

**ANSWER AND NEW MATTER OF MARGARET GLASSTETTER AND TIMM
VANDERELLI TO ANSWER AND NEW MATTER OF FIRST ENERGY BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MARGARET GLASSTETTER AND
TIMM VANDERELLI

V.

FIRST ENERGY PENNSYLVANIA
ELECTRIC COMPANY

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Docket No. C-2025-3056665

PENNSYLVANIA ELECTRIC COMPANY

Margaret Glasstetter and Timm Vanderelli (Complainants), hereby submit their Answer and New Matter to the Answer and New Matter filed by First Energy Pennsylvania Electric Company, West Penn Rate District, (Respondent, FE PA, or Company) on August 25, 2025. In response thereto, Margaret Glasstetter and Timm Vanderelli aver and represent as follows:

RESPONSE TO NEW MATTER OF FIRST ENERGY PENNSYLVANIA ELECTRIC COMPANY

12. No response required.

13. Admitted.

14. Admitted.

15. Any hearing or arbitration is requested to be held in or near Latrobe, Pennsylvania as Timm Vanderelli has had several heart attacks and cannot travel easily.

16. Admitted.

NEW MATTER

17. A Right of Way Agreement with West Penn Power for access to Complainants property was signed on June 30, 1986, by the prior property owners. A copy is attached.
18. The Right of Way states that West Penn Power agrees to pay all damages to grantor's property in repairing the transmission system cause by their agents, provided written notice is given.
19. Written notice was given and is evidenced by the June 30, 2025 response of Debbie Carothers, Claim Representative to West Penn Power. Copy Attached.
20. First Energy agents ignored the 3-ton weight limit sign posted on the access road before the bridge when they drove trucks above the weight limit over the bridge.
21. First Energy agents ignored the verbal warnings about the weight limits of the bridge from both Margaret Glasstetter and Timm Vanderelli.
22. First Energy agents drove a 9.5-ton bucket truck over the bridge which crushed the large pipe structure of the bridge.
23. The tri-axel dump truck (20 plus ton truck) of the agents of First Energy caused more damage to the bridge when the driver attempted to drive backwards over the bridge with a half load of rocks. The dump truck's wheels went off the edge of the pipe and got stuck.
24. First Energy agents brought in a huge commercial tow truck to pull the dump truck off of the collapsed bridge.
25. Attached is a 9-page bridge damage report prepared by Margaret Glasstetter and Timm Vanderelli with pictures showing the weight limit sign, the trucks used by First Energy and the damaged bridge.
26. Complainants have witnesses to the condition of the road and bridge before and after First Energy drove their vehicles over it. All witnesses live near Latrobe Pennsylvania.
27. The damaged bridge was the only passible access road to Complainants' residence.

28. From the date of the damage in June and until the first week of August, when a longer alternative access road that did not cross the stream was repaired, Margaret Glasstetter and Timm Vanderelli had to leave one vehicle on one side of the bridge and walk to the other side to another parked vehicle to then go up the 1/4 mile dirt road to access their residence.

29. Given the health of Timm Vanderelli the unpassable bridge caused a tremendous hardship.

30. A cost estimate to repair the bridge was made by Matt Burns, a structural engineer at Gibson-Thomas Engineering, Latrobe, PA. The damaged bridge can be put back into its original condition for approximately \$41,000.00 according to his calculations.

31. Complainants would like First Energy to return the bridge into its original condition and reimburse the cost of \$10,749.67 for emergency repairs to the alternative access road in order to bring firewood, coal and supplies to their home before winter and provide emergency access for ambulance in the event Mr. Vanderelli has another heart attack.

WHEREFORE, Margaret Glasstetter and Timm Vanderelli, Complainants, request that this matter not be dismissed and this matter be referred to the Office of Administrative Law Judge's Mediation Unit and that hearings or mediation occur in the vicinity of Latrobe, Pennsylvania because of Complainant's health issues with traveling long distances and the location of witnesses.

