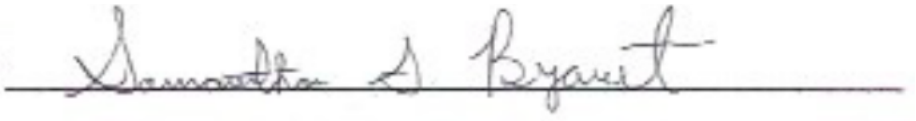
Re: Docket No. C-2021-3028286
Samantha Bryant v. Metropolitan Edison Company/Mid-Atlantic Interstate Transmission,LCC
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of myself, the Complainant, Samantha Bryant regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Samantha Bryant

Cc:

Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028286
Samantha Bryant v. Metropolitan Edison Company/Mid-Atlantic Interstate Transmission,LCC
Direct Testimony and Exhibits

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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

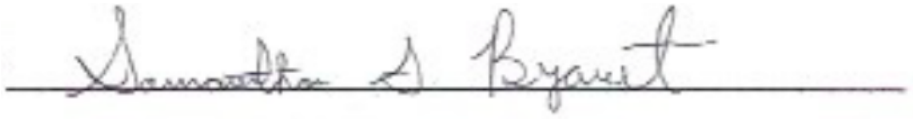
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact me.

Sincerely,



Samantha Bryant

E-Mail: samanthabryant66@gmail.com
Phone: 717-203-9623

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Samantha Bryant		
	:	
	:	
v.	**:**	**Docket No. C-2021-3028286**

Samantha Bryant v. Metropolitan Edison Company

Mid-Atlantic Interstate Transmission,LCC	**:**	
	:	
	:	
	:	
	:	
	:	

Direct Testimony and Exhibits of

Samantha Bryant

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF Samantha Bryant

Introduction and Context

Q. Samantha Bryant, please state your names and briefly describe your background.

A. This is the beginning of my family's fourth year living in The Meadows. My husband and I are raising two very active teenage boys and along with their dogs and new kitten. We enjoy our time inside and outside of our home with a variety of activities and playful yard games.

Q. Please describe your interest in this matter.

A. We currently have a Met-Ed Pole on the edge of our property. When we purchased our home, we were made aware of the "right-of-way" but were assured that the only disturbance would be occasional pole service.

The first summer we were introduced to the helicopters that photograph the lines. They were so close to our home that patio furniture blew off of the deck. The boys and I scrambled to bring the dogs inside. When I looked to speak with someone about my concerns, no one seemed to claim ownership to the pole.

This confusing lack of ownership for the pole continued when I met Ray Lilliston. He informed us that a new pole and guy wire would be placed near the center of our backyard. In trying to work amicably with Mr. Lilliston, I requested to have the guy wire removed. Mr. Lilliston did confirm verbally that they would not be putting in the wire into the yard. However, I was unable to get this information in writing.

Digging deeper into the powerlines during this time, I became aware of the safety issues that have occurred, some even resulting in death. As I tried to speak to multiple companies to get some answers but no one would claim ownership which makes things even more frustrating and escalates the feeling of being unsafe with the wires that are so very close to our home.

I naïvely purchased our home thinking these wires were benign, but I now realize that a VERY big company owns them and that they have no interest in the safety of our family.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

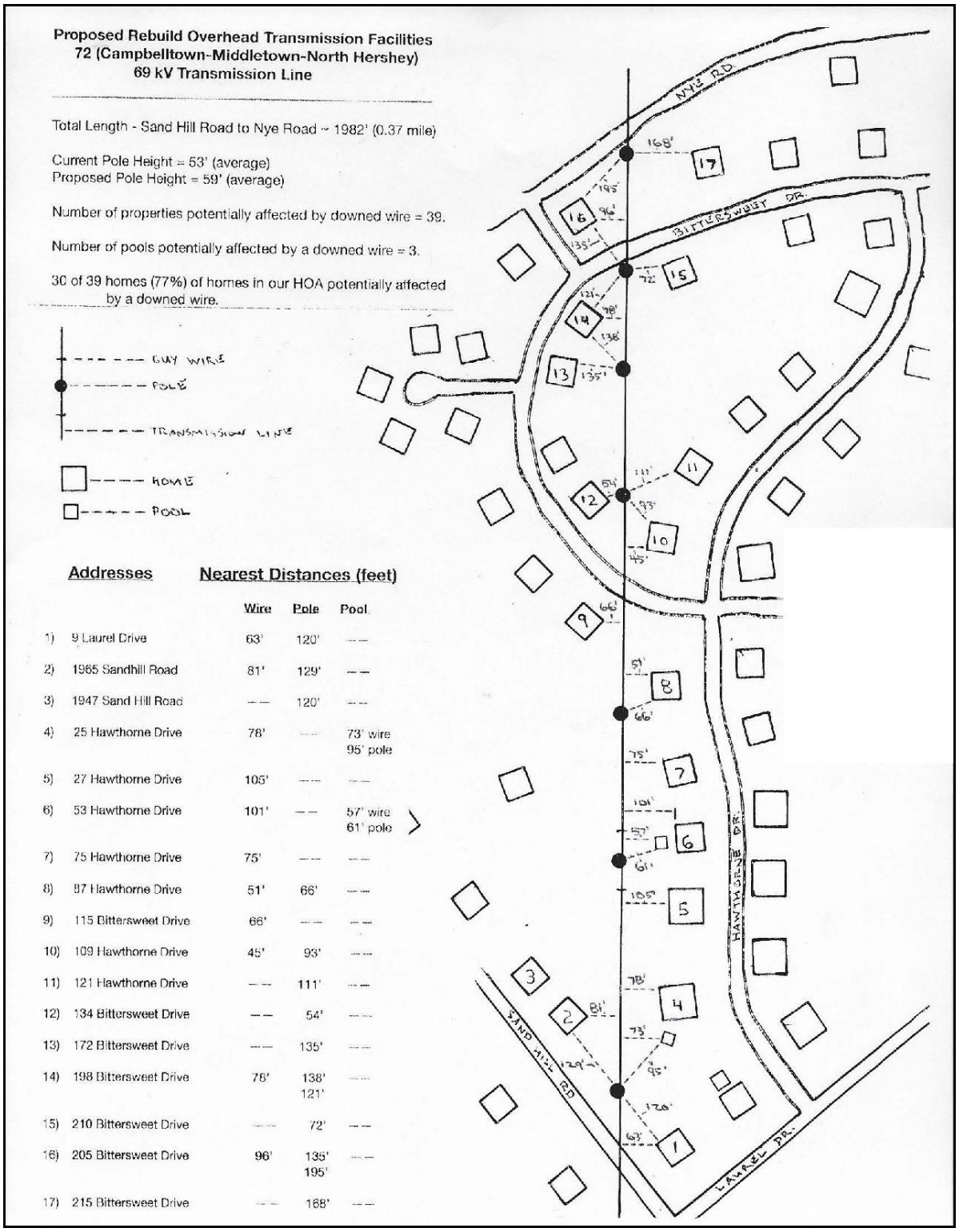


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

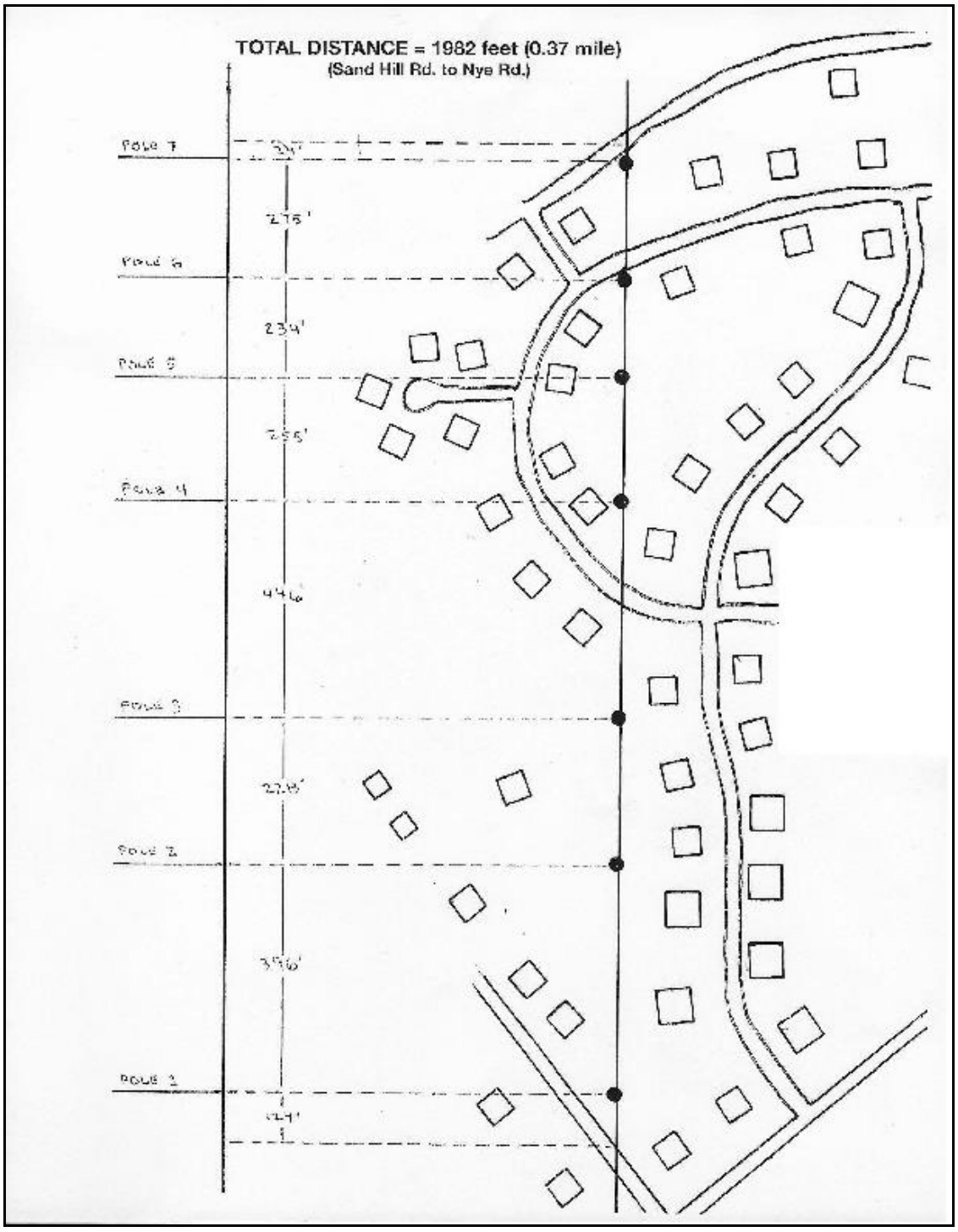
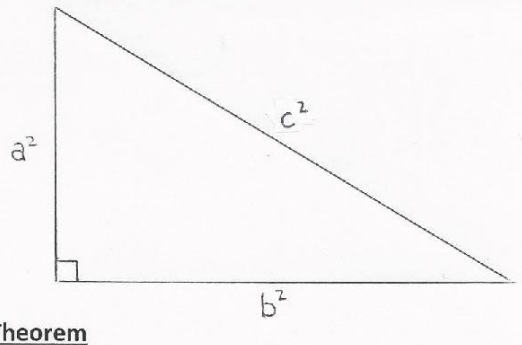


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

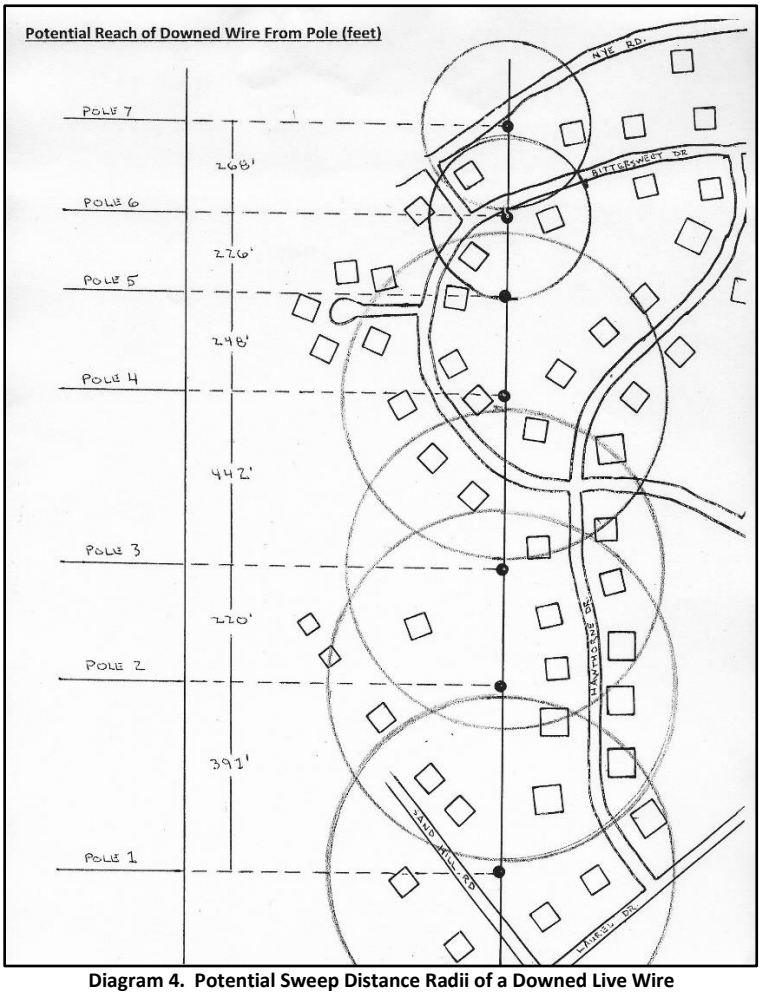


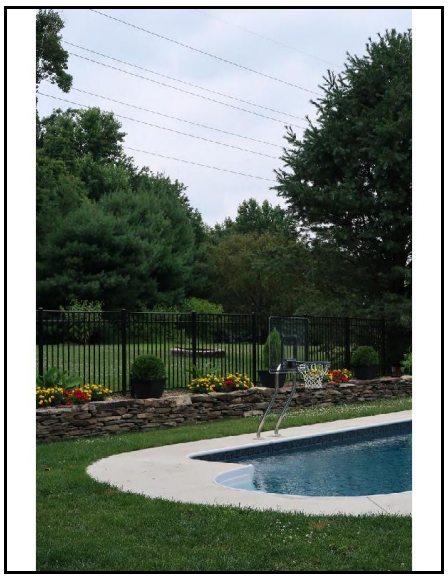
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

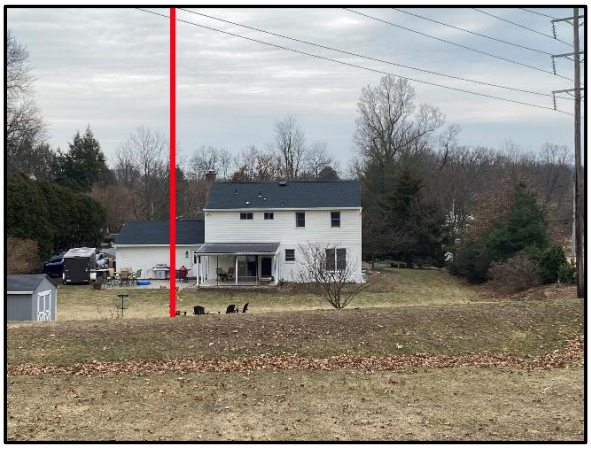
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

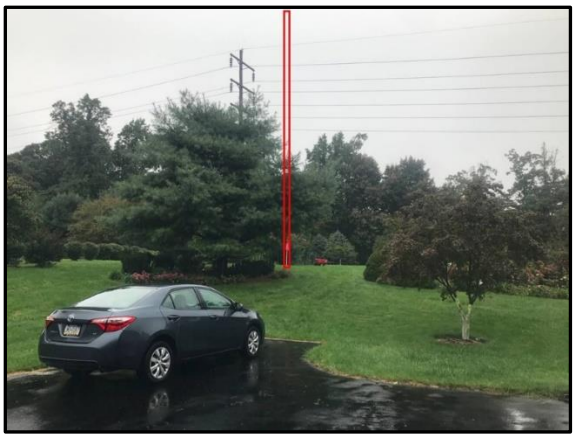




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

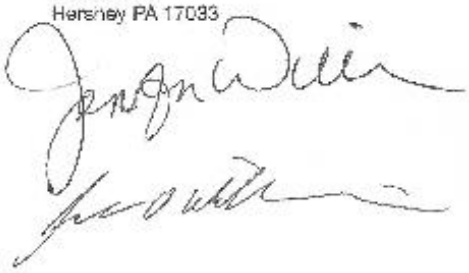
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

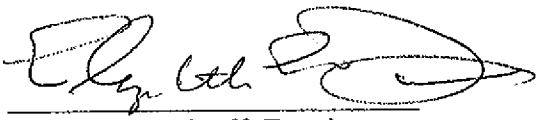
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

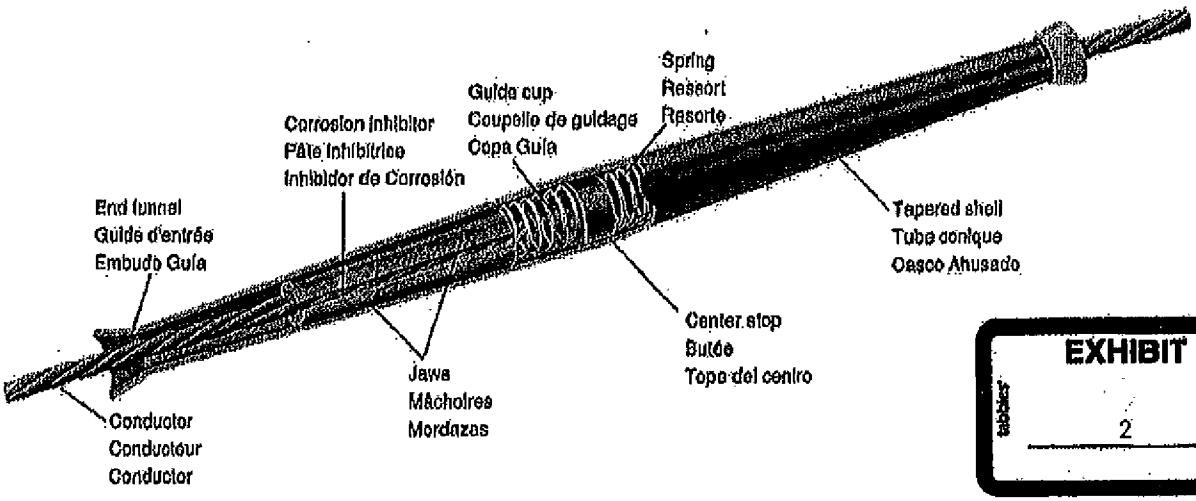


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

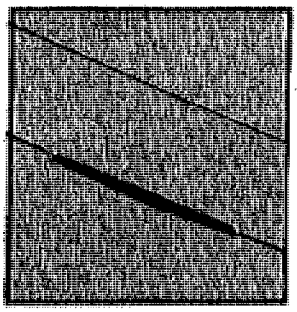
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

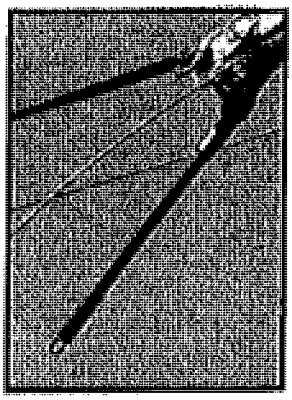
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

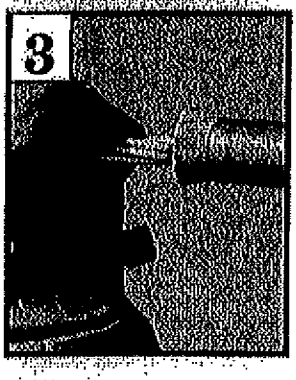
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

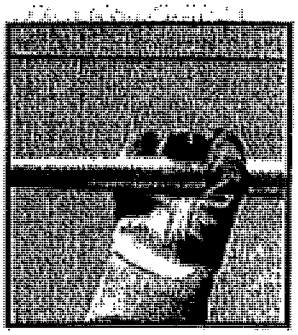
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5835	25.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 13, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028283 et al.

Samantha Bryant, et al. v. Metropolitan Edison Company, et al.

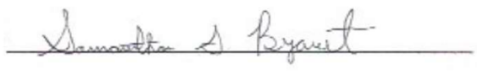
Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Samantha Bryant

November 13, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028283, et al.
Samantha Bryant, et al. v. Metropolitan Edison Co., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

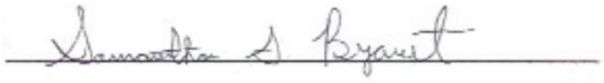
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact me.

Truly yours,



Samantha Bryant
717-203-9623

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Samantha Bryant et al.	:	
	:	
v.	:	**Docket No.** C-2021-3028283**, et al.**
	:	
Metropolitan Edison Company, et al.	:	
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by Samantha Bryant

Date Submitted for the Record: November 13, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
    - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
    - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
    - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
        - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP…. Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

    As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these line**s**; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states "Under and subject to conditions and restrictions which now appear of record".

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents' DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains "our safety". Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of 'safety'. 'Safety' isn't defined. Further, Mr. Irvine states that this project is "consistent with current industry best practices". How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a 'best practice'?

'Best practices' evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn't have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the 'best practice' and soon all cars had them. Years later, the "best practice" evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028314
Michael David Kramer v. Metropolitan Edison Company & Mid-Atlantic Interstate Transmission, LLC

Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of myself, the Complainant, **Michael David Kramer,** regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Michael David Kramer

Cc: Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028314
Michael David Kramer v. Metropolitan Edison Company & Mid-Atlantic Interstate Transmission, LLC

Direct Testimony and Exhibits

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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact me.

Truly yours,

Michael David Kramer
E-Mail: mdkramer36@hotmail.com
Phone: 717-534-1820

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Michael David Kramer	:	
	:	
v.	:	**Docket No. C-2021-3028314**
	:	
Metropolitan Edison Company &	:	
Mid-Atlantic Interstate Transmission, LLC	:	
	:	
	:	
	:	
	:	

Direct Testimony and Exhibits of

Michael David Kramer

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF MICHAEL DAVID KRAMER

Introduction and Context

Q. Michael David Kramer, please state your names and briefly describe your background.

My name is Michael David Kramer. I am married to Lori D. Frasier, MD. I graduated from the School of Medical at the University of California, San Francisco in 1981. I completed my residency in Pediatrics at University of Washington's Children's Hospital, in Seattle. After residency, I earned a Master's in Public Health in Epidemiology while completing my Fellowship in Maternal and Child Health at the University of Washington. Lori and I then moved to Iowa City in 1989 for my job as an Epidemiologic Intelligence Officer with the Centers for Disease Control and Prevention where I focused on adverse birth outcomes associated with agrochemicals. I then returned to clinical medicine as a Fellow in Pediatric Pulmonology during which my research focused on farm-related pulmonary diseases and injuries in children. After my fellowship, I moved to Columbia, Missouri to work for the Department of Child Health at the University of Missouri, but returned to public health after three years to be the epidemiologist for the Division of Maternal and Child Health at the Missouri Department of Health. In 2001 I moved Salt Lake City to work for the Intermountain Injury Control Research Center where I studied automobile and school-related injuries among children and adolescents. I also received a grant from the National Institutes of Health to study the effect of cellphone conversation on simulated driving in adolescent drivers. In 2013, Lori and I moved to Hershey where I work for the Department of Pediatrics parttime where I focus on data analysis and quality improvement for the Division of Pediatric Pulmonology.

Q. Please describe your interest in this matter.

I am appearing as Complainants in this matter because my wife and I live in the Meadows. I am active in the neighborhood where the replacement of overhead power lines and poles are being proposed. I regularly mow grass, pull weeds, and tend to our peach trees and shrubs directly underneath and adjacent to the area where the transmission lines cross overhead. Furthermore, I have focused on the epidemiology of preventable injury for much of my epidemiological career and strongly believe that often the best strategy for prevention of injury and death is through improvements in technology and systems.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

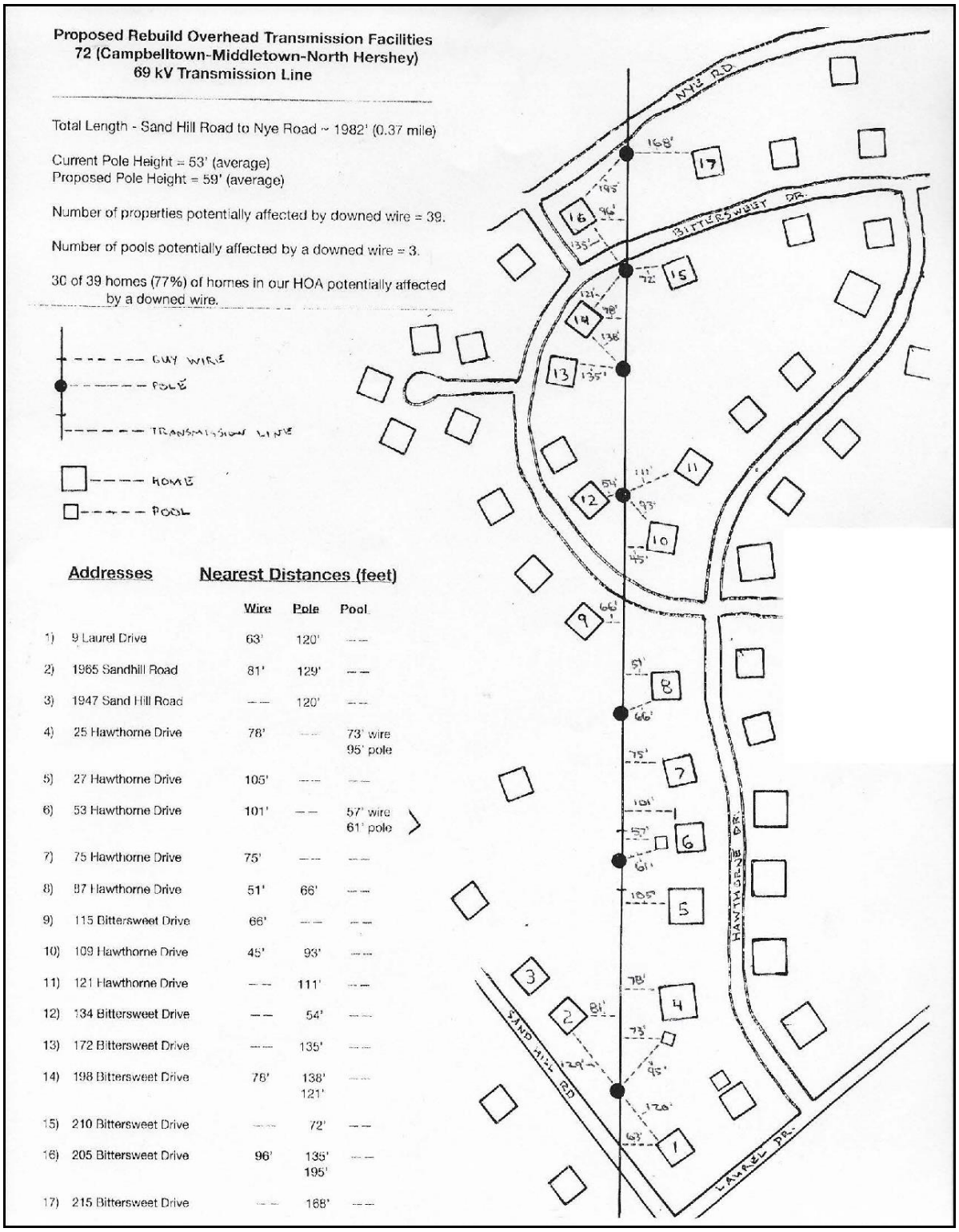


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

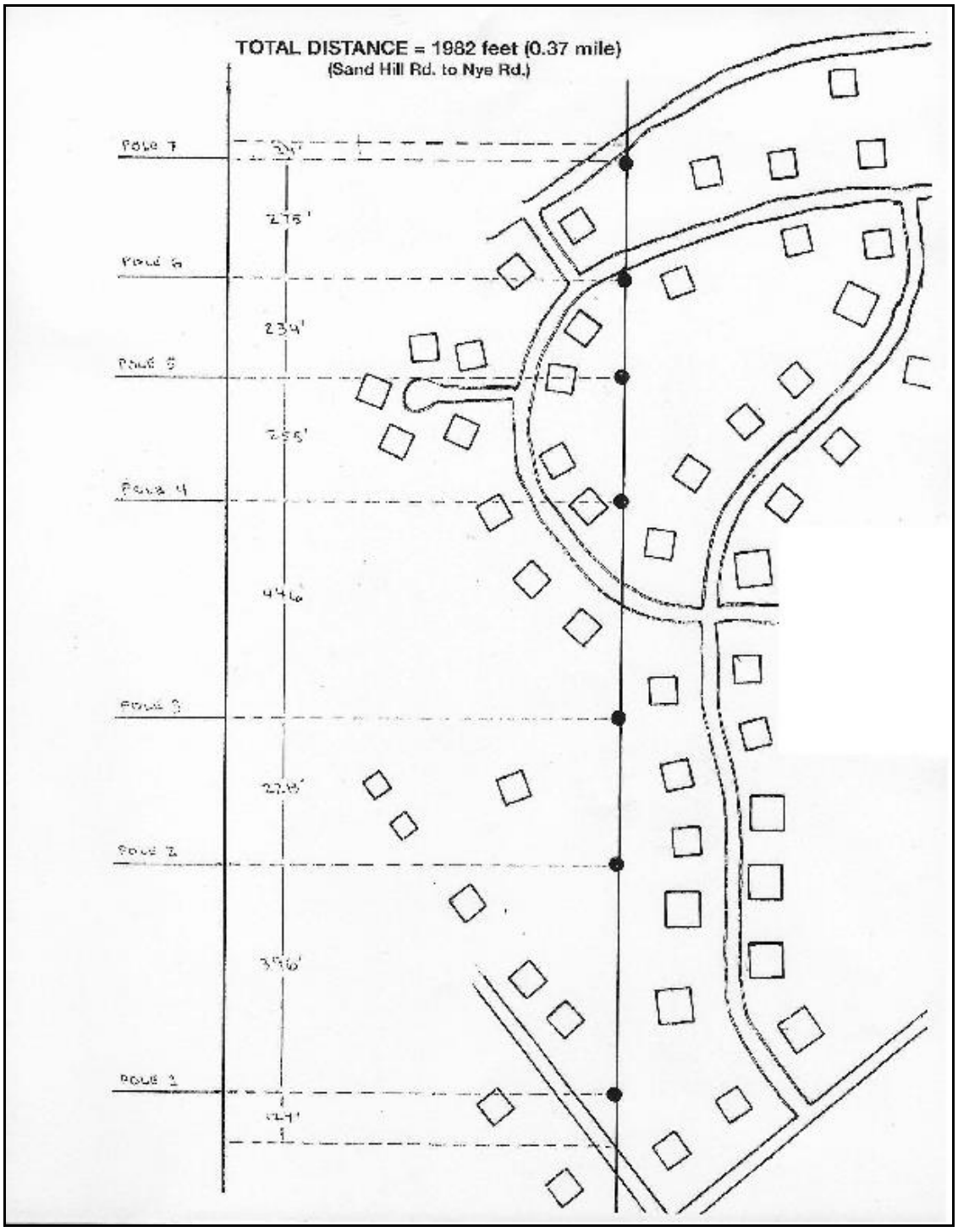
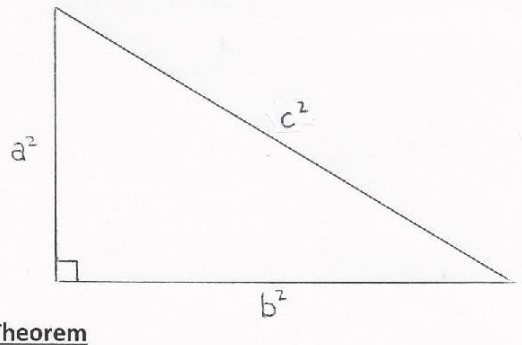


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

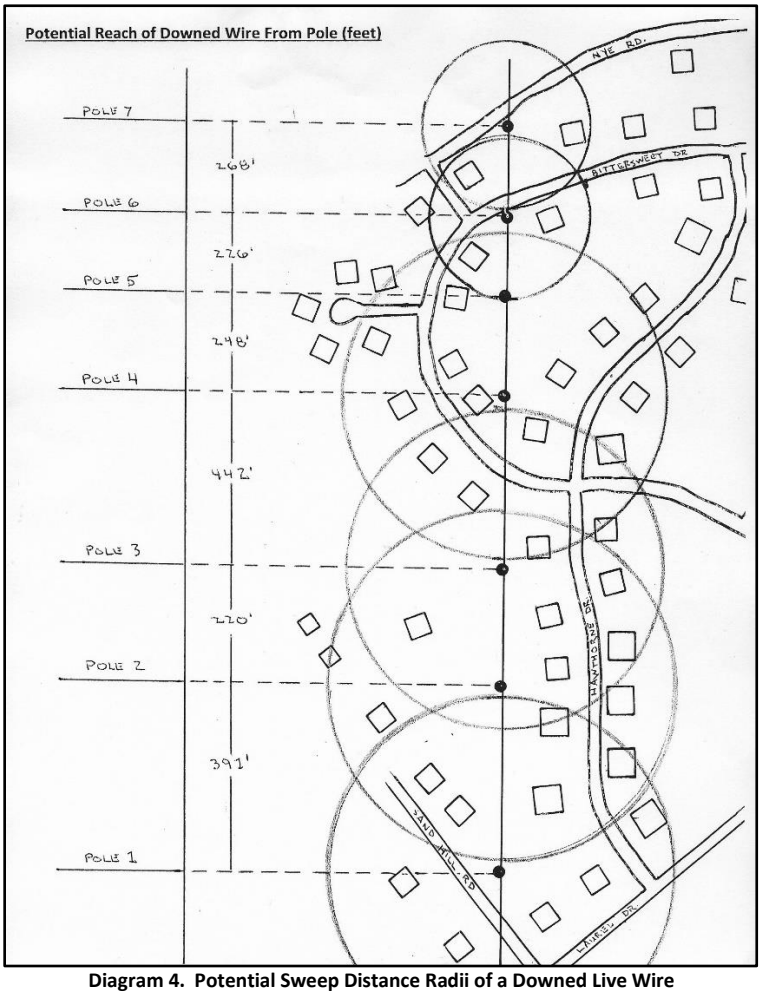


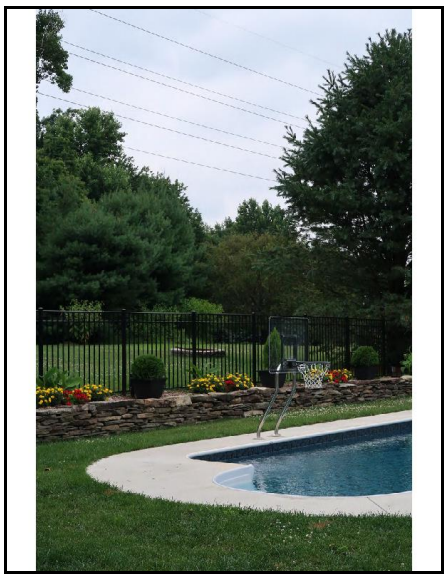
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

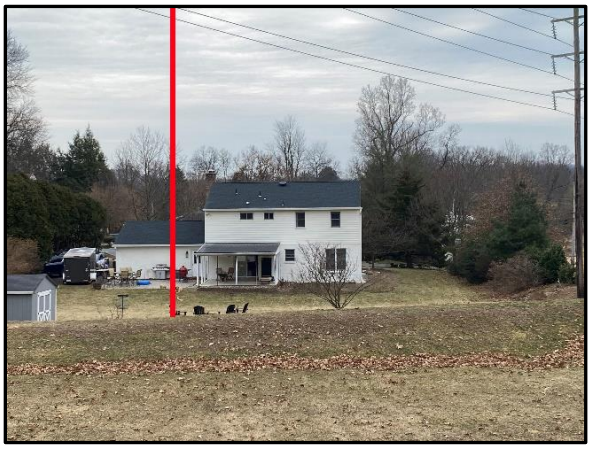
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

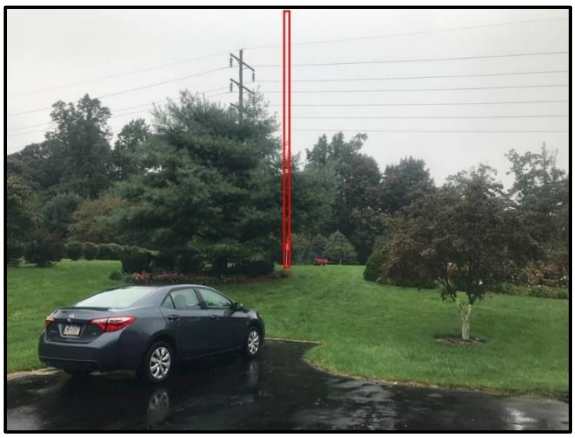




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

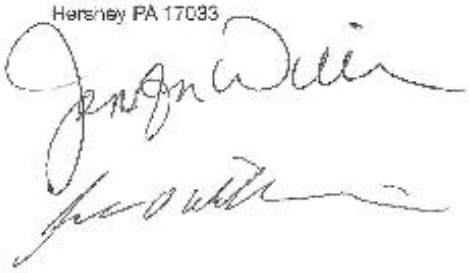
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

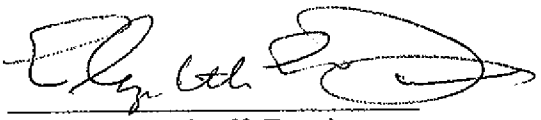
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

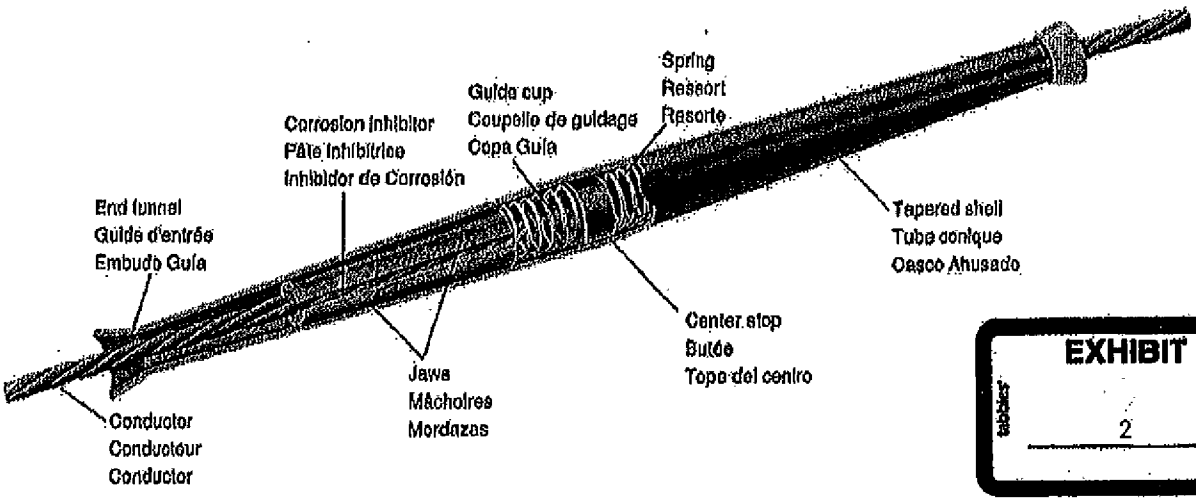


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

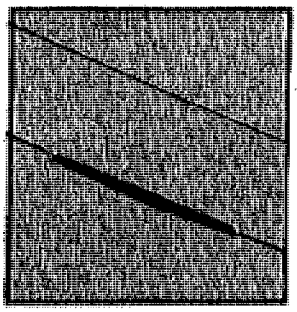
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

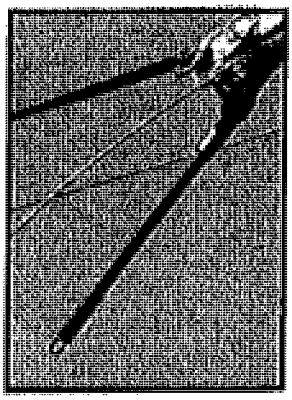
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

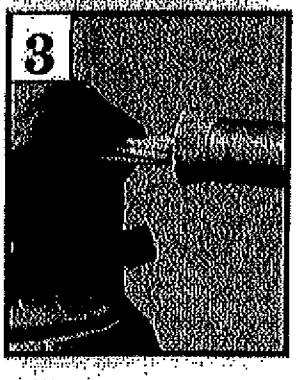
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

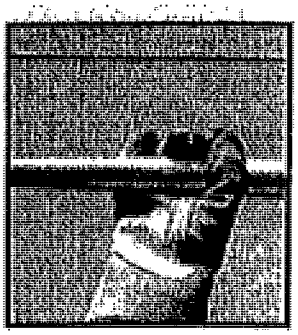
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5435	20.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 14, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C2021-3028314, et al.

Michael Kramer, et al. v. Metropolitan Edison Company, Mid-Atlantic Interstate Transmission, LLC., et al.
Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Michael David Kramer

November 14, 2022

Via Electronic Filing

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

Re: Docket No. C2021-3028314, et al.
Michael Kramer, et al. v. Metropolitan Edison Company, Mid-Atlantic Interstate Transmission, LLC., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact me.

Truly yours,



Michael David Kramer
Email: mdkramer36@hotmail.com
717-534-1802

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGOI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Michael Kramer, et al.	:	
	:	
v.	:	**Docket No. C2021-3028314**
	:	
Metropolitan Edison Company, Mid-Atlantic Interstate Transmission, LLC., et al.	:	
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by

Michael Kramer

Re: Docket No. C2021-3028314, et al.

Date Submitted for the Record: November 14, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
    - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
    - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
    - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
        - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP…. Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

    As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these line**s**; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states "Under and subject to conditions and restrictions which now appear of record".

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents' DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains "our safety". Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of 'safety'. 'Safety' isn't defined. Further, Mr. Irvine states that this project is "consistent with current industry best practices". How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a 'best practice'?

'Best practices' evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn't have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the 'best practice' and soon all cars had them. Years later, the "best practice" evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028346
Stanley Krasinski and Eileen Krasinski v. Metropolitan Edison Company and Mid Atlantic Interstate Transmission
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of myself, the Complainant, **Stanley Krasinski and Eileen Krasinski** regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Stanley Krasinski and Eileen Krasinski

Cc:

Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028346
Stanley Krasinski and Eileen Krasinski v. Metropolitan Edison Company and Mid-Atlantic Interstate Transmission

Direct Testimony and Exhibits

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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

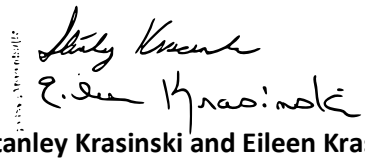
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact me.

Truly yours,



Stanley Krasinski and Eileen Krasinski

E-Mail: Krasinski01@verizon.net
Phone: &17-571-4409

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Stanley Krasinski and Eileen Krasinski

Docket No. C-2021-XXXXXXX

v.

Metropolitan Edison Company and Mid-Atlantic Transmission

Direct Testimony and Exhibits of

Stanley Krasinski and Eileen Krasinski

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF Stanley Krasinski and Eileen Krasinski

Introduction and Context

A. Introduction and Context

Q. Stanley Krasinski and Eileen Krasinski, please state you names and briefly describe your background.

A. Our names are Stanley Krasinski and Eileen Krasinski, we have lived in the neighborhood called the "Meadows" since 1994.

Stanley is a retired Sales Engineer. He has a BS from the Smeal College of Business at the Pennsylvania State University, University Park, PA and an MBA with a concentration in Marketing from Katz Graduate School of Business at the University of Pittsburgh, Pittsburgh, PA. Before retirement Stanley was employed as a Senior Sales Engineer in Manufacturing Systems at Honeywell Intelligrated.

Eileen is a retired Registered Nurse who received her nursing education at Pennsylvania State University, New Kensington, PA and Citizen's General Hospital School of Nursing, New Kensington, PA. She was employed for over 20 years at the Penn State Milton S. Hershey Medical Center, Hershey, PA in the Departments of Hemodialysis and Vascular Interventional Radiology.

