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July 29, 2011

Rosemary Chiavetta, Secretary
PA Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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PA.P.U.C.
SECRETARY'S BUREAU

Re: **Barbara Gallagher v. PECO Energy Company**
Docket No. C-2010-2201568

Dear Secretary Chiavetta:

On July 19, 2011, PECO Energy Company ("PECO") filed Exceptions to the Initial Decision issued in this matter. PECO's Exceptions cited to a recent Commission decision in the case of *John Norbeck, Director, Bureau of State Parks v. PECO*, Docket No. C-2008-2051267 (Order entered August 23, 2010) ("*Norbeck*") in support of its argument that a utility does not have the legal responsibility to maintain facilities which it does not own.

The purpose of this letter is to note a development in the aforementioned case since the time that PECO's Exceptions were filed. In a Memorandum Opinion issued on July 28, 2011, the Commonwealth Court of Pennsylvania upheld the Commission's decision in the *Norbeck* case. A copy of the Memorandum Opinion in *John Norbeck, Director, Bureau of State Parks v. Pennsylvania Public Utility Commission*, No. 1943 C.D. 2010 (July 28, 2011), is enclosed herewith.

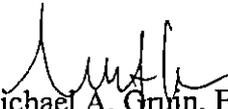
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If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

STEVENS & LEE



Michael A. Grun, Esq.

Enclosure

cc: Cheryl Walker-Davis, Director, Office of Special Assistants
Certificate of Service

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

BARBARA GALLAGHER

Complainant

v.

PECO ENERGY COMPANY

Respondent

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Docket No. C-2010-2201568

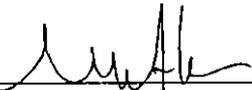
CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Letter upon the parties listed below, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA First Class U.S. Mail

Joseph A. Malley, III, Esq.
P.O. Box 698
Media, PA 19063

Barbara Gallagher
97 Deepdale Road
Wayne, PA 19087



Michael Gruin

DATED: July 29, 2011

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IN THE COMMONWEALTH COURT OF PENNSYLVANIA

John Norbeck, Director, Bureau of
State Parks, Pennsylvania Department
of Conservation and Natural
Resources,

Petitioner

v.

Pennsylvania Public
Utility Commission,

Respondent

No. 1943 C.D. 2010
Argued: June 6, 2011

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SECRETARY'S BUREAU

BEFORE: HONORABLE BERNARD L. McGINLEY, Judge
HONORABLE JOHNNY J. BUTLER, Judge (P.)
HONORABLE ROCHELLE S. FRIEDMAN, Senior Judge

OPINION NOT REPORTED

MEMORANDUM OPINION
BY JUDGE McGINLEY

FILED: July 28, 2011

The Pennsylvania Department of Conservation and Natural Resources (DCNR) appeals from the Order of the Public Utility Commission (Commission) which dismissed the Department's Complaint against PECO Energy Company (PECO).

In 1966, the Commonwealth of Pennsylvania acquired acreage, the "Jeffords Mansion," horse stables, and two residences east of Sandy Flash Drive in Delaware County to establish Ridley Creek State Park (Park). At that time, PECO supplied electric power to the area *via* utility poles and overhead lines on Gradyville Road and Sycamore Mills Road.

DCNR subsequently leased a stone residence and horse stables to Hidden Valley Farms, an equestrian concessionaire. The southern half of a twin frame residence was leased to a third party. DCNR used the Jeffords Mansion as the Park Office and the northern half of the twin frame house as a maintenance building. The lessees were responsible for their own utility bills and accounts with PECO. DCNR had separate utility accounts with PECO to serve the buildings it occupied.