Respectfully submitted,

Margaret Glasstetter 9/12/2025
Margaret Glasstetter Date

Timm A. Vanderelli 9/12/2025
Timm Vanderelli Date

June 30, 2025

Margaret J. Glasstetter
739 Rt 259
Ligonier, PA 15658

Re: West Penn Power File - WP3-26964
Date/Incident 5/14/2025

Dear Ms. Glasstetter

The claims department has received your notification regarding ruts on your lane and bridge damage at your property. I asked the local district office to review this matter. The district supervisor stated that we will have a contractor repair your yard, but we do not feel we are responsible for any damage to your bridge and therefore will not be repairing it.

I am sorry for any inconvenience this may have caused you.

Sincerely,



Debbie Carothers
Claim Representative
814-949-4626

Bridge Damaged Report

July 21, 2025

Margaret Glasstetter and Timm Vanderelli

West Penn Power Account # [REDACTED]

Parcel ID: 51-05-00-0-080

UPI Code: 51-01154-00000

Street Number: 739

Street: Route 259

City: Ligonier

Complaint:

Our power went out around 11:30 am May 14th. After waiting 10 min or so, I called West Penn Power and reported the outage. A service technician arrived at our power pole at 2 pm and determined the problem to be a defective transformer on the pole. He told us he couldn't do the replacement job alone and he would contact his supervisor to continue with repairs. When the crew arrived to replace the transformer, I spoke with the supervisor before they started and explained the 5 ton weight limitation of our bridge. The weather was awful with continuing rain and everything slippery with mud. Meg was concerned when they unsuccessfully attempted to drive their 9.5 ton bucket truck up into our yard to access the pole. She suggested to the supervisor, that they wait for drier weather as we were used to power outages over the many years we've lived here and could go another day or two without main power. But he said they would finish the job that night probably around midnight. They left at 1 am on the 15th with power restored. I didn't notice the damage to our bridge until the following day. I took photos with my cellphone before driving our truck to a nearby quarry and getting 1/2 ton of #3 stone to fill in the holes and gaps. It took me 2 hours to shovel off the stone into a ramped shape so we could have our normal access across the creek and onto the highway. I was going to let this issue go but over the past couple of weeks the stones and rocks are settling lower and lower, indicating a structural failure below the surface. My main concern is the integrity of the bridge has been compromised. Now that the pipe is crushed, it no longer has the same support strength as before and is not safe for larger vehicles at all. This bridge is our only way into and out of our property and as a heart patient, a necessary path for ambulance or other emergency vehicles and must be accessible at all times. First Energy should maintain their easement to a standard that allows the movement of their large vehicles on and off our property without causing damage. It is not our responsibility to make our bridge and roadway capable of supporting the equipment they decide to use. Therefore, we demand First Energy be held responsible for the damage to our bridge and they immediately initiate repairs to it as soon as possible, up to a standard which will allow their choice of service vehicles to drive in, over, on and out without damage to our property or the impediment of our movements and the movements of emergency vehicles to and from our home.

Photo 1 shows our weight limit sign. I spoke with the supervisor who initiated the repair job before they started and told him the max our bridge could safely support was a 5 ton load.

Meg also warned the technician who first arrived that our bridge couldn't support any large vehicles.