Q. Please describe your interest in this matter.

A. We are appearing as Complainants in this matter because we are residents of the Meadows neighborhood where the replacement of overhead power lines and poles are being proposed. We are profoundly concerned for the safety of our family and those who live and play here now and for future generations. This concern has intensified because of the documented effects of climate change and educating ourselves on the dangers of overhead transmission lines. We are directly effected by this replacement project as we have a pole in our backyard along the property line shared with Debora Connell. This pole and power lines are in close proximity to a drainage swell. During heavy rains this area becomes a steady stream of water.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

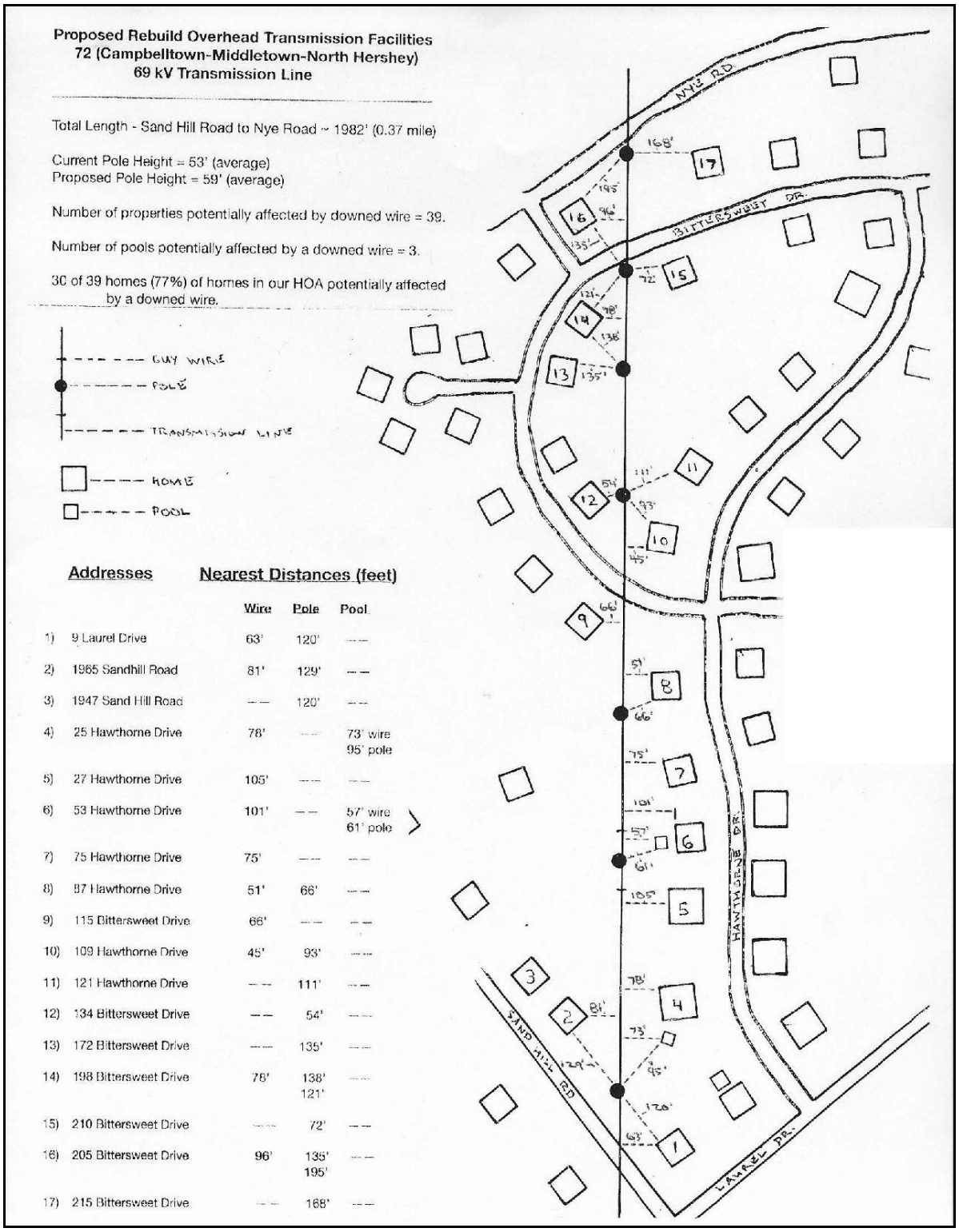


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

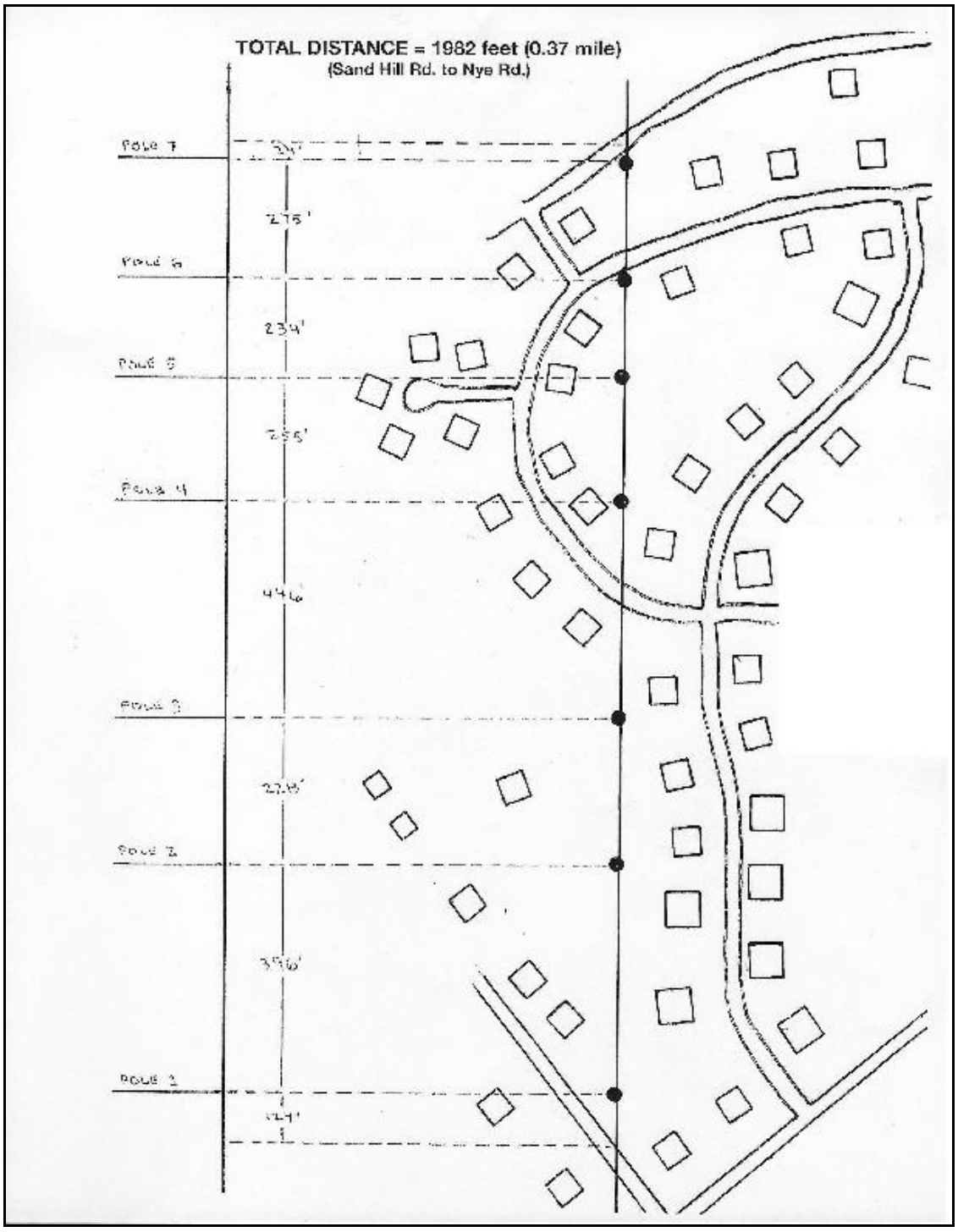
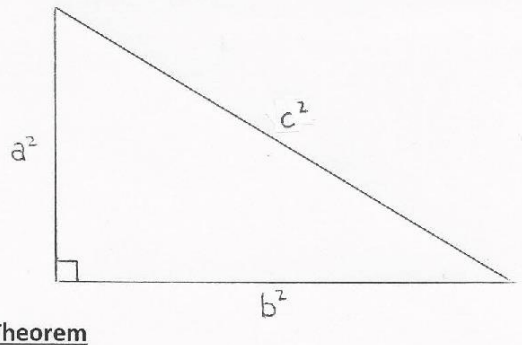


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

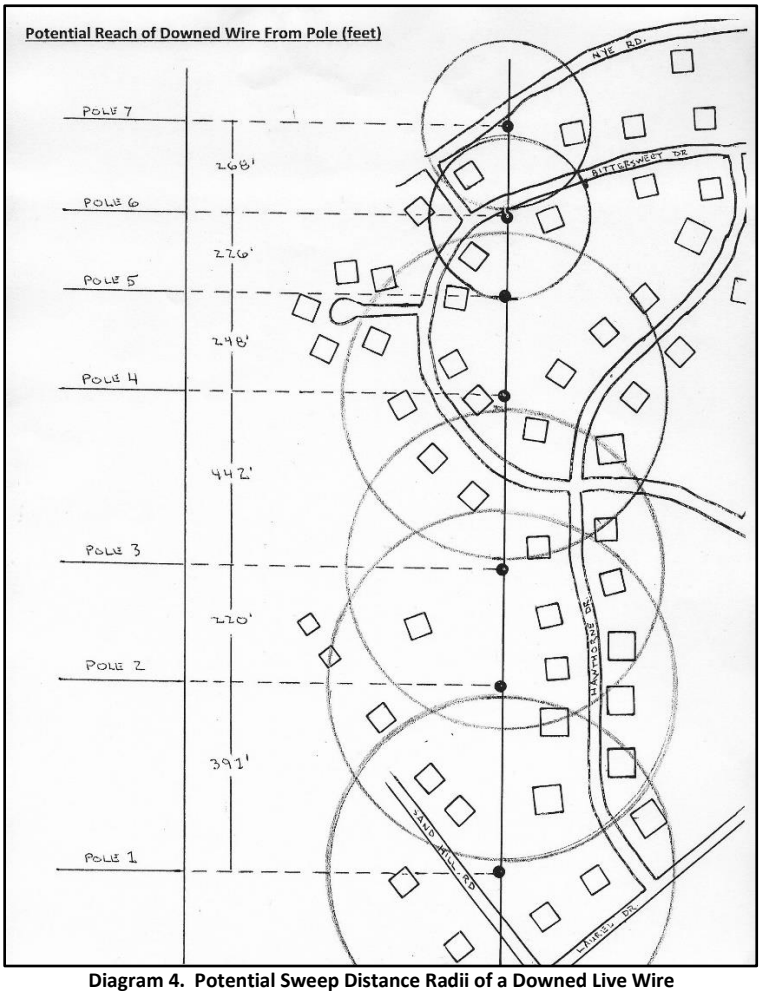


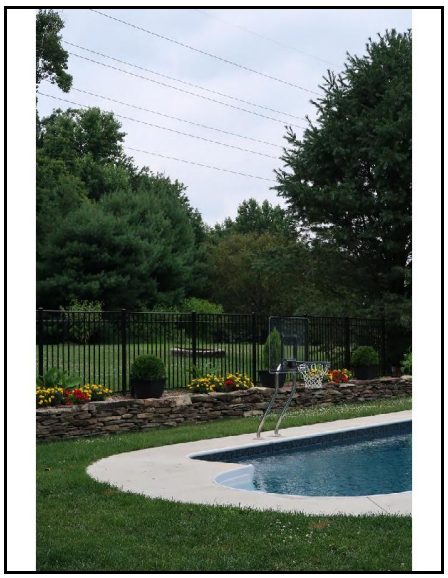
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

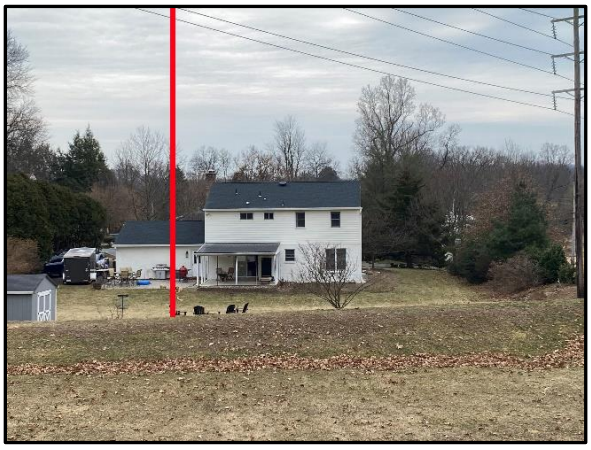
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

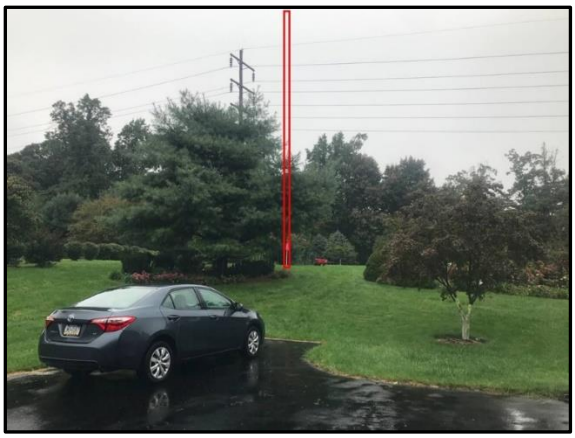




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

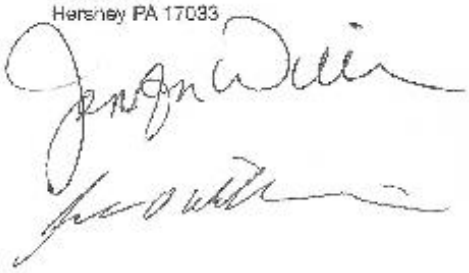
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

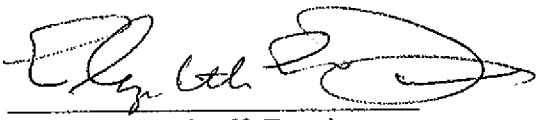
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

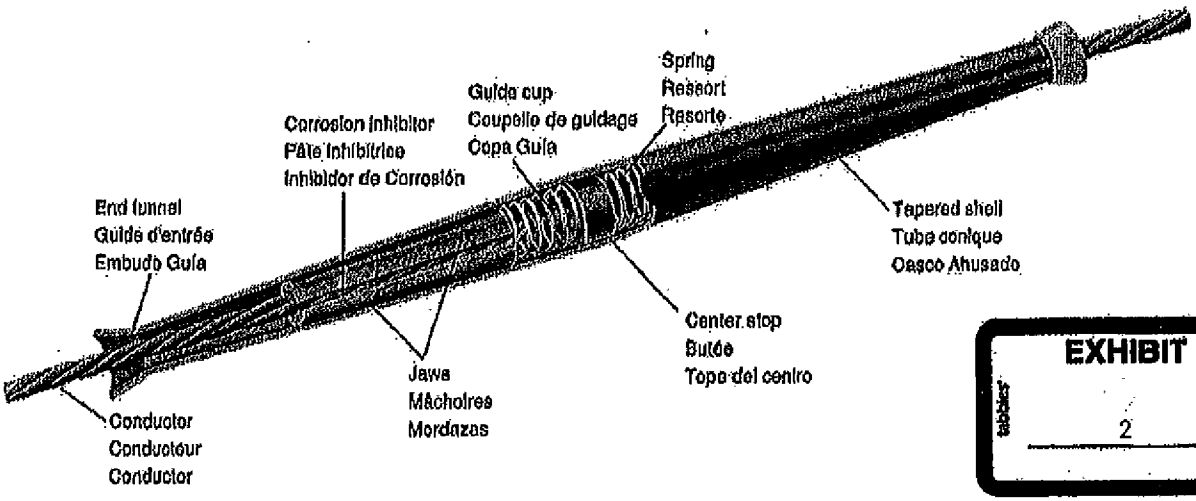


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

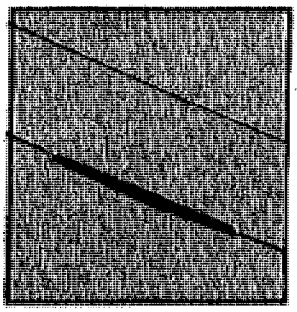
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

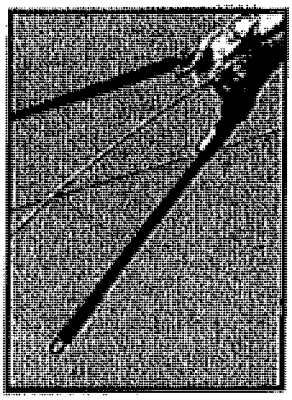
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

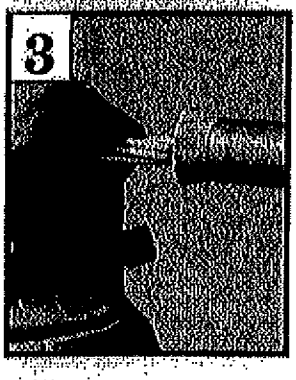
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

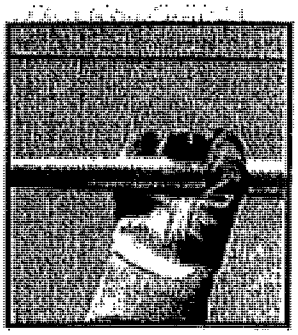
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5835	25.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 11, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028346 et al.

Stanley and Eileen Krasinski et al. v. Metropolitan Edison Company, et al.

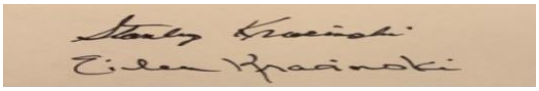
Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Stanley Krasinski

Eileen Krasinski

November 11, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-X3028346, et al.
Stanley and Eileen Krasinski et al. v. Metropolitan Edison Co., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

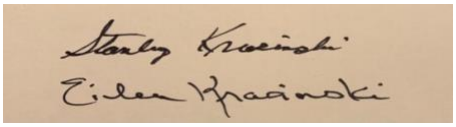
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact us.

Truly yours,



Stanley Krasinski
Eileen Krasinski
717-982-8891

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANT METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGOI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Stanley and Eileen Krasinski , et al.	:	
	:	
v.	:	**Docket No. C-2021-3028346 et al.**
	:	
Metropolitan Edison Company, et al.	:	
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by
Stanley and Eileen Krasinski

Date Submitted for the Record: November 11, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask if has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
    - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
    - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
    - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
        - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP…. Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

    As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these line**s**; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states “Under and subject to conditions and restrictions which now appear of record”.

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents’ DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains “our safety”. Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of ‘safety’. ‘Safety’ isn’t defined. Further, Mr. Irvine states that this project is “consistent with current industry best practices”. How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a ‘best practice’?

‘Best practices’ evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn’t have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the ‘best practice’ and soon all cars had them. Years later, the “best practice” evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028414
Andrew S. Freiberg v. Metropolitan Edison Company et al.
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of myself, the Complainant, Andrew S. Freiberg regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Andrew S. Freiberg

Cc: Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re: Docket Nos. C-2021-3028414
Andrew S. Freiberg, et al. v. Metropolitan Edison Company, et al.

Direct Testimony and Exhibits

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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact me.

Truly yours,



Andrew S. Freiberg
afreiberg@pennstatehealth.psu.edu
717-533-1341

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Andrew S. Freiberg	**:**	
	:	
v.	**:**	**Docket No. C-2021-3028414**
	:	
METROPOLITAN EDISON CO. ET Al.		

Direct Testimony and Exhibits of

Andrew S. Freiberg

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF ANDREW FREIBERG

Introduction and Context

Q. **Andrew Freiberg**, please state your names and briefly describe your background.

A. My name is Andrew Steven Freiberg and I have lived at 115 Bittersweet Drive in the Meadows since 1993. I am married to Rebecca who shares my concerns although she is not directly named in these proceedings. We designed our own home and are the first and only owners of the house and property.

I am a physician at Hershey Medical Center, where I have worked since 1992 and my wife is a pediatric nurse at the medical center. We have three grown children who we raised in Hershey and who no longer live with us.

Q. Please describe your interest in this matter.

A. We are one of the residents of the Meadows for whom the transmission lines do cross a corner of our property, but are actually quite close to our driveway and our house itself. I am of course concerned with my own safety and property values, but I have equal concerns for my neighbors.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

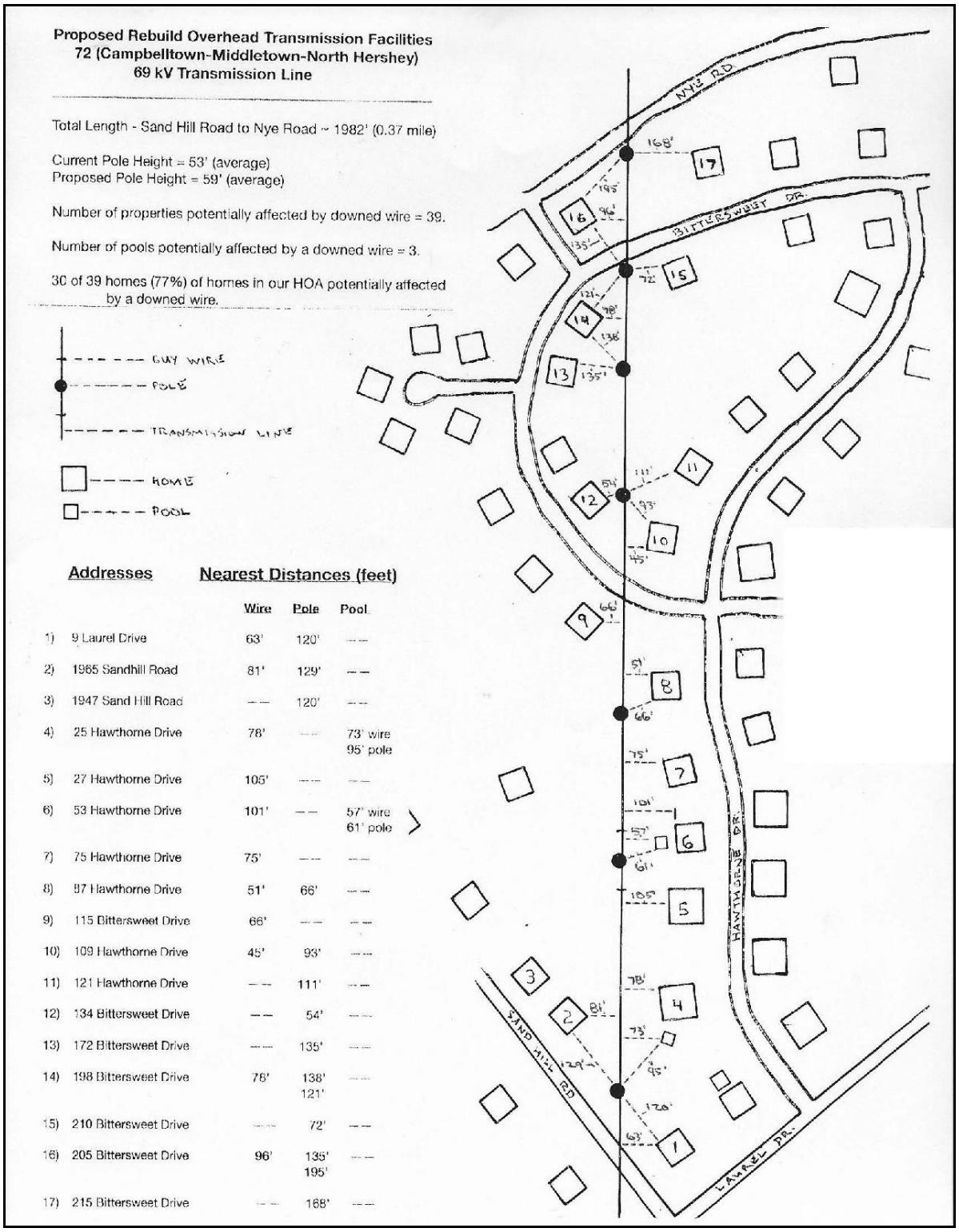


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

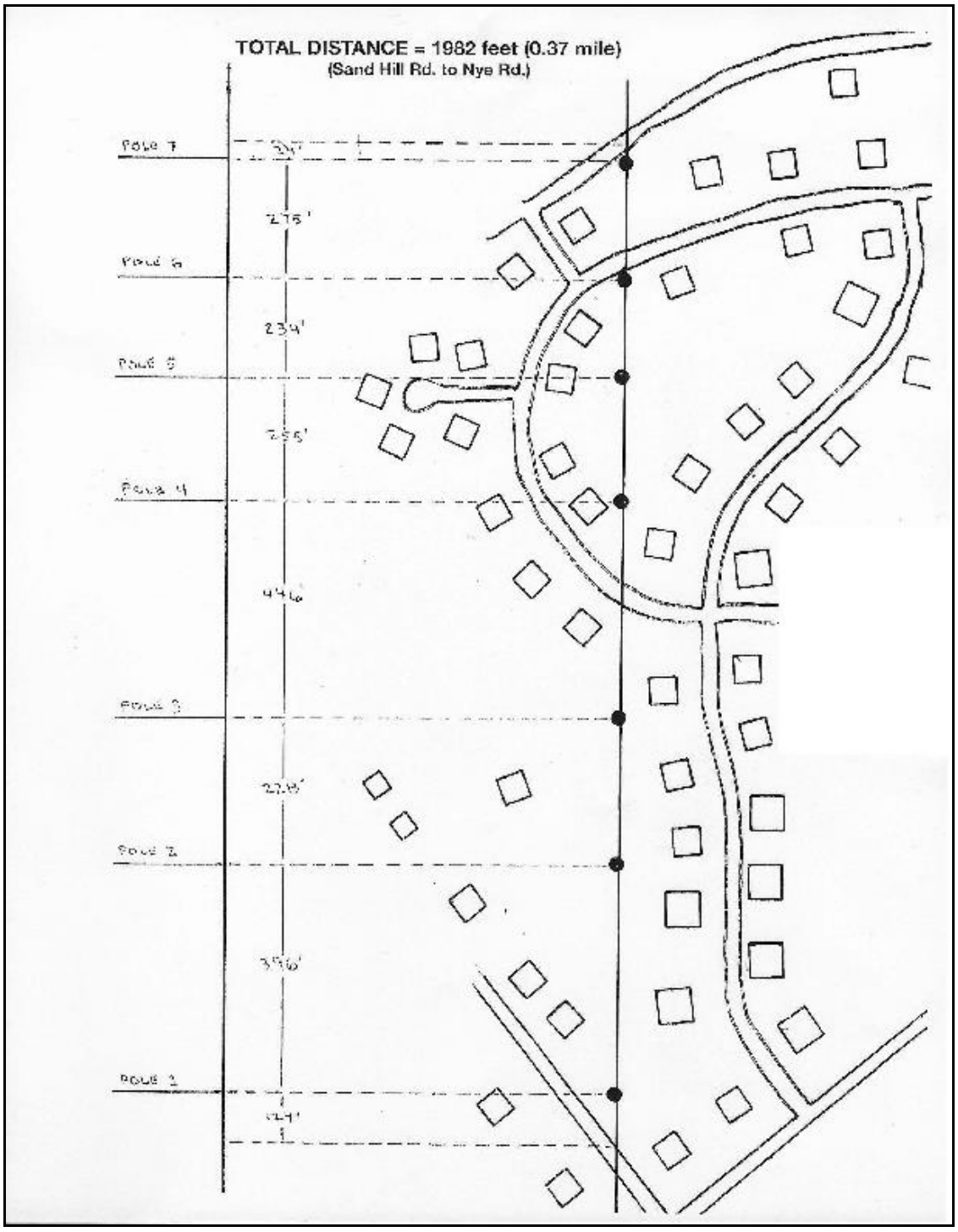
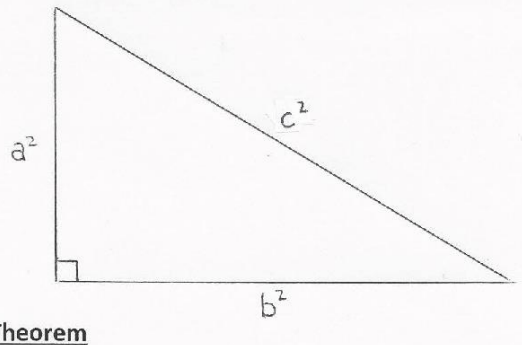


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

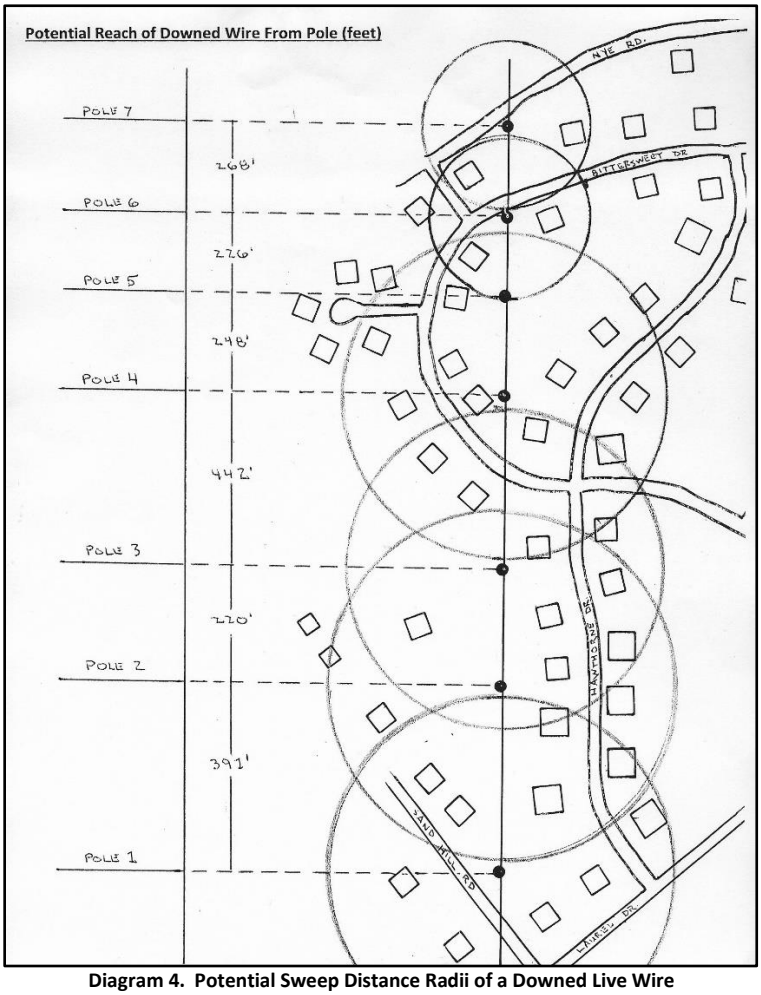


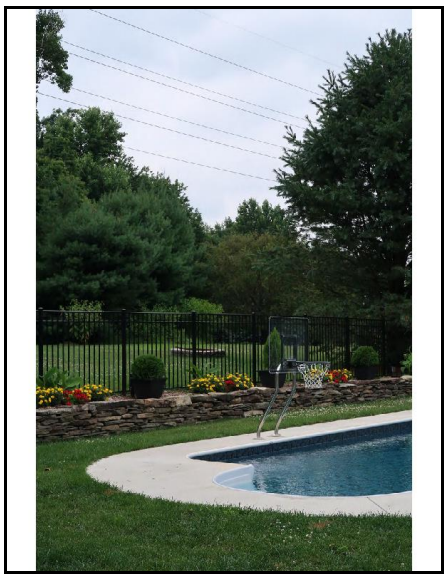
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

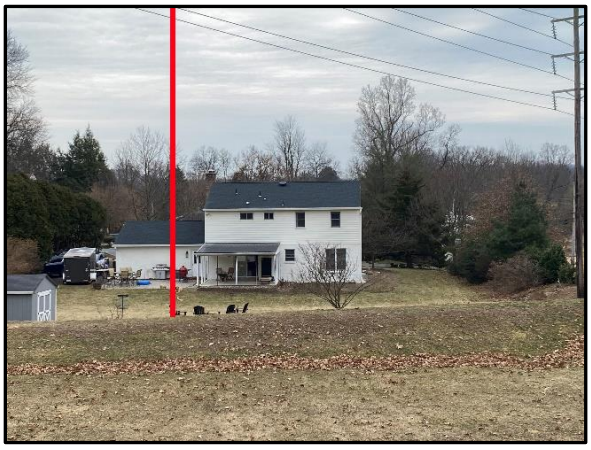
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

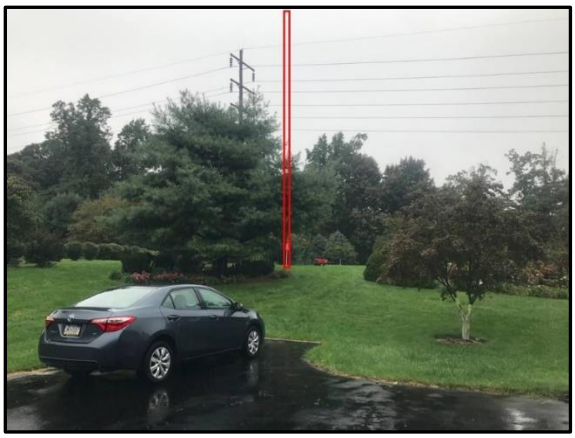




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

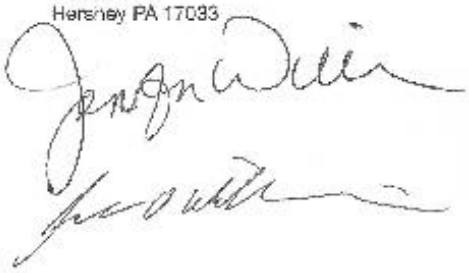
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

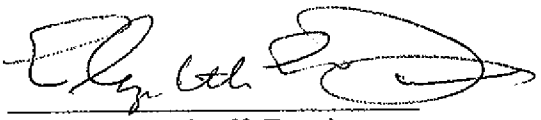
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

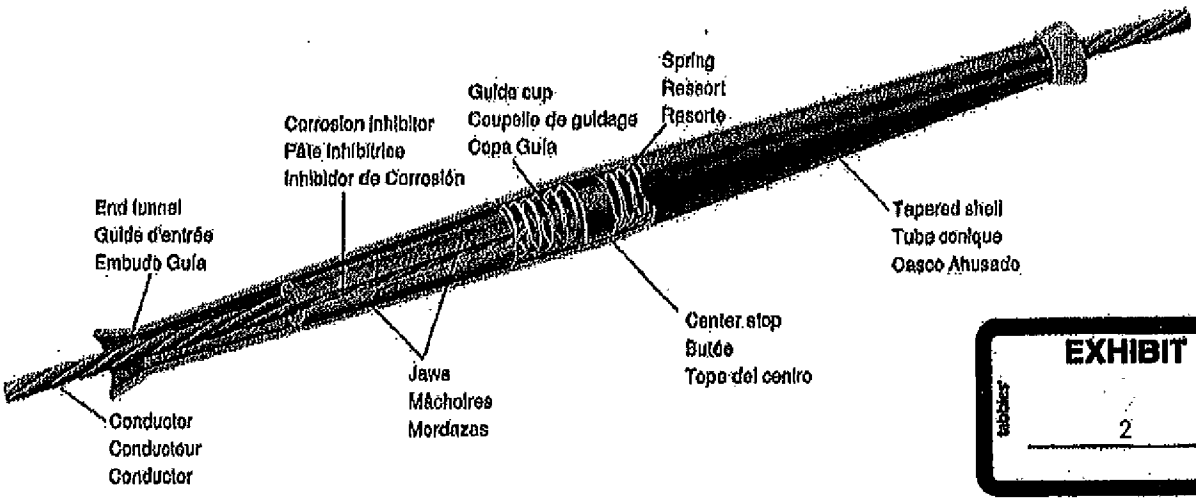


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

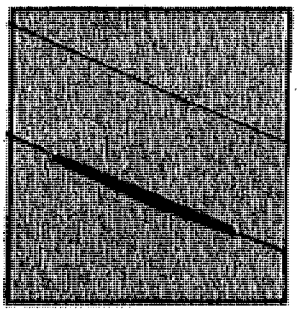
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

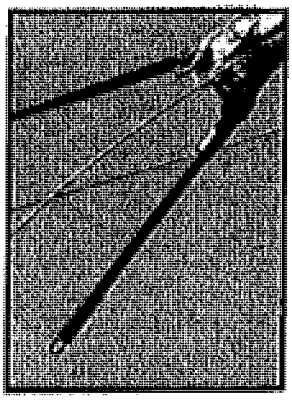
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

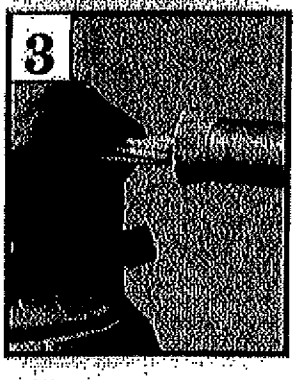
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

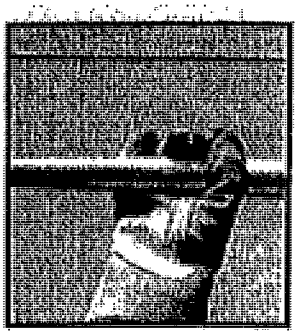
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5835	25.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

[redacted]

March 10, 2022

Several years ago, I was in my back yard during a thunderstorm. I saw a flash of light and heard instantaneous thunder. Upon turning around, I saw smoke coming from the top of one of the utility poles on the neighbor's property. Fortunately, there was no fire and no downed wires and no one was hurt. This occurred over ten years ago so I do not remember the exact date.

Andrew S. Freiberg
115 Bittersweet Drive
[illegible]

Exhibit 8. Andrew Freiberg Testimony

[redacted]

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 10, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028414, et al.

Andrew S. Freiberg v. Metropolitan Edison Company, et al.

Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Andrew S. Freiberg

November 10, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028414, et al.
Andrew S. Freiberg v. Metropolitan Edison Co., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact me.

Truly yours,



Andrew S. Freiberg
717-533-1341

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGOI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Andrew S. Freiberg	:	
	:	
v.	:	**Docket No. C-2021-3028414, et al.**
	:	
Metropolitan Edison Company, et al.	:	
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by
Andrew S. Freiberg

Date Submitted for the Record: November 10, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
    - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
    - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
    - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
        - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP…. Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

    As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these line**s**; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states “Under and subject to conditions and restrictions which now appear of record”.

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents’ DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains “our safety”. Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of ‘safety’. ‘Safety’ isn’t defined. Further, Mr. Irvine states that this project is “consistent with current industry best practices”. How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a ‘best practice’?

‘Best practices’ evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn’t have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the ‘best practice’ and soon all cars had them. Years later, the “best practice” evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028286
Michael Florio v. First Energy,
Metropolitan Edison Company and
Mid-Atlantic Interstate Transmission, LLC
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find my direct testimony and exhibits regarding the above referenced proceeding. As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Michael R. Florio
1965 Sand Hill Rd
Hershey, PA 17033

Cc: Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re: Docket No. C-2021- C-2021-3028286
Michael R. Florio v. First Energy, Metropolitan Edison Company,
Mid-Atlantic Interstate Transmission, et al.
Direct Testimony and Exhibits

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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact me.

Very Respectfully,



Michael R. Florio
1965 Sand Hill Rd
Hershey, PA 17033
E-Mail: 98ford.mike@gmail.com
Phone: (717) 460-5783

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Michael R. Florio

v.	**:**	**Docket No. C-2021-3028286**
First Energy	**:**	
Metropolitan Edison Company and	**:**	
Mid-Atlantic Interstate Transmission, LLC	**:**	

Direct Testimony and Exhibits of

Michael R. Florio

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF MICHAEL R. FLORIO

Introduction and Context

Q. Michael R. Florio, please state your name and briefly describe your background.

A. My name is Michel R. Florio and I retired from the Air Force as a Colonel after 29 years. I am a disabled combat veteran and have already had extensive exposure to hazardous chemicals and burn pits. I moved my family to the "Meadows" in 2014 as my loving wife is originally from this area and I joined them after I retired from the Pentagon in 2016. I now work for the Navy as the Director of Security at Naval Support Activity Mechanicsburg and am also an adjunct professor at Texas A&M teaching the Department of Homeland Defense Critical Infrastructure Protection Certificate Program across the country.

Q. Please describe your interest in this matter.

A. I am appearing as a complainant in this matter because I live in the Meadows and am active in the neighborhood where the replacement of overhead power lines and poles are being proposed. I currently have one pole on my property and think the proposed laydown of the new poles will place two on my property (The utility companies have not answered my requests for maps of the exact placement of poles. I base this assumption on a First Energy contractor placing stakes in the ground). I have not been impressed with First Energy and its companies in moving out on this project. No cost analysis was completed, or at least shared with us, on the placement of transmission lines underground and it appears they did not give any thought to the impact of the proposed placement. One house has a pole to be placed within 35' of their house, and based on the stake in my property, they plan on placing a pole in the middle of a drainage berm. I have an easement on my property for this berm that is over 20' in width at spots and over 10' tall. The stake is on the very top of one of the berms. I did not get any response on engineering analysis for this effort. My Homeowner's Association had to pay extensive bills this past year to fix soil erosion near Nye Rd and don't need another problem on this end of the neighborhood. It's interesting to note, that this berm is a great gathering spot for the community, especially with snow as it becomes a haven for sledders and snowboarders alike. The proposed pole is right in the middle of this winter wonderland. With all this being said, my biggest concern is safety. There is the exposure to electric magnetic field, but we also have to worry about fire. If these wires come down, and there have been incidents in the past, then there is significant risk to our community. We must also remember that Hershey has a volunteer fire department and responses are limited. Last year, a drunk driver went airborne and landed on my neighbor's property right across the street. The car caught on fire and flames shot up over 20' right under the powerlines on the street. I was able to make sure my neighbors were not home and no one was left in the car and then had to painstakingly wait 40 minutes for the fire department to respond. As such, we have to keep in mind that not only is there a risk due to overhead transmission lines, but it is exasperated with the limited response capabilities in Derry Township.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

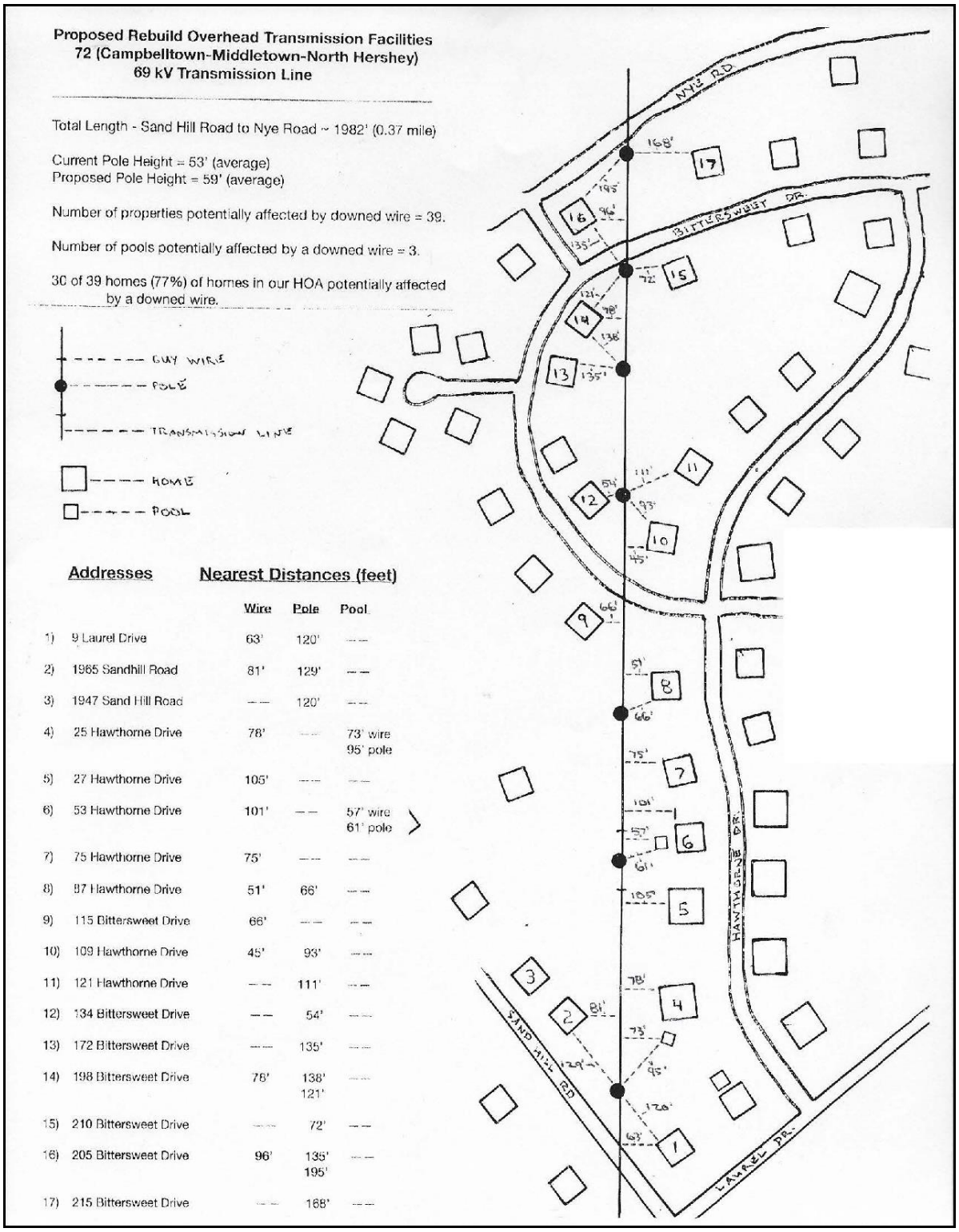


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

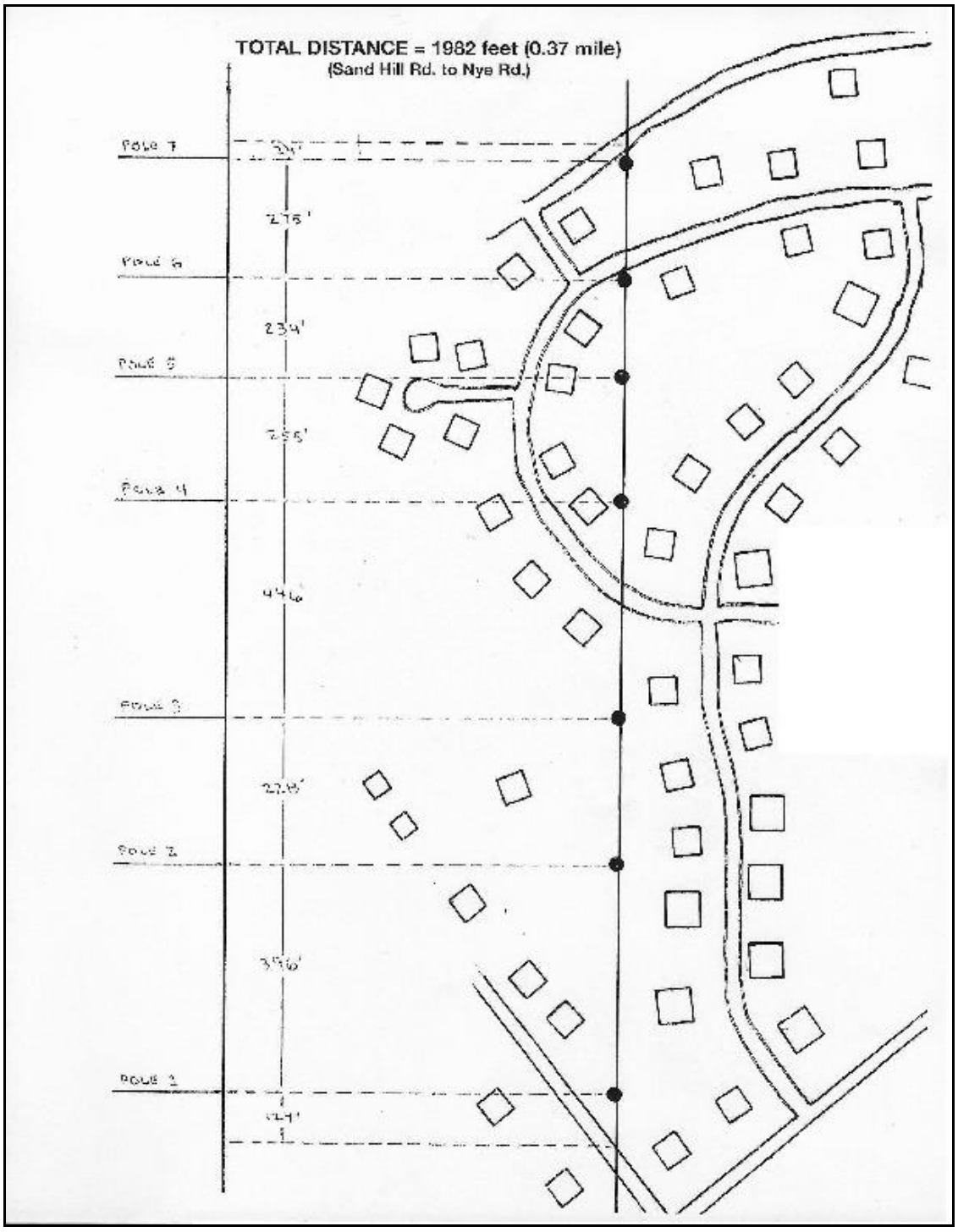
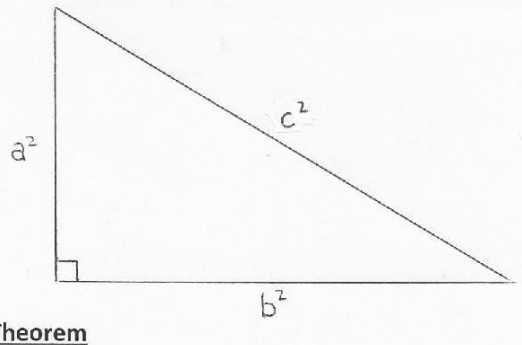


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

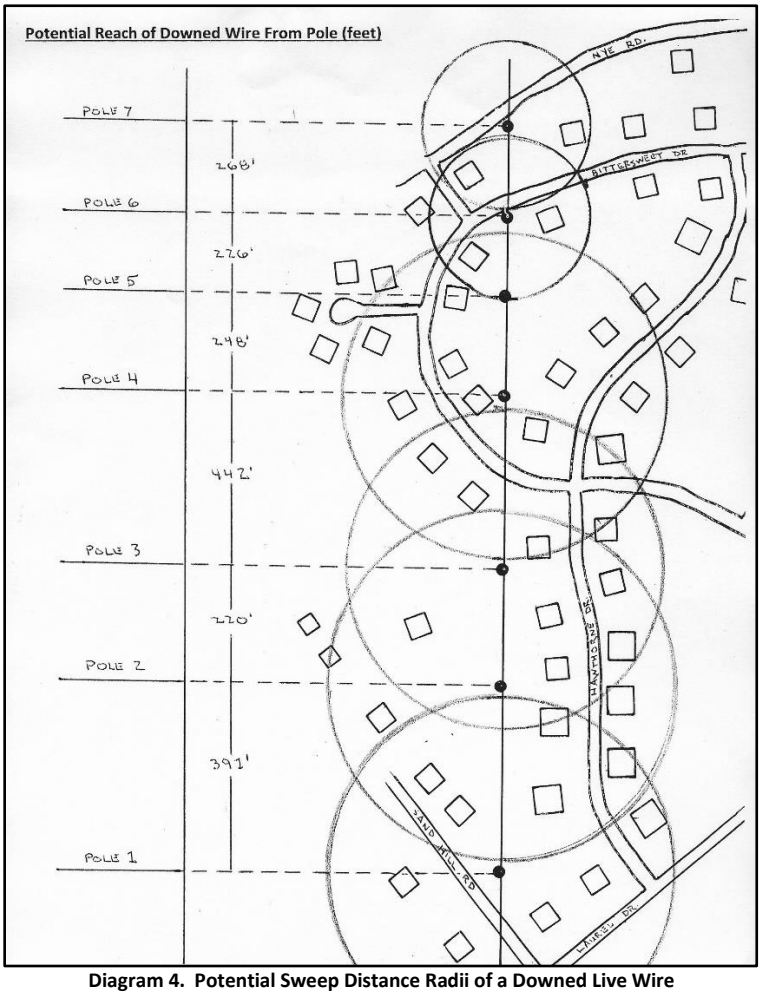


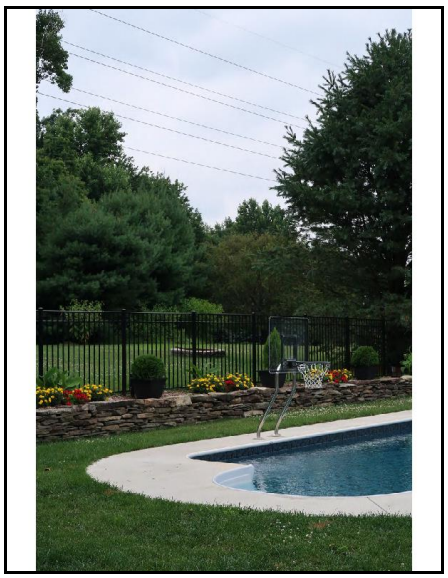
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

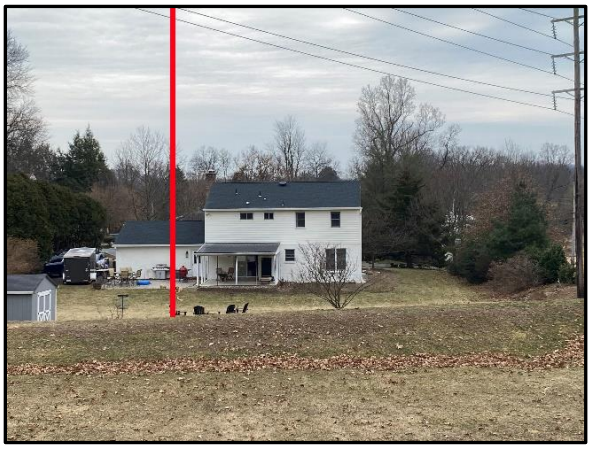
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

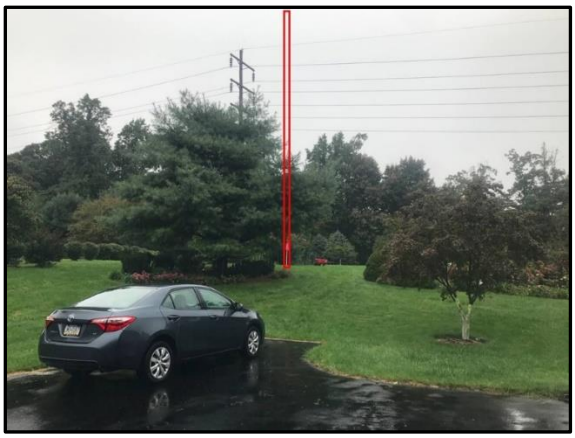




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

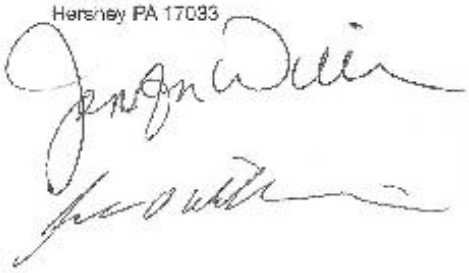
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

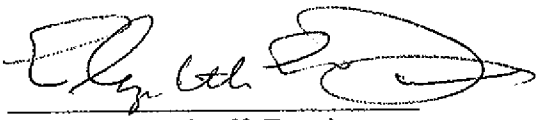
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

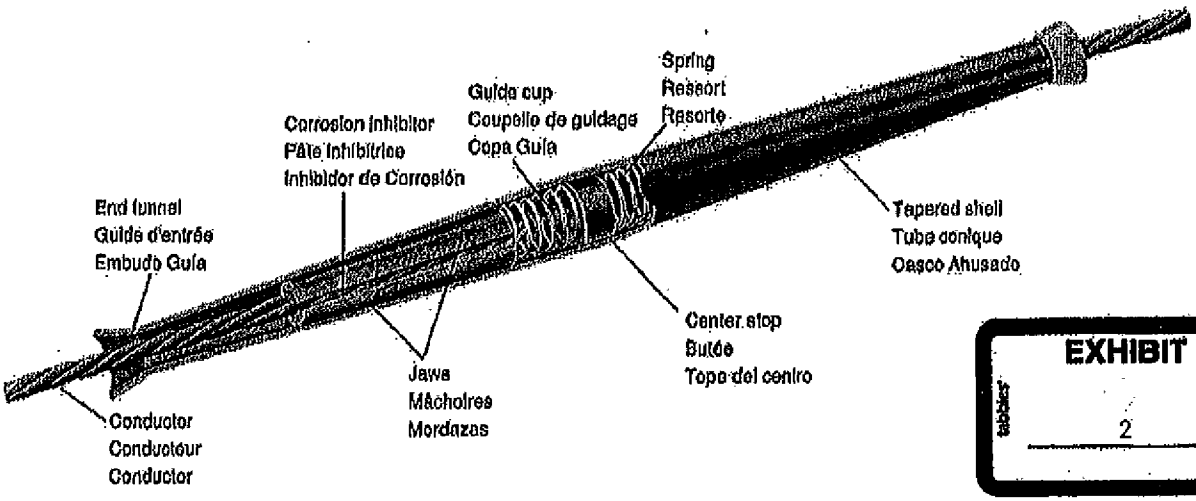


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

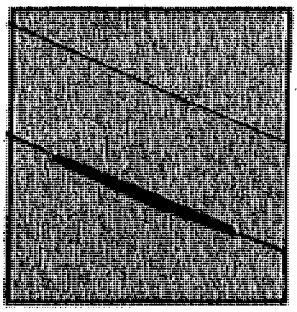
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

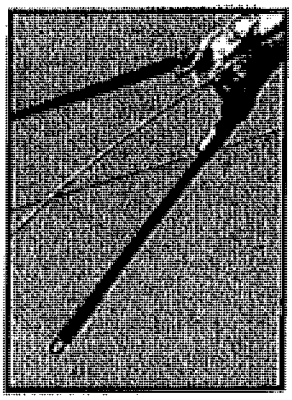
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

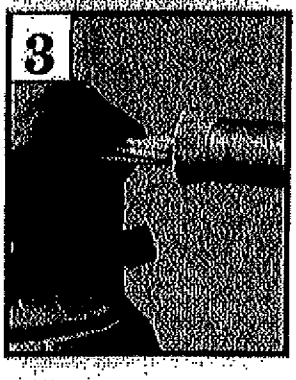
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

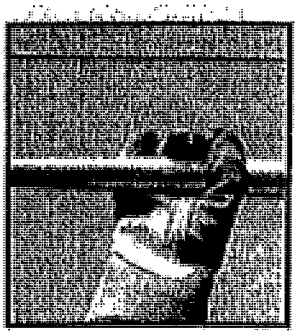
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5835	25.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 13, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028286, et al.
Michael Florio v. First Energy,
Metropolitan Edison Company and
Mid-Atlantic Interstate Transmission, LLC
Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Michael R. Florio
1965 Sand Hill Rd
Hershey, PA 17033

November 13, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028286, et al.
Michael Florio, et al. v. Metropolitan Edison Co., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact me at (717) 460-5783.

