**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

 **Harrisburg, Pennsylvania 17105-3265**

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| **Rebecca Mueller** **v.****PECO Energy Company** | **Public Meeting held November 4, 2010** **2028862-ALJ****Docket No. C-2008-2028862** |

**MOTION OF COMMISSIONER WAYNE E. GARDNER**

Before us for disposition is a Complaint filed on February 4, 2008, by a residential customer against PECO, alleging inadequate service.

In November of 2007, Ms. Mueller contacted PECO stating that she could not drive her recreational vehicle into her driveway because the overhead electrical wire running from the street to her house was too low. As a temporary fix, a PECO employee raised the wire by wrapping a rope around it mid-span and tying the rope to a tree. This employee told the Complainant that, in order to fix the problem permanently, a mast would have to be put on the existing pole or another pole would have to be placed closer to the house. The employee also stated that the repair could not be done that day because it was a Sunday. The Complainant was informed that PECO was responsible for the first 100 feet of line into her property and since the line was only 88 feet long, PECO was responsible for the entire line. Despite characterizing the repair as a temporary fix, PECO did not promptly return to make a permanent repair. During a windstorm in January 2008, the wire was broken by a flailing branch and the resulting power outage caused damage to the Complainant’s electrical appliances. Following the storm, PECO installed a new overhead electrical wire and, once again, tied a rope to the mid-span and secured it to the tree in order to raise the height.

On February 4, 2008, Ms. Mueller filed a Formal Complaint alleging that PECO provided inadequate service by tying the electric wire to a tree and that due to PECO’s inadequate service, significant damage to her electrical appliances occurred. The Complainant continued to call PECO to request that the wire be properly fixed. In August 2008, for the first time, PECO informed her that it was her responsibility as the customer to ensure that PECO had a point high enough on which to secure the line and suggested that she attach a service mast to her house in order to permanently raise the wire. PECO was informed that it was not possible for her to do this at that time. Approximately nine months later, in May 2009, PECO placed a utility pole closer to the Complainant’s house in order to raise the wire.

After a hearing was held, the presiding Administrative Law Judge dismissed the case finding that there was no evidence that PECO acted unreasonably or provided unreasonable service. In so holding, the ALJ stated that PECO did not act unreasonably in making a temporary fix and that it was the customer’s responsibility to ensure that there was a point high enough on her house onto which the utility could affix the wire.

I disagree with the Administrative Law Judge and find that PECO provided unreasonable service in violation of 66 Pa.C.S §1501 and that a $1000 fine is merited.

PECO’s initial fix remained in place for approximately one and a half years, which removes it from the realm of a temporary fix.  Furthermore, prior to August 2008, PECO did not communicate to the Complainant that it was her responsibility to ensure the proper height clearance of the wire.  Rather, the Company continually represented to Ms. Mueller that PECO was responsible for the line and for making repairs. PECO did not inform her of her responsibility for a permanent fix until nine months after the temporary fix was put in place. PECO’s only explanation for this inaction was the testimony given by its witness that it was the customer’s responsibility to remind PECO that a permanent fix was needed. PECO’s failure to properly follow up on the temporary fix and PECO’s failure to properly communicate with the customer is not reasonable service and violates Section 1501 of the Public Utility Code. We also note that leaving this temporary fix in place as a permanent fix could violate several provisions of the National Electric Safety Code[[1]](#footnote-1), with which PECO must comply.[[2]](#footnote-2)

**THEREFORE, I MOVE THAT:**

1. The Initial Decision be reversed consistent with this Motion.
2. The Office of Special Assistants prepare an Opinion and Order consistent with this Motion.

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 **Date Wayne E. Gardner, Commissioner**

1. *See*, National Electric Safety Code 014B, 217(A)(2), 217B, and 218A(2). [↑](#footnote-ref-1)
2. “An EDC shall install, maintain and operate its distribution system in conformity with the applicable requirements of the National Electrical Safety Code.” 52 PA. Code § 57.194(b). [↑](#footnote-ref-2)