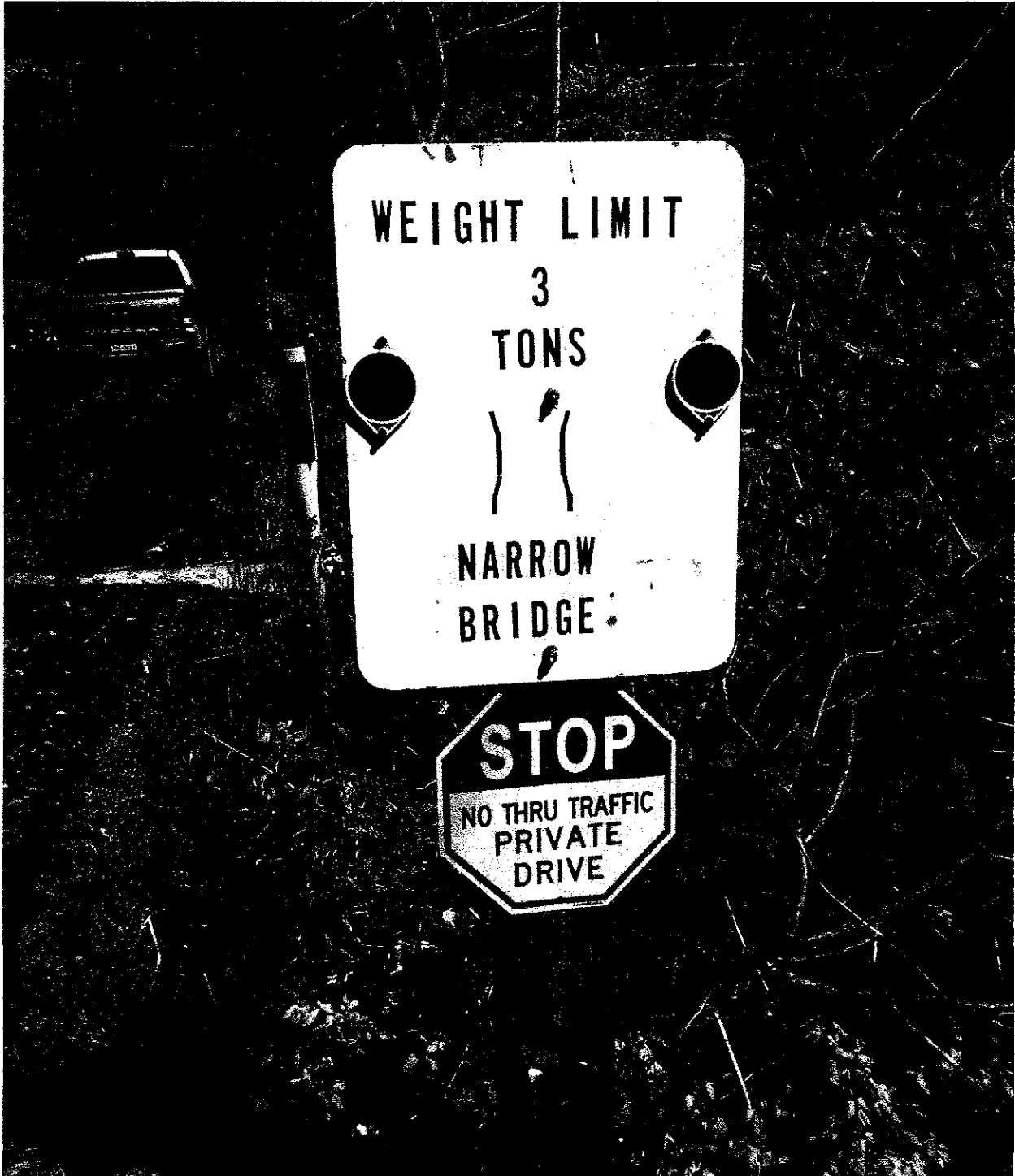


Photo 2 shows the level of our driveway drops almost 8" from its normal level at the top of the large pipe. This collapse made it impossible to drive our SUV across the bridge and out onto the main road.