Sincerely,



Michael R. Florio
1965 Sand Hill Rd
Hershey, PA 17033

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Michael Florio, et al.	:	
	:	
v.	:	**Docket No. C-2021-3028286, et al.**
	:	
Metropolitan Edison Company, et al.	:	
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by Michael Florio

Date Submitted for the Record: November 13, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
    - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
    - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
    - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
        - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP…. Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

    As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow. In addition to the above stated concerns is the proposed placement of the pole(s) on my property. I have to point out that this is based on wooden stakes placed on my property. Despite assurances from Ms. Morris that a diagram would be sent to me portraying the location of poles and lines across my property, this has not occurred. One of the wooden stakes is in the middle of a drainage ditch berm that is on the southern portion of my property. This is also in my deed. Placing a pole in this location threats the stability of berm. Our neighborhood is already dealing with soil erosion near Nye Rd due to poor design and execution and do not need another problem.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety,

reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these line**s**; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit,

pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states “Under and subject to conditions and restrictions which now appear of record”.

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents’ DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains “our safety”. Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of ‘safety’. ‘Safety’ isn’t defined. Further, Mr. Irvine states that this project is “consistent with current industry best practices”. How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a ‘best practice’?

‘Best practices’ evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn’t have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the ‘best practice’ and soon all cars had them. Years later, the “best practice” evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 8, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028418
Micheal and Karen Fedash v. Metropolitan Edison Company & Mid-Atlantic Interstate Transmission, LLC, et al.
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of myself, the Complainant, Michael and Karen Fedash regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Michael and Karen Fedash

Cc: Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company
Complainants Parties of Record

September 8, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028418
Micheal and Karen Fedash v. Metropolitan Edison Company & Mid-Atlantic Interstate Transmission, LLC, et al.

Direct Testimony and Exhibits

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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033

Mdkramer36@hotmail.com

krasinski01@verizon.net

king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact me.

Truly yours,

Michael and Karen Fedash
E-Mail: Karenjf1981@gmail.com
Phone: 717-602-2676

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Michael and Karen Fedash	:	
	:	
v.	:	Docket No. C-2021--3028418
	:	
Metropolitan Edison Company & Mid-Atlantic Interstate Transmission, LLC, et al.		
	:	
	:	
	:	
	:	

Direct Testimony and Exhibits of

Michael and Karen Fedash

Date Submitted for the Record: September 8, 2022

DIRECT TESTIMONY OF Michael and Karen Fedash

Introduction and Context

Q. **Michael and Karen Fedash,** please state your names and briefly describe your background.

A. Our names are Michael and Karen Fedash and we have lived at 25 Hawthorne Dr since 2003. This is our first house we ever bought and have lived at this address ever since. We have raised two children in our house Reagan age 9 and Michael age 12. We truly love our house and 6 years ago we placed a sizeable addition onto our house with a pool area as well because we loved our neighborhood called the "Meadows" so much we did not want to move.

Michael is a financial advisor working for Members First Federal credit union. He graduated from Lehigh University in 2002 with a degree in finance and obtained his MBA from The Pennsylvania State University in 2010.

Karen currently works as a Certified Registered Nurse Anesthetist at the Milton S. Hershey Medical Center. She received her Bachelors of Nursing from The Pennsylvania State University in 2003 and received her Masters of Nursing with a concentration in Anesthesia from Georgetown University in 2006.

Q. Please describe your interest in this matter.

A. We are appearing as complainants in this matter as we have a very active family that are constantly outside in our yard and throughout the "Meadows" development. We currently have a pole neighboring inches from our property and have electrical wires cross parts of our property. With the new proposed changes from the electrical company we still will have wires crossing our property. Our children age 9 and 12 play football, soccer, and sled under the proposed new transmission lines. We also have a pool that is near the transmission lines. Karen walks our chocolate lab four miles a day throughout the development and runs four miles almost daily through the development constantly crossing and being exposed to the overhead power lines during her run.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

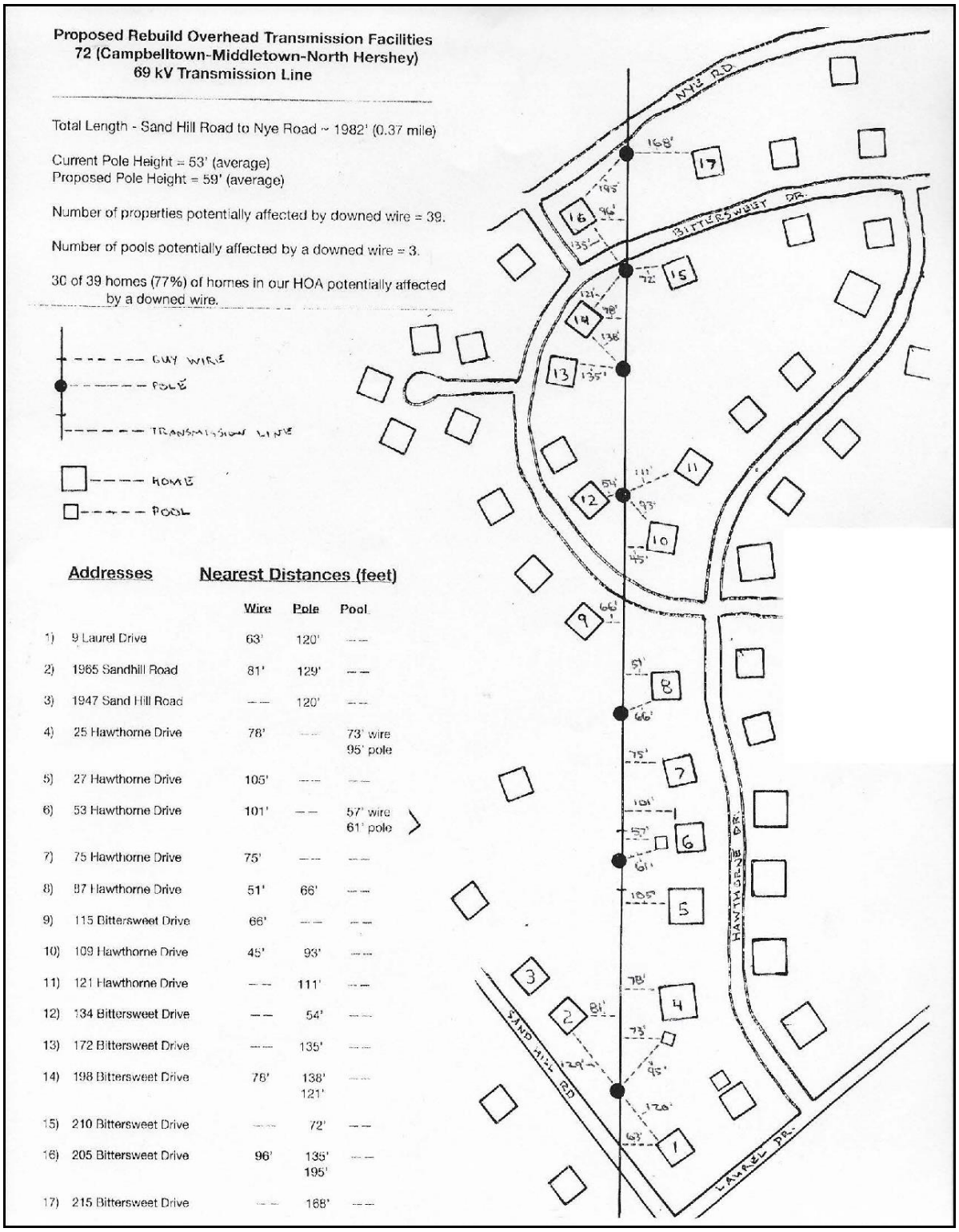


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

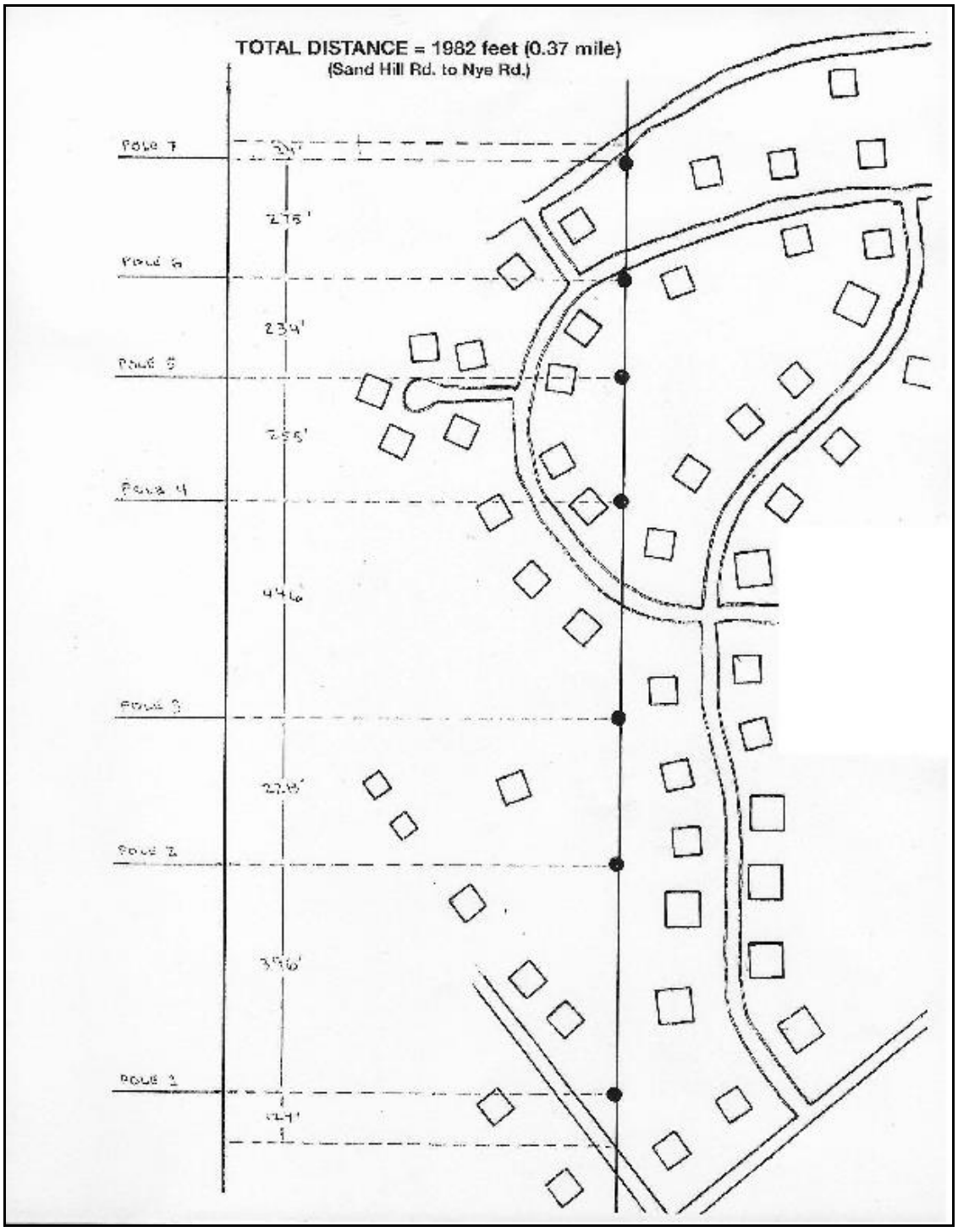
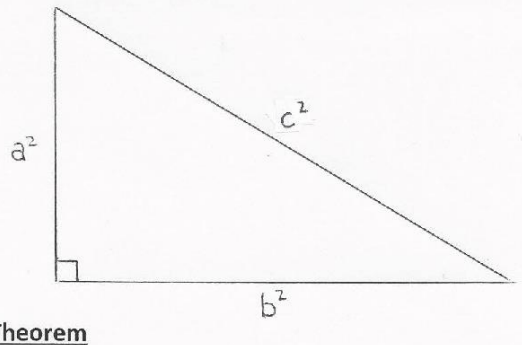


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

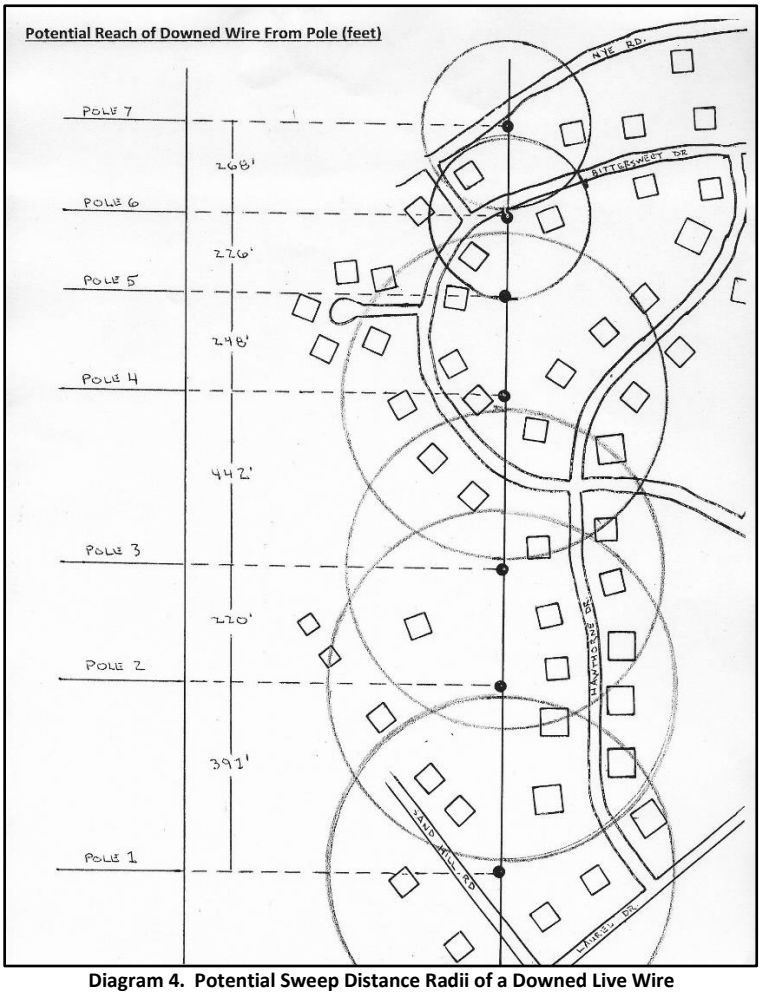


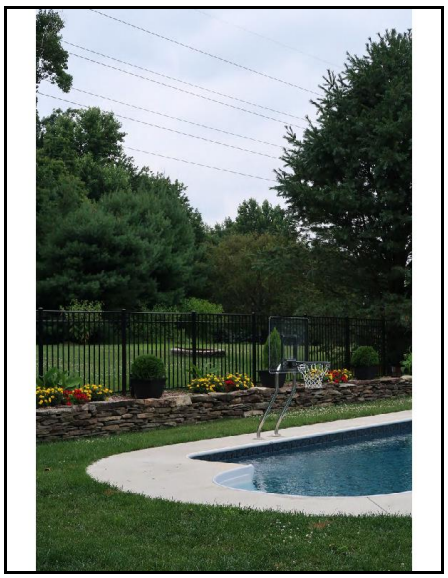
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

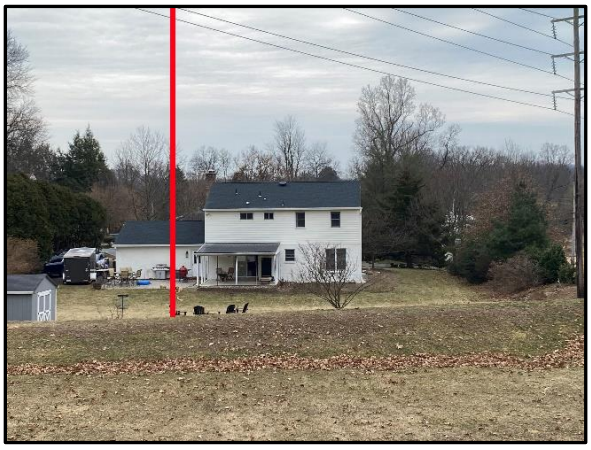
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

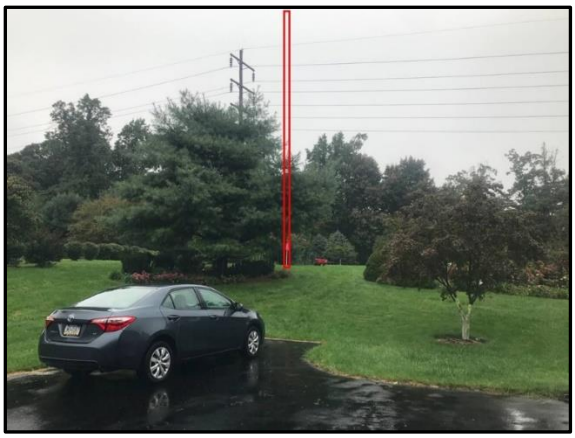




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

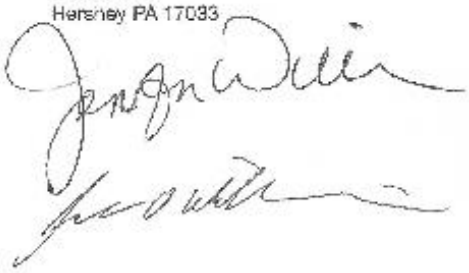
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

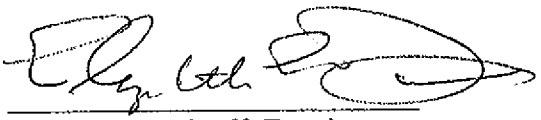
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

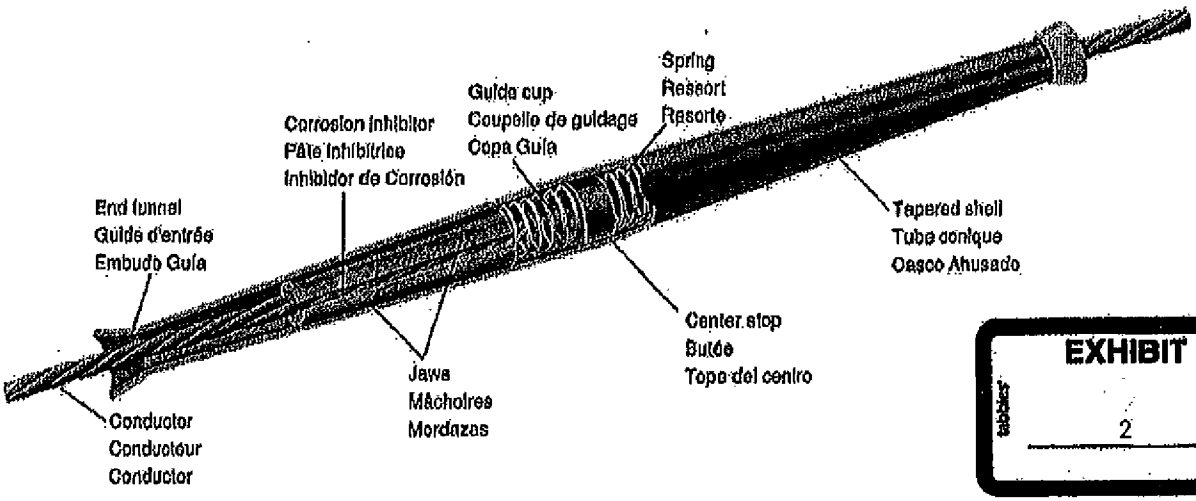


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

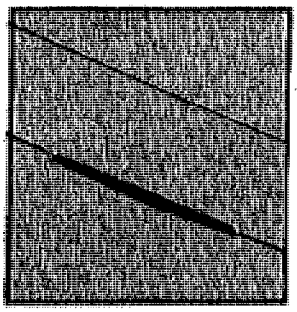
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

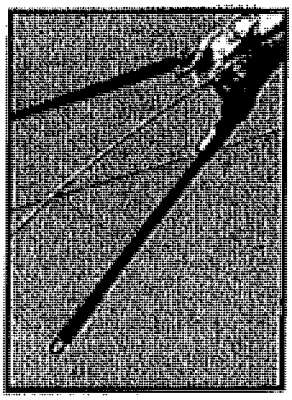
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

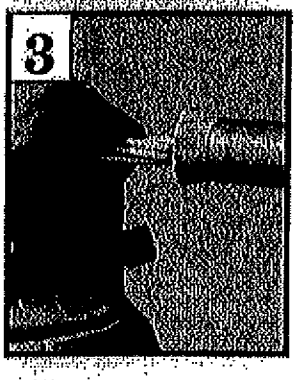
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

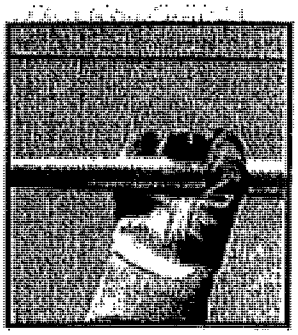
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5835	25.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 13, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C-2021-**3028418** et al.

Michael and Karen Fedash, et al. v. Metropolitan Edison Company, et al.

Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Michael and Karen Fedash

November 13, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-**3028418**, et al.
Michael and Karen Fedash, et al. v. Metropolitan Edison Co., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact us.

Truly yours,



Michael and Karen Fedash
717-602-2676

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414-ANDREWS, FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418-KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302-PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Michael and Karen Fedash, et al.	:	
v.	:	**Docket No. C-2021-3028418, et al.**
Metropolitan Edison Company, et al.	:	

Rebuttals to Respondents Direct Written Testimonies by Michael and Karen Fedash

Date Submitted for the Record: November 13, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
  - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
  - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
  - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
  - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
    - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP.... Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

  As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these lines; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

> According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only **IF** Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

> According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states "Under and subject to conditions and restrictions which now appear of record".

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents' DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains "our safety". Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of 'safety'. 'Safety' isn't defined. Further, Mr. Irvine states that this project is "consistent with current industry best practices". How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a 'best practice'?

'Best practices' evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn't have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the 'best practice' and soon all cars had them. Years later, the "best practice" evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

September 7, 2022

The Honorable Mark A. Hoyer
The Honorable John Coogan
Administrative Law Judges
Pennsylvania Public Utility Commission
Harrisburg, PA 17105-3265

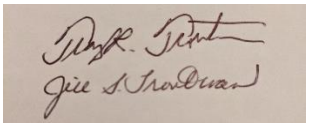
Re: Docket No. C-2021-3028464
Tracy and Jill Troutman v. Metropolitan Edison Company, Mid-Atlantic Interstate Transmission, LLC, et al.
Direct Testimony and Exhibits

Dear Judges Hoyer and Coogan:

Enclosed please find the Direct Testimony and Exhibits on behalf of ourselves, the Complainants, Tracy and Jill Troutman regarding the above referenced proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,



Tracy and Jill Troutman

Cc: Tori Giesler, Esquire, FirstEnergy Service Company
Margaret Morris, Esquire, Representing MAIT and Metropolitan Edison Company Complainants Parties of Record

September 7, 2022

Via Electronic Filing

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

Re: Docket No. C-2021-3028464
Tracy and Jill Troutman v. Metropolitan Edison Company, Mid-Atlantic Interstate Transmission, LLC, et al.
Direct Testimony and Exhibits

CERTIFICATE OF SERVICE

We 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.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

The Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company Service
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger/Rizzo/Darnell
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Dr
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

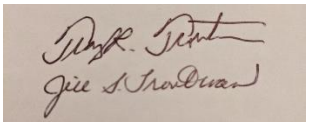
Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadaan@msn.com

If there are any questions, please contact us.

Truly yours,



Tracy and Jill Troutman
E-Mail: troutmantracy@outlook.com
Phone: 717-712-9649

Cc: The Honorable Mark A. Hoyer, PUC Commission
The Honorable John Coogan, PUC Commission
Tori Giesler, Esquire, FirstEnergy Service Co
Margaret A. Morris, Esquire, Reger|Rizzo|Darnell

List of pertinent proceedings that have been consolidated below:

C-2021-3028186 - DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464 - TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZER V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416 - NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346 - STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286 - MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283 - SAMANTHA BRYANT v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028314 - MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028414 - ANDREW S. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028418 - KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3030530 - GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028302 - PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627 - PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06/01/22

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Tracy and Jill Troutman	**:**	
	:	
v.	**:**	**Docket No. C-2021-3028464**
	:	
Metropolitan Edison Company and	**:**	
Mid-Atlantic Interstate Transmission, LLC et al.	**:**	
	:	
	:	

Direct Testimony and Exhibits of

Tracy and Jill Troutman

Date Submitted for the Record: September 7, 2022

DIRECT TESTIMONY OF TRACY AND JILL TROUTMAN

Introduction and Context

Q. Please state your names and briefly describe your background.

A. Our names are Tracy R. Troutman and Jill S. Troutman. We are married and have lived in the neighborhood called the "Meadows" since 1997, having selected the lot and built our home.

Tracy is retired. He has a BA in Psychology from Susquehanna University, and an MBA with a concentration in Marketing and Marketing Research from New York University. He retired as Director of Global Consumer Insights from The Hershey Company, Hershey, PA.

Jill is retired. She has a BA in Music Therapy from Montclair University. She did post graduate work on a Rotary Scholarship from the University of Queensland in Brisbane, Australia. She has an RN degree from the Helene Fuld School of Nursing in Trenton, NJ. She retired as an RN from the Milton Hershey School, Hershey, PA.

Q. Please describe your interest in this matter.

A. We are appearing as Complainants in this matter because we live in the Meadows and are active in the neighborhood where the replacement of overhead power lines and poles are being proposed. Although we do not have transmission poles in our yard directly, we cross underneath these lines multiple times daily via walking, driving, and interacting in the neighborhood.

Direct Written Testimony and Exhibits (Con't)

Q. Has the land usage adjacent to the transmission lines changed from the initial construction of the poles/lines to present day?

A. Yes.

For perspective, the 69kv transmission line was constructed and passed through what was then open fields many years before our development (the "Meadows") was built. The easement was originally granted 81 years ago, in September, 1941. Construction of the neighborhood began in approximately 1991. The area of our neighborhood where the transmission lines/poles pass through is approximately 0.37 miles.

The land use and environment in this area has changed drastically since the initial transmission lines were erected. Where once this was an open field, it is now a vibrant neighborhood full of active families.

Q. Do you have a desired outcome from this proceeding?

A. Yes.

Initially, FirstEnergy only notified a limited number of residents of the replacement of the old 69 kv transmission lines and poles (see Exhibit 1). However, after several inquiries and complaints, FirstEnergy then sent our entire neighborhood notification of the proposed changes in September, 2021 (See Exhibit 2). The proposed location of the new poles and lines not only go through residents' yards, but are too dangerously close to actual homes, driveways, pools, playgrounds and common areas. These lines pose health and safety risks not only to those whose properties they cross, but all residents who daily walk, play and drive beneath the lines. **The desired outcome is to have the transmission lines placed underground through our neighborhood.** Since FirstEnergy has determined that these lines must be replaced, now is the right time to have this dialogue to have these lines placed underground. Although the original transmission lines/poles preceded our neighborhood, the decision about how to replace them should be based on what's best based on today's reality….not simply what's been done before. FirstEnergy states on their web site: "…It's about understanding the impact our company can make in the world around us and choosing to do what is right and good with that opportunity."

This is the opportunity to do what is right and good. This would be for the betterment of today's residents and those of the future. This would be in line with the mission statement on FirstEnergy's web site: "We are a forward-thinking electric utility centered on integrity, powered by a diverse team of employees committed to making customers' lives brighter, the environment better and our communities stronger." Our lives would be made safer and "brighter" if these lines were underground.

It should be noted and stressed that the residents of our neighborhood receive absolutely no benefit, whatsoever, from this specific transmission line. Met-Ed does not service this neighborhood, PPL does. Yet, this neighborhood is required to assume all of the risk associated with these Met-Ed lines and poles. In a fair and reasonable world, this makes no sense at all.

PUC Code Supporting Rationale to Underground

Q. Are there PUC codes that support your rationale for your request to place the transmission lines underground?

A. Yes.

While several arguments exist for placing the transmission lines underground, "safety" is, by far, the first, and primary concern.

The PUC also lists "safety" as a key criterion for siting transmission lines. Safety is referenced in multiple PUC codes. The PUC document "Transmission Line Siting, the PUC and the Role of Residents" (January 2018) states, "The proposed route (of transmission lines) must be established as the best out of other alternatives **considering safety,** environmental impacts; impacts on scenic and historic sites; existing land use; soil and sedimentation; plant and wildlife habitats; terrain; hydrology; and landscape." It is worth noting that safety is listed first.

Additionally, the PUC code Subchapter G. Commission Review of Siting and Construction of Electric Transmission Lines; 57.76 Determination and Order states,

(a)….. "The Commission will not grant the application, either as proposed or as modified unless it finds and determines as to the proposed HV line:

(2) "That it will not create an unreasonable risk of danger to the health and safety of the public"

Further**, 66 Pa. C.S. §** 1501 states,

"Every public utility shall furnish and maintain adequate, efficient, **safe**, and reasonable service and facilities, and **shall make all** such repairs, **changes, alterations, substitutions,** extensions, and improvements in or **to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of** its patrons, employees, and **the public**."

Q. Have any of the PUC codes been violated?

A. In my opinion, yes.

While there are no specific operational definitions of "safety" and "unreasonable risk of danger" in the PUC code, my definition of "safety" and "risk of danger" means that there are no casualties, no injuries, no property damage, and no accidents resulting from these overhead lines and poles.

However, the safety code has already been violated since there have been multiple accidents with the current lines/poles in our neighborhood, as witnessed by neighbors and documented in detail later in this document. In one of the accounts, the neighbor was told by a linesman that the accident was caused by a "faulty line connection".

While it is acknowledged that this is not our area of expertise, the downed wire was a failed connection. This was a possible code infraction of PUC Code 66 Pa. C.S 1501.

Q. Is it likely that an accident will occur in the future with overhead lines and poles?

A. Yes.

While no one can truly predict the future, history does repeat itself. Since there have already been several hazardous incidents in this neighborhood, and since the proposed plan by MAIT, Met-Ed, and First Energy is to replace the lines/poles "in kind with like poles and lines", it is safe to state that multiple safety accidents WILL again happen in the future.

Actually, evidence suggests that accidents will be more likely to happen in the future with overhead poles/lines. The PA Department of Environmental Protection's Climate Action Plan projects that there will be more severe weather in PA and to expect more impact on lines due to climate change. (PENNSYLVANIA CLIMATE ACTION PLAN 2021: Strategies for government, business, agriculture, and community leaders—and all Pennsylvanians; September 2021).

Further, not only will the number of accidents likely increase, but the accidents will likely increase in severity as well. MAIT, Met-Ed and First Energy's proposal of fewer poles, and fewer lines still carrying 69 kv suggests that each line will now be longer and carry more power….so when an accident does happen it will potentially have a wider and greater impact.

Q. Does FirstEnergy put an emphasis on 'safety'?

A. Yes. FirstEnergy states that "FirstEnergy's core values encompass what matters most to us. They guide the decisions we make and the actions we take. Our core values inspire our actions today and shine a light on who we aspire to be in the future….

- Integrity
- Safety"…..

https://www.firstenergycorp.com/careers/why_firstenergy/values_culture.html

Additionally, FirstEnergy's strategic plan states that: "Safety is an unwavering core value at FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)….. Our commitment to safety extends beyond our employees and into the communities we serve."
https://fecorporateresponsibility.com/social/safety-health-and-wellness/

"We are embracing pivotal changes within our operations and culture that are energizing our company as we further our transformation into a forward-thinking premier utility"

This neighborhood champions FirstEnergy's values. In the past 30 years, the land that this transmission line crosses has undergone pivotal change….from woodland and an open field to a vibrant, active neighborhood with children. I would like MAIT, Met-Ed and FirstEnergy to recognize this fact and underground these lines through our neighborhood for our safety.

Our safety, and the safety of future residents of our neighborhood must be prioritized above all other factors being considered for this project – above cost, and above convenience. It is reasonable to make this request since FirstEnergy's Strategic plan, core beliefs, and values state that our safety is important.

Physical Health Concerns

Q. Are you aware of the United States federal standards for Electromagnetic Field (EMF)?

A. Yes. There are none. According to the United States Environmental Protection Agency web site, "Multiple agencies within the federal government regulate EMF. The agency that sets standards for EMF depends on the frequency of the EMF. However, in the United States, there are no federal standards limiting electromagnetic fields from power lines and other similar sources. Some states set standards for the width of right-of-ways under high-voltage transmission lines because of the potential for electric shock." **https://www.epa.gov/radiation/are-there-regulations-concerning-radiation-emissions-power-lines**

Q. Do you feel the transmission line should be placed underground to safeguard against what could be detrimental health effects on human life?

A. Yes.

- Exposure to electromagnetic fields**, r**esearch regarding the safety of exposure to electromagnetic fields have been inconclusive. Until studies on the effects of EMF are conclusive, we must err on the side of caution. These lines should be placed underground within the neighborhood to ensure the safety and well-being of its residents, and those who frequently enjoy the benefits of walking, running or bike riding underneath these lines.
    - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that EMF exposure poses a health risk as "weak," but noted that it cannot be recognized as entirely safe, and considered it to be a "possible" human carcinogen." http://www.niehs.nih.gov/health/topics/agents/emf/.
    - The United States Environmental Protection Agency also state on their web site https://epa.gov/radtown/electric-and-magnetic-fields-power-lines that the studies connecting EMF to health effects are inconclusive.
    - The American Cancer Society refers to studies on the effect of extremely low radiation (generated from transmission lines) as utilizing "inconclusive data". This data is extremely difficult to study due to several factors. "There are no good ways to accurately estimate someone's long-term exposure, which is what matters most when looking for possible effects on cancer."
    - The World Health Organization concluded that although current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic field, there are some gaps in knowledge about the biological effects and they indicate further research is needed.

- Further, Pentachlorophenol (PCP), which permeates the wooden poles used in the transmission line, is injurious to humans as evidenced by the following:
    - According to the WHO document Pentachlorophenol in Drinking-water 2nd edition which can be located at Microsoft Word - GDWQ.2ndEdit.Pentachlorophenol.doc (who.int)
        - "IARC (1990) classified PCP in Group 2B — the agent is possibly carcinogenic to humans, because of inadequate evidence of carcinogenicity in humans and sufficient evidence in experimental animals. There is suggestive, although inconclusive, evidence of the carcinogenicity of PCP from epidemiological studies of populations exposed to mixtures including PCP. There is conclusive evidence of carcinogenicity in one animal species, although there are notable variations in metabolism between experimental animals and humans. It was therefore considered prudent to treat PCP as a potential carcinogen."
        - "Environmental fate PCP and other chlorophenols can be metabolized by numerous aquatic and soil microorganisms, but environmental conditions are usually unfavorable for biodegradation." "... soil contamination may lead to the contamination of groundwater as well. ""
    - As per information found at Pentachlorophenol | ToxFAQs™ | ATSDR (cdc.gov),
        - "Pentachlorophenol is still used as a wood preservative for utility poles and railroad ties. Children should avoid touching or playing near them."
        - "Most pentachlorophenol that is breathed in, touched, eaten, or swallowed is absorbed into your body. Pentachlorophenol is broken down to form other chemicals. It is slowly excreted in urine; about half of what is in your body is removed after 10–20 days."
        - "The Department of Health and Human Services classifies pentachlorophenol as reasonably anticipated to be a human carcinogen (cause cancer). The U.S. Environmental Protection Agency (EPA) considers pentachlorophenol likely to be carcinogenic to humans. The International Agency for Research on Cancer determined that pentachlorophenol is carcinogenic to humans."

Q: What is the source of the drinking water in the neighborhood?

A: All of the residents have private wells.

Q: Are there any concerns of drinking water contamination with the overline poles?

A: There are risks of contamination with the Pentachlorophenol used to treat the poles.

- According to the article: Pentachlorophenol Contamination of Private Drinking Water From Treated Utility Poles - PMC (nih.gov)

- "Treated utility pole placement near private water sources can increase the likelihood of drinking water contamination. We recommend the following actions: Develop policies and procedures to restrict installation of treated utility poles in areas near wells."
- According to H525 | Vermont 2011-2012 | An act relating to the siting and regulation of utility poles treated with wood preservatives | TrackBill article, Vermont now has the following requirements:
  - New poles. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water
  - Existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative.
  - If the existing utility pole is in need of repair or treatment with a wood preservative, the person or corporation owning the utility pole shall replace or relocate the pole
  - Relocation. On the written request of a person whose source of drinking water is located within 200 feet of an existing utility pole treated at any time with any wood preservative, the person or corporation owning the utility pole shall, at its own expense: relocate the utility pole to a site greater than 200 feet away from the source of drinking water; or replace the existing utility pole with a pole that does not require treatment with any wood preservative.

Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields or from groundwater contamination (our source of drinking water) by Pentachlorophenol when compared to above ground power lines.

Electrocutions

Q: Historically have there been incidents of electrocutions, bodily injury and/or property damage as a result of downed transmission lines?

A: Yes:

1. **November 3, 1999; Arkansas**

An 18-year-old Arkansas Volunteer fire fighter was electrocuted responding to a brush fire. A tree was leaning next to overhead power lines but no downed powerlines were noted. The fire fighter stomped on the smoldering brush in the easement, and was electrocuted after he stepped on a downed power line.
https://www.cdc.gov/niosh/fire/reports/face9946.html

2. **June 2,2009, Irwin, PA; West Penn Power (FirstEnergy Subsidiary)**

Carrie Goretzka, (39) saw a fire coming from the power lines in her backyard serviced by West Penn Power and went into the garage to retrieve her cell phone. In order to get cell phone reception, Carrie Goretzka went into her side yard to contact 911. The power line fell from the pole in her yard and she was shocked continuously and caught fire until the transmission line was removed by power company employees. This electrocution was witnessed by Carrie's mother-in-law and her daughters Chloe (4yrs) and Carlie (2yrs). Carrie had burns covering 85% of her body, had several fingers severed from her left hand and underwent a left arm amputation. Carrie died on June 5, 2009. It is important to note that this same power line had fallen previously at this location within five years of Carrie Goretzka's electrocution.

Goretzka Electrocution: Pennsylvania Utility Commission (PUC) Docket No. C-2012-2307244

Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement **(PUCBIE)**

PUCBIE Document:
PUCBIE vs. West Penn Power Joint Petition for Full Settlement Proceeding (posted 2-15-2013)
SETTLEMENT AGREEMENT-BIE AND WEST PENN POWER CO

Supporting Court Documents:
Exhibit 3. Allegheny County Court of Common Pleas documents for Goretzka electrocution (6-1-2011)
Exhibit 4. Amended Allegheny Court of Common Pleas document for Goretzka electrocution (6-23-2011)
Exhibit 5. LAW360 article regarding Goretzka settlement (12-7-2012)

3. **November 1, 2012, Cleveland, Ohio (FirstEnergy Company)**

Video: Electrocution Injuries in the Gasia Thomas Case (beckerjustice.com)

Girl injured by downed power line settles for $60 million (cleveland19.com)

4. **June 13, 2013; North Carolina**

Volunteer fire fighter (36) electrocuted by downed power line. Location of incident not identified. https://www.cdc.gov/niosh/fire/reports/face201319.html

5. **July 26, 2016; Easton, PA; Metropolitan-Edison (FirstEnergy Subsidiary)**

Thomas Poynton (31) A conductor **(**Phase C) fell to the ground approximately 70 feet from the Poynton residence. The Poyntons and their two-year old daughter were inside their residence when the conductor fell to the ground. After hearing an explosion outside his residence Thomas Poynton exited the rear of his home, stepped onto the grass, encountered energized ground and was electrocuted. Thirty-six minutes after the "life and Limb" call to Met-Ed the ground was de-energized and that area was safe for first responders to provide aid. At no point did Thomas Poynton come into contact with Phase C. Thomas Poynton was pronounced dead at the scene due to electrocution. The Poynton's residence also caught fire.

Poynton Electrocution: PUC Docket No. C-2019-3011675

PUCBIE Documents:

PUCBIE vs. Metropolitan-Edison Formal Complaint (posted 7-23-2019)

BIE COMPLAINT VS MET ED

PUCBIE vs. Metropolitan-Edison Joint Petition for Approval of Settlement (posted 10-26-2020)

JOINT PETITION FOR APPROVAL OF SETTLEMENT W/MET-ED - BIE

PUCBIE vs. Metropolitan-Edison-Initial Decision (posted 12-01-2020)

C-2019-3011675 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V METROPOLITAN EDISON COMPANY ID.PDF

PUC Press release for Poynton settlement (posted 2-4-2021)

https://www.puc.pa.gov/press-release/2021/puc-approves-settlement-with-met-ed-regarding-2016-fatal-lehigh-valley-electrocution

6. **March 29, 2017; Fort Worth Texas**

Two Texas children (ages 11 and 12) die after being electrocuted by downed power line

Two kids electrocuted by downed power line in Fort Worth (fox13news.com)

7. April 12, 2018, West Deer, PA; West Penn Power (FirstEnergy Subsidiary)

Terry Colton (56) came into contact with Phase A, which was still energized and was continuously electrocuted and caught fire. One hour and two minutes after the "life and limb" call was made to West Penn, Phase A was de-energized and the area was safe for the first responders to provide aid to Mr. Colton.

Colton Electrocution: PUC Docket No. C-2021-3024913

PUCBIE Documents:
PUCBIE vs. West Penn Power Company-Joint Petition Approved for Settlement (posted 12-06-2021) JNT PET FOR APPROVAL OF SETTLEMENT W WPP - BIE

PUCBIE vs. West Penn Power Company-Initial Decision (posted 01-19-2022)
C-2021-3024913 PA PUC BUREAU OF INVESTIGATION AND ENFORCEMENT V WEST PENN POWER COMPANY ID.PDF

Supporting Court Document:
Exhibit 6. Court of Common Pleas of Allegheny County, Pennsylvania; Civil Division; No. GD-18-006023 SECOND AMENDED COMPLAINT; Colton vs. West Penn Power Company, Asplundh Tree Expert, LLC, First Energy Corporation & FirstEnergy Service Company, January 2020.

8. January 25, 2021; Panorama City, California

Father (age 53) and Daughter (age 20) Electrocuted by Downed Power Line in Panorama City, CA https://www.latimes.com/california/story/2021-01-25/father-daughter-electrocuted-to-death-downed-power-line-panorama-city

9. June 2021, Thornton, West Virginia; Mon Power (FirstEnergy Subsidiary)
Lawsuit filed against Mon Power, FirstEnergy after 2021 house fire (yahoo.com)

The most pressing issue of our complaint is the health and safety of our neighborhood. The reality is overhead transmission lines fall down and cause property damage, injury and death, as noted above. The perception is transmission lines are safe; however, history has shown otherwise as evidenced by several electrocution deaths in Pennsylvania (Carrie Goretzka, Thomas Poynton & Terry Colton) by FirstEnergy subsidiaries, specifically West Penn Power and Metropolitan Edison. Court documents and The Pennsylvania Public Utility Commission Bureau of Investigation and Enforcement (PUCBIE) filings revealed multiple alleged Public Utility Code violations by West Penn and Met-Ed that contributed to three electrocution deaths and serious property damage (see attachments). If these electrocution cases had been fully litigated, instead of reaching settlements prior to full litigation, the PUCBIE was prepared to put forth evidence and legal arguments that supported its allegations that multiple code violations were committed and these violations placed public

safety in danger. It appears that the strength of the allegations forced financial settlement in favor of the victims' families. Unfortunately, these code violations were not uncovered until the deaths occurred from the downed transmission lines. It is safe to say that these tragedies would not have happened if those transmission lines were underground.

Layout and Impact of the Proposed Transmission Line

Q: Were any measurements of the present and proposed transmission line made by resident complainants in support of their cases?

A: Yes. Neal Walmer, Becky Walizer, and Mike Florio (each individual complainants in this case), as a team, made measurements of the present and the proposed overhead replacement transmission line.

Q: What methods were used to make these measurements?

A: A measuring wheel (Keson RR112) was used to measure the distances between proposed poles (using actual stake placements by the utility) and the entire length of this transmission through our neighborhood from Sand Hill Road to Nye Road in Derry Township, PA. A laser rangefinder (Nikon Monarch 2000, Model ML321, s/n 0006254) was used in all measurements from pole or nearest point on the transmission line to homes/pools.

Q: Were any diagrams of the transmission line and the supporting structures made by the complainants to support their argument?

A: Yes. Diagrams of the section of this transmission line, from Sand Hill Road to Nye Road through our neighborhood were then made using tracings from actual satellite images. Tracings were used (versus the actual images) to reduce unwanted ground clutter that could distract from the highlighted critical information. Refer to Diagrams 1, 2 and 4.

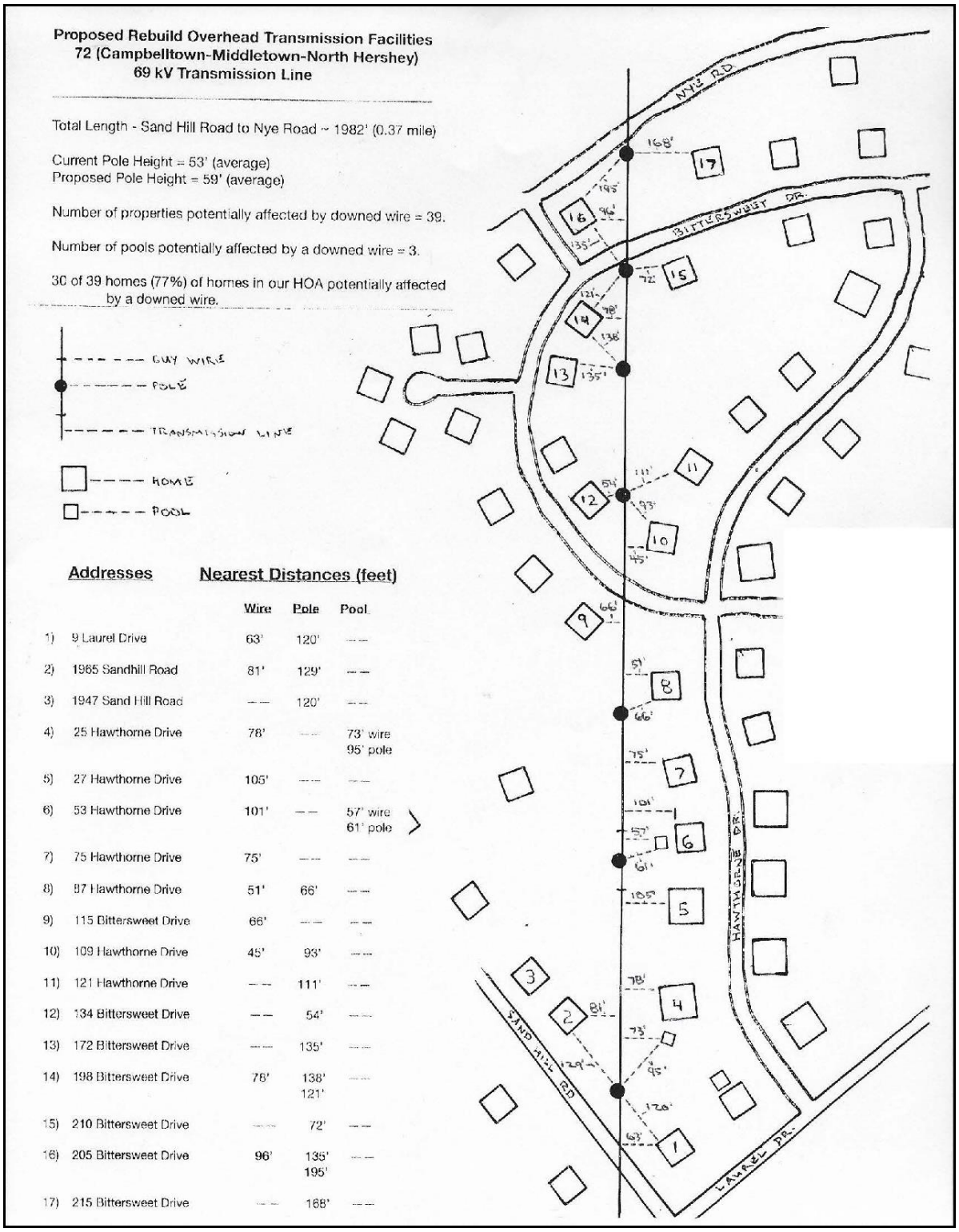


Diagram 1. Proposed Transmission Line Completed by Mr. Neal Walmer

Q: What is the length of the transmission line through The Meadows neighborhood?