In 1970, DCNR requested that PECO provide electric service to the customers within the Park *via* an underground cable to maintain “the natural appearance” of the Park. PECO, however, refused to install a buried or underground cable because of the additional cost. PECO offered to build a new aerial “supply line¹” from Gradyville Road along Sandy Flash Drive², to which either underground or aerial “service lines” would connect to each of the metered customers within the Park.³

¹ An electric “supply line” is the backbone of an electric distribution system. It runs along a public highway or right-of-way from which service lines branch off to service individual customers. It is defined as:

Electric supply line – the wire or cables, with the necessary supporting or containing structures and appurtenances, used in connection with an overhead or underground system of a public utility, providing electric power, located on a public highway or utility right-of-way and used to transmit or distribute electric energy.

52 Pa. Code §57.1

² Gradyville Road ran along the boundary of the Park. Sandy Flash Drive intersected and ran perpendicular to Gradyville Road.

³ Any benefit from a new aerial supply line along Gradyville Road is unclear from the record. There was an existing aerial supply line on Sycamore Road which historically serviced the Park area.

In 1972, DCNR independently hired and paid an electrical contractor to install a 5,000-volt primary underground cable to service the Jeffords Mansion, the horse stables and residences. The underground cable ran from PECO's utility pole on Gradyville Road along Sandy Flash Drive and was located completely within the confines of the Park.⁴

On August 3, 2007, the Park experienced an electric outage and PECO was called to restore service. PECO personnel discovered a number of breaks in the underground cable. PECO personnel advised the Park Manager that PECO did not own the underground cable. PECO personnel explained that PECO's service was supplied to the Park *via* PECO facilities located aerially on poles in the public right-of-way along Gradyville Road. PECO personnel indicated that its facilities ended eighteen inches inside the Park's property line, known as the "point of delivery." PECO took the position that facilities beyond the "point of delivery" were owned by the Park. PECO nevertheless agreed to attempt to repair the underground cable to accommodate a wedding that was scheduled for August 4, 2007. However, PECO workers were not able to repair the cable by the end of their shift at 11:00 p.m.

The Park Manager then contacted the electrician who installed the underground cable in 1972, who confirmed there were multiple breaks. The same electrician was paid \$107,000 by DCNR to provide a generator for interim use and replace the entire cable.

⁴ It was undisputed that PECO owned the meters and transformers pursuant to PECO's Tariff Rule 6.4.

DCNR filed a Complaint against PECO on July 11, 2008. DCNR alleged that because the underground cable was used for general distribution to multiple customers, it was part of PECO's distribution system. DCNR alleged that PECO's refusal to accept responsibility for maintaining and repairing the underground cable was in violation of Section 1501 of the Pennsylvania Public Utility Code (Code)⁵, the Commission's Regulations, and PECO's Tariff.⁶

The parties completed discovery and an evidentiary hearing was held before ALJ, Cynthia Williams Fordham (ALJ Fordham). The parties submitted the written direct testimony of their witnesses and exhibits. Several witnesses were cross-examined at the hearing.

Scott Neumann (Neumann) was a Senior Rates Engineer in PECO's Regulatory and Governmental Affairs Department. Neumann's job duties included tariff administration, financial analysis, project management and regulatory affairs throughout PECO's operations and service territory. He was responsible for applying PECO's Tariff to various fact patterns and interpreting PECO's Tariff policies. During his ten years with PECO, Neumann addressed numerous situations in which it was necessary to determine where PECO's facilities ended and the customer's facilities began so that he could determine PECO's ownership

⁵ 66 Pa.C.S. §1501, requires public utilities to "furnish and maintain adequate, efficient, safe and reasonable service and facilities" and "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."

⁶ In Paragraphs 5E and 5G DCNR sought reimbursement for the cost of replacing the underground cable and the cost of the generator. Administrative Law Judge, Guy M. Koster (ALJ Koster), granted PECO's Preliminary Objections and dismissed Paragraphs 5E and 5G because the Commission does not have the authority to award monetary damages.

and maintenance responsibility for the facilities. ALJ Initial Decision, April 1, 2010, Finding of Fact (FOF) Nos. 78-80 at 18-19; Reproduced Record (R.R.) at 34a-35a.