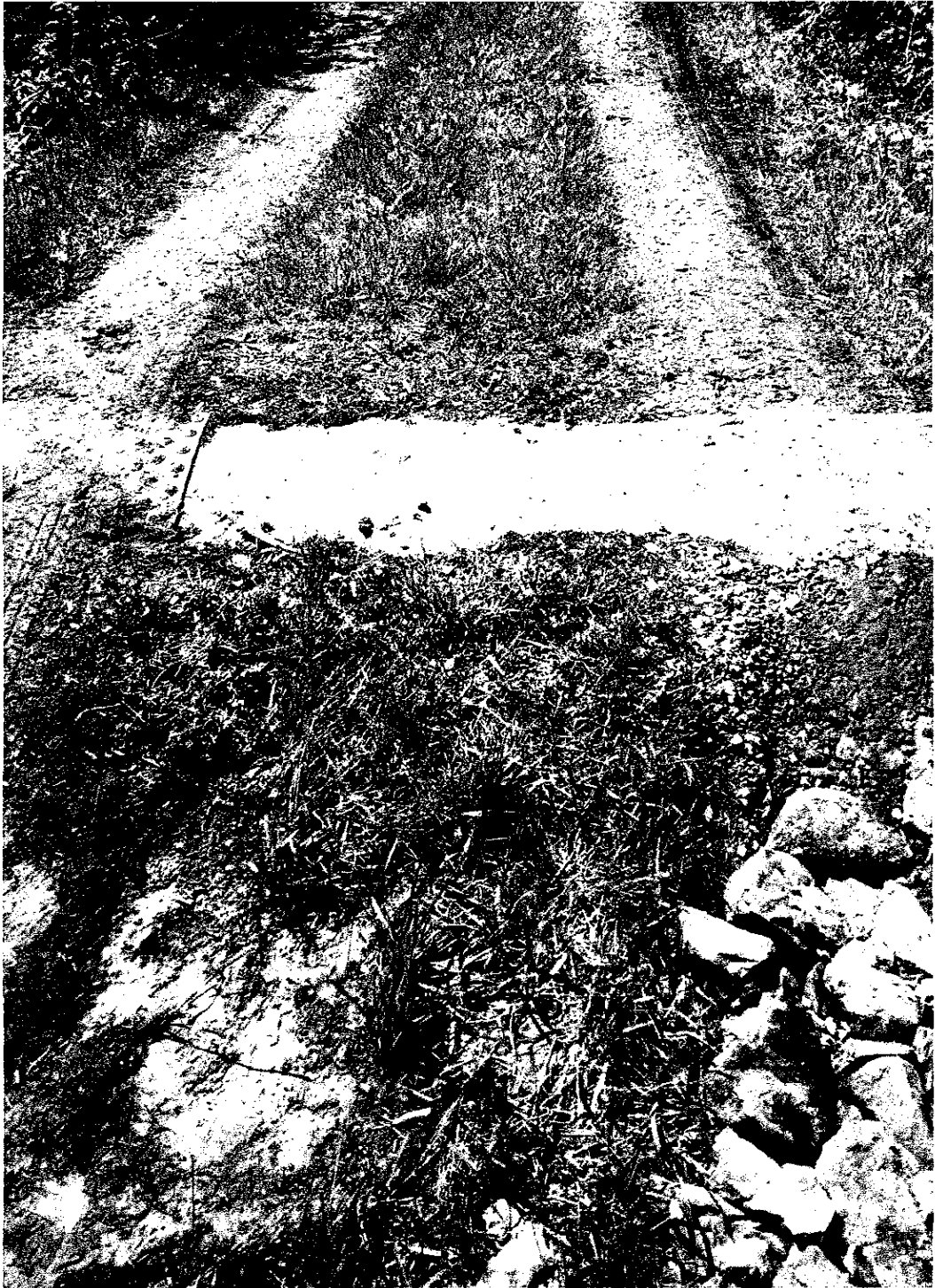


Photo 3 shows someone else's attempt at filling in the collapsed pipe. I did not lay these stones or fill material. And its not level with the large pipe, blocking our SUV from its normal exit path.



Photo 4 shows another perspective of the collapsed area.



This photo shows the first service vehicle to arrive.
It was the maximum weight our bridge could safely support.



This was the second vehicle.



This was the 3rd vehicle. It's 500 lbs short of 10 tons.
Its weight would have crushed our bridge and is the most probable cause of collapse.