A: The length of the transmission line from Sand Hill Road through our neighborhood to Nye Road is approximately 1,982 feet or 0.37 mile. See Diagram 2.

Q: How close are the homes in our neighborhood to this transmission line and its supporting structure?

A: Measurements calculated for the fifteen closest homes to wires unless otherwise noted are as follows: See Diagram 1.

1) 45 feet – home #10.
2) 51 feet – home # 8.
3) 54 feet – home # 12.
4) 63 feet – home # 1.
5) 66 feet – home # 9
6) 72 feet – home # 15
7) 75 feet – home #7
8) 78 feet – home # 4
9) 78 feet – home # 14
10) 81 feet – home # 2
11) 96 feet – home # 16
12) 101 feet – home # 6
13) 105 feet – home # 5
14) 111 feet (from pole) – home # 11
15) 135 feet – home # 13













Q: What are the approximate distances in feet between the proposed pole placements?

A: Based on stake placements on site, approximate distances between the proposed pole placements appear to range from 234’ to 446’. See Diagram 2.

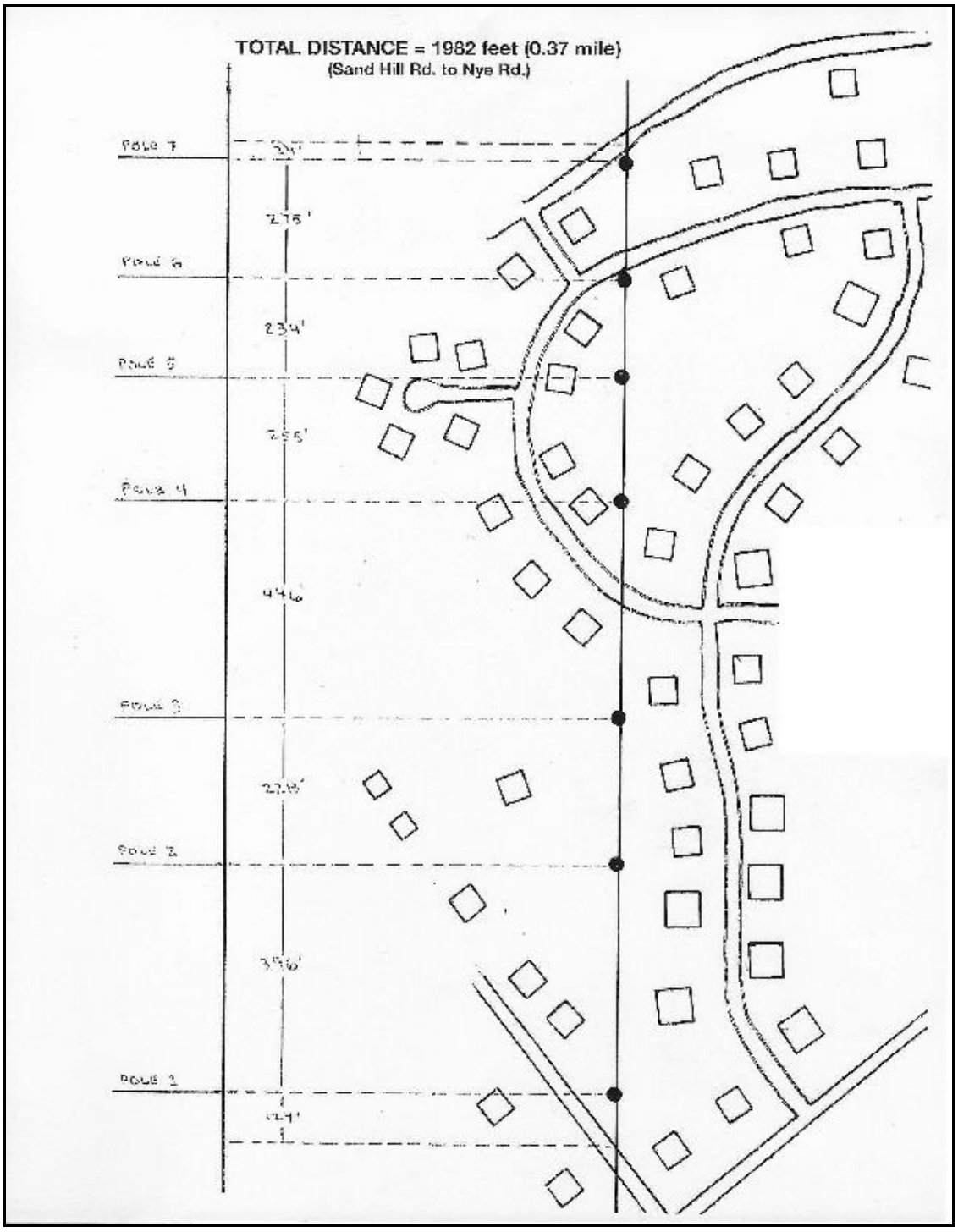
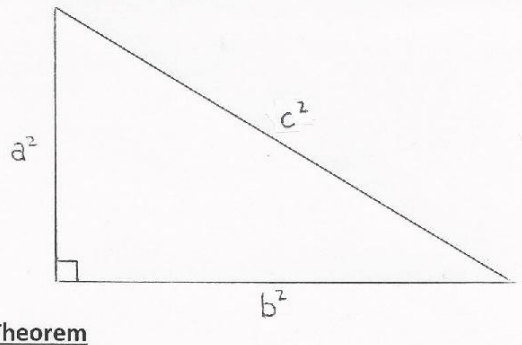


Diagram 2. Total Line Distance and Distance Between Poles

Q: How did you measure the maximum sweep distance radii of a downed live wire?

A: To be accurate and fair, the Pythagorean Theorem was utilized. For a right triangle, the equation "$a^2 + b^2 = c^2$" was used to calculate the distance "b" (potential sweep radius of a downed live wire) when both the approximate height of the pole ("a") and the distance between poles ("c") were known. The potential sweep distance radii shown assume a line break precisely at a pole (sweep distances can be longer or shorter depending on where a break might occur). Measurements represent maximum potential sweep distances.

How to Calculate the Sweep Distance Radii of a Downed Live Wire Using the Pythagorean Theorem



Pythagorean Theorem

$a^2 + b^2 = c^2$

$b^2 = c^2 - a^2$

$b = \sqrt{c^2 - a^2}$

In our case, a = average height of each pole in feet.
c = distance between poles in feet.
b = potential sweep distance radius of a downed live wire in feet.

Knowing a and c, we can calculate b as follows:

Distances Between Poles	c	$b = \sqrt{c^2 - a^2}$
Pole 1 to Pole 2	396'	391'
Pole 2 to Pole 3	228'	220'
Pole 3 to Pole 4	446'	442'
Pole 4 to Pole 5	255'	248'
Pole 5 to Pole 6	234'	226'
Pole 6 to Pole 7	275'	268'

Diagram 3. Calculation of Sweep Distance Radii

Q: What are the maximum potential sweep distance radii of downed live wires along this transmission line in our neighborhood?

A: Based on the proposed pole placements, the maximum potential sweep distances radii of downed live wires range from 226 feet to 442 feet. The differences are dependent on the actual distances between poles. See Diagram 4.

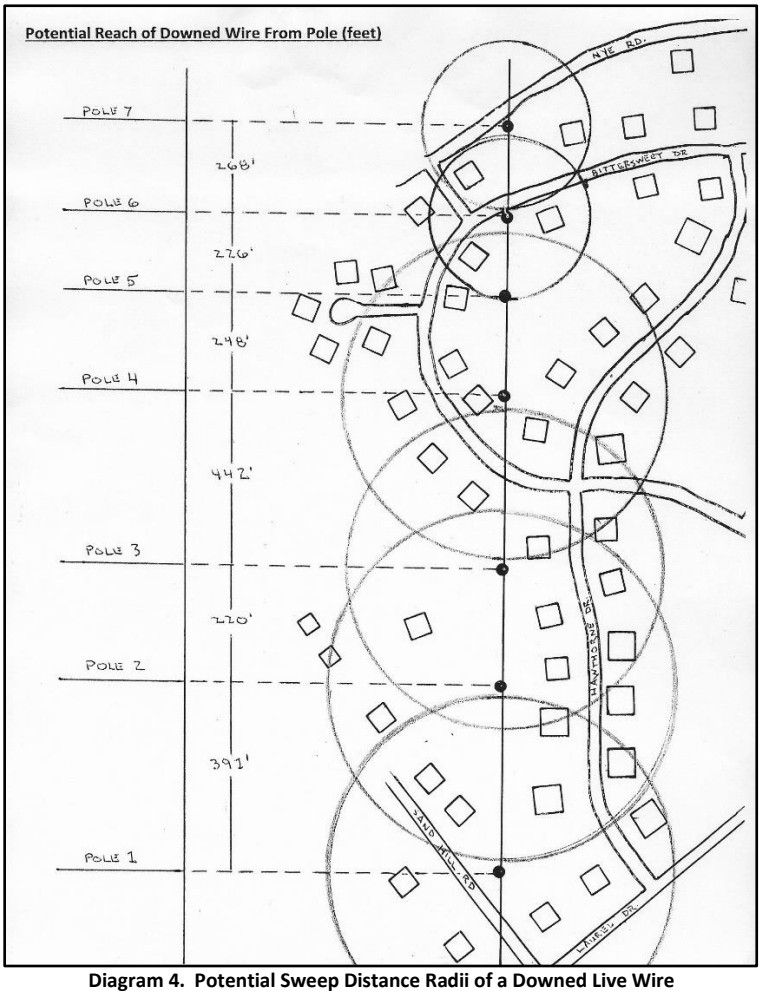


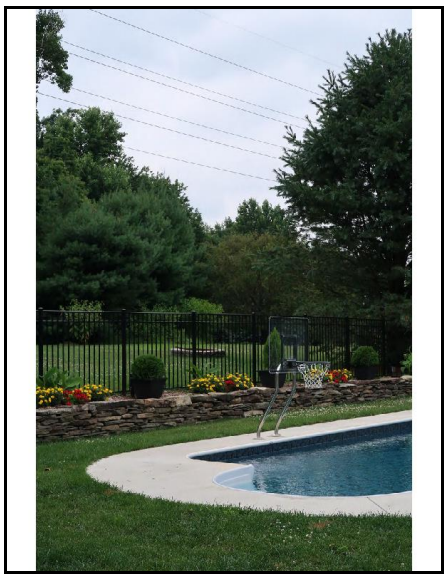
Diagram 4. Potential Sweep Distance Radii of a Downed Live Wire

Q: How many homes in this area are at risk of coming into contact with a downed live wire?

A: It appears that 30 of 39 homes in The Meadows HOA (77%) plus at least 9 other homes outside our HOA appear within potential contact distance of a downed live wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4.

Q: Are there any in-ground swimming pools in this area potentially at risk of being contacted by a downed live wire?

A: There are 4 family swimming pools within the potential contact area of a downed live wire. See Diagram 1.



Picture of Home 6 from Diagram 1

Q: Can electrocutions and fires occur outside the potential area of contact with a downed live wire, i.e. is the area of potential risk actually greater than simply the area of potential contact with a downed live wire?

A: Yes. As noted previously in the July 26, 2016 Thomas Poynton case (PUC Docket No. C-2019-3011675), the electrocution in this case occurred approximately 70' feet from the actual downed wire when Mr. Poynton stepped out onto live ground (it was saturated with moisture from the prior days' heavy rainfall). Therefore, the actual area of risk in our neighborhood is greater than simply the potential "live wire contact area" and would include more homes and yards than those simply within contact range.

History of Hazardous Incidents Associated with This Transmission Line in Our Neighborhood

Q: Has our neighborhood experienced any hazardous incidents involving this specific transmission line?

A: Yes. Approximately 10+ years ago, an incident occurred in the backyard of 53 Hawthorne Drive. One resident witness described that "one of the wires came down and was sparking on the ground." See Exhibit 7 and Exhibit 8.
A second incident took place in July of 2021. Several residents reported that it occurred on the transmission line in the area between 205 Bittersweet Drive and 215 Bittersweet Drive. Witnesses noted a "loud explosion", a "loud boom", a "flash of light", "fires and sparks", "a sky filled with fireworks", and a "massive amount of sparks." One witness reports speaking with a Met-Ed repairman the following day who related to her that the incident "was due to a faulty line connection on one of the poles." See Exhibit 9, Exhibit 10, and Exhibit 11**.**

Q: Do residents in our neighborhood have a right to be concerned regarding the safety of the above ground transmission line versus an underground line?

A: Yes. In the cases noted, it appears that Met-Ed has a demonstrated history of alleged PUC violations resulting in death, severe injury, and/or property damage. The allegations in these cases were apparently strong enough to result in substantial financial settlement in favor of the complainants. The residents of The Meadows neighborhood have also experienced at least 2 hazardous incidents noted above. Although there was no significant physical injury, death, or property damage reported as a result of our specific incidents, the potential for injury and/or damage was very real and readily apparent.

Q. Have your concerns regarding the future expansion of the transmission line been answered?

A. No. Within the answers to the informal discovery questions "8 and 9" were the following statements (Exhibit 12):

- "There are no current plans to add an additional circuit to the line."
- "Currently, MAIT does not anticipate a need to increase the voltage of the line."
- "Industry practice does not forecast that far into the future. There are no anticipated changes to the Line."

I believe "no current plans" does not equate to "no future plans." All companies do forecast for future needs. The forecast may not include the next 50 years; however, it would include a number of years that are used to project need for future builds and the costs involved. This forecasting is important to this case and should be presented.

Q: Is it reasonable to assume that residents, who have little to no expertise in electrical transmission, but who reside in the potential risk area of this transmission line, should be expected to have the expertise to evaluate before, during, or after a utility's project to determine whether or not any PUC violations might occur, are occurring, or have occurred?

A: No. This is not a reasonable assumption. Unfortunately, in EVERY ONE of the tragic hazardous incident cases highlighted, **THE ACTUAL SAFETY VIOLATIONS HAVE ONLY BEEN DISCOVERED UPON POST-INCIDENT INVESTIGATION**. It is, therefore, not reasonable to assume that residents, with no electric transmission expertise, would have the expertise or capability to evaluate for potential PUC code violations before or during a proposed utility project. Rather, actual history itself can be a better indicator. Utility representatives often make promises regarding safety, but the results of the depicted tragic hazardous incidents, as well as this neighborhood's own hazardous incident experiences, show that promises, pronouncements, marketing slogans and/or well intentions by a utility do not always result in zero violations or in perfect safety. Undergrounding this transmission line for the very short distance through our neighborhood (less than 2000 feet) would eliminate, or at the very least significantly minimize, the potential for these hazardous, and sometimes tragic, incidents.

Mental Health Concerns

Q. Are you aware of the importance greenspace has on mental health?

A. Yes. It proves to play an important role in the mental and physical health of all age groups.

Q. There are several definitions of greenspace. How do you define greenspace?

A. It is open land that can be used for recreation or relaxation consisting of land rather than buildings or man-made structures.

As noted in the article, Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic / Children's Hospital of Philadelphia dated July 26, 2022, *which can be found at*: Access to Greenspace Associated with Improved Mental Health in Early Days of Pandemic | Children's Hospital of Philadelphia (chop.edu)**,** "researchers found that nearby greenspace showed a significant protective effect for depression and composite mental scores."

Q. Do you believe the open land below the current poles and lines have affected the use of this land for recreational and relaxation use?

A. Yes. The land underneath these lines remains void of activity despite the perfect ground space it offers for gatherings.

Q. Do you believe the proposed positioning of the new poles and lines will affect the use of this land for recreational and relaxation use?

A. Yes. The current poles average 53 feet tall. The new poles will average 59 feet tall. This 6 foot (or 11%) increase in height will make the appearance only more intimidating.

- The new pole placements sites will change a seasonal sled riding hill into a dangerous one and possibly create another patch of land of unused space underneath the transmission line route.
- This same new pole placement site would also become the back drop to a fire pit used for fun, rest and relaxation.
- Another pole was initially going to be repositioned in the middle of a neighbor's backyard directly adjacent to her garden. She was persistent with her complaints. Then it was repositioned to a new spot located directly in front of her car as she pulls into her driveway.

COSTS

As noted in the letter sent to our neighborhood by First Energy, dated September 1, 2021, "it is significantly more expensive to run transmission lines underground. Exhibit 2.

Q. Do you believe in the long run, undergrounding these lines would pay off?

A. Yes. Please see the information below from reliable sources that offer support with that belief.

Statistics:

- According to the U.S Department of Energy Report, Major Power Outage Events, which can be found at: https://poweroutage.report/united-states , From 2000 to 2020 affecting Pennsylvania and at least 50,000 customers, Pennsylvania experienced 77 power outages caused by weather events.

Fact:

- The U.S. Global Change Research Program (USGCRP) is a federal program mandated by Congress to coordinate federal research and investments in understanding the forces shaping the global environment, both human and natural, and their impacts on society.

According to their article What's Happening & Why | GlobalChange.gov, "high temperature extremes and heavy precipitation events are increasing, glaciers and snow cover are shrinking, and sea ice is retreating."

Statements from Reliable Sources stating undergrounding would be cost savings:

- As per https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines, " Installing underground lines costs more initially than overhead lines, but, the underground lines are less prone to damage and disruptions, and maintenance is less expensive."
- As per Using Grants to Help Convert Overhead Electrical Lines to Underground | FEMA.gov, "By converting overhead electric services underground, our goal is to reduce our customers' vulnerability to danger, restore power for more customers in a shorter period and reduce the expense of repairing services as well as property damages, additional crews and other overhead services," stated Jack Looney, district engineering planner supervisor at Independence Power and Light. Although this article relates to distribution lines, it still makes the case that undergrounding lines have the aforementioned benefits including reduction of repair costs.

Without needing to go any further at this time to prove increasing extreme weather events, let it be said that this information needs to be considered while making the decision to underground this transmission line at this time. Our society is more knowledgeable and better understands the need to protect our infrastructure from disruption and additional repair costs due to extreme weather events. Additionally, undergrounding not only saves costs for servicing and repair, but also litigation costs in the event of property damage, bodily injury, electrocutions and death as the occurrence of these issues are less frequent with undergrounding.

Q. Do you believe in the average cost of undergrounding when used by FirstEnergy/Met Ed/MAIT as an argument against undergrounding these lines?

A. No. Generalized cost ratios should not be used because costs are site specific. Our neighborhood has an ease of access- there are no buildings to go around or under. There are no trees to be removed and no flood zones to be considered.

Q. Do you believe companies should obtain competitive quotes for undergrounding these lines?

A. Yes. Just as is well known within our own government, complacency in utilizing the same resources may result in paying higher costs due to lack of oversight. It is unclear based on Ms. Morris' response to submitted discovery questions, if these bids are obtained competitively or otherwise. See Exhibit 12.

Q. Do you believe placing the lines underground results in the "financial burden being placed on others?"

A. Every person paying an electric bill funds the efforts of all undergrounding despite whether the customer benefits from the undergrounding or not, similar to how we share the costs of highways, whether we drive on the road or not. These costs should be shared to benefit all. The health and safety of the people of this neighborhood should be the priority when deciding underground versus overhead. This neighborhood is PPL customers for electricity needs, and as such, have subsidized several undergrounding projects PPL has done in Derry Township. Even though this neighborhood is not directly affected by, or benefitting from these specific projects as PPL customers, it is happy to contribute because it is the right thing to do for the greater benefit of all.

Q: Has First Energy, Met-Ed and MAIT suggested that the decision to overground the poles/lines is primarily based on cost?

A: Yes. In the document, "Met-Ed's response to Informal Discovery Request" sent to us dated August 26, 2022 (see Exhibit 12) Ms. Morris appears to make it very clear that cost is the primary factor considered in replacing this transmission line. In her response to

Question 5, Section A regarding "the reasoning behind placing fewer poles in areas different than where they are currently placed", she replies that "structures were located to minimize material and construction costs…" While using fewer poles would cut cost, it will also dramatically increase risk by significantly expanding the potential sweep radii for downed live wires. In her response to Question 6 regarding the reasoning for reducing the number of wires from 6 to 4, she states "the proposed wires were selected to minimize costs and meet capacity requirements." Reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power which will result in greater risk if one of these lines falls to the earth. I feel that "safety" should also be an essential factor in the design of this project, versus simply the consideration of "cost minimization".

Q: Does it appear that Met-Ed gave any serious consideration to undergrounding this section of the transmission line?

A: No. In response to Question 1, see Exhibit 12, asking what the costs would be to underground this section of line, Ms. Morris responded that "a high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate." In other words, it appears that undergrounding this line was never seriously considered as costs, which are an essential part of any "consideration process", were apparently never even estimated by Met-Ed.

Benefits of Undergrounding and Trends to Underground

Q. Are there benefits to undergrounding lines as opposed to keeping them overhead?

A. Yes.

- According to numerous articles, UNDERGROUND LINES are a more reliable system and would result in fewer outages due to weather related events.
    - "Underground power cables can strengthen utility systems and provide greater resilience and lower maintenance needs." (Quoted from **Why underground cables are a better long-term choice for utilities (power-grid.com)**
    - Underground lines are more dependable during weather related events (snow and ice storms, heat waves and high winds) According to the Data Source: U.S. Department of Energy, Form 0E-417 https://poweroutage.report/img/pennsylvania-power-outage-statistics.png

In 2018 Pennsylvania had 6 weather related outages affecting 50,000 customers or more; in 2019, 5 weather related outages and in 2020, 5 weather related outages all affecting 50,000 customers or more. Since March 14, 2021 there have been 8 outages in our neighborhood. According to the recently released U.S. Energy Information Administration (EIA) Annual Electric Power Industry Report, electricity customers in the states experienced on average just over eight hours of electric power interruptions in 2020, the most since the organization began collecting electricity reliability data in 2013.

- Fewer outages result in:
    - A reduction in flooded basements; reduction of dangerous effects from either no heat or no air conditioning; in the case of those requiring oxygen concentrator to breathe, less chances for episodes of no oxygen and calls for emergency assistance. Also, when electricity goes out, so do the lights, running water, and the cooling of refrigerated/frozen foods
    - A reduction in loss of work days for those who work from home. Our society is more digitally connected today than 50-60 years ago and businesses are affected when their employees cannot work from home due to power outage
    - A reduction of schooling for those children home schooled.
- Additional benefits of underground lines:
    - Utilizing underground lines is a more positive guarantee of no deleterious effects from electromagnetic fields (EMF) when compared to above ground power lines
    - Due to codes associated with the installation and utilization of underground lines, any possible groundwater contamination from pentachlorophenol saturated utility poles would be eliminated

- Improved safety for people and wildlife from injuries from fallen lines such as: electrocution and other physical injuries from direct impact of fallen lines and guy wires
- No risk of line exposure from auto accidents
- No risk of collision hazards/entanglements for small planes, helicopters, drones
- No risk of accidents due to guy wires which are considered " an attractive nuisance" in the insurance business and a risk for injury
- Underground lines enhance property values
- Reduction of frequency of maintenance (such as continual tree trimming and replacement of weather torn wires/poles) which assists in reducing maintenance cost
- Reduction of repair costs due to less service calls during weather events as there is a reduction of number of lines affected by catastrophic weather events if they are underground. Weather events can be catastrophic for above ground lines and typically not for underground lines
- Underground lines preserve greenspace and the natural beauty of the land and improves the enjoyment of the neighborhood landscape and encourages a healthy and active lifestyle
- Underground line work can be coordinated and reduce excavation costs

  - Derry Township can be approached to coordinate work to be done in one area of our development
  - Undergrounding can be cost saving. Please refer to: https://www.fema.gov/case-study/using-grants-help-convert-overhead-electrical-lines-underground.

As per the following site- underground lines saves money, "reduces customers vulnerability to danger, restores power for more customers in a shorter period and reduces the expense of repairing services, as well as, property damages, additional crews and overhead services." This reflects the costs incurred from a major ice storm.
https://www.fema.gov/case-study/overhead-underground-it-pays-bury-power-lines
As per the following site- It pays to Bury Power Lines. In SD, "the underground line WOULD HAVE paid for itself in just two damaging weather events.
There are numerous cities throughout the country that have opted to move lines underground: Florida Power and Light, PG&E and Old Dominion to name a few.

  - Decrease in maintenance costs of the underground lines help regain cost to underground
  - Underground lines decrease the cost to the health and quality of human lives.
  - Undergrounding has public support within our neighborhood

- In reference to the neighborhood “greenspace”, recreation area for children and resting area for adults please see pictures after the following question.

Q. Will the proposed placement of the above ground lines provide any negative affects?

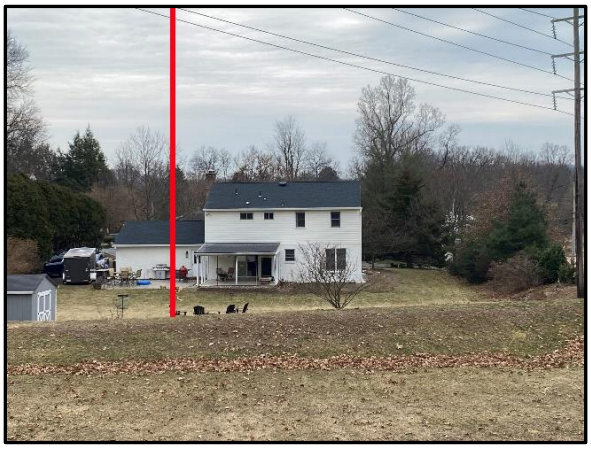
A. Yes. The proposed above ground poles/lines will:

- Remove the safe sledding area in the side yard of one of our HOA members and in the back yard of an adjacent homeowner
- Take away from the peace and solace with gathering at a fire pit.[1]





Current view of fire pit and outdoor space

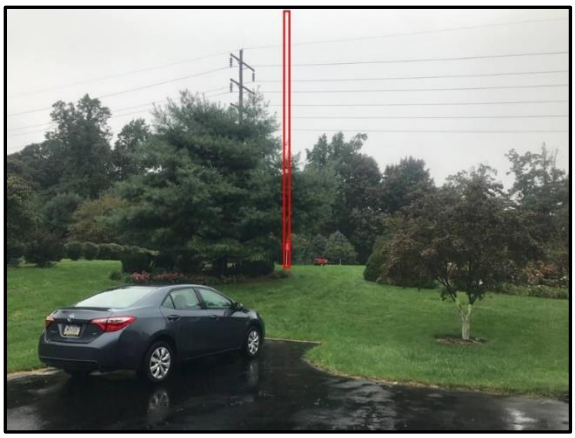




View of fire pit and outdoor space with proposed pole location

[1] The proposed site was based off of stakes placed in the ground by a First Energy contractor. All requests for maps and diagrams met with negative results.

- Create a dreadful appeal as noted below with newly proposed site depicted in red:







Pictures depicting neighborhood kids using drainage berm pit sledding. Proposed poles would interfere.

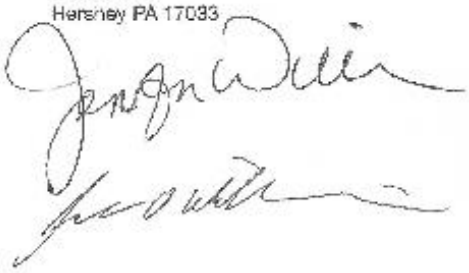
To Whom it May Concern

The new proposed transmission line move will place the new pole directly behind our house, essentially in direct sight out of our kitchen window. It is currently off to the west of the property, not an ideal placement either, but moving it to rear center of our backyard will not only dramatically decrease our property value, but place it in direct line of possible injuries to the neighborhood kids. The hill behind our house and Mike Florio's residence is a winter playground for sledding, skiing and snowboarding. This pole will become a huge liability for injuries. This does not even bring into play if the transmission line fails and come down during a storm and either the pole or lines ends up in the retention pond where it will be directly located.

My husband and I have spent 510's of thousands of dollars renovating our house over the last ten years. If the pole is placed where your company has intended it to be moved to we stand to loose our investments and improvements to our home, but also the difficulty to sell it in the future.

Over the last few years we have worked with representatives of First Energy (service company on behalf of Metropolitan Edison Company) regarding the berm on the west side of our property. We went through the trouble and expense to place this berm alongside Sandhill Rd to protect our children and animals from the cars that travel at excessive speeds. We were in discussions with First Energy/Met Ed all along that we could plant trees within the right of way of the transmission line as long as we maintained them at 10 feet, which we did every year. After a change in management a representative came out and told us all trees would need to be removed, even though we followed all the guidelines that were established with us. This shows the inability of this company to follow through with agreements previously set forth. Who is to say that any agreements they make in the future will be upheld.

Jennifer and Jesse Williams
9 Laurel Dr.
Hershey PA 17033



Testimony from Jennifer and Jesse Williams on Negative Effects of Utility Poles on Living Space and Property Value.

Undergrounding needs to be reassessed beyond the immediate cost and short-term benefits

Q. Do you support the FirstEnergy Strategic Plan as stated on their site, "We are embracing pivotal changes within our operation and culture that are energizing our company as we further our transformation into a forward-thinking, premier utility."

A. Yes. It is paramount that all companies be forward-thinking in order to survive in today's fast-moving, ever-changing environment and culture. Many companies have joined in the trend to underground. With that being said, several large power companies have displayed their forward-thinking mind set and are moving to underground. A few are listed below:

- Florida Power and Light (the largest power utility in Florida and the largest power company in the U.S. as measured by retail electricity produced and sold) has strengthened or undergrounded 47 percent of their main power lines as per their web site. FPL | Reliability | Improving Our Systems
- Pacific Gas and Electric Company is located on the west coast. Their article Conversion of PG&E electric overhead power lines to underground (pge.com) states , "PG&E has two major programs focused on undergrounding: system hardening and the Rule 20 Program. **System hardening** is part of our wildfire mitigation efforts. The **Rule 20 Program** undergrounds lines throughout the service area as part of an effort to make communities more scenic and beautiful." "These wildfire safety and undergrounding efforts make our system safer and more resilient." "This positions us to better serve PG&E's customers and respond to our state's evolving climate challenges." Their site further emphasizes the benefits of undergrounding stating, "Building and expanding our electric system underground will:
    - Help stop wildfires caused by equipment
    - Reduce public safety outages
    - Decrease the need for tree trimming
    - Improve system reliability
    - Beautify our hometowns"
- Indiana Michigan Power serves customers in the Indiana and Michigan territories and is owned by American Electric Power which has a combined service territory spanning 11 states. Their web site states: "Indiana Michigan Power (I&M) representatives plan to strengthen the electric transmission system in eastern Indiana. The proposed improvements in Delaware County involve building about 1/2 mile of underground 69-kilovolt (kV) transmission line to connect the Kenmore Substation to existing transmission lines in the area. The new transmission line travels beneath local streets and will not be visible once completed. These improvements increase reliability, reduce power outages and speed recovery when outages occur." Their site also further emphasizes the benefits of undergrounding as noted. Kenmore Substation Underground Connection Project (aeptransmission.com)

- Dominion Energy, which serves more than 5 million retail energy customers in the Midwest, mid-Atlantic and Northeast regions of the U.S. also includes undergrounding in their strategic plan noted on their web site. Their web site references undergrounding efforts as they describe their Strategic Underground Program stating, "This Virginia and North Carolina initiative aims to shorten power restoration times following major storms. We do this by finding the most outage-prone overhead power lines and moving them underground for protection." This is yet another verification that undergrounding has benefits that make the effort and cost worthwhile. https://www.dominionenergy.com/projects-and-facilities/electric-projects/strategic-underground-program

- It is noteworthy that Pennsylvania Power and Light has undergrounded several lines within our own Township of Derry.

Additionally, the state of Minnesota plans to continue supporting conversions to underground lines. As noted in the FEMA.gov article Underground Power Line Conversion in Minnesota | FEMA.gov, underground lines are a proven mitigation measure. The article goes on to state, "The underground cable will eliminate the problems associated with heavy ice breaking the lines, high wind blowing down the lines and manual, time-consuming labor to repair downed lines."

Q. Do you have any additional evidence that undergrounding trends are expanding?

A. Yes.

- EPRI (Electric Power Research Institute) as described on their site was "founded in 1972 and is the world's preeminent independent, non-profit energy research and development organization, with offices around the world. EPRI's trusted experts collaborate with more than 450 companies in 45 countries, driving innovation to ensure the public has clean, safe, reliable, affordable, and equitable access to electricity across the globe." Within their site they list research titled Protection of Underground Transmission Systems Transmission Planning published May 28, 2021 which states, "...the use of underground transmission systems is growing in many countries for various reasons including reduced visual impact and increased reliability compared to the use of overhead lines during storms and other major weather events. Their site lists numerous programs and symposiums relating to undergrounding

- EUCI (Electric Utilities Consultant Inc) as per their web site About - EUCI is “an accredited corporation that designs focused conferences and training courses for practicing professionals in the energy field as well as other industries. They list several courses relating to current undergrounding and note the fast-paced movement of technology. The course titled Underground Transmission 2022 held January 11-12, 2022, EUCI noted, "…advanced cable technologies have been developed, installation techniques have expanded in terms of options and efficiency while cost factors have improved giving transmission owners more realistic options." Please see **Exhibit 13** for course information. It is worth noting, EUCI has ongoing conferences concentrating on Underground Transmission Fundamentals as undergrounding gains momentum.

- Other organizations, including the Association of Edison Illuminating Companies, the Institute of Electrical and Electrical Engineers, and the International Council on Large Electric Systems have also published documents addressing transmission cable construction and installation as this trend to underground continues.

Local Codes and Compliance

Q. Are you aware of the Derry Township Code for newly placed electrical lines?

A. Yes. They must be underground. While the current utility poles are reportedly grandfathered, this project will entail the complete replacement. As such, the current poles will be removed and new poles will be installed and relocated; essentially this is equivalent to new construction. While no known specific requirement exists, one can expect that a responsible company, like aforementioned PPL, to lean forward to be in compliance with new standards. When one looks at government standards, this is the established practice. For example, for Department of Defense (DoD) all new construction must be designed utilizing the unified facilities criteria which is based on industry standards. DoD also has stipulated that all buildings renovating more than 50% must be within the new standards (MIL-STD-3007). For non-military federal buildings, they must use the interagency security standards on all facilities regardless of whether the facility is government owned, led or managed; will be constructed or modernized or will be purchased (CISA and Interagency Security Committee Policies, Standards, Best Practices, Guidance and White Papers).

Q. Are MAIT and Met-Ed (and FirstEnergy) complying with Derry Township's updated codes?

A. No.

Our township (Derry Township) has embraced undergrounding. The Derry Township Design and Construction Standards #185-38 Section B states that:

"All Electric, telephone, television and other communication service lines which are newly installed to serve a development activity regulated by this chapter shall be installed underground." As a result, ALL of the utilities servicing our neighborhood (the Meadows) are currently underground. The transmission lines passing through our neighborhood should also be underground. The lines and poles are being totally replaced, therefore this should be considered "newly installed".

The Environmental Impact of Overhead lines

Q. Are there any negative effects to the environment in our neighborhood that above ground transmission lines would create?

A. Yes, of particular concern:

- In general, the environmental impact is greater with overhead lines than with underground lines. In the initial clearing for the above ground lines, trees were removed and bushes and shrubs were leveled to clear the site. This clearing, disturbed animal habitats that then remained disturbed to preserve the site. This disruption would be less with underground lines

- The location of proposed overhead lines and poles will further interfere with the use of greenspace in our community. This includes the use of children play areas as well as use of outdoor space to socialize because aesthetically unappealing 59 feet poles with connecting transmission lines will be located in the middle of neighbors' yards or next to their homes

- Humming and vibration of the lines are an irritant to us as well as animals.

- As per the 2016 article, Electrocution of Raptors on Power Lines, NIH National Library of Medicine, PUBMED.NCBI.NLM.NIH.GOV page 1, electrocution continues to be a cause of avian mortality. **https://pubmed.ncbi.nlm.nih.gov/27154543/**

- The above ground poles are treated with Pentachlorophenol. This has been shown to negatively affect organisms such as honeybees and certain avian species. (Pentachlorophenol, US EPA) In addition, the Pentachlorophenol can potentially create a carcinogenic affect in the ground water.

Property Values

Q: Is there an impact to property values from overhead poles/lines

A: Although, the effects overhead power lines have on property values are not the main issue in the debate of overhead versus underground transmission lines, they are worthy of attention. The effects power lines have on property value are difficult to quantify. As per the *Journal of Real Estate Literature*, "The Effects of Real Estate Property Value", indicated that there was a greater negative effect on property value than a positive effect.

The Orchard Guide can be found on line at Orchard.com. This publication employ writers and contributors who concentrate their research on understanding the needs and problems of those in the housing market. They indicate they use data and information from credible, verified sources, including the U.S. Census and our Multiple Listing Services as well as the perspectives and insight of experts in the field. One of their articles written by Jacqueline DeMarco, updated July 18, 2022, "How Much Do Power Lines Decrease My Property Value?" (How Much Do Power Lines Decrease My Property Value? (orchard.com)) provided similar information found throughout on-line research. The information is as follows:

Power lines decrease property values because:

- Many people do not like the look
- Power lines block views
- Power lines have humming noises
- Power lines carry health concerns
- Power lines limit landscaping
- Power lines limit the use of the land within the easement.

One can dispute the percentage that power lines affect property values; however, it cannot be disputed that the pool of buyers is lessened by overhead power lines and can cause elongation of the sales process which can be costly to the seller.

Summary

In summary, history repeats itself and several FirstEnergy subsidiaries of which Metropolitan Edison is one, have a history of downed transmission lines which resulted in property damage, injury, and death. I do not want these downed transmission line tragedies to happen in this neighborhood; I want to keep our neighborhood safe and free from preventable life changing events. I feel strongly that replacing a 60+ year old transmission line with a similar in kind design (with which this neighborhood has already experienced several hazardous incidents) makes no sense, especially in this modern age when we now know so much more about safety and public health. There are far better, far more reliable, and far safer options available of which "undergrounding" is one.

Met-ED uses "cost containment" as a primary reason to replace this transmission line with a like in kind structure and design, even though they haven't fully evaluated all options. I also feel "cost" is critical in this case. However, I define "cost" as that to human life, health, and personal property. How does one quantify the value of human life, the value of our health, and the value of our personal property? **I wish to reiterate that this transmission line offers zero benefit to our neighborhood. It offers only risk.**

I respectfully and humbly ask that Metropolitan Edison and MidAtlantic Interstate Transmission uphold FirstEnergy's Safety Governance and Accountability statement that reads "**Safety is an unwavering core value of FirstEnergy. We believe that, together, we have the power and responsibility to keep each other safe and eliminate life-changing events (LCEs)."** [2]

This is the time to make a change in the decision and underground the lines. The decision should not be based on cost, nor what's "industry standard", but our safety. What may be "industry standard" may not be the right decision going through our neighborhood.

Therefore, I ask Met-Ed and MAIT to uphold their "unwavering core values" by placing these transmission lines underground for the health and safety of our neighborhood.

[2] First Energy Safety Governance statement accessed July 23, 2022 Safety, Health and Wellness - FirstEnergy Corporate Responsibility (fecorporateresponsibility.com)

Exhibits

FirstEnergy

76 South Main St.
Akron, Ohio 44308

July 29, 2021

[redacted]

RE: Permanent Parcel ID: [redacted]

Notice of Transmission Line Construction
Energizing the Future
Campbelltown-Middletown-North Hershey

Dear Property Owner:

Metropolitan Edison, a FirstEnergy company, is planning upgrades to the transmission line adjacent to your property to enhance electric service reliability. The project involves replacing the aging structures and wires you see today with new ones constructed within the existing right-of-way.

Field survey activities are now complete, and construction is set to begin around mid-September 2021. This work will continue for several months within the existing easement that crosses a portion of your property. During this time, construction contractors will periodically access the right-of-way and transmission line structures adjacent to your property. Areas disturbed during construction will be restored as soon as practical after construction is completed. We do not anticipate any disruption to your electric service because of this project.

On behalf of FirstEnergy, Burns & McDonnell will provide program management services on the project. Appalachian Field Service, LLC, (AFS) will provide landowner support and J.W. Didado, an experienced transmission line contractor, will handle construction. You may have already been contacted by an AFS agent regarding impacts to your property. They will continue to be available concerning construction activities.

During the coronavirus health emergency, FirstEnergy is focused on serving you while putting appropriate protective measures in place to prevent the spread of coronavirus. When customer interactions are required, precautions like social distancing will be in place to help protect all parties.

If you have any questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Michael M. Espinoza

Michael M. Espinoza
Sr. Real Estate Representative
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 1. Notice of Transmission Line sent out by Met-ED (A First Energy Company)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

September 1, 2021

MARINO MICHAEL L.
46 HAWTHORNE DR.
HERSHEY, PA 17033

Campbelltown – Middletown – North Hershey 69-kV Transmission Line Rebuild

Dear MARINO MICHAEL L.:

As part of FirstEnergy's ongoing commitment to enhancing electric service, FirstEnergy is rebuilding an existing 69-kilovolt transmission line to strengthen the electric system in Derry Township and surrounding areas.

You are receiving this letter in response to inquiries regarding the project in the Meadows housing development. The project between Sand Hill Road and Nye Road will replace existing wood poles averaging about 53 feet tall with new wood poles that average about 59 feet tall. In addition, the seven existing wires will be replaced with four wires.





The new transmission poles are similar in height to the prior poles and reduce the number of wires from 7 to 4.

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 1)

FirstEnergy

76 South Main St.
Akron, Ohio 44308

FirstEnergy continues to work with individual landowners who have requested changes to the project design, and engineers are making revisions at those locations where possible.

While FirstEnergy received requests from some residents to place this transmission line underground through the Meadows development, the company constructs transmission lines underground only when there are no viable above-ground options. The open trenching necessary to bury transmission lines causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines because it takes longer to identify and repair damaged cable.

In addition, it is significantly more expensive to run transmission lines underground. The costs of transmission lines in Pennsylvania are spread across the rate base of all FirstEnergy customers in the state, much like the public highway system. It is not reasonable to place the additional financial burden on our other customers for local aesthetic concerns over the visibility of an overhead transmission line.

Several landowners mentioned concerns with electric and magnetic fields (EMF). FirstEnergy is committed to keeping the public safe. This applies to all aspects of our operations, including the design and routing of our transmission lines. Our facilities are built and operated with strict adherence to the requirements of all applicable state and federal statutes related to safety, including requirements specified in the North American Electric Reliability Corporation (NERC) Mandatory Reliability Standards and the National Electric Safety Code (NESC), as well as those adopted by the Public Utilities Commission of Pennsylvania (PAPUC) and the Occupational Health and Safety Administration (OSHA).

Electric and magnetic fields surround anything that transmits or uses electricity, including household appliances, cellular devices and power lines. There are no federal exposure limits in the United States, and no state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. Some scientific organizations have recommended exposure guidelines for settings with very high EMF levels, which are far greater than any EMF levels found in our environment, including those near transmission lines.

Additional information about electric and magnetic fields and health can be found on the FirstEnergy website at the following link: https://www.firstenergycorp.com/content/customer/help/safety/using-electricity/emf.html

FirstEnergy is committed to addressing questions and to providing support during construction of the project. If you have additional questions, please call our project hotline at 1-888-311-4737.

Sincerely,

Jennifer C. Rivera

Jenn Rivera
Regional External Affairs Consultant
FirstEnergy Service Company on behalf of Metropolitan Edison Company

Exhibit 2. First Energy Notice of Transmission Line Construction (Page 2)

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

Exhibit 3. Goretzka Complaint Court Document June 1, 2011

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000
Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	:	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11

By: _____
SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

Filed On Behalf Of Defendant, West Penn Power

Counsel of Record for This Party:

Avrum Levicoff, Esquire
Pa. I.D. #: 26044

Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232

Melissa A. Walls, Esquire
Pa. I.D. #: 89264

Levicoff, Silko & Deemer, P.C.
Firm I.D. #: 245

Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
412-434-5200

JURY TRIAL DEMANDED

To: Within Parties
You are hereby notified to file a written response to the enclosed Complaint to Join Additional Defendants within 20 days from service hereof or a judgment may be entered against you.

By: _____
ATTORNEYS FOR DEFENDANT

{L0413325.1 }

Exhibit 4. Goretzka Complaint Amended Court Document June 23, 2011

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

NOTICE TO DEFEND

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

You should take this paper to your lawyer at once. If you do not have or know a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

LAWYER REFERRAL SERVICE
Allegheny County Bar Association
Koppers Building, Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
(412)261-0518

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

COMPLAINT TO JOIN ADDITIONAL DEFENDANTS

AND NOW, comes the defendant, West Penn Power Company, by and through its counsel, Avrum Levicoff, Esquire, Elizabeth E. Deemer, Esquire, Melissa A. Walls, Esquire and Levicoff, Silko & Deemer, P.C., and asserts causes of action against the additional defendant, Hubbell Power Systems, Inc., Hubbell Incorporated and Fargo Manufacturing Company, Inc., as follows:

1. The additional defendant, Hubbell Power Systems, Inc., which may at times also be known as Hubbell Incorporated, and/or Fargo Manufacturing Company, Inc. ("Hubbell") is a

corporation which is believed to be incorporated in Delaware, but maintains its primary corporate office at 200 Center Pointe Circle, Suite 200, Columbia, South Carolina, 29210.

2. Hubbell is engaged in business, *inter alia,* of the design, manufacture, marketing, sale, fabrication, supply and distribution of cable splices, including under the trade name "Fargo".

3. The defendant, West Penn Power Company ("defendant") asserts causes of action against Hubbell herein pursuant to Rule 2252, Pa.R.C.P. In that respect, the defendant asserts causes of action herein against Hubbell on the basis that Hubbell is solely liable on the causes of action asserted by the plaintiffs against the defendant, or is liable over to the defendant with respect to any liability imposed upon the defendant on the plaintiffs' causes of action, and liable over as well to the defendant for the costs and expenses of defending this action, or is liable with the defendant on the causes of actions asserted by the plaintiffs, all as more fully set forth hereinafter.

4. By virtue of this action, the plaintiffs seek to recover damages against the defendant arising out of a fatal accident which, *inter alia*, caused the death of the plaintiffs' decedent, Carrie Goretzka, who died as a consequence of an incident that occurred on June 2, 2009 in Westmoreland County, Pennsylvania.

5. As is more fully described in the plaintiffs' Complaint, a copy of which is attached hereto as Exhibit "1", at the time of the incident, the decedent was at her home, located at 23 West Hempfield Drive, Irwin, Pennsylvania, which is located in a residential community within the service area of West Penn Power Company. At the time of the incident, an electrical conductor carrying high voltage electrical current separated and a section of the conductor fell into the decedent's yard. For reasons unknown to the defendant, the decedent entered the yard,

and came in contact with the section of fallen conductor, thereby suffering severe burns which resulted in her death.

6. The initiating cause of the incident, as above-described, was the separation of the conductor adjacent to the decedent's yard.

7. The conductor above-described was #4 ACSR cable, which is comprised of multiple aluminum strands, wound around a steel cable core. Prior to the incident, the section of conductor that fell in the plaintiffs' yard comprised a typical catenary, in which a length of conductor was suspended between two utility poles, one located at the rear of the decedent's yard and one located at the front of the decedent's house, near the street.

8. The section of conductor between the two poles as described above, was suspended using automatic "Fargo" cable splices, designed, manufactured, fabricated, and supplied solely by Hubbell directly or indirectly to West Penn Power Company precisely for such use. The said aluminum, automatic "Fargo" cable splice may at times be referred to hereinafter as "the splice".

9. The separation of the conductor that occurred on June 2, 2009 in the vicinity adjacent to the decedent's yard occurred because the conductor burned through at a point within a "Fargo" cable splice located nearest the pole at the front of the decedent's home.

10. The degradation or denigration of the conductor at the area of separation within the splice was latent.

11. The separation of the conductor at the place described hereinabove, was a direct and proximate result of a defect in the cable splice that rendered the cable splice unsafe for use, and/or a latent defect in the cable splice that rendered the cable splice unsafe for use, and/or a condition of the cable splice which rendered it unfit for use in that particular application, which

defect was not disclosed by Hubbell and/or was a misrepresentation by Hubbell of characteristics of the splice, particularly as used in such applications, and/or a failure of Hubbell to warn users of the splice, such as West Penn Power Company, of the inherent risks and limitations in the use of the product in such applications, all as more fully detailed hereinafter.

12. The defendant believes and avers that the cable splice, and cable splices of the same product line, have for many years been manufactured at a production facility located in Juarez, Mexico. The defendant further believes and avers that the quality control procedures employed by the additional defendant at its' Juarez facility, particularly regarding the manufacturer of the "Fargo" automatic cable splices, have at diverse times been deficient, and below the standard of care applicable to the production of such cable splices. As a consequence, the additional defendant has at diverse times manufactured, sold and delivered cable splices that suffer from critical manufacturing flaws, rendering them unsafe and unfit for normal use.

13. According to a date stamp that appears on the body of the splice that caused the separation of the conductor adjacent to plaintiffs' yard on June 2, 2009, that particular splice was manufactured on or about February of 2004, and was delivered and supplied by Hubbell through a distributor, Wesco, and reached the possession and custody of West Penn Power Company in substantially the same condition in which it was sold and supplied by Hubbell. The said splice was installed by an employee by and on behalf of West Penn Power Company in or about June, 2004, and was installed in precisely the same condition in which it existed when it left the possession and control of Hubbell, and was installed correctly, precisely in accord with the instructions published by Hubbell for the installation of such splices.

14. The cable splice in question, and all such similar cable splices of the same product line, are specifically designed and sold by Hubbell to be used to join sections of electrical

conductor cable, including #4 ACSR, and they are recommended for use and sold for use in precisely the catenary application that existed in the span of conductor adjacent to the decedent's yard, as more fully described above.

15. In connection with the design, marketing and sale of such cable splices, Hubbell has for many years, predating the manufacture and supply of the subject splice, expressly represented and warranted to purchasers, and did expressly represent and warrant to West Penn Power Company, that the splice is fit, safe and appropriate for use for the particular application in which it was used by West Penn Power Company in the catenary application adjacent to the decedent's yard.

16. The design of the cable splice consists of tapered, conical ends in which there are portals designed for the insertion of the ends of the conductors to be joined. Within each of the tapered, conical ends, there are housed a two-piece set of aluminum alloy, spring-loaded jaws, which are supposed to contain rows of gripping teeth. Upon insertion of a conductor, the design of the splice is such that the spring-loaded jaws should tightly grip the conductor surface, with sufficient force to cause the teeth to penetrate into and embed in the surface of the conductor. The intended design of the splice is such that the gripping of the teeth, as hereinabove described, must not only be of sufficient strength to carry the load imposed by the suspended catenary, but must also be sufficient to embed the teeth deep enough in the surface of the conductor to form a solid, tight, secure, safe electrical connection. In order to achieve safe, proper, long-term use, the electrical connection must be tight and secure enough, so that there is no inordinate increase in impedance in the flow of electrical current form the conductor, through the teeth into the jaws, through the jaws into the aluminum body of the splice, and into the adjacent conductor.

17. Hubbell has long been aware that the safe and proper operation of the splice, especially in long-term continuous use, depends upon the teeth of the splice forming a solid, tight, secure and permanent electrical connection with the surface of the conductor. Conversely, Hubbell has also been aware that if upon installation, the teeth within the splice do not form a solid, tight, permanent electrical connection, there is a propensity of the splice to cause overheating in the conductor within the splice which, in turn, will cause excessive corrosion and deterioration, and will promote premature breakdown and separation of a conductor.

18. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

19. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207, a copy of which is attached hereto as Exhibit "2". In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater

than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide-build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

20. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature, a specimen of which is attached hereto as Exhibit "3". In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, such as Exhibit "3" that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

21. Contrary to the representations and warranties expressed by Hubbell to users and potential users, the cable splice that caused the fatal incident out of which this accident arises is defective in design and/or the subject splice suffers from a manufacturing defect in that it was not manufactured precisely in accordance with the intended design, which renders it unfit for the

ordinary and specific purposes for which the splice was sold, to-wit, for the purpose of permanently joining sections of #4 ACSR cable, in that the cable splice did not form an automatic, tight, solid, secure and permanent electrical connection, despite the fact that it was properly installed. To the contrary, even though properly installed, and even though the cable ends were fully inserted into the spring-loaded jaws within both sides of the splice, the jaws did not grip the conductor with sufficient force to cause the teeth to embed sufficiently into the conductor, and remain permanently embedded in normal use. The defective condition of the splice, and the consequent failure to achieve a proper, tight, secure, permanent electrical connection, caused an interruption of the conductance within the splice, consequent heating and deterioration of the conductor, which resulted in its premature separation on June 2, 2009.

22. Contrary to the representations and express warranties advanced by Hubbell, as hereinabove described, the subject splice did not hold the #4 ACSR conductor adjacent to the decedent's home to its full strength, the splice did not generate sufficient compression forces to cause the jaws to properly embed, and remain embedded into the conductor. Further, contrary to the representations and express warranties advanced by Hubbell, the defective condition of the subject splice prevented the jaws from transferring adequate current to the shell of the splice, the jaw teeth did not penetrate sufficiently to avoid residual oxide build-up within the splice, the body of the splice did not dissipate heat and/or the locking action of the jaws was insufficient to retain conductivity, possibly as a result of changing tension in the catenary formed by the conductor.

23. Additionally, due to the defective condition of the splice, once properly installed, it gave the false appearance of providing a safe, secure, permanent electrical connection, because it gave the false appearance that the clamping force of the jaws had sufficiently embedded the

teeth into the conductor, so as to achieve full conductance, when in fact that was not the case. As a result, the connection between conductor and splice was not safe and secure, but, instead, was prone to failure.

COUNT I - NEGLIGENCE

24. Paragraph Nos. 1 through 22 are incorporated herein by reference.

25. The subject splice was designed and/or manufactured and sold in a manner that falls below the applicable standards of care devolving upon the manufacturer of an electrical cable splice, in all of the following respects:

(a) The design of the splice fails to provide an automatically tight, secure and permanent and electrical connection between the teeth within the jaws of the splice and a #4 ACSR conductor, of sufficient compression force to cause the teeth to adequately embed and remain embedded in the surface of the conductor to provide, safe, permanent use, even thought the splice is properly installed;

(b) In the alternative, the subject splice that caused the separation of the conductor adjacent to the decedent's home on June 2, 2009 was flawed in its manufacture in that the splice was not manufactured of the proper materials and alloys, the components of the splice did not meet appropriate tolerances, as a consequence of which the splice did not function to provide a tight, secure and permanent electrical connection between the teeth within the jaws of the splice and the #4 ACSR conductor to which the splice was attached;

(c) By virtue of the design and/or a flaw in its manufacture, the splice was susceptible to creating the false misimpression that it made a tight, secure and permanent electrical connection that would provide full conductance, when it did not provide such a proper, safe and permanent connection;

(d) Hubbell failed to employ adequate quality control measures, and, therefore, failed to detect and eliminate manufacturing defects in the splice that rendered it unfit and unsafe for normal use;

(e) Hubbell failed to perform appropriate testing, and/or inspection procedures that a reasonably prudent manufacturer would perform so as to ensure that the production of the subject splice left it free of material defects that rendered it unfit and unsafe for use;

(f) Hubbell failed to accompany the sale and delivery of the product with warnings and information to users of inherent risks and limitations attendant upon the use of the cable splice that a reasonably prudent manufacturer would provide;

(g) Hubbell negligently misrepresented to users of the cable splice, including West Penn Power Company, that the splice was designed and manufactured in such a way as to generate high compression forces, that would cause the teeth within the jaws to embed and remain embedded in a #4 ACSR conductor, so as to provide sufficient and consistent conductance equal to or greater than the conductance of the conductor, and that the locking action of the jaws would be sufficient to maintain conductivity under changing tensions in the catenary in which the splice was installed, under circumstances in which Hubbell knew or reasonably should have known that one or more of those representations were untrue or misleading; and,

(h) The negligence of Hubbell, as above-stated, was a substantial factor in causing the separation of the conductor which led to the fatal incident that occurred in the decedent's yard on June 2, 2009.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendants assert herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants.

COUNT II – STRICT LIABILITY IN TORT

26. Paragraph Nos. 1 through 24 are incorporated herein by reference.

27. The cable splice that caused the separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009 suffered from a defect in design and/or manufacture and/or malfunction that rendered the product unsafe for use in the application described herein, which was an intended and foreseeable use of the product. Alternatively, the cable splice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented

information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

28. The defective condition of the cable splice, whether a result of a design defect and/or a manufacturing defect and/or malfunction, or a failure of the manufacturer to provide adequate warnings and instructions, existed at the time the cable splice left the possession and control of Hubbell in or after February of 2004, and the product was installed in the span of conductors adjacent to the decedent's home in or around June, 2004, without material change in its condition.

29. The design defect and/or manufacturing defect and/or malfunction and/or the failure of Hubbell to provide adequate warnings and instructions, or the furnishing of the product by inaccurate and misleading information, was a direct and proximate cause of the deterioration and separation of the #4 ACSR conductor that fell into the plaintiffs' yard on June 2, 2009. Accordingly, if and to the extent that the plaintiffs are able to establish that the falling of the conductor caused the fatal injuries suffered by the decedent, the aforesaid defects in the cable splice were a direct and proximate cause thereof.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT III – STRICT LIABILITY/MISREPRESENTATION OF MATERIAL FACTS CONCERNING THE PRODUCT

30. Paragraph Nos. 1 through 28 are incorporated herein by reference.

31. In connection with the sale and distribution of its "Fargo" automatic cable splices, including the subject cable splice described herein, Hubbell made misrepresentations of material facts concerning the product, particularly misrepresentations to the effect that the "Fargo" automatic cable splice would automatically provide a full-tension, low-resistance connection when used in connection with #4 ACSR conductors, and that such cable splices would generate a sufficiently high compression force to cause the teeth within the jaws within the conductor to embed into the surface of the #4 ACSR conductor material, so as to provide sufficient conductance, without impedance resistance, and would continue to provide such conductance, even under changing tensions in the catenary in which the splice might be installed. As hereinabove averred, those representations that accompanied the sale and distribution of the "Fargo" cable splice were false, incorrect and materially misleading to users.

32. The sale and distribution of the "Fargo" cable splice, accompanied by such misrepresentations of material facts concerning the product, was a direct and proximate cause of the fatal incident out of which this action arises, in that, *inter alia*, the sale and distribution of the product accompanied by such misrepresentations misled West Penn Power Company to believe that the automatic cable splice, if properly installed, would automatically provide a safe, secure and permanent electrical connection, when, in fact, it would not.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant.

COUNT IV – BREACH OF EXPRESS WARRANTY

33. Paragraph Nos. 1 through 31 are incorporated herein by reference.

34. In connection with the sale of the subject cable splice to or for use by West Penn Power Company, Hubbell extended the following express representations, each of which constitute an express warranty within the meaning of Section of 2-313 of the Uniform Commercial Code, 13 Pa.C.S.A. §2313. Alternatively, the cable slice was defective because Hubbell provided inadequate instructions or warnings relative to foreseeable risks posed by the typical, intended and foreseeable use of the product, or misrepresented information regarding the product, which rendered the cable splice not reasonably safe for its intended and foreseeable use.

35. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

36. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause

the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

37. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

38. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the

"Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

39. Hubbell breached one or more of the foregoing express warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

40. As a consequence of the breach of express warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of express warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

41. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of express warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

42. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of express warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT V – BREACH OF IMPLIED WARRANTY

43. Paragraph Nos. 1 through 41 are incorporated herein by reference.

44. The sale of the splice described herein was accompanied by an implied warranty that the splice was fit and merchantable, as implied as a matter of law under Section of 2-314 of the Uniform Commercial Code, 13 Pa.C.S.A. §2314. Pursuant to the implied warranty covering the sale, the subject splice was warranted to be fit for the ordinary purpose for which such splices are used.

45. To the contrary, as hereinabove alleged, the said splice was not fit for the ordinary purposes for which such splices are used, in that, *inter alia*, by virtue of a defect in the design or manufacture of the splice, or by virtue of the failure of Hubbell to provide accurate, complete and appropriate information regarding the splice, the splice was unfit and unsafe for use.

46. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

47. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-

resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

48. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature, that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

49. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

50. Hubbell breached one or more of the foregoing implied warranties, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

51. As a consequence of the breach of implied warranty hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

52. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

53. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendants. The defendants also demand

an award of compensatory damages sustained as a result of the breach of warranty herein alleged.

COUNT VI – BREACH OF IMPLIED WARRANTY/
FITNESS FOR PARTICULAR PURPOSE.

54. Paragraph Nos. 1 through 52 are incorporated herein by reference.

55. At the time that the subject cable splice was manufactured, sold and supplied by Hubbell, Hubbell knew or had reason to know that the splice would be used for the particular purpose of joining two sections of #4 ACSR conductor, in a catenary formed between two utility poles, exactly as it was used in the span adjacent to the decedent's home.

56. At the time of manufacture, sale and supply of the subject cable splice, Hubbell knew that West Penn Power Company was relying on its skill and judgment regarding the suitability of the "Fargo" automatic aluminum cable splice for the particular purpose described herein.

57. As more fully alleged hereinabove, the cable splice in question was not fit and suitable for the particular purpose for which it was supplied, and for which it was used.

58. Because the cable splice was not fit for the particular purpose for which it was sold and supplied, Hubbell breached the implied warranty of fitness for a particular purpose implied in law under Section 2-315 of Uniform Commercial Code, as adopted in Pennsylvania, 13 Pa.C.S.A. §2315.

59. In marketing and selling the "Fargo" aluminum automatic cable splice, Hubbell represents and warrants that it is uniquely designed and manufactured in such a way as to provide a very quick, very easy, automatic and trouble-free installation, and that once installed, it will automatically create a virtually fool-proof tight and secure electrical connection. In substance, in marketing and selling the splice, Hubbell represents and warrants that if on

installation the conductor ends are inserted fully into each of the portals in the tapered ends of the splice, such that the spring-loaded jaws engage and grip #4 ACSR wire sufficiently to form a catenary as above-described, that the electrical connection within the splice will automatically be tight and secure enough to provide long-term, safe, maintenance-free use.

60. Consistent with the foregoing, for many years, Hubbell has published sales literature, such as Bulletin No. TB-207. In such sales documents, Hubbell represents and warrants to users and potential users that the subject splice: "Provides full-tension, low-resistance connections"; that the subject splice will hold "the conductor to its full strength"; that the "shell taper generates high compression forces"; and that such high compression forces cause the "jaws [to] embed into [the] conductor." Further, Hubbell represents and warrants that the splice will provide "...conductance equal to or greater than that of the conductor", because, *inter alia*, the "jaw teeth penetrate any residual oxide- build-up"; that the "Large mass of splice dissipates heat"; and because the "Locking action of jaws retains conductivity under changing tensions."

61. Similarly, consistent with the marketing representation that the splice, if properly installed, will provide an automatically tight, secure and permanent electrical connection, Hubbell has for many years routinely published sales literature. In such sales documents, Hubbell represents, *inter alia*, that the subject splice is useful "...to get lines back into service fast. Real fast. In minutes." Further, in such sales literature, Hubbell routinely represents that the "Fargo" aluminum automatic splice is "Fast to install. Quick to restore power."; that the splice requires no time consuming disassembly or reassembly, and that the splices "...literally come out of the plastic packages and onto conductors." Significantly, Hubbell further represents that: "The grip is quick. Sure. Proven." In addition, Hubbell represents in its sales literature,

that: "The splice-wedging action of the tapered shell converts conductor tension into a clamping force embedded in the conductor with penetration of any residual build-up assured." Hubbell further represents that because of the above-described "clamping force" and the said "penetration" that: "The splice jaws transfer current to the high-conductivity shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact."

62. All of the foregoing representations constituted part of the basis of the bargain under which West Penn Power Company agreed to purchase, and did purchase and use the "Fargo" automatic cable splices herein described, including the splice that caused the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

63. Hubbell breached one or more of the foregoing implied warranty of fitness, and such breach of warranty constitutes a proximate and efficient cause of the separation of the conductor that fell into the plaintiffs' yard on June 2, 2009.

64. As a consequence of the breach of implied warranty of fitness hereinabove alleged, the defendant is exposed to claims for liability as stated in the plaintiffs' Complaint. As further direct and proximate result of said breach of implied warranties by Hubbell, the defendant has incurred enormous costs and expenses of defending this action.

65. The aforesaid costs, expenses and liability exposure is a natural and probable result of Hubbell's breach of implied warranty of fitness, and all such loss, costs, expense and exposure were foreseeable to Hubbell at the time of sale of the subject cable splice.

66. In addition to the liability exposure, cost and expense of defending this action, West Penn Power Company has sustained and may continue to sustain incidental and other consequential damages as a result of the aforesaid breach of implied warranty of fitness.

WHEREFORE, the defendant asserts and contends that Hubbell is solely liable for the damages sought by the plaintiffs in this matter. In the alternative, the defendant contends that Hubbell is liable for indemnification for any liability that may be imposed upon the defendant in this matter, and for all costs and expenses incurred by the defendant in the defense of this action. In the alternative, the defendant asserts herein a claim for contribution against Hubbell with respect to any liability that may be imposed upon the defendant. The defendant also demands an award of compensatory damages sustained as a result of the breach of implied warranty of fitness herein alleged.

By: _____

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa. I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222
(412) 434-5200

Attorneys for Defendant,
West Penn Power Company

VERIFICATION

I, Daniel w. Romano, Jr., Claims Supervisor, make this Verification on behalf of Defendant West Penn Power Company, and certify that the facts set forth in the foregoing Complaint Against Additional Defendants are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Date: June 23, 2011

DANIEL W. ROMANO, JR.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL J. GORETZKA, individually as the parent and natural guardian of minors, Chloe and Carlie Goretzka, and as administrator of the Estate of Carrie Goretzka, deceased, and JOANN GORETZKA,

Plaintiffs,

v.

ALLEGHENY ENERGY, INC., ALLEGHENY POWER, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION,

Defendants,

v.

HUBBELL POWER SYSTEMS, INC., HUBBELL INCORPORATED, and FARGO MANUFACTURING COMPANY, INC.

Additional Defendants.

CIVIL DIVISION

C.A. No.: GD-11-009919

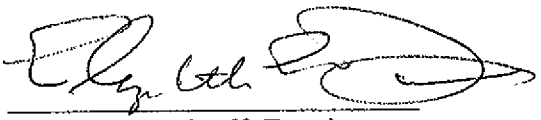
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing **COMPLAINT TO JOIN ADDITIONAL DEFENDANTS** to the counsel listed below via electronic mail on June 28, 2011:

Shanin Specter, Esquire
Dominic Guerrini, Esquire
Kila Baldwin, Esquire
Kline & Specter, P.C.
1525 Locust Street, 19th Floor
Philadelphia, PA 19107

William C. Stubits, Esquire
German, Gallagher & Murtaugh, P.C.
200 S. Broad Street - Suite 500
Philadelphia, PA 19102

Kathy K. Condo, Esquire
Mark K. Dausch, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

By: 

Avrum Levicoff, Esquire
Pa. I.D. #: 26044
Elizabeth E. Deemer, Esquire
Pa. I.D. #: 58232
Melissa A. Walls, Esquire
Pa I.D. # : 89264
Levicoff, Silko & Deemer, P.C.
Centre City Tower, Suite 1900
650 Smithfield Street
Pittsburgh, PA 15222-3911
Phone – 412-434-5200

Attorneys for Defendants

KLINE & SPECTER
A Professional Corporation
BY: SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
ATTORNEY I.D. NOS.: 40928/91311/94430
Nineteenth Floor
1525 Locust Street
Philadelphia, PA 19102
(215) 772-1000

Attorneys for Plaintiffs

MICHAEL J. GORETZKA, INDIVIDUALLY, AS THE PARENT AND NATURAL GUARDIAN OF MINORS, CHLOE AND CARLIE GORETZKA, AND AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA, DECEASED 23 West Hempfield Drive Irwin, PA 15642 AND **JOANN GORETZKA** 405 Cowan Drive Elizabeth, PA 15037 **Plaintiffs,** VS. **ALLEGHENY ENERGY, INC.** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND **ALLEGHENY POWER** 800 Cabin Hill Drive Greensburg, PA 15601-1689 AND	COURT OF COMMON PLEAS ALLEGHENY COUNTY JURY TRIAL DEMANDED # GD-11-009919

EXHIBIT
tabbies
1

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

NOTICE TO PLEAD

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

ADVISO

Le han demandado a used en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte pueda decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

Lawyer Referral Service
Room 920, City County Building
Pittsburgh, PA 15219
(412) 261-2088

WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601-1689

AND

FIRST ENERGY CORPORATION
76 South Main Street
Akron, OH 44308

Defendants.

CIVIL ACTION COMPLAINT

Plaintiff Michael Goretzka, individually, as the parent and natural guardian for minors Chloe Goretzka and Carlie Goretzka, and as Administrator of the Estate of Carrie Goretzka, deceased, and plaintiff JoAnn Goretzka, complain of the defendants as follows:

THE PARTIES

1. Plaintiff Michael Goretzka, age 40 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

2. Plaintiff Michael Goretzka is the Administrator of the Estate of Carrie Goretzka, deceased, having been so appointed by the Register of Wills of Westmoreland County on June 12, 2009. See Short Certificate attached hereto as Exhibit "A."

3. Chloe Goretzka, age 4 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin, Pennsylvania 15642.

4. Carlie Goretzka, age 2 on June 2, 2009, is a minor and citizen of the Commonwealth of Pennsylvania, residing therein at 23 West Hempfield Drive, Irwin,

Pennsylvania 15642.

5. Plaintiff-decedent Carrie Goretzka, age 39 on June 2, 2009, was the mother of minor-plaintiffs Chloe and Carlie Goretzka.

6. Plaintiff Michael Goretzka was the husband of Carrie Goretzka and is the father and legal guardian of minor-plaintiffs Chloe and Carlie Goretzka.

7. Plaintiff JoAnn Goretzka, age 65 on June 2, 2009, is an adult person and citizen of the Commonwealth of Pennsylvania, residing therein at 405 Cowan Drive, Elizabeth, PA 15037.

8. JoAnn Goretzka was the mother-in-law of Carrie Goretzka and is the grandmother of Chloe and Carlie Goretzka.

9. Defendant, Allegheny Power, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Power has regularly conducted business in Allegheny County, Pennsylvania.

10. Defendant, Allegheny Energy, is a Maryland corporation, having its principal place of business in Pennsylvania. At all times relevant hereto Allegheny Energy has regularly conducted business in Allegheny County, Pennsylvania.

11. Defendant, West Penn Power Company, is a Pennsylvania corporation, having its principal place of business in Pennsylvania. At all times relevant hereto West Penn Power Company has regularly conducted business in Allegheny County, Pennsylvania.

12. Defendant First Energy Corporation ("First Energy") is an Ohio corporation, having its principal place of business in Ohio.

13. Upon information and belief, defendant First Energy merged with defendant Allegheny Energy through a stock sale on February 25, 2011.

14. Defendant First Energy assumed the assets and liabilities of defendant Allegheny Energy in this merger.

15. Thus, defendant First Energy is liable for the actions of Defendant Allegheny Energy.

16. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company, installed, owned, and maintained the power lines located at or around 23 West Hempfield Drive, Irwin, Pennsylvania that are the subject of this lawsuit.

17. At all material times hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power acted by themselves and by and through their agents, servants and employees, including actual and/or apparent agents.

18. At all times relevant hereto, defendants Allegheny Power, Allegheny Energy, and West Penn Power were engaged in the provision and supply of high voltage electric current to residential customers, including the plaintiffs in this action.

OPERATIVE FACTS

19. The allegations set forth above are incorporated herein by reference as if set forth in full.

20. On June 2, 2009, at or about 4:28 p.m., plaintiff's decedent, Carrie Goretzka, lost all power in her home.

21. Carrie Goretzka saw a fire coming from the power lines in her backyard, and went into her garage to retrieve her cell phone.

22. Upon information and belief, in order to get proper cell phone reception, Carrie Goretzka went into her side yard with her cell phone in an attempt to contact 911.

23. Although there were no adverse weather conditions, and upon information and belief, the 7200 volt power line fell from the pole in her yard nearest to West Hempfield Drive.

24. Carrie Goretzka came in contact with the live wire that had fallen.

25. Upon information and belief, the downed power line caused Carrie Goretzka to fall in the yard.

26. Mrs. Goretzka was shocked continuously and caught fire until the defendants' employees reported to the scene and removed the line from her.

27. Plaintiff JoAnn Goretzka saw Carrie Goretzka being shocked and on fire, as she laid helpless in the yard with the downed power line wrapped around her.

28. Plaintiff JoAnn Goretzka shocked her fingertips, and was thrown back several feet when she tried to assist Carrie Goretzka as Carrie Goretzka was being shocked by the downed line.

29. Minor plaintiffs Chloe and Carlie Goretzka stood feet from the downed power line and saw their mother being shocked and on fire as she laid helpless on the ground in her yard.

30. JoAnn, Chloe, and Carlie Goretzka are all suffering from depression, anxiety, and sleeplessness as a result of seeing Carrie Goretzka being shocked by the downed power line.

31. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that the subject power line was in danger of falling, as the same power line had fallen at this location within the past five (5) years.

32. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company knew and/or should have known that falling power lines such as the line that is the

subject of this complaint present a great risk of danger to persons who walk under and around them on a daily basis.

33. Defendants Allegheny Power, Allegheny Energy, and West Penn Power knew or should have known that a power line could fall if the power line and the splices that held it up were not installed correctly.

34. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company should have installed and maintained the subject power line and its splices so that the line could not injure persons walking beneath or around it, such as Carrie Goretzka.

35. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation, maintenance, and inspection of the subject power line and its connections and/or splices in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the

dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splices on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and/or splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and/or splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excess corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices known to be of deficient quality and therefore defective.

36. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and medical procedures in an attempt to save her life after being shocked.

37. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered emotional injury and burns on her fingertips.

38. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, Chloe and Carlie Goretzka suffered serious and devastating emotional injury.

39. Plaintiffs claim all damages recoverable under the law, including compensatory and punitive damages.

MICHAEL GORETZKA

v.

ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION

FIRST CAUSE OF ACTION: WRONGFUL DEATH ACT

40. The allegations set forth above are incorporated herein by reference as if set forth in full.

41. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this action on behalf of the beneficiaries under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

42. Carrie Goretzka left surviving her the following persons who are beneficiaries under the Wrongful Death Act:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)
John Salandro (father)
Joann Suomela (mother)

43. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, Carrie Goretzka died on June 5, 2009 after enduring excruciating pain and suffering. Prior to her death, and as a direct result of defendants' conduct, Carrie Goretzka had burns covering 85% of her body, and had several fingers severed from her left hand. Carrie Goretzka underwent a left arm amputation and other medical procedures in an attempt to save her life after being shocked.

44. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing decedent's death, damages for monetary support that decedent would have provided to the beneficiaries during decedent's lifetime, damages for services provided or which could have been expected to have been performed in the future by decedent, damages for the loss of companionship, comfort, society, guidance, solace, and protection by decedent, and also damages for the emotional and psychological losses suffered by the beneficiaries named above.

WHEREFORE, plaintiff Michael Goretzka demands damages against defendants, including compensatory damages, damages for loss of consortium and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess

of the prevailing arbitration limits under the Wrongful Death Act, exclusive of delay damages and costs.

MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, and FIRST ENERGY CORPORATION
SECOND CAUSE OF ACTION: SURVIVAL ACT

45. The allegations set forth above are incorporated herein by reference as if set forth in full.

46. Plaintiff, Michael Goretzka, Administrator of the Estate of Carrie Goretzka, brings this Survival Action on behalf of the Estate of Carrie Goretzka under and by virtue of 42 Pa.C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

47. The persons who are entitled to the Estate of Carrie Goretzka are:

Michael Goretzka (husband)
Chloe Goretzka (daughter)
Carlie Goretzka (daughter)

48. As a result of the wanton, reckless, negligent, and tortious conduct of all defendants, jointly and severally, as set forth herein, plaintiff, Michael Goretzka's decedent was caused grave injuries and death resulting in the entitlement to damages by the beneficiaries under the Survival Act.

49. On behalf of the Survival Act beneficiaries, the Administrator claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to decedent's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of decedent's death, damages for the pain, suffering, and inconvenience endured by decedent prior to her

death, including, but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to decedent's death.

WHEREFORE, plaintiff Michael Goretzka demands damage against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits under the Survival Act, exclusive of delay damages and costs.

COUNT I
MICHAEL GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

50. The allegations set forth above are incorporated herein by reference as if set forth in full.

51. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use

anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

52. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT II
MICHAEL GORETZKA AS ADMINISTRATOR OF THE ESTATE OF CARRIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

53. The allegations set forth above are incorporated herein by reference as if set forth in full.

54. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that the defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its

connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2, 2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

55. As a direct and proximate result of defendants' negligence and recklessness, Michael Goretzka sustained and will continue to sustain significant injuries and damages as described herein.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT III
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENCE AND RECKLESSNESS

56. The allegations set forth above are incorporated herein by reference as if set forth in full.

57. Defendants Allegheny Power, Allegheny Energy, and West Penn Power Company were negligent and reckless in the installation and maintenance of the subject power line in that defendants:

a. failed to use reasonable and proper care in the installation and maintenance of the subject power line and its connections and/or splices so as to avoid the risk of serious bodily injury from this power line falling;

b. failed to properly secure the subject power line in the automatic splice used to hold the line;

c. failed to perform adequate testing and inspection and failed to perform necessary maintenance so as to ensure the safety of the power line and all those who walked underneath it;

d. failed to replace the subject power line and/or its connectors and/or splices and to properly alert the public, including plaintiff's decedent and JoAnn Goretzka, to the dangerous propensities of this power line to fall after

defendants knew or should have known about the unsafe condition of the power line;

e. failed to select and install a proper splice for use on the subject line;

f. failed to use the highest degree of care practicable in the provision and supply of high voltage electric current;

g. failed to properly install and inspect the splice on the subject line;

h. failed to use reasonable and proper care in installing, maintaining, and inspecting a power line and its connections and splices so that it would not fall to the ground;

i. failed to properly prepare the power line for splice installation when this line was hung, including, but not limited to failure to properly clean the conductor and/or use anti-corrosive agent on the conductor before insertion into the splice;

j. failed to use reasonable and proper care installing, maintaining, and inspecting power lines and connections and splices that were safe for their intended use;

k. failed to timely respond to reports of downed power line on June 2, 2009 and/or problems with power lines on June 2,

2009 so as to prevent the harm suffered by Carrie Goretzka and JoAnn Goretzka;

l. failed to properly train employees in conductor, splice, and connection installation, preparation, and cleaning;

m. failed to properly monitor and supervise employees to ensure proper conductor, splice, and connection installation;

n. failed to ensure employees were following internal procedures and training for splice and conductor installation;

o. failed to ensure employees were following manufacturer specifications for splice and conductor installation;

p. failed to timely replace the conductor after it had previously fallen;

q. failed to select and use the proper conductor for use at this site;

r. failed to properly keep power lines clear of trees, vegetation, and other debris;

s. failed to ensure splices were free from oxidizing agents that could cause excessive corrosion lending to splice failure;

t. failed to use splices that were not defective; and,

u. failed to replace splices know to be of deficient quality and therefore defective.

58. As a direct and proximate result of the wanton, reckless, tortious, and negligent conduct of all defendants, as set forth herein, jointly and severally, JoAnn Goretzka suffered burns on her fingertips.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT IV
MICHAEL GORETZKA FOR MINOR PLAINTIFFS CHLOE GORETZKA AND CARLIE GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY, WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

59. The allegations set forth above are incorporated herein by reference as if set forth in full.

60. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, Chloe and Carlie Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

61. Chloe and Carlie Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

62. The witnessing of the negligence and injury described herein caused Chloe and Carlie Goretzka to suffer severe emotional shock and trauma and psychological injury.

63. As a result of the emotional shock and trauma suffered by Chloe and Carlie Goretzka as a result of defendants' negligence, Chloe and Carlie Goretzka continue to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, are entitled to recover damages in their own right for their physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff Michael Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

COUNT V
JOANN GORETZKA
v.
ALLEGHENY POWER, ALLEGHENY ENERGY,
WEST PENN POWER COMPANY, AND FIRST ENERGY CORPORATION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

64. The allegations set forth above are incorporated herein by reference as if set forth in full.

65. As a result of the wanton, reckless, negligent, and tortious conduct and fault of all defendants, jointly and severally, as well as their agents, servants and/or employees, JoAnn Goretzka suffered mental anguish and distress, including, but not limited to, emotional distress, anxiety, and depression.

66. JoAnn Goretzka directly and contemporaneously witnessed the above-described negligence and injury caused to Carrie Goretzka and/or witnessed the pain and suffering of Carrie Goretzka.

67. The witnessing of the negligence and injury described herein caused JoAnn Goretzka to suffer severe emotional shock and trauma and psychological injury.

68. As a result of the emotional shock and trauma suffered by JoAnn Goretzka as a result of defendants' negligence, JoAnn Goretzka continues to experience physical and/or emotional effects and/or manifestations of that emotional trauma and shock, including sleeplessness, anxiety, depression and other symptoms, and will continue to so suffer in the future, and therefore, is entitled to recover damages in her own right for her physical injuries and emotional pain and suffering under the law.

WHEREFORE, plaintiff JoAnn Goretzka demands damages against all defendants, including compensatory and punitive damages, jointly and severally, in an amount in excess of twenty five thousand dollars ($25,000.00), and in excess of the prevailing arbitration limits, exclusive of delay damages and costs.

KLINE & SPECTER,
A Professional Corporation

Date: 6/1/11 By: _____

SHANIN SPECTER, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
KILA B. BALDWIN, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

I, Michael J. Goretzka, individually, for minors, Chloe and Carlie Goretzka, and as Administrator of Estate of Carrie Goretzka, deceased, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

MICHAEL J. GORETKZA

DATE: 5/31/11

VERIFICATION

I, JoAnn Goretzka, hereby state that I am a plaintiff in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that this statement is made subject to the penalties of 18 Pa. P.C.S.A. §4904 relating to unsworn falsification to authorities.

JoAnn Goretzka
JOANN GORETZKA

DATE: 5-31-11

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WESTMORELAND

SHORT CERTIFICATE

I, EARL S. KEIM II
Register for the Probate of Wills and Granting Letters of Administration in and for WESTMORELAND County, do hereby certify that on the 12th day of June, Two Thousand and Nine, Letters of ADMINISTRATION in common form were granted by the Register of said County, on the

estate of CARRIE LYNN GORETZKA (First, Middle, Last), late of HEMPFIELD TOWNSHIP in said county, deceased, to MICHAEL J GORETZKA (First, Middle, Last) and that same has not since been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at GREENSBURG, PENNSYLVANIA, this 12th day of June Two Thousand and Nine.

File No. 65-09-01150
Date of Death 6/05/2009
S.S. # [redacted]

Earl S. Keim II
Register Of Wills

NOT VALID WITHOUT ORIGINAL SIGNATURE & IMPRESSED SEAL - VALID FOR 180 DAYS

Full-Tension Automatic Splices
Manchons automatiques pleine charge
Empalmes automáticos a tensión plena

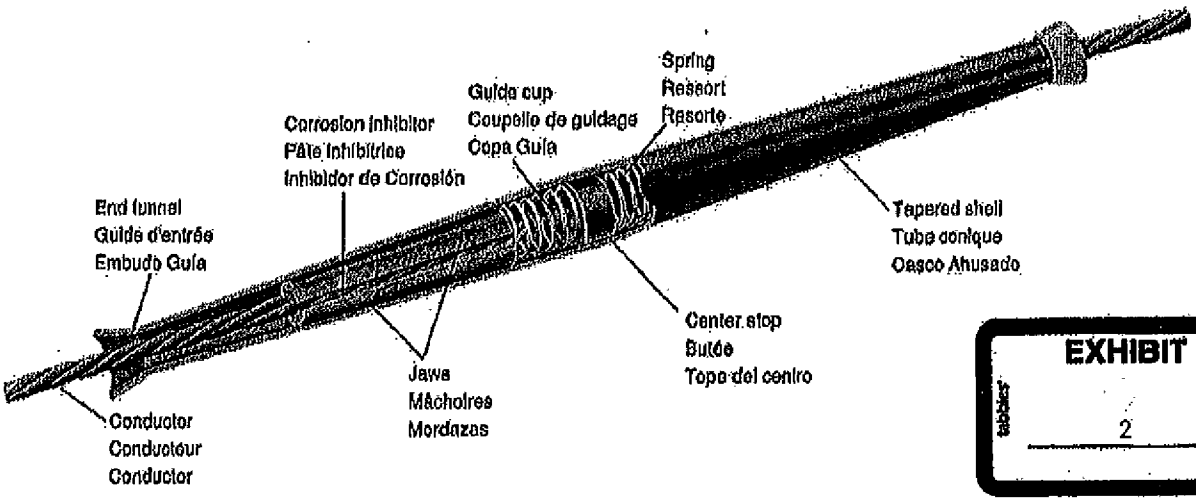


EXHIBIT
2

Fargo Automatic Splices give you permanent, fast, safe installations
Les manchons automatiques Fargo vous assurent une installation permanent, rapide et sécuritaire.
Los empalmes automáticos Fargo, le proporcionan instalaciones permanentes, rápidas y seguras

Provides full-tension, low-resistance connections

- Holds the conductor to its full strength
  - Shell taper generates high compression forces
  - Jaws embed into conductor
- Provides conductance equal to or greater than that of the conductor
  - Jaws transfer current to high-conductivity shell
  - Jaw teeth penetrate any residual oxide build-up
  - Large mass of splice dissipates heat
  - Locking action of jaws retains conductivity under changing tensions
- Eliminates need for special tools
- Installs easily with live-line tools
- Provides maximum safety by simplifying installation procedures

Procure un raccord pleine charge de basse résistance

- Retient le conducteur à sa pleine capacité
  - Le tube conique génère une grande force de compression
  - Les mâchoires mordent dans le conducteur
- Procure une conductance égale ou supérieure à celle du conducteur
  - Les mâchoires permettent le transfert de charge au tube conique
  - La partie dentelée des mâchoires pénètre la couche résiduelle d'oxydation
  - La grande masse du manchon dissipe la chaleur
  - L'action de retenue des mâchoires maintient la conductivité sous les variations de tension mécanique
- Elimine le besoin d'outillage spécialisé
- S'installe facilement, sous tension (électrique) avec une perche isolante, et hors tension
- Procure une sécurité maximale par sa procédure simple d'installation

Proporcionan conecciones a tensión plena de baja resistencia

- Mantienen el conductor hasta a su resistencia máxima
  - El casco ahusado proporciona altas fuerzas de compresión
  - Las mordazas embebidas en el conductor
- Proporcionan una conductividad igual o superior a la del conductor mismo
  - Las mordazas transfieren corriente al casco de alta conductividad
  - Los dientes de la mordaza penetran cualquier residuo de óxido acumulado
  - La gran masa del empalme disipa el calor
  - La acción de enclavamiento de las mordazas retienen conductividad bajo cambios de tensión
- Elimina la necesidad de herramientas especiales
- Se instala fácilmente con herramientas de línea viva
- Proporciona máxima seguridad al simplificar los procedimientos de instalación

NOTE: Because Hubbell has a policy of continuous product improvement, we reserve the right to change design and specifications without notice.

©Copyright 2005 Hubbell Power Systems • 210 North Allen Street • Centralia, MO 65240
Printed in USA

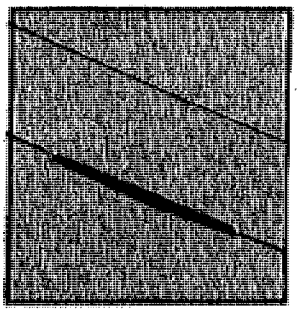
Bulletin No. TB-207

Fast, Easy, Safe Installations
Installation rapide, facile et sécuritaire
Instalaciones rápidas, sencillas y seguras

Full-Tension Fargo Automatic Splices lower the cost of installation by eliminating the need for clumsy tools and simplifying installation procedures.

Les manchons automatiques pleine charge sont moins coûteux à installer par l'élimination d'outillage encombrant et par la simplicité des procédures d'installation.

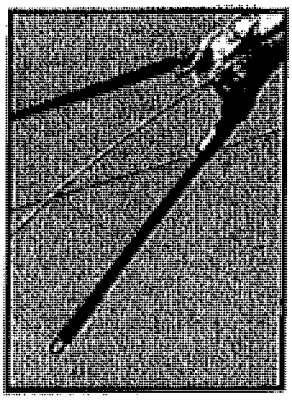
Los empalmes automáticos a tensión plena de Fargo, reducen los costos de instalación al eliminar la necesidad de herramientas incómodas y simplificando los procesos de instalación.



Place the grips of the come-along as far apart as possible. This creates an "S" curve in the conductor and simplifies insertion.

Installez les pinces de tirage aussi éloignées que possible. Ceci donnera au conducteur une grande courbe en "S" et facilitera l'insertion.

Coloque las mordazas de la tiradora de alambre tan lejos la una de la otra a como sea posible. Esto crea una curva en forma de "S" en el conductor y simplifica la inserción.



Inspect the conductor and clean it thoroughly with a wire brush to remove oxides.

Vérifiez le conducteur et le nettoyer avec une brosse d'acier pour enlevar la couche d'oxydation.

Inspeccione el conductor y límpielo completamente con un cepillo de alambre para remover el óxido.



Measure and mark the conductor to determine how much must be inserted to reach the center of the splice.

Mesurez et marquez le conducteur afin de déterminer la longueur à insérer pour atteindre la butée centrale.

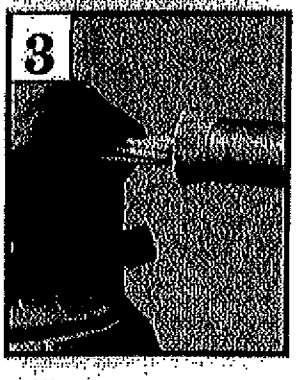
Mida y marque el conductor para determinar cuanto deberá ser insertado para alcanzar el centro del empalme.



Insert the conductor smoothly to the center stop, referring to the mark to assure complete insertion.

Insérez le conducteur doucement vers le centre du manchon, en se servant comme référence de la marque effectuée sur le conducteur.

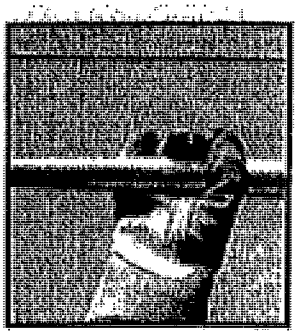
Introduzca el conductor suavemente hasta el tope del centro, fíjese en la marca para asegurar una inserción completa.



After both ends have been inserted, pull down on the splice to set the jaws for permanent installation.

Lorsque les deux extrémités sont insérées, tirez sur le manchon afin de permettre aux mâchoires de se installation en permanence.

Después de introducir ambos extremos, jale hacia abajo el empalme, para fijar las mordazas en instalación permanente.



More Than 50 Years of Successful Installations Add Up To...
Plus de 50 années d'installations satisfaisantes s'ajoutent aux...
Más de 50 años de instalaciones exitosas se suman a...

Proven Mechanical Performance

Fargo Automatic Splices have been proven both in the laboratory and in over 100 million installations around the world.

The wedging action of the tapered shell converts the tension of the conductor directly into clamping force on the jaws. That clamping action creates splice connections for copper, aluminum, aluminum alloy, and ACSR conductors that develop the full strength of the conductors.

Performances mécaniques éprouvées

Les manchons automatiques Fargo ont fait leur preuve en laboratoire et avec plus de 100 millions d'installations dans le monde.

L'action de serrage produite par le tube conique transforme la tension du conducteur en capacité de retenue des mâchoires. Cette action de serrage permet un raccordement sûr des conducteurs de cuivre, aluminium, alliages d'aluminium, et alu/acier. Cette action de serrage supportera la force de tension (mécanique) maximale des conducteurs.

Funcionamiento y capacidad mecánica comprobada

Los empalmes automáticos Fargo han sido probados tanto en el laboratorio, como en 100 millones de instalaciones alrededor del mundo.

La acción acuñadora del casco convierte la tensión del conductor directamente en una fuerza de sujeción sobre la conección de empalme para conductores de cobre, aluminio, aleación de aluminio y ACSR que desarrollan la tensión plena de los conductores.

Typical Test Results
Mechanical Holding Strength

Cat. No.	Conductor	Rated Breaking Strength (LBS.)	Rated Breaking Strength (kN)	Tension Achieved (LBS.)	Tension Achieved (kN)	Percentage of RBS
ALUMINUM						
GL-402A	4 AAAC 7 STR	700	3.51	690	3.69	119
	4 AAAC 7 STR	1780	7.63	1730	7.70	98
	4 ACSR 6/1	1880	8.27	1850	8.67	100
GL-4042A	4 AAAC 7 STR	700	3.51	820	4.11	117
	4 AAAC 7 STR	1760	7.63	1770	7.87	101
	4 ACSR 6/1	1880	8.27	1870	8.32	101
	2 AAAC 7 STR	1220	5.43	1350	6.05	111
	2 AAAC 7 STR	2800	12.4	2760	12.3	99
	2 ACSR 6/1	2650	13.6	2610	12.8	99
GL-406A	1/0 AAAC 7 STR	1760	7.96	2060	9.30	117
	1/0 AAAC 7 STR	4480	19.8	4650	20.4	104
	1/0 ACSR 6/1	4380	19.4	5040	22.4	115
GL-407	2/0 ACSR 6/1	5210	23.0	5490	24.4	105
GL-408	3/0 ACSR 6/1	6550	29.4	6605	29.9	99
GL-1195A	3/0 AAAC 7 STR	6780	30.2	6676	29.6	98
GL-1205A	4/0 AAAC 7 STR	8500	38.1	8570	38.1	100
	4/0 AAAC 7 STR	3830	17.0	3740	16.6	98
GL-409A	4/0 AAAC 7 STR	8500	38.1	8650	38.1	101
	4/0 ACSR 6/1	8350	37.1	8560	38.0	102
GL-410	312.8 AAAC 19 STR	11,000	48.9	11,000	48.9	100
	336.4 ACSR 18/1	6680	29.6	6990	40.0	104
GL-411	394.5 AAAC 19 STR	13,300	59.2	13,600	60.5	103
	336.4 ACSR 18/1	6580	29.6	8470	37.7	98
GL-412	465.4 AAAC 19 STR	15,600	69.4	15,600	69.4	100
	397.5 ACSR 18/1	9940	44.2	9900	44.0	99
GL-413	559.5 AAAC 19 STR	18,800	83.6	19,770	87.9	105
	477 ACSR 18/1	11,800	52.5	11,300	50.5	96
GL-1916A	556.0 ACSR 26/7	11,800	52.5	11,685	51.5	102
GL-1917A	336.4 ACSR 24/7	14,100	62.7	14,475	63.3	102
GL-1918A	477 ACSR 26/7	19,600	86.7	19,883	88.2	99
GL-1938A	636 ACSR 24/7	22,600	100	11,600	51.1	*
GL-1935A*	795 AAAC 37 STR	19,900	91.8	11,750	52.2	*
GL-1441A*	954 AAAC 37 STR	16,400	72.9	12,400	55.1	*
COPPER						
GL-110	8 CU. SOL.	920	3.9	813	3.6	88
GL-111	6 CU SOL.	1480	6.6	1280	5.6	100
GL-112	4 CU SOL.	1970	8.7	1900	8.4	96
GL-114	2 CU SOL.	3002	13.3	2900	12.8	97
GL-115	2 CU. 7 STR.	3045	13.6	2950	13.1	97
GL-117	1/0 CU. 7 STR.	4752	21.1	4720	20.9	99
GL-118	2/0 CU. SOL.	5795	25.8	5600	20.3	96
GL-119	2/0 CU. SOL.	8133	36.2	8160	36.6	100
GL-120	4/0 CU. 7 STR.	9164	40.7	9100	40.4	99
GL-121	4/0 CU ER	16,370	66.3	12,600	56.0	*
GL-126	.670" OD CU. S. CA.	NA	NA	10,276	45.7	*
GL-130	.611" OD CWR	NA	NA	13,930	61.8	*
GL-110M	.141" OD CU. SOL.	NA	NA	918	4.0	99
GL-111M	6 CU. SOL.	1940	5.8	1180	5.2	88
GL-112M	16MM² CU. SOL.	1970	8.0	1310	5.8	98
GL-113M	4 CU. SOL.	1970	8.7	1920	8.5	97
GL-114M	25MM² CU. 7 STR.	1430	6.3	1430	6.3	100
GL-115M	35MM² CU. 7 STR.	2028	9.0	2000	8.8	99
GL-116M	50MM² CU. 7 STR.	3625	30.1	4350	19.3	96
GL-118M	70MM² CU. 7 STR.	4160	18.9	3885	17.7	99
GL-119M	95MM² CU. 19 STR. S.D.	5435	20.7	5290	23.5	99
GL-120M	95MM² CU. 19 STR. H.D.	8530	37.9	8195	36.4	96

*Maximum design rating 10,000 lbs./44.5 kN

Full-Tension Aluminum Automatic Splices
Manchons aluminium automatiques pleine charge
Empalmes aluminio automáticos a tensión plena



ACSR, ALUMINUM, AND ALUMINUM ALLOY

Cat. No.	ASTM CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			COLOR CODE	A (mm)	B (mm)
GL-402A	4 AAC, 4AAAC, 4 ACSR	5.59	-	6.35	Orange	280	23
GL-404A	2 AAC, 2 AAAC, 2 ACSR	5.84	-	6.13	Red	290	26
GL-4042A	2 & 4 AAC, 2 & 4 AAAC, 2 & 4 ACSR	5.59	-	6.13	Red-Orange	290	25
GL-406A	1/0 AAC, 1/0 AAAC, 1/0 ACSR	9.02	-	10.16	Yellow	280	28
GL-407	2/0 AAC, 2/0 AAAC, 2/0 ACSR	10.16	-	11.94	Gray	430	35
GL-408	3/0 AAC, 3/0 AAAC, 3/0 ACSR	11.43	-	13.46	Black	480	41
GL-409A	4/0 AAC, 4/0 AAAC, 4/0 ACSR	12.09	-	15.11	Pink	420	39
GL-410	636.4 AAC, 312.8 AAAC, 266.8 ACSR 18/1	15.82	-	16.02	Brown	480	42
GL-411	397.5 AAC, 394.5 AAAC, 336.4 ACSR 18/1	16.74	-	18.39	Green	520	47
GL-412	477 AAC, 466.4 AAAC, 397.5 ACSR 18/1	18.84	-	20.19	Blue	580	60
GL-413	556.5 AAC, 550.5 AAAC, 477 ACSR 18/1	19.81	-	21.79	White	600	64
GLT-1316A	266.8 ACSR 26/7		—		Natural	600	57
GLT-1317A	336.4 ACSR 26/7		—		Green	620	44
GLT-1318A	477 ACSR 26/7		—		Natural	600	57
GL-1339A*	636 AAC, 556.5 ACSR 18/1	21.34	-	23.37	—	370	51
ALUMINUM AND ALUMINUM ALLOY ONLY							
GL-1195A	3/0 AAC, 2/0-3/0 AAAC	10.69	-	13.51	—	250	32
GL-1205A	266.8 AAC	13.16	-	15.11	Natural	230	32
GL-1355A*	700 - 715 AAC & AAAC	23.80	-	24.80	—	390	51
GL-1385A*	795 AAC & AAAC	25.30	-	26.19	—	400	51
GL-1441A*	954 AAC & AAAC	27.94	-	28.98	—	400	51

*Maximum design rating — 10, 000 LBS.
**When using covered conductors, verify from the supplier whether the strands have been "compressed" to assure proper selection of splice.
For conductors other than those listed, consult factory.

Copper Automatic Splices
Raccord Automatique En Cuivre
Empalmes automáticos de Cobre

Cat. No.	ASTM COPPER CONDUCTORS	CONDUCTOR DIAMETER RANGE (mm)			A (mm)	B (mm)
GL-110	6 SOL	3.1	-	3.3	88	13
GL-111	6 SOL, 6 12CW	4.0	-	4.4	88	13
GL-112	4 SOL, 6A CW	4.0	-	5.2	88	14
GL-113	3 SOL, 4 STR, 6A CW	5.7	-	5.9	88	14
GL-114	2 SOL, 3 STR, 5A CW	6.3	-	6.6	109	18
GL-115	2 STR, 4A CW	7.2	-	7.4	109	18
GL-116	1 STR, 3A CW	8.1	-	8.3	111	18
GL-117	1/0 STR, 2A CW	9.1	-	9.3	146	29
GL-118	2/0 STR	10.2	-	10.5	147	29
GL-119	3/0 STR	11.5	-	11.8	173	31
GL-120	4/0 STR	13.2	-	13.4	176	31
GL-121	250 KCMIL	14.4	-	14.7	197	31
GL-123	300 KCMIL	15.6	-	16.1	216	38
GL-126	350 KCMIL	17.0	-	17.2	216	38
GL-127	400 KCMIL	18.1	-	18.5	216	38
GL-128	450 KCMIL	19.4	-	19.6	216	38
GL-130	500 KCMIL	20.4	-	20.7	216	38
WIDE RANGE FOR NOMINAL METRIC CONDUCTORS						
GL-110M	6 mm²	2.6	-	3.6	107	13
GL-111M	10 mm²	3.4	-	4.3	107	13
GL-112M	16mm² SOL	4.2	-	5.2	111	14
GL-113M	16mm² STR	5.0	-	5.8	111	14
GL-114M	25mm²	5.8	-	6.6	139	18
GL-116M	35mm²	6.5	-	7.6	139	18
GL-117M	50mm²	7.9	-	9.4	165	23
GL-118M	70mm²	9.4	-	10.9	165	23
GL-119M	95mm²	11.3	-	12.6	203	31
GL-120M	120mm²	12.6	-	14.2	203	31

Bi-metallic splices available

In x 25.4 = mm

HUBBELL® POWER SYSTEMS, INC.