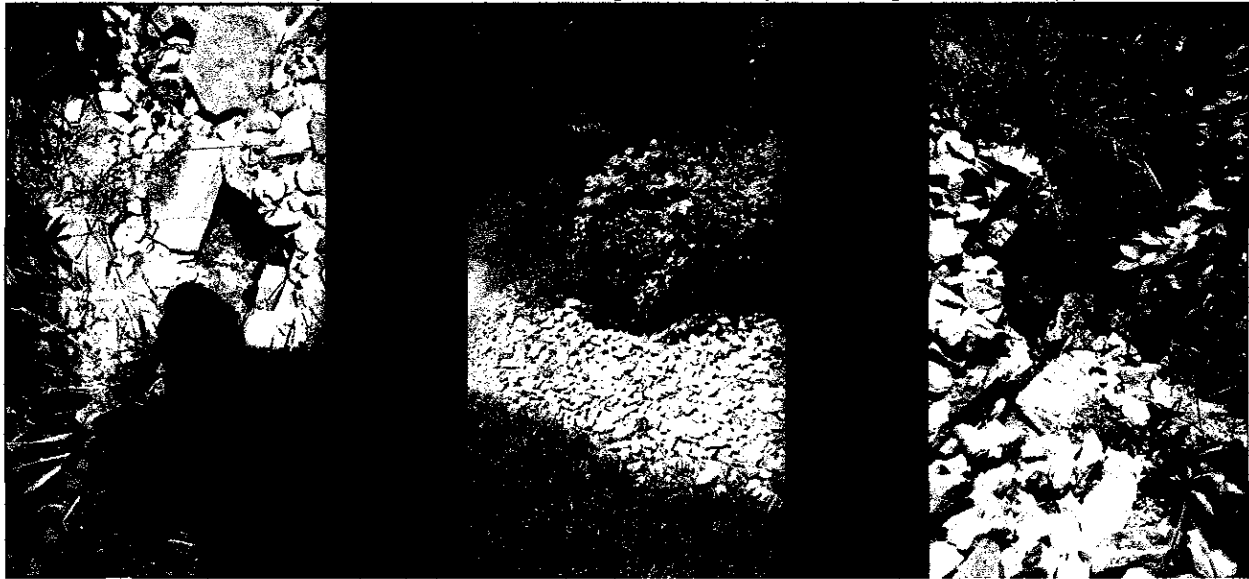
When we first complained about the damaged bridge, supervisor Joe Musco (ph: 724-433-6829) from West Penn's Charleroi Operating Department and his engineer examined the area and both said it's fine. However, as a gesture of good will, they suggested filling the deep ruts with stones and in the process, backed their huge dump truck rear wheels off of the edge of our bridge and collapsed an entire section of support, making a bad situation even worse. Their dump truck required the use of a heavy-duty tow truck to pull it back up onto the bridge.

June 30, 2025 we received a letter from Debbie Carothers, a claims representative at West Penn Power (ph: 814-949-4626) stating "...we do not feel we are responsible for any damage to your bridge and therefore will not be repairing it".

As of today, July 21st, our bridge continues to deteriorate with stones falling off and into the creek each time we drive across it. We have now closed the access gate and need two vehicles to enter and leave our property. We have to drive down to the gate, carry whatever we need to transport to our other vehicle parked on the other side of the bridge and reverse the process to go up to our home. As a cardiac patient, there is no access for an ambulance in the event of a life threatening emergency. Also, without fuel delivery, we won't be able to live in our home during the wintertime.

The captioned photo (below) shows the collapsed pipe (left) and the normal pipe (right). There is an additional 2 to 3 tons of stone filling in the gap created by the collapsed part of the pipe, reducing the weight handling even more. We have witnesses available to collaborate our description of the integrity of the bridge before any of First Energy's vehicles arrived.