573-682-5521 Fax 573-682-8714 http://www.hubbellpowersystems.com

ANDERSON® CHANCE® FARGO® HUBBELL® OHIO BRASS®

UNITED STATES • 210 N. Allen • Centralia, Mo 65240 • Phone: 573-682-5521 • Fax: 573-682-8714 • e-mail: hpsliterature@hps.hubbell.com
CANADA • 870 Brock Road South • Pickering, Ontario L1W 1Z8 • Phone: 905-839-1138 • Fax: 905-831-8353 • e-mail: infohps@hubbellonline.com
MEXICO • Av. Coyoacan No. 1051 • Col. Del Valle • 03100 Mexico, D.F. • Phone: 52-55-9151-9999 • Fax: 52-55-9151-9998 • e-mail: vtasdl@hubbell.com.mx



During a storm emergency or normal repair, Fargo splices connect to copper, aluminum, aluminum alloy and ACSR conductors.

When nature's fury takes it out on your system, speed of recovery is everything. That's why utilities use Fargo automatic connectors and wedge deadends to get lines back into service fast. Real fast. In minutes. Not hours. Not days.

Fast to install. Quick to restore power. No time-consuming disassembly/reassembly involved. Fargo connectors and deadends literally come out of the plastic packages and onto conductors. The grip is quick. Sure. Proven. Just what you need in an emergency when speed counts most.

Automatic Distribution Conductor Splices

The splice wedging action of the tapered shell converts conductor tension into a clamping force on the jaws embeded in the conductor with penetration of any residual build up assured. The splice jaws transfer current to the high-conductivity splice shell. Heat is dissipated. The conductor is held to its full strength. Conductance is equal to or greater than the conductor. As tension changes, the splice jaws maintain electrical contact.

Four Steps. You're Finished.

1. Wire brush conductor.



2. Measure and mark conductor to see how much conductor is inserted to reach the splice center.



3. Insert both conductor ends in splice to the conductor mark.



4. Pull down on the installed splice to set the jaws. DONE!



EXHIBIT
tabbies
3

Docket No. C-2021-3028278, et al.
Rebecca Walizer, et al. v. Metropolitan Edison Company, et al.
Response to Informal Discovery Requests

1. Please supply the costs to underground the lines that are specific for our neighborhood giving consideration for ease of access to the .37 mile of property with no physical obstructions.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project underground is not available. A high-level review of placing facilities underground was considered, but more detailed design is required to produce a cost estimate.

2. Please supply the costs to place these transmission lines above ground.

RESPONSE: The requested cost information to place the specific 0.37 mile of the Project is not available. There is no specific calculation for the specific 0.37 mile of the Project.

3. Are these projects put out for out for competitive bids?

RESPONSE: The question is unclear and vague. The Project was subject to standard bidding protocols utilized by MAIT.

4. A Derry Township representative said she would entertain sharing some cost of re-landscaping a common area that will also be disrupted due to undergrounding transmission lines. This area is part of our association and our neighborhood. They are putting off this project until a decision has been made to underground or not. Could this make an impact on the decision to place these lines above ground or underground?

RESPONSE: No.

5. Regarding the proposed replacement of these transmission lines:

   a. What is the reasoning behind placing the poles in different areas other than where they currently are placed?

   b. If it is due to a change in a code or regulation, please provide that information.

RESPONSE: (a) Structures were located to minimize material and construction costs which resulted in fewer structures than the existing layout.

(b) Pole locations are not being driven by changes to code or regulations.

Exhibit 12. Response to Informal Discovery (Page 1)

6. What is the reasoning for the change from 6 lines to 4 lines? If it is due to a change in a code or regulation, please provide that information.

RESPONSE: The existing line has 7 wires (6 conductors and a shield wire). The Project will rebuild the line with 4 wires (3 conductors and a shield wire). The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

7. Can/will additional lines be added to the proposed new poles in the future?

RESPONSE: The line rebuild is being designed to support 4 wires (3 phase conductors and 1 ground wire). There are no current plans to add an additional circuit to the line.

8. Will the new lines be used to transmit only 69kv or do these new lines have the capability to transmit an increased voltage anticipating increased needs?

RESPONSE: The proposed line is designed to operate at 69kv. Currently, MAIT does not anticipate a need to increase the voltage of the line.

9. What is the anticipated voltage needed within the next 50 years considering the anticipation of population growth of the area this transmission line serves?

RESPONSE: Industry practice does not forecast that far into the future. There are no anticipated changes to the Line.

10. An overhead schematic for the poles to be placed on the property of 1965 Sand Hill Rd. has not been received to date. This is the residence of Michael Florio. Would someone kindly honor his repeated requests and provide him with that information?

RESPONSE: The requested information will not be provided. Mr. Florio did not sign the Informal Discovery Request and such information will only be provided to Mr. Florio.

11. Does Met Ed/MAIT have special permission from FAA that allow helicopters to fly over a neighborhood at extremely low altitude for inspection purposes?

RESPONSE: None is required.

Exhibit 12. Response to Informal Discovery (Page 2)

12. Are the above ground poles and/or lines treated with any chemicals. If so, what chemicals? treated with any toxic chemical?

RESPONSE: Woods poles are treated with pentachlorophenol and conform to the requirements of AWPA Standard P-35.

13. What is the minimum required distance allowed between transmission lines and homes?

RESPONSE: The National Electrical Safety Code requires 69kv lines to maintain a vertical clearance of 14.2 feet and a horizonal distance of 5.2 feet when displaced by wind to a building.

14. Guy wires are an **attractive nuisance** that pose a risk to the safety of the children. As per the transmission line replacement diagram provided to our neighborhood, guy wires were to be used. There was a verbal agreement to remove the guy wires from the plan. No written agreement or updated plan has been provided by MAIT or Met-Ed to the homeowners of this change. Kindly provide the updated plan.

RESPONSE: No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Exhibit 12. Response to Informal Discovery (Page 3)

November 12, 2022

The Honorable Mark A. Hoyer

The Honorable John Coogan

Administrative Law Judges

Pennsylvania Public Utility Commission

Harrisburg, PA 17105-3265

Re: Docket No. C-2021-3028464, et al.
Tracy and Jill Troutman, et al. v. Metropolitan Edison Company, Mid-Atlantic Interstate Transmission, LLC, et al.
Rebuttals to Respondents Direct Written Testimonies

Dear Judges Hoyer and Coogan:

Attached please find the Rebuttals to Respondents Direct Written Testimonies in connection with the above referenced and consolidated proceeding.

As evidenced by the enclosed Certificate of Service, all involved parties will be served, as indicated.

Sincerely,

Tracy and Jill Troutman

November 12, 2022
Via Electronic Filing

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

Re: Docket No. C-2021-3028464, et al.
Tracy and Jill Troutman et al. v. Metropolitan Edison Co., Mid-Atlantic Interstate Transmission, LLC., et al.
Rebuttals to Respondents Direct Written Testimonies

CERTIFICATE OF SERVICE

We hereby certify that a true and correct copy of the foregoing document has been served upon the following persons in connection with the above-referenced and consolidated proceedings, in the manner indicated, in accordance with the requirements.

Via Electronic Mail

Hon. Mark A. Hoyer, PA Public Utility Commission
mhoyer@pa.gov

Hon. John Coogan, PA Public Utility Commission
jcoogan@pa.gov

Tori Giesler, Esquire, FirstEnergy Service Company
paregulatorycomplaints@firstenergycorp.com

Margaret A. Morris, Esquire, Reger Rizzo & Darnell LLP
mmorris@regerlaw.com

Debora N. Connell
198 Bittersweet Drive
Hershey, Pa 17033
dconnell831@gmail.com

Michael and Margaret Marino
46 Hawthorne Drive
Hershey, Pa 17033
Mikelmarino923@gmail.com

Rebecca Sue Walizer
60 Bittersweet Drive
Hershey, Pa 17033
rswalizer79@comcast.net

Samantha Bryant
53 Hawthorne Drive
Hershey, Pa 17033
Samanthabryant66@gmail.com

Michael R. Florio
1965 Sand Hill Road
Hershey, Pa 17033
98ford.mike@gmail.com

Pingqi Dai
87 Hawthorne Drive
Hershey, Pa 17033
pdai1211@yahoo.com

Michael David Kramer
156 Bittersweet Drive
Hershey, Pa 17033
Mdkramer36@hotmail.com

Stanley and Eileen Krasinski
172 Bittersweet Drive
Hershey, Pa 17033
krasinski01@verizon.net

Corey and Betty Rigberg
59 Bittersweet Drive
Hershey, Pa 17033
king.charlie@verizon.net

Andrew S. Freiberg
115 Bittersweet Drive
Hershey, Pa 17033
afreiberg@pennstatehealth.psu.edu

Neal Walmer
230 Sawleaf Circle
Hershey, Pa 17033
neal.walmer1@gmail.com

Michael and Karen Fedash
25 Hawthorne Drive
Hershey, Pa 17033
karenjf1981@gmail.com

Tracy and Jill Troutman
160 Hawthorne Drive
Hershey, Pa 17033
Troutmantracy@outlook.com

Gregory L. Bair
109 Hawthorne Drive
Hershey, Pa 17033
gbair@comcast.net

Patricia and John Lane
134 Bittersweet Drive
Hershey, Pa 17033
dadalan@msn.com

If there are any questions, please contact us.

Sincerely,

Tracy and Jill Troutman
E-mail: troutmantracy@outlook.com
Phone: 717-712-9649

List of pertinent proceedings that have been consolidated below:

C-2021-3028186- DEBORA CONNELL v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028464-TRACY AND JILL TROUTMAN V. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028278- REBECCA WALIZERV. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028416- NEAL WALMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028211 - MICHAEL AND MARGARET MARINO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028346- STANLEY & EILEEN KRASINSKI v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028286- MICHAEL FLORIO v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION, LLC
C-2021-3028283-SAMANTHA BRYANTv. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028314- MICHAEL KRAMER v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028414-ANDREWS. FREIBERG v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028418- KAREN FEDASH v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3030530- GREGORY BAIR v. METROPOLITAN EDISON COMPANY & MID-ATLANTIC INTERSTATE TRANSMISSION. LLC
C-2021-3028302-PINGQI DAI v. METROPOLITAN EDISON COMPANY
C-2021-3028348 - COREY & BETTY RIGBERG v. METROPOLITAN EDISON COMPANY
C-2021-3028627-PATRICIA LANE V. METROPOLITAN EDISON COMPANY
Updated 06101122

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

	:	
Tracy and Jill Troutman et al.	:	
	:	
v.	:	**Docket No. C-2021-3028464, et al.**
	:	
Metropolitan Edison Company and	:	
Mid-Atlantic Interstate Transmission, LLC, et al.		
	:	
	:	
	:	

Rebuttals to Respondents Direct Written Testimonies by Tracy and Jill Troutman

Date Submitted for the Record: November 12, 2022

Rebuttal of Kevin C. Irvine Direct Written Testimony

MAIT Statement No. 1

Testimony:

Mr. Irvine states, on pages two and three, as a matter of background, that he is employed by FirstEnergy Service Company as an engineer in the Project Development Project Management organization. Employment in his current position began October 23, 2022. His testimony is on behalf of MAIT.

Mr. Irvine indicates that his duties and responsibilities will include "supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development".

Points of Rebuttal:

Mr. Irvine was placed in this position exactly one day prior to the respondents' due date for their Direct Written Testimony.

Respectfully, we ask has he visited this site and in his capacity as an engineer, has he had sufficient time to appropriately inspect and analyze this specific project in consideration of what he read in the formal complaints noting ALL concerns and paying special attention to the health and safety concerns of the complainants?

Testimony:

Mr. Irvine states that he has read the formal complaints and the amended formal complaints filed by the Complainants in this proceeding (p2, lines 21-23).

Point of Rebuttal:

This indicates he has read the formal and amended complaints; however, he has NOT indicated that he read the consolidated Direct Written Testimony (DWT) which should be an important part of his decision-making process regarding overhead versus underground transmission lines.

Testimony:

Q. "Why is the Transmission Line being rebuilt?" (p.4, lines 6-11)

In response, Mr. Irvine states "the transmission line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers."

Points of Rebuttal:

Mr. Irvine describes this project as a rebuild. However, the present structure is being fully removed and relocated with all new materials being provided in the new construction. This is not a "rebuild" this is a NEW BUILD. Because it is a NEW BUILD FirstEnergy, Met-Ed and MAIT should be required to follow Derry Township code which requires all new utilities to be undergrounded.

Secondly, a more complete citation of the PUC Code, Section 1501, was added on November 26, 1978 and effective in 60 days, and states "Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as **shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the PUBLIC."**

The above code INCLUDES "safety of its patrons, employees, AND the PUBLIC."

- Health and Safety concerns submitted within the DWT are listed below:
  - Two perilous incidents involving overhead transmission lines with witness accounts (DWT p. 21 lines 445-466)
  - Injury and death from electrocutions (numerous articles noted in the DWT pp. 10-13 lines 222-338 involve companies including those affiliated with FirstEnergy).
  - The US National Institute of Environmental Health Sciences (NIEHS) described the scientific evidence suggesting that electromagnetic field exposure poses a health risk as weak but noted that it cannot be recognized as entirely safe, and considered it to be a "possible human carcinogen". http://www.niehs.nih.gov/health/topics/agents/emf/
  - The poles used in our project will be treated with Pentachlorophenol (PCP) as per Ms. Morris's response within the Discovery Request as seen in Exhibit 12 of the DWT. PCP is a pesticide and wood preservative.
    - Due to the dangers of PCP manufacture, handling, and use, "on February 4, 2022, EPA issued a final registration review decision requiring the cancellation of PCP.... Use of PCP is being phased out over five years beginning in 2022. Production, sales, and distribution of PCP will be banned on February 29, 2024 and wood treatment facilities will be allowed to use their existing stocks of PCP to produce treated wood until February 28, 2027". https://www.epa.gov/ingredients-used-pesticide-products/pentachlorophenol.

As noted in our DWT (pp. 8-9 lines 157-220), referenced studies show:

- PCP is carcinogenic.
- Environmental conditions are usually unfavorable for biodegradation.
- Treated utility pole placement near private water sources can increase likelihood of drinking water contamination. In Vermont, existing utility poles sited within 200 feet of a source of drinking water shall not be treated with any wood preservative. New or replacement utility poles treated with any wood preservative shall not be sited within 200 feet of a source of drinking water.
- Children should avoid touching or playing near utility poles treated with PCP.

Our children play in our yards where these poles are placed. ALL of our local residents are solely dependent on well water as their only source of potable drinking water. The use of this chemical creates a very serious, unnecessary, unwarranted, and dangerous risk to all residents in this neighborhood and beyond.

- Additional health and safety concerns regarding project design will follow.

Testimony:

When asked to describe the proposed facilities for the Transmission Line, Mr. Irvine states on p. 4 lines 12-19, "The Project will replace nine (9) wooden poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire)".

Points of Rebuttal:

Construction of overhead transmission lines through a residential neighborhood is an outdated and unsafe concept. This new transmission line will be similar in kind to the same 60+ year old transmission line currently in place which was installed over rural land used solely for farming. Today, the vibrant residential community underlying this transmission line is better educated, much more aware of the dangers associated with this type of design, and also aware of the safer, more modern option of undergrounding. Many utilities for reasons of health, safety, reliability, and long-term cost savings are undergrounding. (DWT Benefits of Underground and Trends to Underground pp. 27-28 lines 628-704 and p.35 lines 812-825; Costs pp. 24-25 lines 533-571; Undergrounding needs to be reassessed pp. 32-34 lines 724-810).

Why would FirstEnergy, Met-Ed, and MAIT want to implement an outdated, overhead design when a more modern and safer option of undergrounding is available?

Furthermore, the proposed new overhead transmission line design increases health risk and safety concerns as noted in the DWT (p.19 lines 408-423 and diagram 4). The poles positioned

further apart (with longer spans of wiring) will create potential for significantly greater sweep radii for downed live wires. Due to this new build, many more residents than present will be at serious risk for a significant life changing event, such as injury or death.

SAFETY is our primary concern for all of the residents impacted by the existence of these overhead transmission lines. Our neighborhood is not serviced by these lines; however, assumes all the risk.

Testimony:

Mr. Irvine states on page 4 lines 17-19 that "the proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements."

Points of Rebuttal:

Ms. Morris's response to Discovery Request in Exhibit 12 of the DWT echoed Mr. Irvine's testimony above that "structures were located to minimize material and construction costs" (DWT p. 26 lines 607-609).

Reflected in Mr. Irvine and Ms. Morris's previous statements is the answer as to why the respondents have settled on the outdated overhead design; that answer is COST. Initially it is less costly to install an overhead transmission line. However, undergrounding is the safest option, especially for a residential community. We believe it was never given fair consideration as noted by Ms. Morris's statement, "A high level review of replacing these lines was considered but more detailed design is required to produce a cost estimate".

Testimony:

Mr. Irvine ends this question and response by stating "this design is consistent with current industry best practices" (p.4 lines 18-19).

Points of Rebuttal:

Mr. Irvine is making a very broad, general statement without providing any specific context, reference, or proof indicating its accuracy.

According to https://www.lawinsider.com **Industry Best Practices** means a management idea asserting that, for a given industry, there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at delivering a particular outcome than any other body of techniques, methods, processes, etc. (i.e., with a proper system of processes, checks and testing, a desired outcome can be delivered with fewer problems and unforeseen complications).

Note in the definition above in reference to Industry Best Practices: ".... there is a body of techniques, methods, processes, activities, incentives and/or rewards that is more effective at

delivering a particular outcome...i.e., ...a desired outcome can be delivered with fewer problems and unforeseen complications." This is only IF Industry Best Practices are followed.

In this case, the best industry practices would include the goal of doing what is in the best interest of the health and safety of the public as the 66 Pa. C.S. code 1501 directs and MUST be followed.

Testimony:

Mr. Irvine states that "no permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project" (p. 5, lines 12-15).

Points of Rebuttal:

Explain "permanent".

The original plan did include stabilizing guy wires on two poles in this specific area. The wires were removed from the plans due to complaints that they were unsafe for children. They would be considered an attractive nuisance that is likely to attract children but has the potential of causing harm to them.

Explain how the project has been adequately re-engineered to safely accommodate for this change.

Testimony:

Q. "Which complainants currently have facilities across their property?" He states that "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" have facilities across their properties. (p. 5, lines 16-17).

Points of Rebuttal:

This statement is factually inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

In his assessment, Mr. Irvine has omitted complainants Lane, Kramer, and Bair as having facilities across their properties. However, complainants Lane, Kramer, and Bair do and will continue to have power lines across and above their properties.

Testimony:

Q. "Which complainants will no longer have facilities across their property as a result of the project? Mr. Irvine states that complainants Freiberg and Fedash will no longer have facilities across their properties (p. 5, lines 18-20).

Points of Rebuttal:

This statement is inaccurate. The complainants Freiberg and Fedash will continue to have facilities (power lines) across their properties.

Rebuttal of Michael Espinoza Direct Written Testimony

Met-Ed Statement No. 1

Testimony:

Q. "Which complainants currently have facilities across their respective property pursuant to the recorded easement? "In response, Mr. Espinoza states "complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg, and Fedash" currently have facilities across their properties (p. 3, lines 16-18).

Points of Rebuttal:

This statement is inaccurate.

According to https://www.lawinsider.com, **Transmission Line Facility** means any and all facilities and assets including, without limitation, any duct, wire, line, conduit, pole, tower, equipment or other structure used for Transmission, including any of the foregoing that are part of any Transmission Line or Transmission Substation Facility, are connected to any Transmission Line or Transmission Substation Facility, or are otherwise required to own, use or operate each Transmission Line or Transmission Substation Facility in the manner owned, used or operated by Seller prior to the Closing, but excluding (i) any Transmission Substation Facility and (ii) those assets set forth on Schedule 1.1-K.

Mr. Espinoza is also omitting complainants Lane, Kramer, and Bair as having "facilities across their properties" when, in fact, complainants Lane, Kramer, and Bair will continue to have power lines above and across their respective properties. Additionally, there are other members of the community who have poles and lines running through their properties who wrote emails to First Energy expressing their extreme dissatisfaction when first notified of the plan for the replacement poles, namely the Rogers (210 Bittersweet Drive) and the Lennons (215 Bittersweet Drive). First Energy never responded to their communications.

Testimony:

Q. "Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement? "Mr. Espinoza states "Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER and SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements leases and rights of way appearing of record" (p. 3, lines 19-23 and p.4, lines 1-4).

Points of Rebuttal (based on the actual deed evidence that Mr. Espinoza entered into testimony):

This statement is inaccurate.

The Lane deed appears to be the only one which does include this exact statement as quoted.

The Krasinski, Kramer, Connell, Bair, Fedash, and Florio deeds do make mention of an easement, however not exactly as quoted.

The Shi and Dai deed states "Under and subject to conditions and restrictions which now appear of record".

More importantly, neither the Bryant deed nor the Freiberg deed appear to make any mention of an easement.

Summary of Our Position

This document focuses on our rebuttal of the Respondents' DWT, which mainly addresses the physical construction of the proposed project (Mr. Irvine) and the easement with the properties impacted (Mr. Espinoza).

However, as articulated in our DWT and in this rebuttal, our primary concern has always been, and remains "our safety". Remember, in all the electrocution cases noted, the PUC violations were unknown until the investigations after the tragic incidents. Given that multiple incidents have already occurred, and the fact that the likelihood of more incidents occurring in the future is higher with overhead poles/lines than with underground lines, we are concerned and remain steadfast in asserting that the transmission lines be placed underground through our neighborhood (approx. 0.37 miles).

Concluding Remarks

The PUC code does state that service companies must provide a safe, reasonable, and adequate service. However, there is no operational definition of 'safety'. 'Safety' isn't defined. Further, Mr. Irvine states that this project is "consistent with current industry best practices". How long ago were these best practices determined? If we already had safety incidents, how can the poles/overhead lines still be considered a 'best practice'?

'Best practices' evolve and change over time based on environmental factors, technology, statistics, science, etc. Decades ago (when the easement was originally granted), the auto industry didn't have seat belts in cars. As more people bought autos and the incidence of injury and death increased, safety came into the conscience of auto makers and consumers and lap belts were developed. That became the 'best practice' and soon all cars had them. Years later, the "best practice" evolved to include harness belts across the chest and lap and this became a minimum standard. Then, studies and statistics suggested the need for additional safety

measures. Air bags were added to the use of safety belts and became the current auto industry's "best practice" in safety for consumers. Despite added installation costs, auto makers continue to perfect the seat belts and airbags to meet the expected safety standards for the public. The auto industry prioritized safety of the public over cost.

Our point of this example is that the "Best Practice" of Safety must evolve over time and be prioritized over cost. The "Best Practice" of Safety must also be situational. An Industry best practice of safety for transmission lines going through a thriving neighborhood must be different from, and held to a higher standard than the best practices of safety for transmission lines going through an open field.

"Best" practice can only be achieved by building upon and doing better than the past. How can the Respondents say that putting the transmission lines overhead is a 'best practice' of safety, when there have already been incidents indicating otherwise. To us, this document is not only rebutting what the Respondents say in their DWT, but also what they don't address – our Safety. **We affirm that the best practice of safety in our neighborhood is to put the transmission lines underground.**

None of this risk for hazard is necessary. Undergrounding this short (0.37 miles) stretch of transmission line will resolve this issue for all.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Tracy and Jill Troutman	C-2021-3028464
Rebecca Walizer	C-2021-3028278
Neal Walmer	C-2021-3028416
Michael and Margaret Marino	C-2021-3028211
Stanley and Eileen Krasinski	C-2021-3028346
Michael Florio	C-2021-3028286
Samantha Bryant	C-2021-3028283
Michael Kramer	C-2021-3028314
Andrew Freiberg	C-2021-3028414
Karen Fedash	C-2021-3028418
Gregory Bair	C-2022-3030530

v.

Metropolitan Edison Company
Mid-Atlantic Interstate Transmission, LLC

Pingqi Dai	C-2021-3028302
Debora Connell	C-2021-3028186
Corey and Betty Rigberg	C-2021-3028348
Patricia Lane	C-2021-3028627

v.

Metropolitan Edison Company

DIRECT TESTIMONY OF KEVIN IRVINE

MAIT Statement No. 1

Q. Please state your name and business address for the record.

A. My name is Kevin C. Irvine, and my business address is 800 Cabin Hill Drive, Greensburg, Pennsylvania 15601.

Q. By whom are you employed and in what capacity?

A. FirstEnergy Service Company as an engineer in the Project Development Project Management organization.

Q. Please explain the relationship between Mid-Atlantic Interstate Transmission, LLC or MAIT and FirstEnergy Service Company.

A. FirstEnergy Service Company provides professional services (engineering, construction, accounting, legal, etc.) to the operating companies, including to MAIT. I am an employee of FirstEnergy Service Company.

Q. How long have you worked for FirstEnergy Service Company which I will refer to as FirstEnergy or FE for this proceeding?

A. I have been employed by FirstEnergy since 2018.

Q. How long in your current position?

A. I have been in my current position since October 23, 2022

Q. On whose behalf are you testifying?

A. Mid-Atlantic Interstate Transmission, LLC.

Q. Are you authorized to testify on behalf of MAIT in this proceeding?

A. Yes.

Q. Have you reviewed the formal complaints and the amended formal complaints filed by the various Complainants in this proceeding?

A. Yes.

Q. What is the purpose of your testimony at today's hearing?

A. I am providing testimony regarding the need, scope and design of the Project

EDUCATIONAL BACKGROUND

Q. Please describe your educational background.

A. I received Bachelor of Science Degree in Civil Engineering from the University of Pittsburgh in 2008

DUTIES AND RESPONSIBILITIES

Q. Please describe your duties and responsibilities as it relates to this proceeding

A. My responsibilities include the following: responsibilities included supervising design consultants responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development.

TRANSMISSION LINE

Q. **What line is at issue in this proceeding?**

A. The 72 Campbelltown-Middletown-North Hershey 69 kV Transmission Line which originates in Met-Ed's service territory, crosses into PPL's service territory and terminates in Met-Ed's service territory.

Q. Who owns the Transmission Line?

A. The Transmission Line is owned exclusively by MAIT, effective January 31, 2017. By *Opinion and Order*, entered August 24, 2016, at Docket No. A-2015-2488903, the Commission approved the Joint Petition for Full Settlement and approved the Joint Application of MAIT, Met-Ed and Pennsylvania Electric Company and authorized the

transfer of the Transmission Line from Met-Ed and Penelec to MAIT. The Line provides power to several substations that feed various distribution lines.

Q. Please describe the existing facilities.

A. The existing line , which is hung on 52 feet tall poles, has 7 wires (6 conductors and a shield/ground wire).

Q. **Why is the Transmission Line being rebuilt?**

A. The Transmission Line is being rebuilt due to aged facilities and to meet mandatory obligations under Section 1501 of the Pennsylvania Public Utility Code to provide safe, reasonable and adequate service to its customers. The Project will strengthen the electric system in Derry Township within Met-Ed's service territory and surrounding areas.

Q. Please describe the proposed facilities for the Transmission Line.

A. `The Project will replace the existing nine (9) wood poles averaging 52 feet with seven (7) new wood poles averaging 59 feet. The seven (7) existing overhead wires will be replaced with four (4) overhead wires (3 conductors and a shield/ground wire). The proposed location of structures minimizes material and construction costs which resulted in fewer structures than the existing layout. The proposed wires were selected to minimize cost and meet capacity requirements. This design is consistent with current industry best practices.

Q. What portion of the Transmission Line is in PPL's service territory?

A. The Project between Sand Hill Road and Nye Road which is approximately .37 miles and crosses the land in the Meadows Subdivision where the complainants reside.

Q. Was an easement granted for the original construction of the existing facilities in the Meadows Subdivision?

A.. Yes. The easement will be addressed by the Met-Ed witness.

Q. What is the status of the overall Project?

A. MAIT-Exhibit 1 reflects an aerial view of the Transmission Lines, the phases and the progress. The Meadows Subdivision is part of Phase 3, Line 2. The project has engineering design complete for the entire project. Construction is currently complete or in progress in all areas outside of the Meadows Subdivision and a rail road crossing as identified in MAIT-Exhibit 1.

Q. What is the status of the Project in the Meadow Subdivision?

A. It is on hold due to this proceeding..

Q. Please explain MAIT Exhibit 2.

A. MAIT Exhibit 2 is an aerial view of the line that crosses the land of certain complainants and reflects the existing facilities and the proposed facilities. No permanent guy wires will be utilized between Sand Hill Road and Nye Road on the Project.

Q. Which complainants currently have facilities across their property?

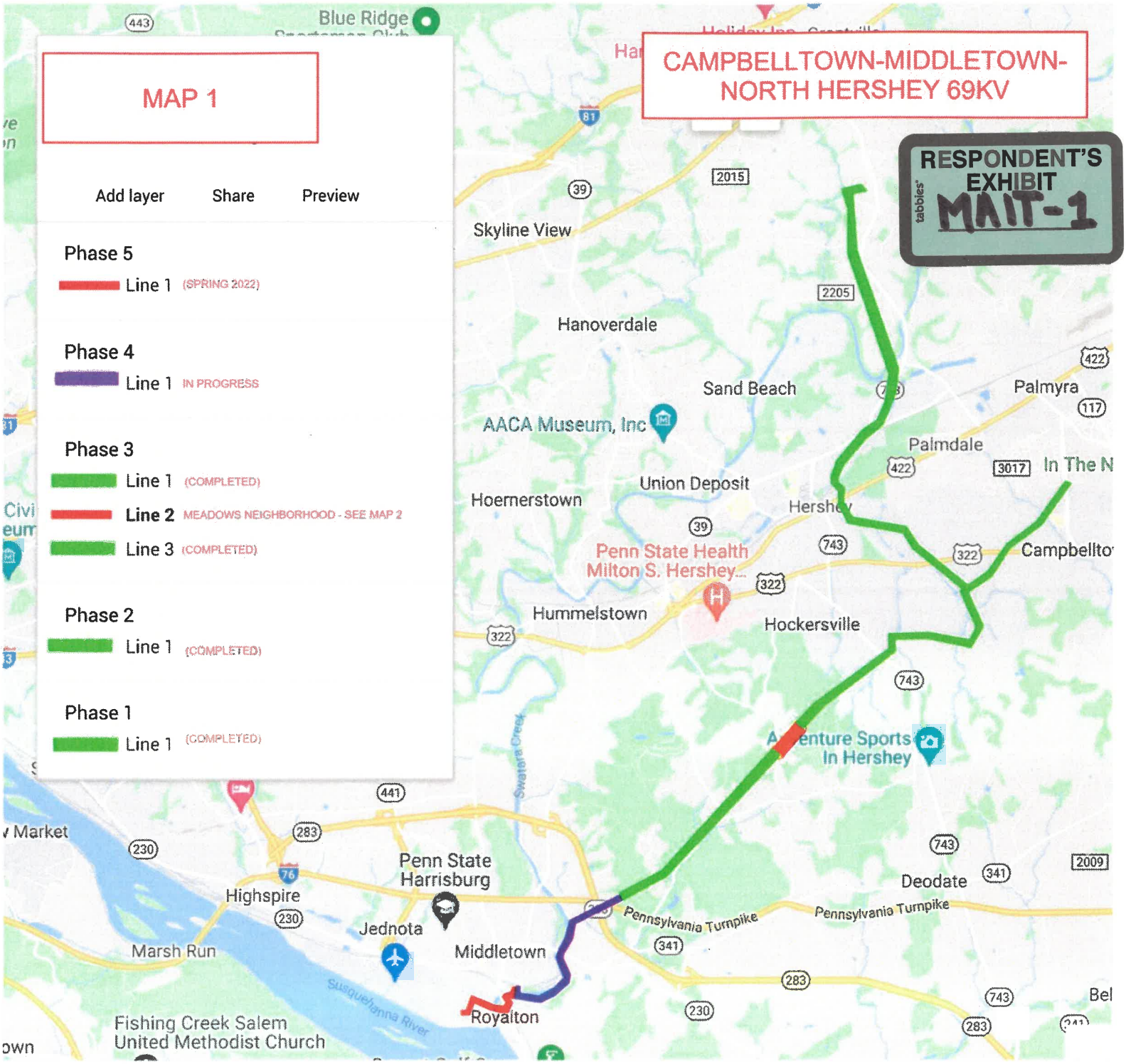
A. Complainants Bryant, Connell, Florio, Dai, Kransinski, Freiberg and Fedash.

Q. Which complainants will no longer have facilities across their property as a result of the Project?

A. Complainants Freiberg and Fedash.

Q. Does this conclude your direct testimony?

A. Yes.


MAP 1
Add layer
Share
Preview
Phase 5
Line 1 (SPRING 2022)
Phase 4
Line 1 IN PROGRESS
Phase 3
Line 1 (COMPLETED)
Line 2 MEADOWS NEIGHBORHOOD - SEE MAP 2
Line 3 (COMPLETED)
Phase 2
Line 1 (COMPLETED)
Phase 1
Line 1 (COMPLETED)
CAMPBELLTOWN-MIDDLETOWN-NORTH HERSHEY 69KV
RESPONDENT'S EXHIBIT MAIT-1
Blue Ridge
Skyline View
Hanoverdale
Sand Beach
AACA Museum, Inc
Palmyra
Palmdale
Union Deposit
Hoernerstown
Hershey
Penn State Health Milton S. Hershey...
Hummelstown
Hockersville
Campbellto
Adventure Sports In Hershey
Penn State Harrisburg
Highspire
Jednota
Middletown
Marsh Run
Deodate
Pennsylvania Turnpike
Royalton
Fishing Creek Salem United Methodist Church
Susquehanna River
Swatara Creek

RESPONDENT'S EXHIBIT
tabbies'
MAIT-2



BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Tracy and Jill Troutman	C-2021-3028464
Rebecca Walizer	C-2021-3028278
Neal Walmer	C-2021-3028416
Michael and Margaret Marino	C-2021-3028211
Stanley and Eileen Krasinski	C-2021-3028346
Michael Florio	C-2021-3028286
Samantha Bryant	C-2021-3028283
Michael Kramer	C-2021-3028314
Andrew Freiberg	C-2021-3028414
Karen Fedash	C-2021-3028418
Gregory Bair	C-2022-3030530

v.

Metropolitan Edison Company
Mid-Atlantic Interstate Transmission, LLC

Pingqi Dai	C-2021-3028302
Debora Connell	C-2021-3028186
Corey and Betty Rigberg	C-2021-3028348
Patricia Lane	C-2021-3028627

v.

Metropolitan Edison Company

REBUTTAL TESTIMONY OF KEVIN IRVINE

MAIT Statement No. 1R

Q. Please state your name and business address for the record.

A. Kevin C. Irvine, 800 Cabin Hill Drive, Greensburg, Pennsylvania 15601.

Q. **Have you previously submitted testimony in this proceeding?**

A. Yes. I submitted written testimony and exhibits on behalf of Mid-Atlantic Interstate Transmission, LLC (MAIT), which have been designated as MAIT Statement No. 1 and MAIT Exhibits 1 and 2.

Q. Is there any revision to your written testimony?

A. Yes. On page 5, the word "facilities" on lines 16 and 18 should be replaced with the word "structure/pole." The Pennsylvania Public Utility Code defines "facilities" to include all plant and equipment used in the operation and in connection with the business of MAIT.

Q. Did you review the Written Testimony of the Complainants?

A. Yes.

Q. Did you review the Proposed Exhibits submitted by the Complainants?

A. Yes.

Q. Please identify MAIT-3.

A. It is my CV which, in addition to my undergraduate degree, list that I am a Professional Engineer in four states, including Pennsylvania.

Q. Does it provide your work history as it relates to this consolidated complaint proceeding?

A. Yes. My work experience is more fully described in my CV.

Q. Please explain what you mean that you are a Professional Engineer in Pennsylvania.

A. A Professional Engineer (PE) is an individual licensed by the Pennsylvania State Department, State Registration Board for Professional Engineers, Land Surveyors and Geologists whom:

- Applies mathematical and physical sciences in the design of public or private buildings, structures, machines, equipment, processes, works or engineering systems

- Consults, investigates, evaluates, conducts engineering surveys, performs construction management, planning and inspection of public or private buildings, structures, machines, equipment, processes, works or engineering systems

- Performs acts and services related to engineering such as municipal planning, teaching, construction, maintenance and research.

Q. Is your PA PE License current?

A. Yes

<u>RESPONSE TO ALLEGATIONS IN DIRECT TESTIMONY</u>

Q. The direct testimony of the Complainants at page 4, lines 95-96, states the Commission's regulations in Chapter 57 support their rationale to place the facilities underground. What is your response?

A. The cite to 52 Pa Code Section 57.76 is applicable to siting and construction of NEW transmission lines. The Project involves existing facilities. The Complainants acknowledge that neither the Public Utility Code nor Commission regulations define the terms "safety" or "unreasonable risk of damage." Their definition that there are no casualties, no injuries, no property damage, and no accidents resulting from the overhead lines and poles is absurd. Under their standard, no overhead could be constructed.

Q. The direct testimony of the Complainants at pages 5-6, lines 99-111 cites to FirstEnergy's core values. Is the Project consistent with those core values and its strategic plan?

A. Yes it is. There is no credible evidence that the Project is unsafe.

Q. The direct testimony of the Complainants at page 7, lines 131-156, infers that overhead facilities could have detrimental health effects. What is your response?

A. First, the Complainants acknowledge that there are no standards for Electromagnetic Filed (EMF) yet urge the Commission to "err on the side of caution." The existing and the proposed facilities are built and operated with strict adherence to the requirements of all applicable state and federal statues related to safety, including requirements specified in the North American Electric Reliability Corporation, Mandatory Reliability Standards and the National Electrical Safety Code (NESC), as well as those adopted by the Commission and the Occupational Health and Safety Administration. No federal or state agency has adopted exposure limits based on a finding that EMF causes adverse health effects. I would again stress that the existing facilities were constructed over 30 years ago and no complainant has alleged any specific adverse health that they are experiencing. The Complainants knowing built or purchased their residence in the Meadows Subdivision but are only now alleging potential health concerns.

Q. The direct testimony of the Complainants at page 19, lines 416-423, states "it appears that 30 of the 39 homes in the Meadow HOW (77%) plus at least 9 other homes outside the HOA appear within potential contact distance of a downed live

wire. Many of these homes have children in the household and have recreation/play equipment in the back yards well within the potential area of risk. See Diagram 4." What is your response?

A. The assertion is disingenuous. Those complainants choose the location of their play equipment and expressed no concerns prior to the announcement of the Project.

Q. The direct testimony of the Complainants at page 20, lines 424-428, states "There are 4 family swimming pools with the potential contact area of a downed wire. See Diagram 1 What is your response?

A. The assertion is disingenuous. Those complainants choose the location of their swimming pool and expressed no concerns prior to the announcement of the Project.

Q. The direct testimony of the Complainants at page 23, lines 515-527, express the importance of mental health and the impact the Project would have on residents of the Meadows Subdivision. What is your response?

A. Again this testimony is disingenuous. The facilities were constructed well before the Meadows Subdivision was designed. The Developer choose how to subdivide the property. The complainants who purchased lots and/or homes did so with the actual knowledge of the existence of the facilities. All the Complainants choose to move to the Meadows Subdivision with the actual knowledge of the existence of the facilities.

Q. The direct testimony of the Complainants at pages 25-26, lines 601-616, states that the decision not to place facilities underground is based primarily on cost. The direct testimony of the Complainants at pages 36, lines 838-853, states that there are negative environmental effects associated with the Project. What is your response?

A. The testimony is not correct. MAIT opposes the request to place the Transmission Line in the Meadows Subdivision underground for several reasons. Underground transmission lines are only buried when there are no viable above-ground options. The open trenching necessary to bury a transmission line causes greater environmental impacts, as does the need to create significant access roads to accommodate heavy equipment. It is also more difficult to restore power during outages on underground lines since it can take longer to identify and to repair damaged underground cables. In addition, it is significantly more expensive to place the line underground since the cost of the Project will be borne by Met-Ed's customers.

Q. The direct testimony of the Complainants at page 26, lines 611-614, states that reducing the number of transmission lines from 6 to 4 will require that each individual line carry greater power. What is your response?

A. The voltage for the proposed 3 phase conductors is 69 kV and does not result in greater risk to the public.

Q. The direct testimony of the Complainants at page 35, lines 812-836, opines that the Project violates Derry Township Code and cites to the Derry Township Design and Construction Standards #185-38 Section B. What is your response?

A. The Complainants' assumption that the Project violates Derry Township Codes is not relevant to this proceeding. The Commission lacks the jurisdiction to entertain such an allegation under the Public Utility Code.

Q. Does the Project violate Section 1501 of the Pennsylvania Public Utility Code?

A. No. The Complainants have only offered their opinion that the Project is unsafe and therefore violates Section 1501.

Q. Does this conclude your rebuttal testimony?

A. Yes.

Kevin C. Irvine

800 Cabin Hill Drive, Greensburg, Pennsylvania 15601



EDUCATION

- Bachelor of Science Degree in Civil Engineering from the University of Pittsburgh in 2008
- Registered professional engineer in the states of Maryland, West Virginia, and Ohio, as well as the Commonwealth of Pennsylvania

WORK HISTORY

- Joined FirstEnergy Service Company as a Transmission Line Design Engineer in 2018 – Oct. 21, 2022
    - responsibilities included performing design work and supervising design consultant responsible for supporting siting and permitting, survey coordination, structure design, foundations design, overhead line design, and scoping and cost estimate development
- Engineer in the Project Development Project Management department at FirstEnergy starting October 2022
    - Current responsibilities include oversight of projects developing the scope of work prior to detailed design, truing up estimates, and updating construction and outage schedules and forecasts as details are refined
- Prior to joining FirstEnergy, worked for Duquesne Light Company and American Electric Power as a Transmission Line Design Engineer with similar responsibilities as the Transmission Line Design Engineer role in FirstEnergy

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Tracy and Jill Troutman	C-2021-3028464
Rebecca Walizer	C-2021-3028278
Neal Walmer	C-2021-3028416
Michael and Margaret Marino	C-2021-3028211
Stanley and Eileen Krasinski	C-2021-3028346
Michael Florio	C-2021-3028286
Samantha Bryant	C-2021-3028283
Michael Kramer	C-2021-3028314
Andrew Freiberg	C-2021-3028414
Karen Fedash	C-2021-3028418
Gregory Bair	C-2022-3030530

v.

Metropolitan Edison Company
Mid-Atlantic Interstate Transmission, LLC

Pingqi Dai	C-2021-3028302
Debora Connell	C-2021-3028186
Corey and Betty Rigberg	C-2021-3028348
Patricia Lane	C-2021-3028627

v.

Metropolitan Edison Company

DIRECT TESTIMONY OF MICHAEL ESPINOZA

Met-Ed Statement No. 1

Q. Please state your name and business address for the record.

A. Michael Espinoza, 300 Madison Avenue, Morristown, NJ 07962

Q. By whom are you employed and in what capacity?

A. FirstEnergy Service Company as a Real Estate Representative

Q. Please explain the relationship between Metropolitan Edison Company or Met-Ed and FirstEnergy Service Company.

A. FirstEnergy Service Company provides professional services (engineering, construction, accounting, legal, etc.) to the operating companies, including to Metropolitan Edison. I am an employee of FirstEnergy Service Company.

Q. How long have you worked for FirstEnergy Service Company which I will refer to as FirstEnergy for this proceeding?

A. I have been employed by FirstEnergy since 1996.

Q. How long in your current position?

A. I have been in my current position since 2002.

Q. On whose behalf are you testifying?

A. Metropolitan Edison Company.

Q. Are you authorized to testify on behalf of Met-Ed in this proceeding?

A. Yes.

Q. What is the purpose of your testimony at today's hearing?

A. I am providing testimony regarding the easement and deeds for the properties located in the Meadow Subdivision where the Transmission Line is located.

EASEMENT

Q. What rights did Met-Ed retain after the transmission assets were transferred to MAIT?

A. Met-Ed continues to own and operate their distribution facilities and continue to provide retail electric service within their existing service territories. Met-Ed did not transfer a fee interest in land and other real estate to MAIT in connection with the contribution of transmission assets. Met-Ed specifically continues to own the easement for the Transmission Line and is responsible for the vegetation maintenance of the right-of-way.

Q. Referring you to Met-Ed Exhibit 1, what easement does Met-Ed hold over the land in the Meadows Subdivision?

A. The easement for the Transmission Line was entered into between Met-Ed and Roy E. Nye and Nancy Louise Nye and was recorded on December 21, 1965. The easement specifically grants Met-Ed the uninterrupted right to place, erect, construct, install, use, operate, patrol, inspect, maintain, repair, reconstruct, renew, add to, or relocate the facilities.

Q. Which complainants currently have facilities across their respective property pursuant to the recorded easement?

A. Complainants Bryant, Connell, Florio, Dai, Krasinski, Freiberg and Fedash.

Q. Referring you to Met-Ed Exhibit 2, did the respective deed for each complainant that has facilities across its property specifically give notice of the recorded easement?

A. Yes. All the deeds, with the exception of the Lane deed contains the paragraph that states: "UNDER AND SUBJECT, NEVERTHELESS, to all reservations,

restrictions, covenants, conditions, easements leases and rights of way appearing of record." Emphasis in Original. The Lane deed does not specifically reference the easement as the other deeds do but the Lane deed dopes note the Subdivision Plan which shows the Met-Ed right of way across their property.

Q. Does this conclude your direct testimony?

A. Yes.

RESPONDENT'S EXHIBIT ME-1

BOOK X VOL. 1 PAGE 385

INDENTURE, made this 3rd day of November, 19 65, by and between

Roy E. Nye and Nancy Louise Nye, his wife

of the Township of Derry County of Dauphin and Commonwealth of Pennsylvania (hereinafter called Grantors), and METROPOLITAN EDISON COMPANY, a Pennsylvania corporation (hereinafter called Grantee),

WITNESSETH, that in consideration of the sum of One Dollar ($1.00) received from Grantee, and the additional sum hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, the easement and uninterrupted right from time to time to place, erect, construct, install, use, operate, patrol, inspect, maintain, repair, reconstruct, renew, add to, relocate and remove at will, facilities, including poles, pole structures, towers, cross arms, underground and overhead wires, cables, anchors, guys, attachments, equipment and appurtenances for the transmission and distribution of electricity on, over, under and across all that certain

those two contiguous strips, eighty (80) and one hundred (100) feet wide,

of Grantors' lands as shown on Grantee's Plan No. R-11-32-I, which is attached hereto and made a part hereof, situate in the Township of Derry County of Dauphin and Commonwealth of Pennsylvania;

Together with the right from time to time to clear and entirely remove everything, including buildings, from the said strip of land and also from time to time the right to trim, cut or remove trees adjacent to the said strip of land that may, in the judgment of Grantee, interfere with or endanger the aforesaid facilities; together also with the right of access over Grantors' lands to the said strip of land; provided, however, Grantee shall pay any damages it causes to fences and crops.

Between the Northwesterly end of the said eighty (80) foot strip and the spring area hereinafter referred to, grantor shall have the right to grow nut and fruit trees on the said strip of land to a height not exceeding twenty (20) feet above the presently existing surface of the ground to the extent that, in the sole judgment of Grantee, the said trees shall not in any manner interfere with, hinder or impair the construction, operation, patrolling, maintenance, reconstruction, renewal, addition to, relocation or removal of said facilities or any part thereof, anything herein contained to the contrary notwithstanding; But Grantee may, from time to time, when it deems it necessary for the purposes aforesaid, remove any of said trees, provided that it shall pay damages to Grantor for any of such trees so removed or damaged.

Provided, further, that Grantee shall cut or remove no underbrush from that portion of the easement area surrounding Grantors' springs as shown within the waved lines used on said plan with the designation "Wooded Area with springs".

The additional sum above referred to is Two Thousand and 00/100 Dollars ($2,000.00) and if said sum is not paid or tendered by Grantee within One (1) Year from the date hereof, which time is of the essence, the easement and rights herein granted shall, without further act by the parties hereto, cease and determine, and neither party shall have any further obligation to the other party by reason hereof.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written.

Witness: Forrest L. Bortz

Roy E. Nye [SEAL]

Nancy Louise Nye [SEAL]

[SEAL]

[SEAL]

Received this 20th day of December, A.D. 1965, of the above named Grantee the additional sum above mentioned in full.

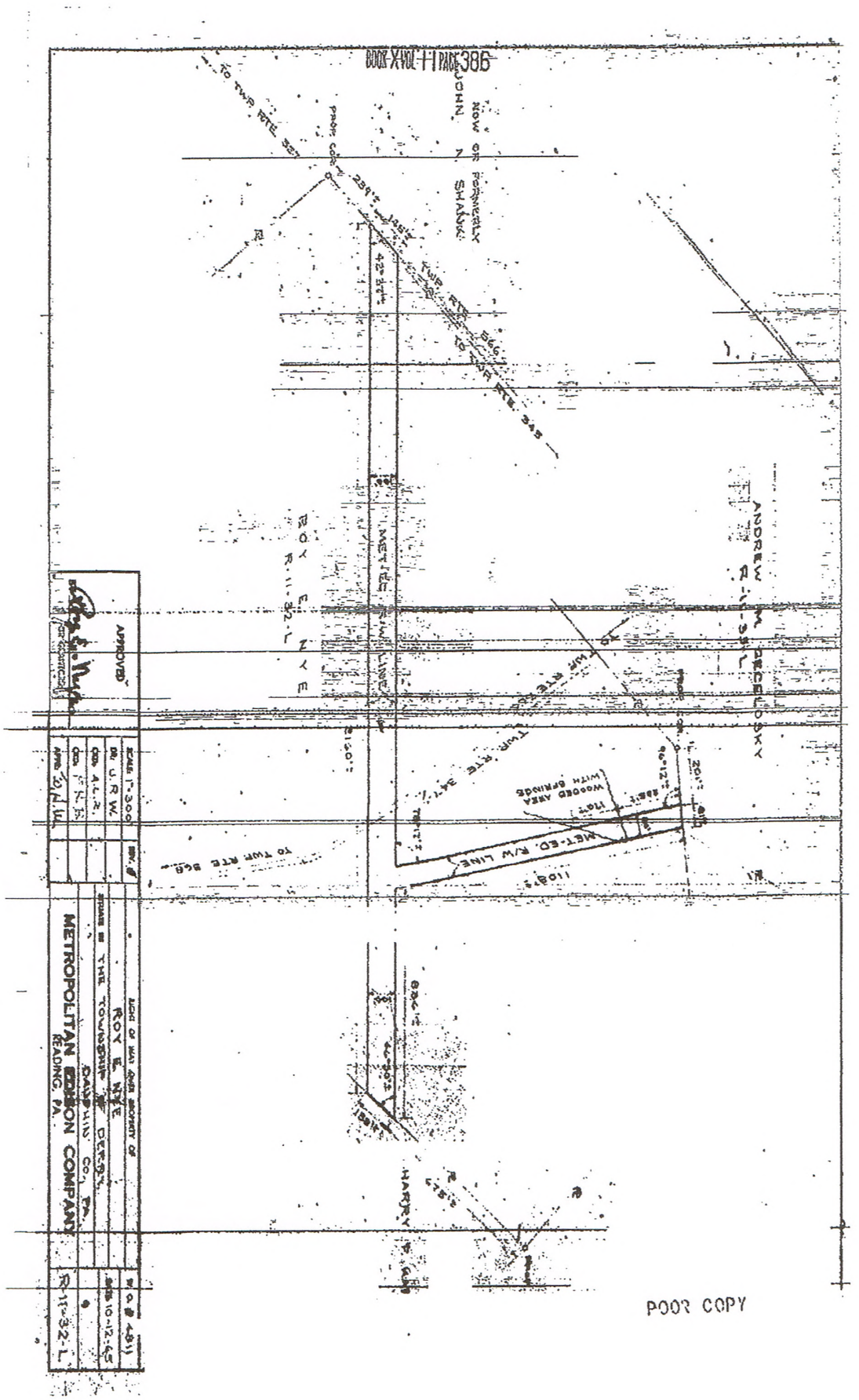
Witness: Forrest L. Bortz

Roy E. Nye

By Nancy Louise Nye

Nancy Louise Nye

RW-3-PA 4-67


BOOK X-VOL 11 PAGE 386
JOHN N. SHANK
NOW OR FORMERLY
ROY E. NYE
R-11-32-L
ANDREW A. BREDLOSKY
R-11-33-L
METTED TWP. LINE
TWP. RTE. 343
TWP. RTE. 346
TWP. RTE. 345
TWP. RTE. 344
METTED
HARRY
WOODED AREA
WITH BRANCHES
MET-ED. R/W LINE
POOR COPY
APPROVED
SCALE 1"=300'
DR. J.R.W.
CK. A.L.R.
CK. F.L.H.
APP'D. J.M.H.
BY
ROY E. NYE
METROPOLITAN EDISON COMPANY
READING, PA.
W.O.# 4811
DATE 10-12-45
R-11-32-L

BOOK XVOL 1 1 PAGE 387

BY INDIVIDUALS

STATE OF PENNSYLVANIA }
COUNTY OF DAUPHIN } ss

On this, the 3rd day of November, 19 65, before me Forrest K. Borta, the undersigned officer, personally appeared Roy E. Nye and Nancy Louise Nye, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Forrest K. Borta

NOTARY PUBLIC
MUHLENBERG TOWNSHIP, BERKS COUNTY
My Commission Expires March 4, 1966
Title of Officer

RECEIVED
DEC 21 1965
RECORDER OF DEEDS OFFICE
DAUPHIN COUNTY
PENNA.

RIGHT OF WAY

Roy E. Nye and Nancy Louise Nye, his wife

TO

METROPOLITAN EDISON COMPANY

Date: November 3, 1965

RECORDED in the Office for the Recording of Deeds, etc., in and for Dauphin County, Pennsylvania, in Misc. Book No. 11 at page 385

WITNESS my hand and seal of Office this 21st day of Dec., 1965

Mary K. Hanna
Recorder.

DOCUMENTARY
DEC 21 '65
PB METER
10532

Title of Officer

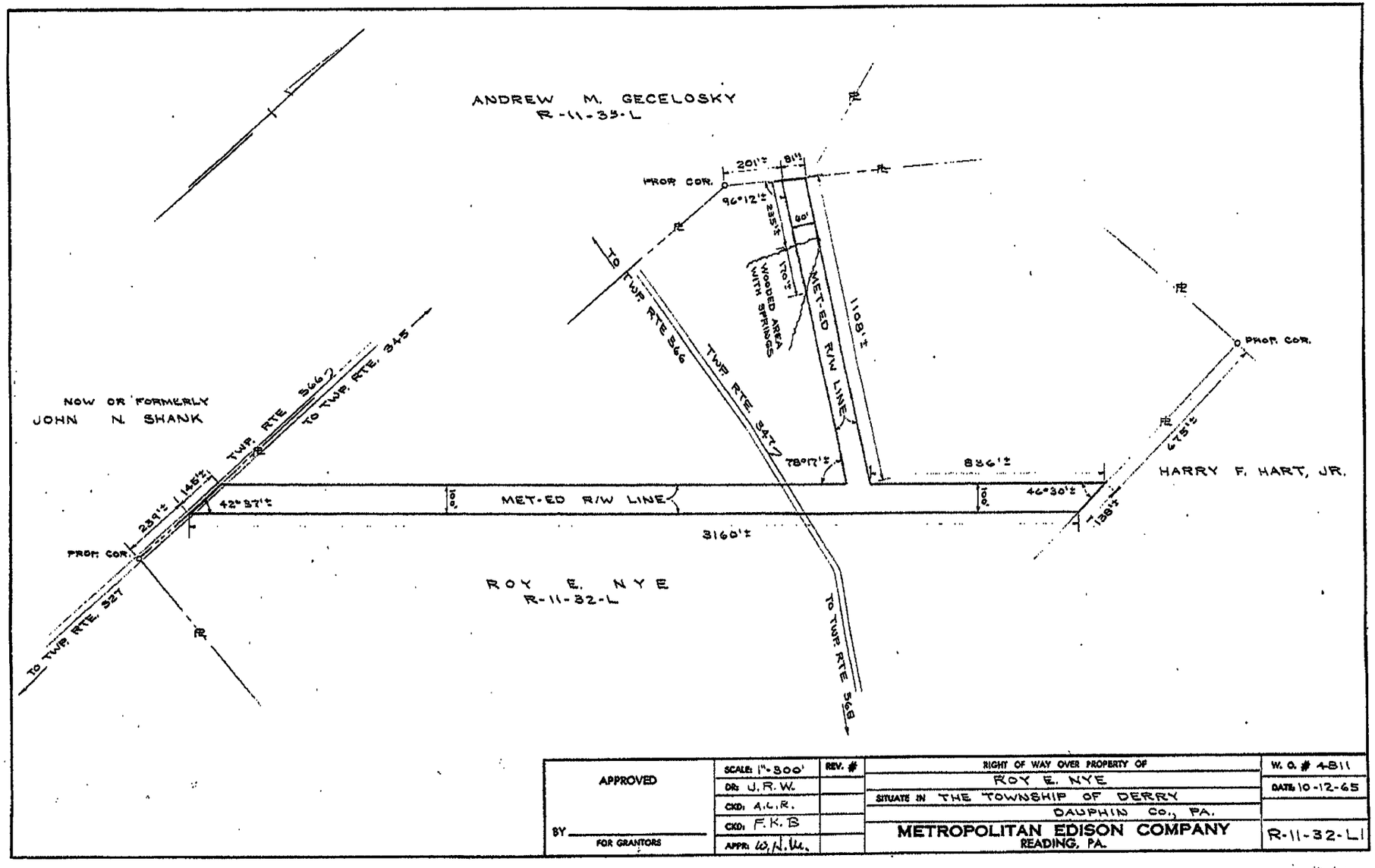
BY A CORPORATION

STATE OF PENNSYLVANIA }
COUNTY OF } ss

On this, the day of , 19 , before me, the undersigned officer, personally appeared , who acknowledged himself to be the a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

DERRY TOWNSHIP
DERRY TOWNSHIP

#3 Line to Southwest Sub - Herrh
4811/350.1


ANDREW M. GECELOSKY
R-11-35-L
PROP. COR.
201'±
81'
96°12'±
235'±
60'
170'±
WOODED AREA WITH SPRINGS
MET-ED R/W LINE
1108'±
TO TWP. RTE 346
TWP. RTE. 347
78°17'±
856'±
PROP. COR.
HARRY F. HART, JR.
675'±
NOW OR FORMERLY
JOHN N. SHANK
TWP. RTE 346
TO TWP. RTE. 345
231'±
145'±
42°37'±
100'
MET-ED R/W LINE
100'
46°30'±
198'±
PROP. COR.
3160'±
ROY E. NYE
R-11-32-L
TO TWP. RTE. 327
TO TWP. RTE 568
APPROVED
BY
FOR GRANTORS
SCALE: 1"=300'
DR: J.R.W.
CKD: A.L.R.
CKD: F.K.B.
APPR: W.N.M.
REV. #
RIGHT OF WAY OVER PROPERTY OF
ROY E. NYE
SITUATE IN THE TOWNSHIP OF DERRY
DAUPHIN CO., PA.
METROPOLITAN EDISON COMPANY
READING, PA.
W. O. # 4811
DATE 10-12-65
R-11-32-L1

000001 AUG 191

AGREEMENT NUMBER: L-2-0554

LICENSE AGREEMENT

THIS AGREEMENT, made this 24th day of APRIL, 19 91, by and between METROPOLITAN EDISON COMPANY, a Pennsylvania corporation ("Licensor"), and GEORGE C. DESMOND OF THE TOWNSHIP OF EAST LAMPETER, and County of LANCASTER and Commonwealth of Pennsylvania ("Licensee").

Licensor is the owner of a ☐ fee/or ☒ easement interest in land in DERRY Township, DAUPHIN County, Pennsylvania, granted by ROY E. NYE AND NANCY LOUISE NYE, HIS WIFE dated 11/3/65, and recorded on 12/21/65, in MISC Book No. X-WLH, Page 385, County Public Records ("Land"). Licensor, to the extent of its interests, gives permission to Licensee to use the Land FOR STREETS, WATER LINES, CURBS, TELEPHONE & ELECTRIC LINES, SANITARY SEWER LINES, as shown on the Plan on the reverse side. Licensee understands this permission shall at all times be subject to Licensor's rights and particularly as they relate to its obligations to provide safe and reliable electric service.

For and in consideration of the sum of THREE HUNDRED AND 00/100 Dollars ($ 300.00), the receipt whereof is hereby acknowledged, and intending to be legally bound, Licensee agrees to the following:

1. To install and maintain the improvements shown on the Plan in a workmanlike manner, to secure all required permits and to comply with all applicable laws, regulations, ordinances and codes.

2. Not to change the elevation of the ground surface level or add any improvements not shown on the Plan.

3. To use the Land and install and maintain the improvements so there will be no interference, as determined by Licensor, with Licensor's present or future facilities or operations.

4. To release and waive as against Licensor any right to damages. Further, to indemnify, defend and save harmless Licensor from and against any and all loss or damage, cost or expense resulting from, or in any manner arising out of, the presence or operations thereon of the Land by Licensee, except that Licensee shall have no responsibility for such loss or damage if caused solely by Licensor.

5. ☒ (a) To comply with the additional Terms as indicated on attached Exhibit "A".
☐ (b) No additional Terms.

Licensee further understands that (1) Licensee is given a revocable license and permission only, and not an ownership interest in the Land, (2) Licensee, at its sole cost and expense and within thirty (30) days of written notice of Licensor's desire to use the lands, shall change or alter the location of the improvements to accommodate Licensor's intended use, (3) either party may terminate this Agreement upon giving not less than thirty (30) days written notice to the other to such effect, except that if Licensee does not comply with the provisions of this Agreement and/or abandons the licensed improvements, this licence and permission shall automatically end, (4) Licensor may, upon termination of this Agreement for whatever reason, unilaterally file with the Recorder of Deeds a document to terminate this Agreement of record, and (5) when this Agreement is terminated, for whatever reason, Licensee shall immediately remove the improvements and restore the Land to a condition satisfactory to Licensor and, upon failure to do so, to promptly pay Licensor the cost of performing the work.

IN WITNESS WHEREOF, the parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, as the case may be, have duly executed this Agreement, in duplicate.

Witness: John W. Feeman

METROPOLITAN EDISON COMPANY
By William S. Arnold Sr.
Supervisor-Div. Distribution Engineering

STATE OF PENNSYLVANIA :
COUNTY OF LEBANON : ss

On this, the 24th day of APRIL, 19 91, before me JOHN W. FEEMAN, the undersigned officer, personally appeared WILLIAM S. ARNOLD, SR., who acknowledged himself to be the Supervisor-Division Distribution Engineering of Metropolitan Edison Company, a corporation, and that he as such Supervisor-Division Distribution Engineering, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Supervisor-Division Distribution Engineering.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARIAL SEAL
JOHN W. FEEMAN, Notary Public
South Lebanon Twp., Leb. Co.
My Commission Expires 3-6-95

John W. Feeman
Title of Officer

(See Reverse Side)

BOOK 1592 PAGE 151

Page 5 of 16

Witness/Attest:

Licensee:

_____ [SEAL]

George C. Desmond [SEAL]
GEORGE C. DESMOND

STATE OF PENNSYLVANIA :
: ss
COUNTY OF LANCASTER :

On this, the 30 day of April, 19 91, before me, a Notary Public, personally appeared GEORGE C. DESMOND known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and HE acknowledged that HE executed the same for the purposes therein contained; ~~or personally appeared~~ _____, ~~who acknowledged himself to be the~~ _____ of _____, ~~a corporation, and that he as such~~ _____, ~~being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as~~ _____.

In Witness Whereof, I hereunto set my hand and official seal.

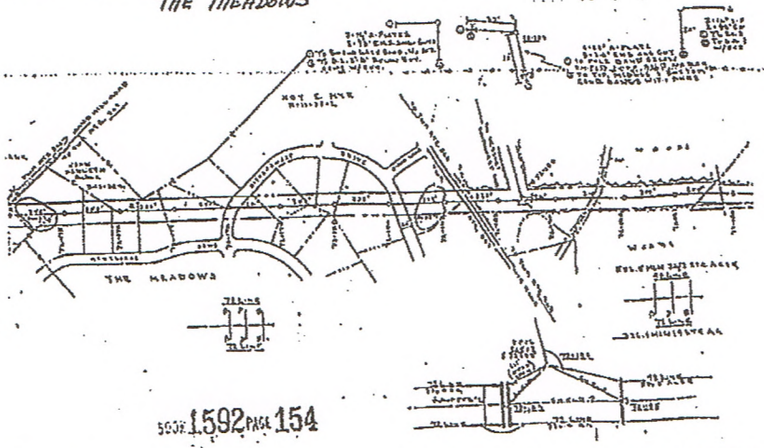
Notarial Seal
Cathy J. Davis, Notary Public
Providence Twp., Lancaster County
My Commission Expires July 14, 1994
Member, Pennsylvania Association of Notaries

Cathy J. Davis
Title of Officer

Line/Voltage: 69 KV
Line #: 72
R/W #: R-11-32-L
R/W Width: 100'
Nearest Structure #: 72-174 THRU 72-187 INC
CC #: 3 E Sheet 8 of 19
Subdivision Plan #: 580 TOWNSHIP OF DERRY
THE MEADOWS

PLAN

(Include sketch of encroachment, with relative reference points, including, distance from edge of right-of-way, distance from closest structure(s) with structure number(s), etc.; color coding is not permitted)



BOOK 1592 PAGE 154

EXHIBIT A

SUPPLEMENTAL TERMS TO
LICENSE AGREEMENT

Licensee agrees to the following terms as indicated by Licensee's initials:

1. ☒ Insurance K.C.D. Licensee's Initials

Licensee shall obtain and maintain insurance for:

☐ (a) the duration of the License Agreement, or

☒ (b) only during construction and/or maintenance of improvements;

with insurance companies satisfactory to Licensor and with the following minimum requirements:

Type of Insurance	Liability Limit
Workers' Compensation	Statutory
Employer's Liability	$ 500,000 per occurrence
Comprehensive General Liability	
Bodily Injury	$1,000,000 per occurrence
Property Damage	$1,000,000 per occurrence
Endorsements Required	
Blanket Contractual Coverage	
Products/Completed Operations Coverage	
Independent Contractors Coverage	
Underground Hazard	
Explosion and Collapse Hazard	
Broad Form Property Damage	
Automobile Liability Insurance (owned, hired, Nonowned)	
Bodily Injury	$1,000,000 per occurrence
Property Damage	$1,000,000 per occurrence

RECEIVED
RECORDERS OFFICE
DAUPHIN COUNTY
PENNA.
JUL 1 10 08 AM

16677

Licensee shall name Licensor as an additional insured under the above policy(s) and provide Licensor certificate(s) of insurance upon the execution of the License Agreement. If any changes are made to the above policy(s), written notice of such changes shall be mailed to Licensor at 1600 SOUTH 5TH AVENUE
LEBANON, PA. 17042
Attention: JOHN W. FREEMAN, at least thirty (30) days prior to the effective date of such changes.

2. ☒ Advance Notification of Work K.C.D. Licensee's Initials

Licensee shall notify Licensor's Division Operating Superintendent at its office at 1600 SOUTH 5TH AVENUE, LEBANON, PA. 17042.
Attention: MR. R.G. BONNEVILLE, not less than thirty (30) days in advance of any work performed pursuant to the License Agreement. Within thirty (30) days of completion of the construction of the improvements, Licensee shall provide Licensor with an "As Built" drawing of the improvements.

#10000872 11/87

BOOK 1592 PAGE 152

3

EXHIBIT A (cont.)

SUPPLEMENTAL TERMS TO
LICENSE AGREEMENT

3. X Relocation of Licensor's Facilities Licensee's Initials

Licensee shall notify Licensor's Division Operating Superintendent at its office at 600 South Fifth Avenue, Lebanon, PA 17042 Attention: Mr. R. C. Bonneville, not less than ninety (90) days in advance of any proposed relocation. Providing Licensor agrees to relocate its facilities, Licensee shall pay to Licensor, before Licensor commences the aforesaid relocation work, Licensor's estimate of the costs to perform such work. Upon completion of such work, Licensor shall determine the actual and related costs, thereof including, but not limited to, labor, material, engineering, labor additives, administration, supervision, indirect overheads, transportation and expenses; and thereafter either submit a bill or refund to Licensee the difference between the sum paid on account and the cost so determined, whichever the case may be. In the event any such bill is submitted, Licensee hereby agrees to pay the same within twenty (20) days from the date thereof.

4. X Deed Restrictions Licensee's Initials

That a provision be made part of the deeds for the individual lots which are affected by the Licensor's Right of Way. This provision should read as follows: Metropolitan Edison Company has the right to trim, cut or remove trees, underbrush, and other obstructions (including buildings, swimming pools, swing sets, etc.) that are within fifty (50) feet of any wire strung on said line, as provided by an easement granted by Martin B. Nye, widower, dated September 18, 1941, and recorded on December 30, 1941, in Misc. Book L-5, Page 593, Dauphin County Public Records.

State of Pennsylvania } S. S.
Dauphin County

Recorded in the Office for Recording of Deeds, etc., in and for the County of Dauphin, in Record Book 1592 Page 151

Witness my hand and seal of Office this 1st day of July Anno Domini 19 91

Recorder

BOOK 1592 PAGE 153

TO P.H. HUNSINGER
TRANSMISSION ENGINEERING

METROPOLITAN EDISON CO.
SPEED MEMO

DATE SEPTEMBER 17, 1990

MESSAGE

Please review the attached plans to assess any impact this may have on our 69 KV line 720 line situate in Derry Township Dauphin County. I believe you previously reviewed these. If you have any questions, please call. If OK I will prepare a license agreement for same.

Please reply to SIGNED: J.H. Freeman X-494

REPLY

-Jack, No serious problem as far as lot 31 on east side - probably will have to be relocated and is not part of Hershey Estates. Have Hershey Estates Development contact Dick Stein (Stein Enterprises) to discuss relocation.

DATE: 9-21-90 SIGNED: [illegible]

1st & 2nd Copy – For Person Addressed – 2nd Copy to be Returned to Sender.
3rd Copy – Detach and Retain for Answer.

R0000544 3/78

5

ANDREWS EXCAVATE TEL No.7174644963 Apr 13.91 10:30 No.001 P.02

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 04/17/91

PRODUCER

Miller Insurance Agency
P.O. Box 495
Willow Street, PA 17584

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Andrews Excavating, Inc.
5 West Willow Road
P.O. Box 155
Willow Street, PA 17584

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A — Great American Ins. Co.
COMPANY LETTER B — American National Fire Ins. Co.
COMPANY LETTER C — Agriculture Ins. Co.
COMPANY LETTER D —
COMPANY LETTER E —

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE $ 1,000,000
B	X COMMERCIAL GENERAL LIABILITY	PAC 6 34 18 88 07	02/01/91	02/01/92	PRODUCTS-COMP/OP AGG $ 1,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV. INJURY $ 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE $ 1,000,000
					FIRE DAMAGE (Any one fire) $ 50,000
					MED EXPENSE (Any one person) $ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT $ 1,000,000
C	X ANY AUTO	CAP 6 35 18 87 07	02/01/91	02/01/92	BODILY INJURY (Per person) $
	X ALL OWNED AUTOS				BODILY INJURY (Per accident) $
	X SCHEDULED AUTOS				PROPERTY DAMAGE $
	X HIRED AUTOS				
	X NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE $ 10,000,000
B	X UMBRELLA FORM	PRO 6 35 18 89 07	02/01/91	02/01/92	AGGREGATE $ 10,000,000
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
A		WCP 6 10 12 54 07	06/19/90	06/19/91	EACH ACCIDENT $ 100,000
					DISEASE-POLICY LIMIT $ 500,000
					DISEASE-EACH EMPLOYEE $ 100,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Additional Insured - Metropolitan Edison Company

CERTIFICATE HOLDER

Metropolitan Edison Company
600 South 5th Avenue
Lebanon, PA 17042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Nicolette L. Markel

ACORD 25-S (7/90) ACORD CORPORATION 1988

6

1-2-0554

LICENSE AGREEMENT APPROVAL MEMO

Identification of Prospective Licensee BOND-COLLINS DEVELOPMENT CORPORATION NOW GEORGE C. DESMOND

Description of Proposed Encroachments (attach relevant plans) DEVELOPMENT AS SHOWN ON PAGE 2 OF LICENSE AGREEMENT

Is it necessary to show encroachments on copy of CG for use as exhibit?

☐ Yes ☒ No

Other Information/Documentation Needed? (If so, describe) _____

Routing List: (include comments below)

	Approved	Not Approved	Date
☒ Division Engineering Supervisor	[signature]		9/24/90
☒ Division Operating Superintendent	RCB		10/2/90
☒ Transmission Engineering	SEE ATTACHED MEMO		9/21/90
If trees/shrubs involved:			
☐ Division Forester			
If fee-owned lands involved:			
☐ Real Estate			
( ) Planning			
( ) Substation Engineering			
( ) Generation			

☒ Return to J.W. FEEMAN

Initiating Department LEBANON R/W

Prepared By J.W. FEEMAN Ext. 494 Date 9/24/90

Right of Way Supervisor/Approval GWFeeman Date 9/24/90

Comments (use reverse side, if necessary) _____

7

L-2-0554

DOCUMENT TRANSMITTAL MEMO

Agreement/Plan/WO/WJO No. SI-9000-29846 350.1

Title of Document LICENSE AGREEMENT

Parties BOND COLLINS DEVELOPMENT CORP. NOW GEORGE C. DESMOND

Document Executed by Other Party(ies): ☐ Yes ☐ No ☐ Not Applicable

Description and Justification LICENSE FOR STREETS, WATER LINES, CURBS, TELEPHONE, ELECTRIC, SANITARY SEWER

Support Documentation Attached

I. Routing List:

		Approved	Approved (with comments) (on reverse side)	Date	Not Approved (with comments) (on reverse side)	Date
☒	LEBANON AREA MANAGER	[signature]		5-6-91		
☒	LEBANON AREA CUST. SERV. MGR.	[signature]		5/9/91		
☐	Corp. Energy Services					
☐	System & Comm. Oper. Director					
☐	T&D Elec. Equip. Director					
☒	Manager Trans. Eng. & Oper.	[signature]		5-10-91		
☐						
☐	Dist. Eng. and Oper. Director					
☐						
☐	Corp. Distribution Engineering					
☐	Planning					
☐	Rates					
☐	Joint Use					
☐	Real Estate		WSF	5-14-9		
☒	Insurance and Claims					
☐	Vice President-					
☒	Legal	[signature]		5/22/91		

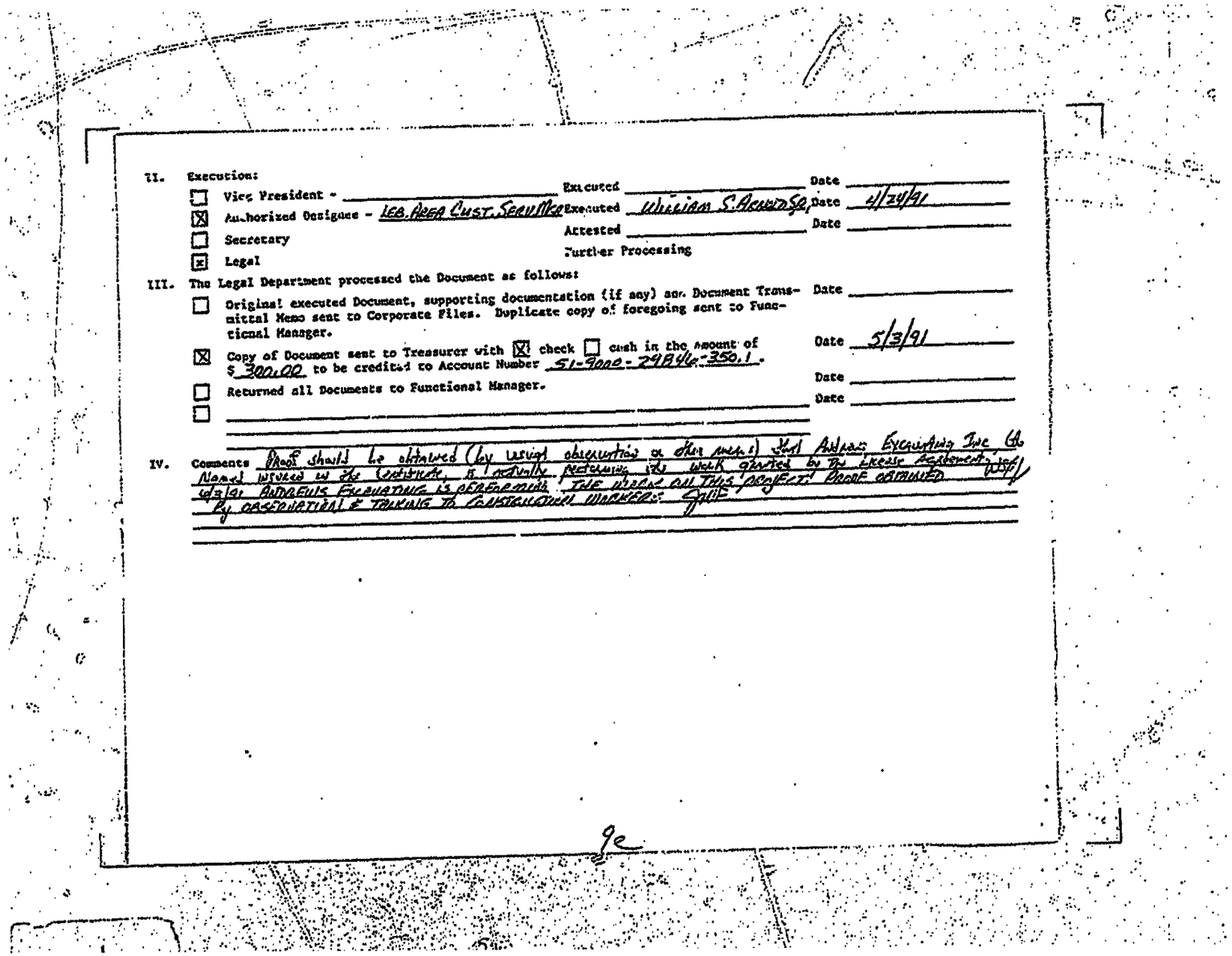
Initiating Department LEBANON AREA R&U Telephone Extension 494 Date 5/3/91

Prepared By J.W. FEEMAN Date 5/3/91

Functional Manager Signature/Approval [signature]

F0000503 Rev. 11/87

8



II. Execution:

- ☐ Vice President - _____ Executed _____ Date _____
- ☒ Authorized Designee - LEB. AREA CUST. SERVICE MGR Executed William S. Acuna Sr. Date 4/24/91
- ☐ Secretary Attested _____ Date _____
- ☒ Legal

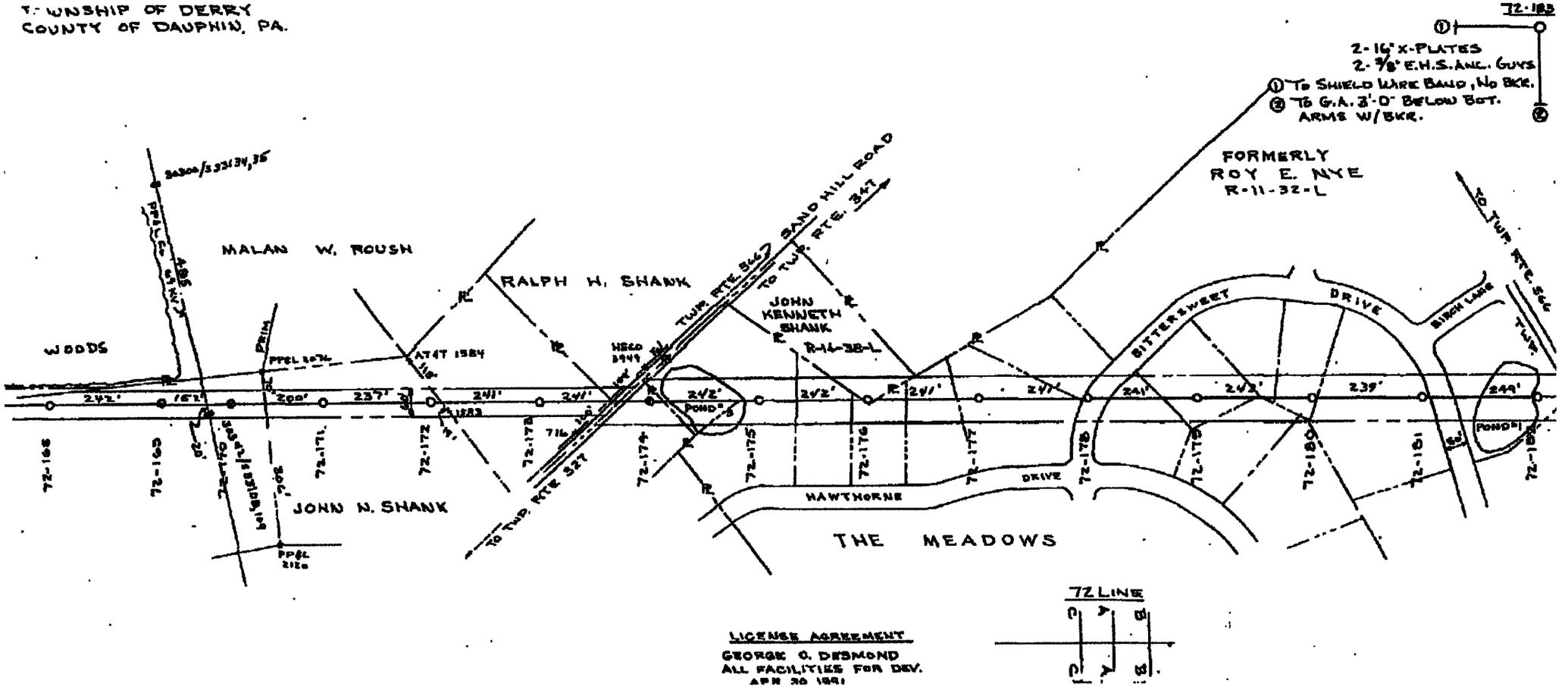
Further Processing

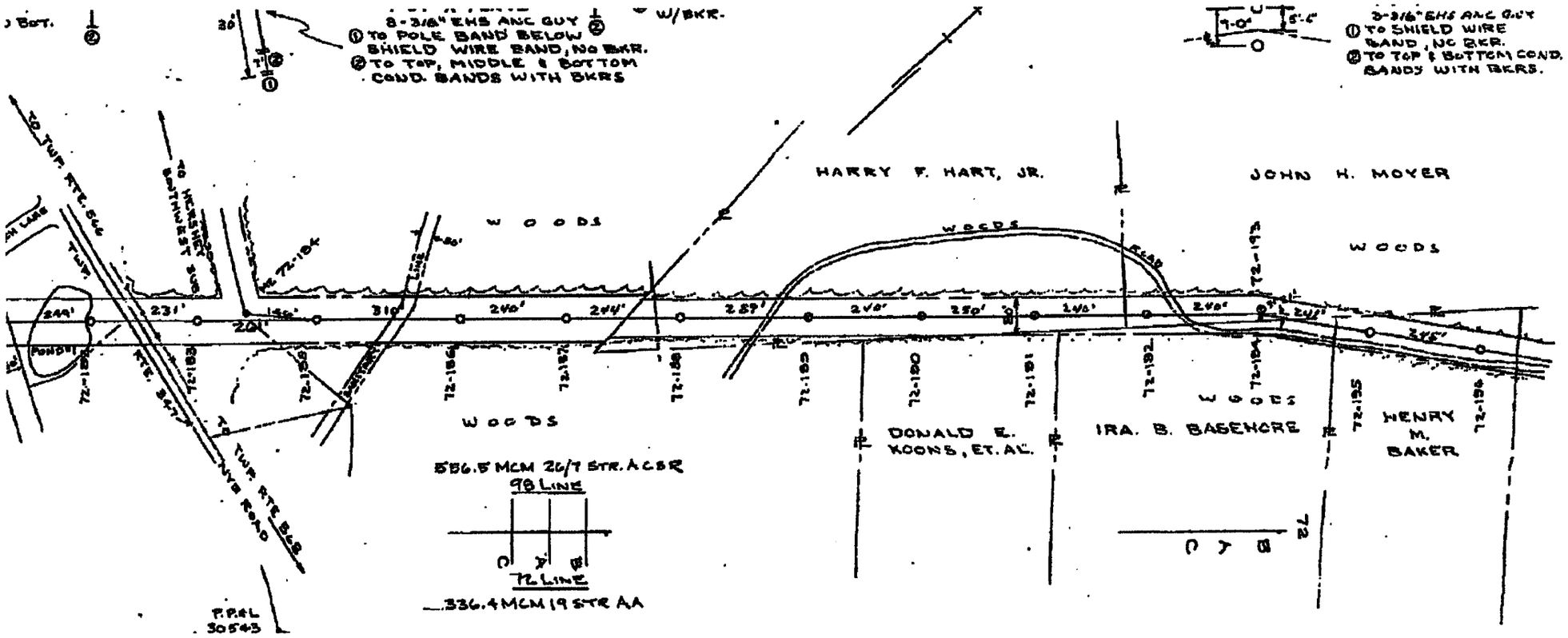
III. The Legal Department processed the Document as follows:

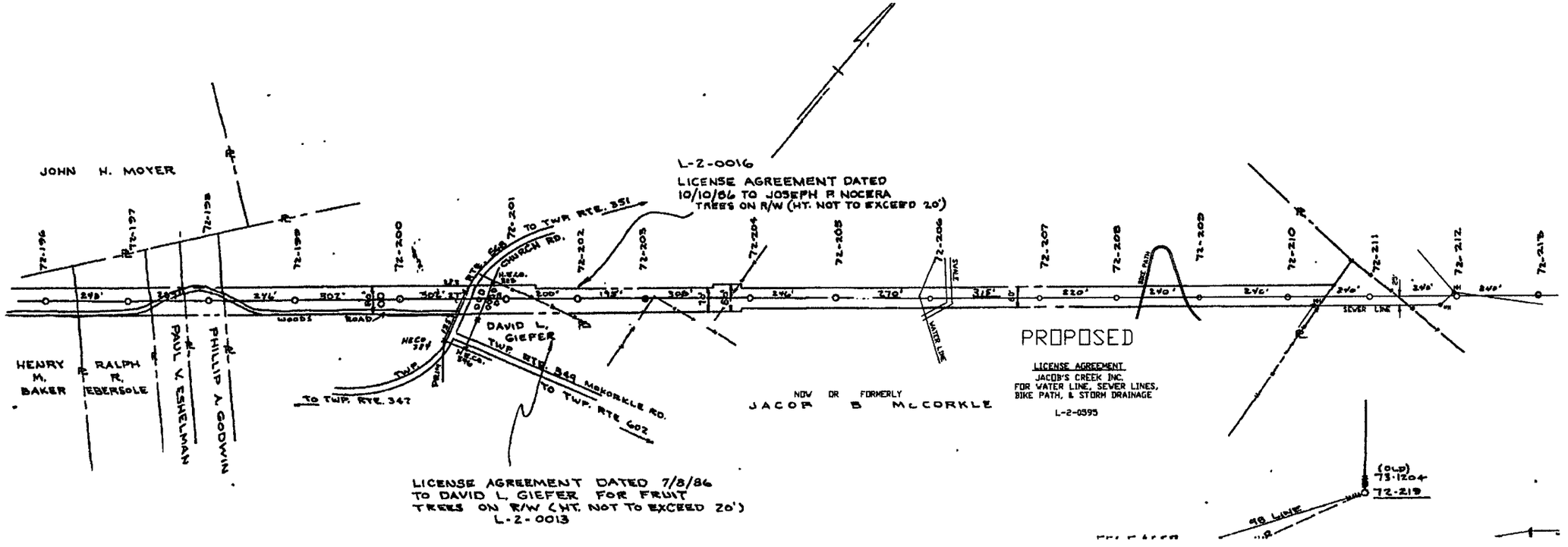
- ☐ Original executed Document, supporting documentation (if any) and Document Transmittal Memo sent to Corporate Files. Duplicate copy of foregoing sent to Functional Manager. Date _____
- ☒ Copy of Document sent to Treasurer with ☒ check ☐ cash in the amount of $ 300.00 to be credited to Account Number 51-9000-29846-350.1. Date 5/3/91
- ☐ Returned all Documents to Functional Manager. Date _____
- ☐ _____ Date _____

IV. Comments Proof shall be obtained (by visual observation or other means) that Andrew Excavating Inc. Co. Named insured in the Certificate is actually performing the work covered by the Lease Agreement, 4/23/91 Andrews Excavating is performing the work on this project. Proof obtained by observation & talking to construction workers. Split

9e


TOWNSHIP OF DERRY
COUNTY OF DAUPHIN, PA.
72-183
2-16' X-PLATES
2-3/8" E.H.S. ANC. GUYS
① TO SHIELD WIRE BAND, NO BKT.
② TO G.A. 3'-0" BELOW BOT. ARMS W/BKT.
FORMERLY
ROY E. NYE
R-11-32-L
MALAN W. ROUSH
RALPH W. SHANK
JOHN KENNETH SHANK
R-14-38-L
JOHN N. SHANK
WOODS
SAND HILL ROAD
TO TWP. RTE. 347
TO TWP. RTE. 544
TO TWP. RTE. 327
BITTERSWEET
DRIVE
BIRCH LANE
HAWTHORNE
DRIVE
THE MEADOWS
POND #1
POND #2
72-165
72-169
72-171
72-172
72-173
72-174
72-175
72-176
72-177
72-178
72-179
72-180
72-181
72-182
72 LINE
LICENSE AGREEMENT
GEORGE O. DESMOND
ALL FACILITIES FOR DEV.
APR 30 1981


3-3/8" EHS ANC GUY ② W/BKR.
① TO POLE BAND BELOW SHIELD WIRE BAND, NO BKR.
② TO TOP, MIDDLE & BOTTOM COND. BANDS WITH BKRS
3-3/8" EHS ANC GUY
① TO SHIELD WIRE BAND, NO BKR.
② TO TOP & BOTTOM COND. BANDS WITH BKRS.
HARRY F. HART, JR.
JOHN H. MOYER
WOODS
ROAD
DONALD E. KOONS, ET. AL.
IRA. B. BASEHORE
HENRY M. BAKER
556.5 MCM 26/7 STR. ACSR
90 LINE
72 LINE
336.4 MCM 19 STR AA
TO TWP. RTE. 546
TO TWP. RTE. 547
TO TWP. RTE. 548
TO HICKSHIRE SOUTHWEST SUB
POND
P.P.&L. 30543


JOHN H. MOYER
L-2-0016
LICENSE AGREEMENT DATED
10/10/86 TO JOSEPH R NOCERA
TREES ON R/W (HT. NOT TO EXCEED 20')
72-196
72-197
72-198
72-199
72-200
72-201
72-202
72-203
72-204
72-205
72-206
72-207
72-208
72-209
72-210
72-211
72-212
72-213
TO TWP. RTE. 351
CHURCH RD.
WOODS ROAD
DAVID L. GIEFER
TWP. RTE. 349 McHORKLE RD.
TO TWP. RTE. 347
TO TWP. RTE. 602
HENRY M. BAKER
RALPH R. EBERSOLE
PAUL V. ESHELMAN
PHILLIP A. GODWIN
NOW OR FORMERLY
JACOB B McCORKLE
PROPOSED
LICENSE AGREEMENT
JACOB'S CREEK INC.
FOR WATER LINE, SEWER LINES,
BIKE PATH, & STORM DRAINAGE
L-2-0595
SEWER LINE
WATER LINE
LICENSE AGREEMENT DATED 7/8/86
TO DAVID L. GIEFER FOR FRUIT
TREES ON R/W (HT. NOT TO EXCEED 20')
L-2-0013
(OLD)
73-1204
72-219
98 LINE

RECORDER OF DEEDS, DAUPHIN COUNTY, PA. RECORDED BY DEPUTY CLERK: SKREVSKY

RESPONDENT'S EXHIBIT ME-2

County of Dauphin
Office of Tax Assessment
UPI Certifications
Date: 8/27/14
Number of UPI's
Initials: CH

Prepared By:
Peter R. Henninger, Jr., Esquire
Jones & Henninger, P.C.
339 W. Governor Rd., Ste. 201
Hershey PA 17033
Return To:
Peter R. Henninger, Jr., Esquire
Jones & Henninger, P.C.
339 W. Governor Rd., Ste. 201
Hershey PA 17033

DEED

THIS INDENTURE MADE THE 26th day of August in the year two thousand and fourteen, (2014),

BETWEEN Patricia A. Barry-Lane and John P. Lane, wife and husband, of Derry Township, Dauphin County, Pennsylvania, Grantors, Parties of the First Part,

AND

Patricia A. Barry-Lane and John P. Lane, wife and husband, of Derry Township, Dauphin County, Pennsylvania, Grantees, Parties of the Second Part,

WITNESSETH, That in consideration of One ($1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the Grantors do hereby grant and convey to the said Grantees, their heirs and assigns,

ALL THAT CERTAIN piece, parcel or tract of land situated on the East side of Bittersweet Drive, located in the Township of Derry, County of Dauphin, Commonwealth of Pennsylvania, being known as Lot 9, as shown on a Plan of The Meadows, prepared by David Miller/Associates, Incorporated, Drawing No. 91-155, Sheet No. F-4, recorded in the Recorder's Office in and for Dauphin County, in Deed Book F, Volume 5, Pages 1-21, said tract being more fully bounded and described as follows:

TAX PARCEL NO. 24-073-069-000-0000

BEGINNING at the Northwest corner thereof, at a point on the East right of way line of Bittersweet Drive, said point being a corner of Lot 8; THENCE extending along Lot 8, South Eighty-Three (83) degrees Thirty-Six (36) minutes Seven (07) seconds East, a distance of Two Hundred Thirty-Eight and Nine Hundredths (238.09) feet to a point a corner of lands now or formerly of The Meadows, Phase II; thence extending along the same, the Two (2) following courses and distances: (1) South Thirty-Six (36) degrees Fourteen (14) minutes Zero (0) seconds West, a distance of One Hundred Thirty-Six and Thirty-Nine Hundredths (136.39) feet to a point; and (2) South Eighty-Eight (88) degrees Forty-Five (45) minutes Thirty-One (31) seconds West, a distance of One Hundred Fifty-Five and Zero Hundredths (155.00) feet to a point on the East right of way line of Bittersweet Drive; thence extending along the same, the Two (2) following courses and distances: (1) North One (01) degree Fourteen (14) minutes Twenty-Nine (29) seconds West, a distance of One Hundred Nine and Ninety-Eight Hundredths (109.98) feet to a point, and (2) on a line curving to the right, having a radius of Two Hundred Twenty-Five and Zero Hundredths (225.00) feet, an arc length of Thirty and Zero Hundredths (30.00) feet, a chord bearing of North Two (02) degrees Thirty-Four (34) minutes Forty-Two (42) seconds East, and a chord distance of Twenty-Nine and Ninety-Eight Hundredths (29.98) feet to the place of beginning.

CONTAINING 25,045 square feet, more or less.

BEING the same premises which American International Relocation Solutions, LLC, by their deed dated November 15, 2010, and recorded in the Office of Recorder of Deeds in and for Dauphin County at Instrument No. 20100035435, granted and conveyed unto Patricia A. Barry-Lane and John P. Lane, Grantors herein.

UNDER AND SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements, leases and rights of way appearing of record.

UNDER AND SUBJECT TO the Operation and Maintenance Agreement dated August 14, 2014, recorded in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania, at Instrument No. 20140020382, regulating the BMP associated with the impervious patio and walkway located at 134 Bittersweet Drive.

This transaction is exempt from Pennsylvania Realty Transfer Taxes pursuant to Section 8102-C.3 (6) of the Pennsylvania Realty Transfer Tax Act as a transfer from Husband and Wife to themselves as Husband and Wife.

AND the said Grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in
the presence of

Patricia A. Barry-Lane

John P. Lane

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Grantee herein is as follows:
134 Bittersweet Drive, Hershey, PA 17033

Agent

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF DAUPHIN :

On this, the 26th day of August, 2014, before me, the undersigned officer, personally appeared Patricia A. Barry-Lane and John P. Lane, wife and husband, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Rhonda C Spencer
Notary

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
RHONDA C. SPENCER, Notary Public
Township of Derry, Dauphin County
My Commission Expires May 05, 2015

James M. Zugay, Esq.
Recorder of Deeds
(717) 780-6560

Candace E. Meck
First Deputy



Recorder of Deeds

Harrisburg, Pennsylvania

Location:
Dauphin County Courthouse
Room 102
Front & Market Streets
Harrisburg, PA 17101

CERTIFIED END PAGE

INSTRUMENT #: 20140020383
RECORD DATE: 8/27/2014 2:14:57 PM
RECORDED BY: SKREVSKY
DOC TYPE: DEED
AGENT: JOHN P. LANE
DIRECT NAME: BARRY-LANE, PATRICIA A.
INDIRECT NAME: BARRY-LANE, PATRICIA A.

RECORDING FEES - State: $0.50
RECORDING FEES - County: $13.00
ACT 8 OF 1998: $5.00

DERRY TWP
DERRY
AOPC: $35.50
AFFORDABLE HOUSING: $13.00

UPICount: 1
UPIFee: 10
UPIList: 24-073-069-000-0000

I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.

James M. Zugay, *Recorder of Deeds*

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX SEP 20 '94
639.00
2439.00 RE

32955
RECEIVED
RECORDER'S OFFICE
Sep 20 10 17 AM '94

Deed

THIS INDENTURE, made the 14th day of September, in the year of our Lord one thousand nine hundred and ninety-four (1994).

Between

GEORGE C. DESMOND, by his attorney-in-fact DANIEL L. GLICK, and PATRICIA A. DESMOND, his wife of Bird In Hand, County of Lancaster and Commonwealth of Pennsylvania, Grantors

and

STANLEY L. KRASINSKI and EILEEN C. KRASINSKI, husband and wife, of the Township of Derry, County of Dauphin and Commonwealth of Pennsylvania, Grantees

WITNESSETH, That the said Grantors, for and in consideration of the sum of Two Hundred Forty-three Thousand Nine Hundred and No/100 ($243,900.00) Dollars, lawful money of the United States of America, unto them well and truly paid by the said Grantees at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, their heirs, personal representatives and assigns.

ALL THAT CERTAIN piece, parcel or tract of land situated on the East side of Bittersweet Drive, located in the Township of Derry, County of Dauphin and Commonwealth of Pennsylvania, being known as Lot No. 7, as shown on a plan for The Meadows, prepared by David Miller/Associates, Incorporated, Drawing No. 91-155, Sheet No. F-4, recorded in the Office of the Recorder of Deeds in and for Dauphin County, in Deed Book F-5-1-21, said tract being more fully bounded and described as follows:

BEGINNING at the Northernmost corner thereof, at a point on the East right-of-way line of Bittersweet Drive, said point being a corner of Lot No. 6; thence extending along Lot No. 6, South twenty-eight (28) degrees thirty-two (32) minutes thirty-two (32) seconds East, a distance of two hundred fifty-seven and zero hundredths (257.00) feet to a point, a corner of lands of The Meadows, Phase II; thence extending along the same, South sixty-seven (67) degrees forty-one (41) minutes nine (09) seconds West,

a distance of eighty-five and thirty-one hundredths (85.31) feet to a point, a corner of Lot No. 8; thence extending along Lot No. 8, North forty-one (41) degrees four (04) minutes five (05) seconds West, a distance of two hundred thirty and zero hundredths (230.00) feet to a point on the East right-of-way line of Bittersweet Drive; thence along the same the following two (2) courses and distance s: (1) North forty-eight (48) degrees fifty-five (55) minutes fifty-five (55) seconds East, a distance of seventy-six and eighty-eight hundredths (76.88) feet to a point; and (2) on a line curving to the right, having a radius of two hundred seventy-five and zero hundredths (275.00) feet, an arc length of sixty and twelve hundreds (60.12) feet, a chord bearing of North fifty-five (55) degrees eleven (11) minutes forty-two (42) seconds East, and a chord distance of sixty and zero hundredths (60.00) feet to the place of BEGINNING.

CONTAINING 26,915 Square Feet.

HAVING THEREON erected a single family dwelling known as 172 Bittersweet Drive, Hershey, Pennsylvania.

SUBJECT to a clear sight easement, a storm water easement and a Metropolitan Edison Company easement, as shown on the above-referenced Plan.

BEING PART OF THE SAME premises which Lawrence R. Nye by his deed dated April 24, 1991 and recorded April 24, 1991, in Record Book 1557, Page 612, in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania granted and conveyed unto George C. Desmond. George C. Desmond by his attorney-in fact Daniel L. Glick as set forth in the Power of Attorney dated May 20, 1991 and recorded June 5, 1991 in Record Book 1578, Page 334 in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania. Patricia A. Desmond, wife of the Grantor herein, joins in this conveyance to release any right, title, claim and interest she may have in and to the premises.