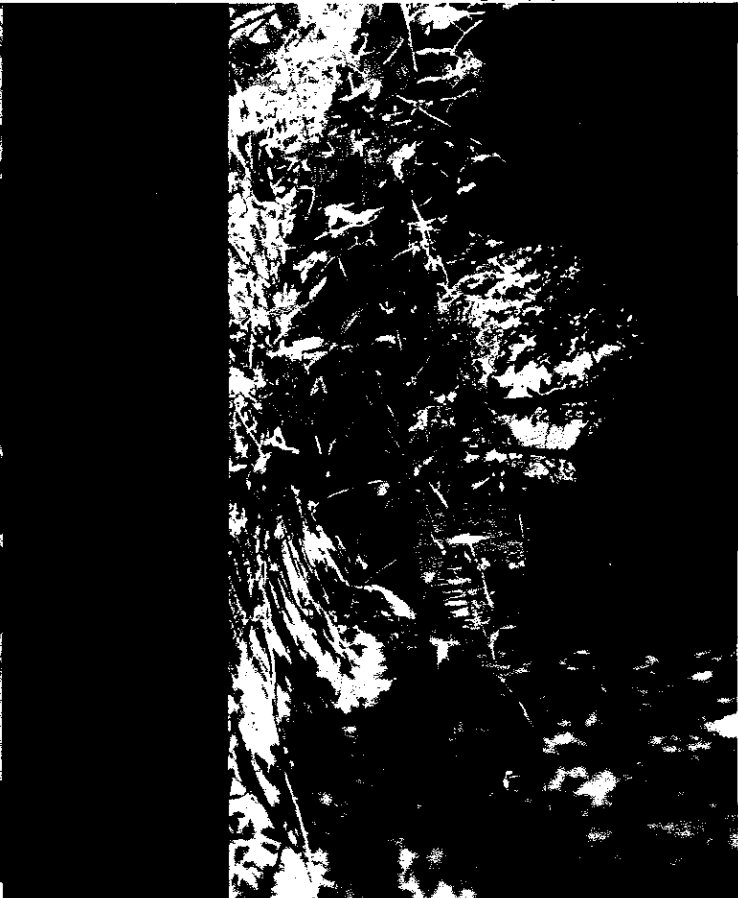
Section where dump truck went off the edge and collapsed a large area of support



Collapsed left pipe



Normal right pipe



There is an access road at the other end of our property that does not cross the creek and leads directly onto and from the state highway. We have the documentation that shows it was built by West Penn Power for their large, heavy utility vehicles to enter and leave our property without crossing the bridge. I've mentioned this access road to a few service crews over the years. Unfortunately, no one has maintained it for over 25 years and some areas are always wet and marshy, making it undrivable most of the time. It's not our responsibility to maintain it. Drainage and a layer of fresh stone would provide an alternative to the bridge, as this access road would allow any of First Energy's vehicles to enter and leave our property without creating damage. I have made this clear to both First Energy's engineer and supervisor but neither one seems to care.



My claim is for First Energy to repair or replace the bridge that their large vehicle damaged and in a timely manner, also up to a standard which will allow safe movement of our vehicles, fuel delivery vehicles and emergency vehicles from our home to the main highway and back like we've been able to do for over 25 years. Additionally, and ultimately repair their access road for future maintenance, pay for it's repairs made by us and pay all legal fees incurred by us during this process. To summarize, even though the weight limit is clearly posted, it was ignored by the First Energy crew while denying their obvious structural damage to our bridge and their denial of responsibility in this matter.

RIGHT-OF-WAY AGREEMENT

Name ARNOLD F. FREDERICK PATRICIA M. FREDERICK

Auth. MCD. 3434.2
2330-617-360.200

COMMONWEALTH OF PENNSYLVANIA)
: ss
COUNTY OF _____)

On this, the ___ day of _____, 19___, before me, the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person _____ whose name _____ 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 (SEAL)

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA)
: ss
COUNTY OF _____)

On this, the ___ day of _____, 19___, before me, the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person _____ whose name _____ subscribed to the within instrument and acknowledged that he _____ executed the same for the purposes therein contained.

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RIGHT-OF-WAY AGREEMENT

Name ARNOLD F. FREDERICK PATRICIA M. FREDERICK

Auth. MCD. 3434.2
2330-617-360.200

COMMONWEALTH OF PENNSYLVANIA)
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