ALSO UNDER AND SUBJECT to all restrictions, easements, covenants, conditions and agreements of record.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses. rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title interest, property, claim and demand whatsoever of them, the said Grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with appurtenances, unto the said Grantees, their heirs, personal representatives assigns, to and for the only

proper use behoof of the said Grantees, their heirs, personal representatives and assigns, forever.

UNDER AND SUBJECT nevertheless to all easements, restrictions, encumbrances and other matters of record that a physical inspection or survey of the hereby granted premises would reveal.

AND the said Grantors, for themselves, their heirs, personal representatives and assigns, do covenant, promise and agree, to and with the said Grantees, their heirs, personal representatives and assigns, by these presents, that they, the said Grantors, their heirs, personal representatives and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs, personal representatives and assigns, against them, the said Grantors, their heirs, personal representatives and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under him, her, them or any of them, shall and will, Subject as aforesaid, WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered in the Presence of:

(Seal)
GEORGE C. DESMOND

(Seal)
GEORGE C. DESMOND by his attorney-in-fact DANIEL L. GLICK

(Seal)
PATRICIA A. DESMOND

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX SEP 20 '94
900.00

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX SEP 20 '94
900.00

Certificate of Residence

I hereby do certify that the precise residence of the Grantees herein is as follows:

172 Bittersweet Drive
Hershey, PA 17033

Attorney for Grantees

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania :
: ss:
County of Dauphin :

On this, the 14th day of September, 1994, before me, the undersigned officer, a Notary Public, personally appeared Daniel L. Glick as attorney-in-fact for George C. Desmond, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

Derry SD.
Township of Derry
Dauphin County, Pa
Real Estate Transfer Tax
Date 9-20-94 Amt 2939.00
Collecting Agent

NOTARIAL SEAL
JENNIFER D. MILLER, Notary Public
Hershey, PA Dauphin County
My Commission Expires June 2, 1997

BK2295PG 409

I hereby CERTIFY that this document is recorded in the Recorder's Office of Dauphin County, Pennsylvania.

RECORDER OF DEEDS OF DAUPHIN COUNTY PENNSYLVANIA

Philip Speseff
Recorder of Deeds

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania :
: ss:
County of DAUPHIN :

On this, the 14th day of September, 1994, before me, the undersigned officer, a Notary Public, personally appeared Patricia A. Desmond, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marilyn J. Snyder
NOTARY PUBLIC

NOTARIAL SEAL
MARILYN J. SNYDER, Notary Public
Derry Township, Dauphin County
My Commission Expires Sept. 4, 1998

Commonwealth of Pennsylvania :
: ss:
County of Dauphin :

Recorded in the Office for recording of deeds, etc., in and for the County of Dauphin in Record Book _____ Page_____.

WITNESS my hand and seal of Office this _____ day of _____, Anno Domini 199___.

_____
RECORDER

RECORDER OF DEEDS, DAUPHIN COUNTY,PA. RECORDED BY DEPUTY CLERK: DJENKYN TAO LMINNAUGH

RECORDATION REQUESTED BY:
Residential-Commercial Abstract, Inc.
3631 North Front Street
Harrisburg, PA 17110-1533

WHEN RECORDED MAIL TO:
Residential-Commercial Abstract, Inc.
3631 North Front Street
Harrisburg, PA 17110-1533

Tax Parcel No.: 24-073-070

SEND TAX NOTICES TO:
Michael David Kramer and Lori Dawn Frasier

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

This Deed is made the 22nd day of August, 2013,

BETWEEN

David Liu and Mary Zhang, husband and wife, Grantors,

AND

Michael David Kramer and Lori Dawn Frasier, husband and wife, Grantees,

WITNESSETH that the said Grantors, for and in consideration of the sum of FIVE HUNDRED NINETEEN THOUSAND AND 00/100 ($519,000.00) lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm, unto the said Grantees, its successors and assigns forever,

ALL THAT CERTAIN piece or parcel of land, situated on the East side of Bittersweet Drive, located in Derry Township, Dauphin County, Pennsylvania, being known as Lot 8, as shown on a plan for The Meadows, prepared by David Miller Associates, Incorporated, Drawing No. 91-155, Sheet No. F-4, recorded in the Recorder's Office in and for Dauphin County, in Plan Book F5-1-21, said tract being more fully bounded and described as follows, to wit:

BEGINNING at the Northernmost comer thereof, at a point on the East right-of-way line of Bittersweet Drive, said point being a comer of Lot 7; thence extending along Lot 7,

South forty-one (41) degrees four (04) minutes five (05) seconds East, a distance of two hundred thirty (230.00) feet to a point, a corner of lands of The Meadows, Phase II; thence extending along the same, South thirty-six (36) degrees fourteen (14) minutes zero (00) seconds West, a distance of twenty-one and fifteen hundredths (21.15) feet to a point, a corner of Lot 9; thence extending along Lot 9, North eighty-three (83) degrees thirty-six (36) minutes seven (07) seconds West, a distance of two hundred thirty-eight and nine hundredths (238.09) feet to a point on the East right-of-way line of Bittersweet Drive; thence extending along the same, the two following courses and distances: (l) on a line curving to the right, having a radius of two hundred twenty-five (225.00) feet, an arc length of one hundred sixty-seven and three hundredths (167.03) feet, a chord bearing of North twenty-seven (27) degrees thirty-nine (39) minutes fifty-four (54) seconds East, and a chord distance of one hundred sixty-three and twenty-two hundredths (163.22) feet to a point; and (2) North forty-eight (48) degrees fifty-five (55) minutes fifty-five (55) seconds East, a distance of twenty-nine and forty-eight hundredths (29.48) feet to a point, the place of BEGINNING.

SUBJECT to a clear sight easement and a Metropolitan Edison Company easement, as shown on the above referenced Plan.

BEING THE SAME PREMISES which Jack Billmyer and Linda Billmyer, husband and wife, by Deed dated June 26, 2006 and recorded July 6, 2006 in the Office of the Recorder of Deeds in and for Dauphin County to Instrument No. 20060026782 granted and conveyed unto David Liu and Mary Zhang, his wife, Grantors herein.

UNDER AND SUBJECT to all conditions and restrictions of record.

TOGETHER with all and singular the buildings and improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances and whatsoever thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, in law, equity or otherwise, howsoever, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, its successors and assigns, to and for the only proper use and behoof of the said Grantees, its successors and assigns, forever.

AND the Grantors, for themselves, their heirs, executors, and administrators, hereby covenant, promise, grant, and agree, to and with the Grantees, its successors and assigns, by these presents, that the Grantors and their heirs, the said above-mentioned and described messuage and tract of land, hereditaments, and appurtenances, hereby granted or mentioned, or intended so to be, unto Grantees, its successors and assigns, against the Grantors, and their heirs, and against all and every other person and

persons whomsoever, lawfully claiming or to claim the same or any part thereof, by, from, or under him/her, them, or any of them, **SHALL AND WILL SPECIALLY WARRANT AND FOREVER DEFEND BY THESE PRESENTS.**

IN WITNESS WHEREOF, the said Grantors has hereunto set their hand(s) and seal(s) the day and year first above written.

Witness:

_____ _____ (SEAL)
David Liu

_____ _____ SEAL)
Mary Zhang

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF Dauphin :

On this, the 22nd day of August, 2013, before me, a Notary Public, the undersigned officer, personally appeared David Liu and Mary Zhang, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledge that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PAMELA B. GALLO, Notary Public
Derry Twp., Dauphin County
My Commission Expires December 12, 2013

CERTIFICATION OF ADDRESS

The Undersigned certifies that the precise residence and complete post office address of the Grantee(s) is:

156 Bittersweet Drive
Hershey, PA 17033

Attorney or Agent for Grantee

James M. Zugay, Esq.
Recorder of Deeds
(717) 780-6560

Candace E. Meck
First Deputy



Recorder of Deeds

Harrisburg, Pennsylvania

Location:
Dauphin County Courthouse
Room 102
Front & Market Streets
Harrisburg, PA 17101

CERTIFIED END PAGE

INSTRUMENT #: 20130027852
RECORD DATE: 9/5/2013 9:37:28 AM
RECORDED BY: DJENKYN
DOC TYPE: DEED
AGENT: CALDWELL & KEARNS RESIDENTIAL COMMERCIAL ABSTRACT
DIRECT NAME: LIU, DAVID
INDIRECT NAME: KRAMER, MICHAEL DAVID

RECORDING FEES - State: $0.50
RECORDING FEES - County: $13.00
ACT 8 OF 1998: $5.00

COMMONWEALTH OF PA: $5190.00
MUNICIPALITY: $2595.00 DERRY TWP
SCHOOL DISTRICT: $2595.00 DERRY
AOPC: $23.50
AFFORDABLE HOUSING: $13.00

UPICount: 1
UPIFee: 10
UPIList: 24-073-070-000-0000

I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.

James M. Zugay, *Recorder of Deeds*

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX MAY 26 '92
900.00

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX MAY 26 '92
900.00

MAY 20 2 39 PM '92
DAUPHIN COUNTY PENNSYLVANIA
RECORDERS OFFICE
RECEIVED

DEED

THIS DEED MADE this 20th day of May in the year nineteen hundred and ninety-two (1992)

BETWEEN GEORGE C. DESMOND of Bird-In-Hand, Lancaster County, Pennsylvania, by his Attorney-In-Fact, DANIEL L. GLICK, Grantor

AND

JAMES E. CONNELL and DEBORA N. CONNELL, husband and wife, of Gerrads Cross, England, Grantees

WITNESSETH, That in consideration of Two Hundred Nine Thousand Five Hundred ($209,500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees

ALL THAT CERTAIN piece, parcel or tract of land situate on the South side of Bittersweet Drive, located in Derry Township, Dauphin County, Pennsylvania, being known as Lot No. 6, as shown on a Final Plan prepared by David Miller Associates, Incorporated, Drawing No. 91-155, Sheet No. F-4, recorded in Plan Book F-5-1/21, said tract being more fully bounded and described as follows:

BEGINNING at the northwest corner thereof, at a point on the South right-of-way line of Bittersweet Drive, said point being a corner of Lot No. 7; thence extending along Bittersweet Drive, the two (02) following courses and distances: (1) on a line curving to the right, having a radius of two hundred seventy-five and zero hundredths (275.00) feet, an arc length of two hundred sixty-two and forty-eight hundredths (262.48) feet, a chord bearing of north eighty-eight (88) degrees forty-eight (48) minutes five (05) seconds East, and a chord distance of two hundred fifty-two and sixty-three hundredths (252.63) feet to a point; and (2) South sixty-three (63) degrees fifty-one (51) minutes eighteen (18) seconds East, a distance of thirty-eight and sixty-eight hundredths (38.68) feet to a point, a corner of Lot No. 5; thence extending along Lot No. 5, South twenty-six (26) degrees eight (08) minutes forty-two (42) seconds West, a distance of two hundred fifty-three and thirty-three hundredths (253.33) feet to a point in line of The Meadows, Phase II; thence extending along the same, North seventy-five (75) degrees forty-six (46) minutes twenty-eight (28) seconds West, a distance of fifty-four and fifty-five hundredths (54.55) feet to a point, a corner of Lot No. 7; thence extending along Lot No. 7, North twenty-eight (28) degrees thirty-two (32) minutes thirty-two (32) seconds West, a distance of two

hundred fifty-seven and zero hundredths (257.00) feet to the place of BEGINNING.

CONTAINING 45,949 square feet.

BEING part of the same premises which Lawrence R. Nye, a widower, by deed dated April 24, 1991, and recorded April 24, 1991, in the Dauphin County Recorder of Deeds Office in Record Book 1557, Page 612, granted and conveyed unto George C. Desmond, the Grantor herein.

SUBJECT to easements as shown on the above-reference plan.

THIS CONVEYANCE is being made pursuant to a Power of Attorney granted by George C. Desmond to Daniel L. Glick as recorded in the Dauphin County Recorder of Deeds Office in Record Book 1578, Page 334.

AND the said Grantor will specially WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal, the day and year first above-written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

A. Mark Wirth

George C Desmond
by Daniel L Glick (SEAL)
GEORGE C. DESMOND
by: DANIEL L. GLICK,
Attorney-In-Fact

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
295.00
2095.00
PS

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantees herein is as follows:

198 BITTERSWEET DR.
HERSHEY PA 17033

A. Mark Wirth
Attorney or Agent for Grantees

Derry Township S.D
Township of Derry
Dauphin County, Pa.
Real Estate Transfer Tax
Date 5-20-91 Amt 2095.00
Collecting Agent

2

BOOK 1756 PAGE 194

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF DAUPHIN :

On this, the 20th day of May, 1992, before me a Notary Public, the undersigned officer, personally appeared Daniel L. Glick, Attorney-In-Fact for George C. Desmond, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Judith R. Arva
Notary Public
My Commission Expires:

NOTARIAL SEAL
JUDITH R. ARVA, Notary Public
Hershey, PA, Dauphin County
My Commission Expires Mar 20, 1995

State of Pennsylvania }
Dauphin County } S. S.

Recorded in the Office for Recording of Deeds, etc., in and for the County of Dauphin, in Record Book 1756 Page 193

Witness my hand and seal of Office this 20 day of May Anno Domini 19 92

Philip Johnson, Recorder

3

BOOK 1756 PAGE 195

RECORDER OF DEEDS, DAUPHIN COUNTY, PA. RECORDED BY DEPUTY CLERK: DJENKYN TAO TMOSER

Prepared by:
The Law Office of Matthew L. Owens, Esq.
2595 Interstate Drive, Suite 101
Harrisburg, PA 17110
717-909-1400

Return to:
Keystone Central Settlement Company, LLC
2595 Interstate Drive, Suite 101
Harrisburg, PA 17110
717-909-1400

Address: 109 Hawthorne Drive, Hershey, PA 17033
Tax Parcel No.: 24-073-079

THIS DEED,

Made the 15 day of March, 2014,

BETWEEN, LAWRENCE JONATHAN BRICE, OF Dauphin County, Pennsylvania, herein designated as the Grantor,

AND

GREGORY L. BAIR AND MARY B. LUCAS, ADULT INDIVIDUALS, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, herein designated as the Grantees

WITNESSETH, that the Grantors, in consideration of FOUR HUNDRED TWENTY THOUSAND ($420,000.00) DOLLARS, paid by the Grantee to the Grantor, do hereby grant and release unto the Grantees, the heirs or successors and assigns of the Grantees, as tenants by the entireties with right of survivorship and not as tenants in common.

ALL THAT CERTAIN piece, parcel or tract of land situate on the East side of Bittersweet Drive and on the North side of Hawthorne Drive, located in Derry Township, Dauphin County, Pennsylvania, being known as Lot No. 10 as shown on a Plan of The Meadows- Phase 2, prepared by David Miller/Associates, Incorporated, Drawing No. 92-175, Sheet F-1, recorded in and for Dauphin County, in Deed Book M, Volume 5, Pages 79-91, said tract being more fully bounded and described as follows:

BEGINNING at the Southeast corner thereof at a point on the North right-of-way line of Hawthorne Drive, said point being a corner of Lot No. 11; thence extending along Hawthorne Drive, on a line curving to the left, having a radius of three hundred seventy-five and zero

hundredths (375.00) feet, an arc length of one hundred fifty-two and forty-three hundredths (152.43) feet, a chord bearing of South fifty-three (53) degrees twenty-three (23) minutes forty-one (41) seconds West, and a chord distance of one hundred fifty-one and thirty-eight hundredths (151.38) feet to a point on the East right-of-way line of Bittersweet Drive; thence extending along Bittersweet Drive, the three (03) following courses and distances: (1) on a line curving to the right, having a radius of twenty and zero hundredths (20.00) feet, an arc length of thirty-one and forty-two hundredths (31.42) feet, a chord bearing of South eighty-six (86) degrees forty-five (45) minutes zero (0) seconds West, and a chord distance of twenty-eight and twenty-eight hundredths (28.28) feet to a point; (2) on a line curving to the right, having a radius of two hundred and zero hundredths (200.00) feet, an arc length of one hundred sixty-four and nine hundredths (164.09) feet, a chord bearing North twenty-four (24) degrees forty-four (44) minutes forty-four (44) seconds West, and a chord distance of one hundred fifty-nine and fifty-three hundredths (159.53) feet to a point; and (3) North one (01) degrees fourteen (14) minutes twenty-nine (29) seconds West, a distance of seventy-nine and sixty-four hundredths (79.64) feet to a point, a corner of Lot 9; thence extending along Lot 9, North eighty-eight (88) degrees forty-five (45) minutes thirty-one (31) seconds East, a distance of one hundred fifty-five and zero hundredths (155.00) feet to a point, a corner of Lot 11; thence extending along Lot 11, South twenty-four (24) degrees fifty-seven (57) minutes thirty-nine (39) seconds East, a distance of one hundred fifty and zero hundredths (150.00) feet to the place of BEGINNING.

CONTAINING 35,425 Square Feet.

BEING the same property which Brian L. Hinman and Nemoria G. Hinman, Husband and Wife, granted and conveyed unto Lawrence Jonathan Brice by deed dated September 17, 2009 and recorded September 25, 2009 in the Recorder's Office of said County in Instrument #20090032295. The Pamela Joan Cappetta is now the spouse of Lawrence Jonathan Brice and joins in this conveyance.

UNDER AND SUBJECT, nevertheless, to easements, restrictions, reservations, conditions and rights of way of record or visible upon inspection of premises.

TOGETHER with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; **AND** also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever of the Grantors both in law and in equity, of, in and to the premises herein described and every part and parcel thereof with the appurtenances. **TO HAVE AND TO HOLD** all and singular the premises herein described together with the hereditaments and appurtenances unto the Grantee and to Grantee's proper use and benefit forever.

AND THE SAID GRANTORS, covenant that, except as may be herein set forth, they do and will **FOREVER SPECIALLY WARRANT AND DEFEND** the lands and premises, hereditaments and appurtenances hereby conveyed, against the Grantors.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the word "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every designation.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of
or ATTESTED by

WITNESS

Lawrence Jonathan Brice

WITNESS

Pamela Joan Cappetta

The undersigned certifies that the complete post office address of the Grantee is:

109 HAWTHORNE DR. HERSHEY PA 17033

~~Attorney~~/Agent for Grantee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of LOS ANGELES

On 3/15/14 (Date) before me, KATHERINE E. SEIGEL NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared LAWRENCE JONATHAN BRICE AND PAMELA JOAN CAPPETTA (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KATHERINE E. SEIGEL
Commission # 2036841
Notary Public - California
Los Angeles County
My Comm. Expires Sep 10, 2017

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Katherine E. Seigel (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

~~Title or~~ Type of Document: THIS DEED

Document Date: 3/15/14 Number of Pages: (3) THREE

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Item #5907

James M. Zugay, Esq.
Recorder of Deeds
(717) 780-6560

Candace E. Meck
First Deputy



Location:
Dauphin County Courthouse
Room 102
Front & Market Streets
Harrisburg, PA 17101

Recorder of Deeds

Harrisburg, Pennsylvania

CERTIFIED END PAGE

INSTRUMENT #: 20140005908
RECORD DATE: 3/18/2014 11:18:25 AM
RECORDED BY: DJENKYN
DOC TYPE: DEED
AGENT: KEYSTONE CENTRAL SETTLEMENT COMPANY LLC
DIRECT NAME: BRICE, LAWRENCE JONATHAN
INDIRECT NAME: BAIR, GREGORY L.

RECORDING FEES - State: $0.50
RECORDING FEES - County: $13.00
ACT 8 OF 1998: $5.00

COMMONWEALTH OF PA: $4200.00
MUNICIPALITY: $2100.00 DERRY TWP
SCHOOL DISTRICT: $2100.00 DERRY
AOPC: $23.50
AFFORDABLE HOUSING: $13.00

UPICount: 1
UPIFee: 10
UPIList: 24-073-079-000-0000

I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.

James M. Zugay, *Recorder of Deeds*

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

RECORDER OF DEEDS, DAUPHIN COUNTY, PA. RECORDED BY DEPUTY CLERK. CHECK

J

(1)

SPSS 06 1401

PARCEL #35-007-002

SPECIAL WARRANTY DEED

THIS INDENTURE, MADE THE 14th day of December in the year of our Lord Two Thousand Six (2006)

BETWEEN

JAMES KU and **ELIZABETH KU**, husband and wife, parties of the first part, GRANTORS,

AND

MICHAEL J. FEDASH and **KAREN J. FEDASH**, husband and wife, parties of the second part, GRANTEES,

WITNESSETH That the said parties of the first part, for and in consideration of the sum of **THREE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED AND 00/100 ($399,900.00) DOLLARS,** lawful money of the United States of America, well and truly paid by the said parties of the second part to the said parties of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm unto the said parties of the second part, their heirs and assigns

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all and singular, the tenements, hereditaments and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; AND ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the said parties of the first part, of, in, to or out of the said premises, and every part and parcel thereof.

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances, unto the said Grantees, parties of the second part, their heirs and assigns forever.

AND THE SAID Grantors, their heirs, executors and administrators, do by these presents, covenant, grant and agree to and with the said parties of the second part, their heirs and assigns, that the Grantors their executors and administrators shall and will warrant and forever defend the hereinabove described premises with the hereditaments and premises hereinabove described and granted or mentioned and intended so to be, with appurtenances, unto the said parties of the second part, their heirs and assigns, against the said parties of the first part and their heirs and against all and every other person and persons whomsoever, lawfully claiming or who shall hereafter claim the same or any part thereof, shall and will, by these presents, SPECIALLY WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

WITNESS:

James Ku

Elizabeth Ku

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF Dauphin **)**

On this, the 14th day of December, 2006, before me, the undersigned officer, personally appeared **JAMES KU** and **ELIZABETH KU**, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rachelle R. Hughes, Notary Public
Dillsburg Boro, York County
My Commission Expires Mar. 6, 2009

CERTIFICATE OF RESIDENCE

I hereby certify that the Precise Residence of the Grantees, in the within Deed, is:

25 Hawthorne Dr.
Hershey PA 17033
Stl

~~Attorney~~/Agent for Grantees

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF DAUPHIN)

RECORDED In the Office for the Recording of Deeds, Mortgages, etc., in and for the County of Dauphin in Record Book _____, Page _____.

WITNESS MY HAND AND SEAL OF OFFICE, this _____day of _____, Anno Domini 2006.

EXHIBIT 'A'

ALL THAT CERTAIN piece, parcel or tract of land situated on the northwest side of Hawthorne Drive, located in Derry Township, Dauphin County, Pennsylvania, being known as Lot No. 25, as shown on a Plan of The Meadows – Phase 3, prepared by David Miller/Associates, Incorporated, Drawing No. 92-175, recorded in and for Dauphin County, in Deed Book D, Volume 6, Pages 35-45, said tract being more fully bounded and described as follows:

BEGINNING at the northwest corner thereof, at a point on the northwest right of way line of Hawthorne Drive, said point being a corner of Lot No. 27; thence extending along Hawthorne Drive, the 3 following courses and distances:

1) South 42 degrees 25 minutes 20 seconds West, a distance of 47.58 feet to a point;
2) on a line curving to the left, having a radius of 175.00 feet, an arc length of 116.21 feet, a chord bearing of South 23 degrees 23 minutes 53 seconds West and a chord distance of 114.09 feet to a point;
3) South 04 degrees 22 minutes 26 seconds West, a distance of 16.29 feet to a point, a corner of lands now or late of Robert G. Clark and Phyllis M. Clark;

thence extending along the same, North 85 degrees 37 minutes 34 seconds West, a distance of 153.67 feet to a monument in line of lands now or late of Adam J. Barnhart; thence extending along the same, North 00 degrees 37 minutes 34 seconds West, a distance of 51.28 feet to a monument, a corner of Lot No. 26; thence extending along the same, the 2 following courses and distances:

1) North 06 degrees 12 minutes 34 seconds East, a distance of 118.37 feet to a point;
2) North 42 degrees 07 minutes 15 seconds East, a distance of 130.00 feet to a point in line of Lot No. 27;

thence extending along the same, South 47 degrees 34 minutes 40 seconds East, a distance of 179.40 feet to the place of BEGINNING,

CONTAINING 40,985 square feet.

BEING the same premises which Theodore E. Townsend, Jr. and Cathy D. Lark-Townsend, husband and wife, by their Deed dated June 26, 2001 and recorded August 29, 2001, in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania, in Record Book 4087, Page 048, granted and conveyed unto James Ku and Elizabeth Ku, husband and wife, the Grantors herein.

UNDER AND SUBJECT, nevertheless, to easements, restrictions, reservations, conditions and rights of way of record or visible upon inspection of premises, including but not limited to those appearing at Deed Book Volume 2902, Page 86, et seq.

RECORDER OF DEEDS, DAUPHIN COUNTY, PA. RECORDED BY DEPUTY CLERK: DJENKIN TO LMINNAUGH

401401335
Tax Parcel: 24-073-097
Being known and Numbered as 1965 Sand Hill Road, Hershey, Pennsylvania

Prepared by:
Title Services
485 St. Johns Church Road
Shiremanstown, PA 17011
(717) 901-8342

Return to:
Title Services
485 St. Johns Church Road
Shiremanstown, PA 17011
(717) 901-8342

Consideration: $355,000.00

City/County Taxes: $3,550.00

State Taxes: $3,550.00

THIS DEED,

MADE THE 9th day of July, in the year Two Thousand Fourteen (2014)

BETWEEN Douglas B. Springer and Elaine L. Springer, Husband and Wife, Grantor(s)

and

Michael R. Florio, Adult Individual, Grantee(s):

WITNESSETH, that in consideration of the sum of Three Hundred Fifty-Five Thousand and 00/100 Dollars ($355,000.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee(s),

EXHIBIT "A"

ALL THAT CERTAIN piece, parcel or tract of land situated on the East side of Sand Hill Road, located in Derry Township, Dauphin County, Pennsylvania being known as Lot No. 26 as shown on a Plan of The Meadows Phase 3, prepared by David Miller/Associates, Incorporated, Drawing No. 92-175, recorded in and for Dauphin County in Deed Book D, volume 6, page 35-45, said tract being more fully bounded and described as follows:

BEGINNING at the southwest corner thereof at a point on the East right of way line of Sand Hill Road. said point being in line of lands now or formerly of Adam J. Barnhart; thence extending along Sand Hill Road, North zero (0) degrees forty one (41) minutes fifty seven (57) seconds West a distance of two hundred fifty one and ten hundredths (251.10) feet to a point in line of lands now or formerly of J. Kenneth and Anita T. Shank; thence extending along the same, North seventy seven (77) degrees thirty three (33) minutes forty eight (48) seconds East a distance of *one hundred sixty one and eighty five hundredths (161.85) feet to a point, a corner of Lot 27; thence extending along the same, south forty seven (47) degrees thirty four (34) minutes forty (40) seconds East, a distance of one hundred four and thirty five hundredths (104.35) feet to a point a corner of Lot 25; thence extending along the same, the two (02) following courses and distances (1) south forty two (42) degrees seven (07) minutes fifteen (15) seconds West, a distance of one hundred thirty and zero hundredths (130.00) feet to a point; and (2) South six (06) degrees twelve (12) minutes thirty four (34) seconds West, a distance of one hundred eighteen and thirty seven hundredths 118.37) feet to a point a corner of land of aforementioned Barnhart; thence extending along the same, south eighty nine (89) degrees twenty two (22) minutes twenty six (26)

seconds West a distance of one hundred thirty two and three hundredths (132.03) feet to the place of BEGINNING.

UNDER AND SUBJECT TO the same rights, privileges, agreements, rights-of-way, easements, conditions, exceptions, restrictions, and reservations as exist by virtue of prior recorded instruments, plans, Deeds of Conveyances, or visible on ground.

BEING KNOWN AND NUMBERED as 1965 Sand Hill Road, Hershey, Pennsylvania.

BEING THE SAME PREMISES which George C. Desmond, Record Owner, by J. Ernest Lapp, Agent for Principal, and Charter Homes Building Company, as Equitable Owner, by deed dated August 11, 2000 and recorded August 15, 2000 in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania in Record Book 3744, Page 4, granted and conveyed unto Douglas B. Springer and Elaine L. Springer, husband and wife, Grantors herein.

***Erroneously set forth as nine in prior deed of record.**

And the said grantors hereby covenant and agree that they will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

_____
(Witness)

Douglas B. Springer

_____
(Witness)

Elaine L. Springer

STATE OF PENNSYLVANIA :
: SS
COUNTY OF Dauphin :

On this, the 9th day of July, 2014 before me, the undersigned officer, personally appeared Douglas B. Springer and Elaine L. Springer, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Shirley Keys, Notary Public
Hampden Twp., Cumberland County
My Commission Expires June 17, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

I do hereby certify that the precise residence and complete post office address of the within grantee is:

1965 Sand Hill Road Hershey, PA 17033

July 29, 2014.

Agent for Grantee

James M. Zugay, Esq.
Recorder of Deeds
(717) 780-6560

Candace E. Meck
First Deputy



Recorder of Deeds

Harrisburg, Pennsylvania

Location:
Dauphin County Courthouse
Room 102
Front & Market Streets
Harrisburg, PA 17101

CERTIFIED END PAGE

INSTRUMENT #: 20140018926
RECORD DATE: 8/7/2014 2:12:27 PM
RECORDED BY: DJENKYN
DOC TYPE: DEED
AGENT: SIMPLIFILE
DIRECT NAME: SPRINGER, DOUGLAS B
INDIRECT NAME: FLORIO, MICHAEL R

RECORDING FEES - State: $0.50
RECORDING FEES - County: $13.00
ACT 8 OF 1998: $5.00

COMMONWEALTH OF PA: $3550.00
MUNICIPALITY: $1775.00 DERRY TWP
SCHOOL DISTRICT: $1775.00 DERRY
AOPC: $23.50
AFFORDABLE HOUSING: $13.00

UPICount: 1
UPIFee: 10
UPIList: 24-073-097-000-0000

I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.



James M. Zugay, *Recorder of Deeds*

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

PREPARED BY and
RECORD AND RETURN TO:
HomeSale Settlement Services
4000 Crums Mill Road
Harrisburg, PA 17112

File No. **HHE19-64731**

Account Number: **24-073-092**
Premises: **53 Hawthorne Drive, Hershey, PA 17033**

This Indenture, Made the 27th day of June, 2019

Between

THOMAS P. SCANNELL AND MARTHA J. SCANNELL, HUSBAND AND WIFE

(hereinafter called the Grantors), of the one part, and

SAMANTHA S. BRYANT AND RICHARD L. BRYANT, WIFE AND HUSBAND

(hereinafter called the Grantees), of the other part,

Witnesseth That the said Grantors, for and in consideration of the sum of **Four Hundred Seventy-Nine Thousand and 00/100 Dollars ($479,000.00)** lawful money of the United States of America, unto them, well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents, do grant, bargain and sell, release and confirm unto the said Grantees, as Tenants by the Entirety, their assigns, the survivor of them and the survivor's personal representatives and assigns their heirs and assigns,

ALL THAT CERTAIN piece, parcel or tract of land situated on the Northwest side of Hawthorne Drive, located in Derry Township, Dauphin County, Pennsylvania, being known as Lot No. 28, as shown on a Plan of The Meadows – Phase 3, prepared by David Miller/Associates, Incorporated, Drawing No. 92-175, recorded in and for Dauphin County, in Deed Book D, Volume 6, Pages 35-45, said tract being more fully bounded and described as follows:

BEGINNING at a point on the Northwest right-of-way line of Hawthorne Drive, said point being a corner of Lot 29; thence extending along Hawthorne Drive the following courses and distances: (1) on a line curving to the right, having a radius of three hundred twenty-five and zero hundredths (325.00) feet, an arc length of fifteen and zero hundredths (15.00) feet, a chord bearing of South forty-one (41) degrees six (06) minutes zero (00) seconds West, and a chord distance of fifteen and zero hundredths (15.00) feet to a point; and (2) South forty-two (42) degrees twenty-five (25) minutes twenty (20) seconds West, a distance of one hundred nineteen and nineteen hundredths (119.19) feet to a point, a corner of Lot 27; thence extending along the same, North forty-seven (47) degrees thirty-four (34) minutes forty (40) seconds West, a distance of one hundred ninety-five and seventy-seven hundredths (195.77) feet to a point in line of lands now or formerly of J. Kenneth and Anita L. Shank; thence extending along the

same, the two following courses and distances: (1) North seventy-seven (77) degrees thirty-three (33) minutes forty-eight (48) seconds East, a distance of forty-one and nine hundredths (41.09) feet to an iron pin; and (2) North eleven (11) degrees forty-nine (49) minutes five (05) seconds East, a distance of one hundred four and seventy-eight hundredths (104.78) feet to a point, a corner of Lot 29; thence along the same, South fifty (50) degrees thirteen (13) minutes twenty (20) seconds East, a distance of two hundred twenty-five and thirty-five hundredths (225.35) feet to the place of BEGINNING.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE LAND DESCRIBED OR REFERRED HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

BEING THE SAME PREMISES which A. Nicholas Trausch, III and Sara B. Trausch, husband and wife by deed dated August 8, 2000 and recorded August 15, 2000 in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania in Record Book 3744, Page 66, granted and conveyed unto Thomas P. Scannell and Martha J. Scannell, husband and wife, their heirs and assigns.

Together with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

And the said Grantors, their heirs, executors and administrators do covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that the said Grantors, their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantors and their heirs, and against all and every person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

SPECIALLY WARRANT and forever DEFEND.

In Witness Whereof, the parties of the first part hereunto set their hand and seal. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

{SEAL}
THOMAS P. SCANNELL

{SEAL}
MARTHA J. SCANNELL

Commonwealth of Pennsylvania
County of Dauphin ss:

On this the 27th day of June, 2019, before me, Tina L Fullerton, a Notary Public, the undersigned Officer, personally appeared **THOMAS P. SCANNELL AND MARTHA J. SCANNELL, HUSBAND AND WIFE** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Tina L Fullerton
Notary Public

My Commission Expires: 8/26/19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
TINA L FULLERTON
Notary Public
HAMPDEN TWP, CUMBERLAND COUNTY
My Commission Expires Aug 26, 2019

The address of the above-named Grantees is:
53 Hawthorne Drive
Hershey, PA 17033

Tina L Fullerton
On behalf of the Grantees

James M. Zugay, Esq.
Recorder of Deeds
(717) 780-6560

Candace E. Meck
First Deputy

Recorder of Deeds

Harrisburg, Pennsylvania

Location:
Dauphin County Courthouse
Room 102
Front & Market Streets
Harrisburg, PA 17101

CERTIFIED END PAGE

INSTRUMENT #: 20190015792
RECORD DATE: 7/3/2019 10:24:34 AM
RECORDED BY: CMECK
DOC TYPE: DEED
AGENT: SIMPLIFILE
DIRECT NAME: SCANNELL, THOMAS P
INDIRECT NAME: BRYANT, SAMANTHA S

RECORDING FEES - State: $0.50
RECORDING FEES - County: $13.00
ACT 8 OF 1998: $5.00

COMMONWEALTH OF PA: $4790.00
MUNICIPALITY: $2395.00 DERRY TWP
SCHOOL DISTRICT: $2395.00 DERRY
ADPC: $40.25
AFFORDABLE HOUSING: $13.00

DEMOLITION: $15.00

UPICount: 1
UPIFee: 20
UPIList: 24-073-092-000-0000

I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.

James M. Zugay, *Recorder of Deeds*

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

J

Prepared by & Return To:
Select Platinum Settlement Services, LLP
3912 Market Street
Camp Hill, PA 17011

UPI No.: 24-073-081
87 Hawthorne Drive, Hershey, PA 17033

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

File No.: 00061394

FEE SIMPLE DEED

This Indenture *Made the* 6th day of August , 2007.

Between **Yuguang Shi and Pingqi Dai, a/k/a Pingui Dai, husband and wife** (hereinafter called the Grantor), of the one part,

And **Yuguang Shi and Pingqi Dai, husband and wife** (hereinafter called Grantee(s)), of the other part,

Witnesseth, That the said Grantor for and in consideration of the sum of **One and 00/100** DOLLAR **($1.00)** lawful money of the United States of America, unto **said Grantor** well and truly paid by said Grantee(s), at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns,

ALL THAT CERTAIN piece, parcel or tract of land situated on the Southwest side of Bittersweet Drive, and on the Northwest side of Hawthorne Drive, located in Derry Township, Dauphin County, Pennsylvania, being known as Lot 30, as shown on a Plan for The Meadows-Phase 2, prepared by David Miller Associates, Incorporated, Drawing No. 88-196.2, recorded in and for Dauphin County, in Deed Book F-5, Page 1, said tract being more fully bounded and described as follows:

BEGINNING at a point on the Southwest right-of-way line of Bittersweet Drive, said point being a corner of Lot 31; thence extending along Bittersweet Drive, the two (2) following courses and distances: (1) on a line curving to the left, having a radius of two hundred fifty and zero one-hundredths (250.00) feet, an arc length of one hundred eleven and eleven one-hundredths (erroneously stated as one hundred and eleven one-hundredths on prior deed)(111.11) feet, a chord bearing of South thirty-five (35) degrees, thirty-one (31) minutes two (02) seconds East, and a chord distance of one hundred ten and twenty one-hundredths (110.20) feet to a point; and (2) on a line curving to the right, having a radius of twenty (20.00) feet, an arc length of thirty-one and forty-two one-hundredths (31.42) feet, a chord bearing of South three (03) degrees fifteen (15) minutes zero (00) seconds East, and a chord distance of twenty-eight and twenty-eight one-hundredths (28.28) feet to a point on the Northwest right-of-way line of Hawthorne Drive; thence extending along the same, the two (2) following courses and distances: (1) South forty-one (41) degrees forty-five (45) minutes zero (00) seconds West, a distance of one hundred two and seventy-nine one-hundredths (102.79) feet to a point; and (2) on a line curving to the left, having a radius of three hundred seventy-five (375.00)

feet, and an arc length of eighty-eight and sixty-six one-hundredths (88.66) feet, a chord bearing South thirty-four (34) degrees fifty-eight (58) minutes thirty-six (36) seconds West, and a chord distance of eighty-eight and forty-six one-hundredths (88.46) feet to a point, a corner of Lot No. 29; thence extending along the same, North sixty-one (61) degrees forty-seven (47) minutes forty-eight (48) seconds West, a distance of two hundred fifty-one and six one-hundredths (251.06) to a point in line of lands now or formerly of John K. and Anita Shank; thence extending along the same, North eleven (11) degrees forty-nine (49) minutes five (05) seconds East, a distance of thirty-seven (37.00) feet North sixty-seven (67) degrees twelve (12) minutes fifty-six (56) seconds East, a distance of two hundred eighty-nine and eighty-one one-hundredths (289.81) feet to the place of BEGINNING. CONTAINING 1.1217 Acres SUBJECT TO fire tank easement, as shown on above plan.

BEING THE SAME PREMISES which Min Pu and Xiaoxue Fan, husband and wife, by Deed bearing date the 30th of November, 2006, and recorded on the 6th day of December, 2006, in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania, in Instrument No. 20060049682, granted and conveyed unto Yuguang Shi and Pingqui Dai, husband and wife.

UNDER AND SUBJECT TO conditions and restrictions which now appear of record.

PARCEL #24-073-081

Together with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said grantor, in law as in equity, of, in, and to the same.

To have and hold the said lot or piece of ground described with the buildings and improvements thereon erected with and the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

And the said Grantor, their heirs, executors and administrators do covenant, promise and agree, to and with the Grantee, heirs and assigns, by these presents, that the said Grantor and heirs, and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantor(s) and its and heirs and against all and every persons whomsoever lawfully claiming or to claim the same or any part hereof, by, from or under them or any of them, shall and will WARRANT and forever DEFEND.

In Witness Whereof the said Grantor has caused these presents to be duly executed the day and year first above written.

WITNESS — **Yuguang Shi**

WITNESS — **Pingqi Dai**

WITNESS — **Pingqui Dai**

STATE OF PA

COUNTY OF Cumberland

On this, the 6th day of August, **2007**, before me, a Notary Public, in and for the County and State aforesaid, the undersigned Officer, personally appeared **Yuguang Shi and Pingqi Dai, a/k/a Pingui Dai** known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Notary Public
My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rachelle R. Hughes, Notary Public
Dillsburg Boro, York County
My Commission Expires Mar. 5, 2009
Member, Pennsylvania Association of Notaries

DEED

00061394

Yuguang Shi and Pingqi Dai, a/k/a Pingui Dai

TO

Yuguang Shi and Pingqi Dai

PREMISES:

87 Hawthorne Drive
Hershey, PA 17033

I certify that the address of the above Grantees is:

87 Hawthorne Drive
Hershey, PA 17033

_____
On behalf of Grantees

RECORD AND RETURN TO:

Select Platinum Settlement Services, LLP
3912 Market Street,
Camp Hill, PA 17011

REV-183 EX (6-96)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	-0-
Book Number	200700031881
Page Number	
Date Recorded	8.7.2007

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: Select Platinum Settlement Services, LLP
Telephone Number: Area Code (717) 737-0884
Street Address: 3912 Market Street
City: Camp Hill
State: PA
Zip Code: 17011

B TRANSFER DATA

Date of Acceptance of Document: 12/01/2006

Grantor(s)/Lessor(s)	Grantee(s)/Lessee(s)
Yuguang Shi and Pingqi Dai a/k/a Pingue Dai	Yuguang Shi and Pingqi Dai
Street Address: 87 Hawthorne Drive	Street Address: 87 Hawthorne Drive
City: Hershey	City: Hershey
State: PA	State: PA
Zip Code: 17033	Zip Code: 17033

C PROPERTY LOCATION

Street Address: 87 Hawthorne Drive
City, Township, Borough: Derry Township
County: Dauphin
School District: Derry
Tax Parcel Number: 24-073-081

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+ 0.00	= 1.00
4. County Assessed Value	**5. Common Level Ratio Factor**	**6. Fair Market Value**
315,500.	X 1.33	= 419,615.

E EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
100%	100%

2. Check Appropriate Box Below for Exemption Claimed

[ ] Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)

[ ] Transfer to Industrial Development Agency.
[ ] Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
[ ] Transfer between principal and agent. (Attach complete copy of agency/straw party agreement)
[ ] Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
[ ] Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
[X] Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
[ ] Statutory corporate consolidation, merger or division. (Attach copy of articles.)
[X] Other (Please explain exemption claimed, if other than listed above.) This is a deed to correct the buyer's name and is a transfer between husband and wife and is therefore exempt from transfer tax.

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Rachael R Hughes
Date: 8/6/07

James M. Zugay, Esq.
Recorder of Deeds
(717) 780-6560

Candace E. Meck
First Deputy

Recorder of Deeds

Harrisburg, Pennsylvania

Location:
Dauphin County Courthouse
Room 102
Front & Market Streets
Harrisburg, PA 17101

CERTIFIED END PAGE

INSTRUMENT #: 20070031881
RECORD DATE: 8/7/2007 11:43:22 AM
RECORDED BY: BLAUVER
DOC TYPE: DEED
AGENT: SELECT PLATINUM SETTLEMENT SERVICES
DIRECT NAME: SHI, YUGUANG
INDIRECT NAME: SHI, YUGUANG

RECORDING FEES - State: $0.50
RECORDING FEES - County: $13.00
ACT 8 OF 1998: $5.00
ADDITIONAL NAME FEE: $2.00
TOTAL NAMES: $0.50

DERRY TWP
DERRY
AOPC: $10.00
AFFORDABLE HOUSING: $13.00

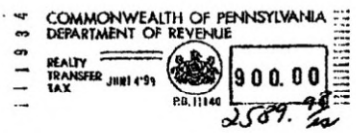
I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.

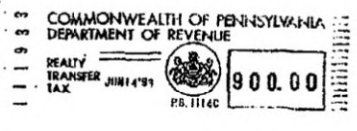
James M. Zugay, *Recorder of Deeds*

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT





2589.98

DEED

THIS DEED MADE this 11th day of JUNE in the year nineteen hundred and ninety-three (1993)

BETWEEN GEORGE C. DESMOND of Bird-In-Hand, Lancaster County, Pennsylvania, by his Attorney-In-Fact, DANIEL L. GLICK, Grantor

AND

ANDREW S. FREIBERG and REBECCA T. FREIBERG, husband and wife, of Hummelstown, Dauphin County, Pennsylvania, Grantees

WITNESSETH, That in consideration of Two Hundred Fifty-Eight Nine Hundred Ninety-Eight ($258,998.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees

ALL THAT CERTAIN piece, parcel or tract of land situate on the West side of Bittersweet Drive, located in Derry Township, Dauphin County, Pennsylvania, being known as Lot 31 as shown on a Plan for The Meadows, prepared by David Miller Associates, Incorporated, Drawing No. 92-175, Sheet No. F-1 recorded in the Dauphin County Recorder of Deeds Office in Plan Book M-5-79/91, said tract being more fully bounded and described as follows:

BEGINNING at the northeast corner thereof, at a point on the West right-of-way line of Bittersweet Drive, said point being a corner of Lot 32, Phase I of The Meadows; thence extending along Bittersweet Drive, the two (02) following courses and distances: (1) South one (01) degree fourteen (14) minutes twenty-nine (29) seconds East, a distance of twenty and twenty-eight hundredths (20.28) feet to a point; and (2) on a line curving to the left, having a radius of two hundred fifty and zero hundredths (250.00) feet, an arc length of ninety-four and zero hundredths (94.00) feet, a chord bearing of South twelve (12) degrees zero (0) minutes forty-seven (47) seconds East, and a chord distance of ninety-three and forty-five hundredths (93.45) feet to a point, a corner of Lot 30; thence extending along Lot 30, South sixty-seven (67) degrees twelve (12) minutes fifty-six (56) seconds West, a distance of two hundred eighty-nine and eighty-one hundredths (289.81) feet to a point in line of lands now or formerly of John K. and Anita Shank; thence extending along lands now or formerly of Shank, North eleven (11) degrees forty-nine (49) minutes five (05) seconds East, a distance of two hundred twenty-four and thirty-one hundredths (224.31) feet to a point, a corner of Lot 32, Phase I of The Meadows; thence extending along the same, North eighty-eight (88) degrees forty-five (45) minutes thirty-one (31) seconds East, a

distance of two hundred one and forty-two hundredths (201.42) feet to the place of BEGINNING.

CONTAINING 37,590 square feet.

BEING part of the same premises which Lawrence R. Nye, a widower, by deed dated April 24, 1991, and recorded April 24, 1991, in the Dauphin County Recorder of Deeds Office in Record Book 1557, Page 612, granted and conveyed unto George C. Desmond, the Grantor herein.

THIS CONVEYANCE is being made pursuant to a Power of Attorney granted by George C. Desmond to Daniel L. Glick as recorded in the Dauphin County Recorder of Deeds Office in Record Book 1578, Page 334.

AND the said Grantor will specially WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal, the day and year first above-written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

A. Mark Wintz — Daniel L. Glick (SEAL)
GEORGE C. DESMOND
by: DANIEL L. GLICK,
Attorney-In-Fact

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantees herein is as follows:

115 BITTERSWEET DR.
HERSHEY PA 17033

A. Mark Wintz
Attorney or Agent for Grantees

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX JUN 14 '93
789.98
PP. 11140

Dept 8D
Township of Derry
Dauphin County, Pa.
Real Estate Transfer Tax
Date 6-14-93 Amt 2589.98
Collecting Agent 18

2

BOOK 1990 PAGE 023

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF DAUPHIN :

On this, the 11th day of June, 1993, before me a Notary Public, the undersigned officer, personally appeared Daniel L. Glick, Attorney-In-Fact for George C. Desmond, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Irma Graybill
Notary Public
My Commission Expires:

NOTARIAL SEAL
IRMA GRAYBILL, Notary Public
Hershey, PA Dauphin County
My Commission Expires May 16, 1996

I hereby CERTIFY that this document is recorded in the Recorder's Office of Dauphin County, Pennsylvania.

RECORDER OF DEEDS OF DAUPHIN COUNTY PENNSYLVANIA

Philip Spasett
Philip Spasett
Recorder of Deeds

RECEIVED
RECORDERS OFFICE
JUN 14 9 22 AM '93
DAUPHIN COUNTY
PENNA

20625

BOOK 1990 PAGE 024

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Tracy and Jill Troutman	C-2021-3028464
Rebecca Walizer	C-2021-3028278
Neal Walmer	C-2021-3028416
Michael and Margaret Marino	C-2021-3028211
Stanley and Eileen Krasinski	C-2021-3028346
Michael Florio	C-2021-3028286
Samantha Bryant	C-2021-3028283
Michael Kramer	C-2021-3028314
Andrew Freiberg	C-2021-3028414
Karen Fedash	C-2021-3028418
Gregory Bair	C-2022-3030530

v.

Metropolitan Edison Company
Mid-Atlantic Interstate Transmission, LLC

Pingqi Dai	C-2021-3028302
Debora Connell	C-2021-3028186
Corey and Betty Rigberg	C-2021-3028348
Patricia Lane	C-2021-3028627

v.

Metropolitan Edison Company

REBUTTAL TESTIMONY OF MICHAEL ESPINOZA

Met-Ed Statement No. 1R

Q. Please state your name and business address for the record.

A. Michael Espinoza, 300 Madison Avenue, Morristown, NJ 07962

Q. **Have you previously submitted testimony in this proceeding?**

A. Yes. I submitted written testimony and exhibits on behalf of Metropolitan Edison Company (Met-Ed), which has been designated as Met-Ed Statement No. 1 and Met-Ed Exhibits 1 and 2.

Q. Is there any revision to your written testimony?

A. Yes. On page 5, the word "facilities" on lines 16 and 18 should be replaced with the word "structure/pole." The Pennsylvania Public Utility Code defines "facilities" to include all plant and equipment used in the operation and in connection with the business of MAIT.

Q. Did you review the Written Testimony of the Complainants?

A. Yes.

Q. Did you review the Proposed Exhibits submitted by the Complainants?

A. Yes.

RESPONSE TO ALLEGATIONS IN DIRECT TESTIMONY.

Q. The direct testimony of the Complainants at page 23, lines 515-518, states the "land underneath these lines remain void of activity despite the perfect ground space it offers for gatherings". What is your response?

A. Met-Ed Exhibit 1, the recorded easements for the Transmission Line, grant Met-Ed the uninterrupted right to place, erect, construct, install, use, operate, patrol, inspect, maintain, repair**, reconstruct, renew, add to, or relocate the facilities.** The Project is consistent with, and specifically authorized, under the recorded easements.

Q. The direct testimony of the Complainants at page 37, lines 879-889, states their property values will be decreased as a result of the Project. What is your response?

A. The Complainants readily admit that the Meadows Subdivision was developed well **after** the Transmission Line was designed or built. The Complainants choose to purchase their lot and/or house after the Transmission Line was constructed. The argument that the replacement of the overhead facilities will decrease their property is disingenuous.

Q. Does this conclude your rebuttal testimony?

A. Yes.