Neumann testified that the analysis of PECO's ownership of an underground cable must begin with PECO's Tariff, Section 6, "Private Property Construction," in particular Rule 6.1, Company Service Lines, which provides:

6.1 COMPANY'S SERVICE LINES. Where the Company has distribution facilities of adequate capacity on the highway or in other trunk line location adjacent to the premises to be served, it will provide, own and maintain standard service-supply lines as follows: (a) **UNDERGROUND.** Underground cable construction to a point approximately 18 inches inside the property line of the customer [with exceptions not relevant here] (b) **AERIAL.** A single span of aerial open wire or cable construction to the first suitable support of the customer, nominally 100 feet inside the property line of the customer. (Emphasis added).

PECO's Tariff, Section 6.1 at 14; R.R. at 63a; ALJ Initial Decision, April 1, 2010, FOF No. 81; R.R. at 35a.

Neumann explained, for underground service lines, the point "18 inches inside the property line of the customer" was known as the "point of delivery." The definition of "point of delivery" was defined in PECO's Tariff as "[t]he single point at which the service supply lines of the Company terminate and the customer's facilities for receiving begin." ALJ Initial Decision, April 1, 2010, FOF No. 82, at 19; R.R. at 35a.

Neumann also testified that PECO's Electric Service Requirements stated that for underground facilities the "point of delivery," which marked the beginning of customer-owned equipment, was eighteen inches over the customer's property line. ALJ Initial Decision, FOF No. 86 at 20; R.R. at 36a.

Neumann explained that whenever a customer requested service to multiple separate customer accounts all located on a single property, PECO's practice was to give the customer several options for receiving service which included: (1) separate PECO services built to each facility; (2) a single PECO aerial facility that extended 100 feet over the property, after which a customer-owned private pole line carried service jointly to the various locations; or (3) a PECO-owned underground facility installed eighteen inches over the property line, after which a customer-owned underground facility carried service jointly to the various locations. ALJ Initial Decision, April 1, 2010, FOF No. 87 at 20; R.R. at 36a.

DCNR's expert, Stephen King (King), was a former electrical engineer for First Energy Systems from 1985 to 2002. King stated that the "point of delivery" was *at the meter which was located in or near the Park buildings*. King, however, did not quote any language from PECO's Tariff to support his view. It was revealed that at First Energy, where King worked for seventeen years, "point of delivery" was defined as "the metering point." ALJ Initial Decision, April 1, 2010, FOF Nos. 77, 84 at 18, 20; R.R. at 34a, 36a.

The ALJ credited the testimony of Neumann over King because King admitted that he was never an employee of PECO and he did not interpret tariffs while with First Energy. ALJ Decision, April 1, 2010 at 25; R.R. at 41a.

ALJ's Initial Decision and Recommendation

The ALJ issued eighty-nine findings of fact, and four conclusions of law. The ALJ concluded that DCNR failed to meet its burden of proof. Based on the Commission's regulations, PECO's Tariff, and its Electric Service Requirements and design practices, the ALJ concluded that DCNR owned the underground cable; therefore, PECO was not responsible for maintaining or repairing it. The ALJ found:

82. PECO's Tariff defines the point at which the supply line and the customer installation connect as being the "point of delivery" – The single point at which the service supply lines of the Company terminate and the customer's facilities for receiving service begin. Since the service in this case is underground cable, the point of delivery is 18 inches across the property line of the Park. (Emphasis added).

ALJ Initial Decision, April 1, 2010, FOF No. 82, at 19-20; R.R. at 35a-36a.

Commission's Opinion and Order

DCNR filed Exceptions to the ALJ's Initial Decision. DCNR argued that ALJ Fordham erred when she concluded that *the Park boundary* at Gradyville Road was the "property line" for the purpose of determining the "point of delivery." DCNR argued that the appropriate "point of delivery" was eighteen inches inside the division lines between the separately occupied land of each customer (the two homes, stable, and Mansion), not the *Park boundary*. The Commission disagreed:

Both the Commission's Regulations and PECO's tariff provide for either 100 feet of overhead line or eighteen inches of underground cable inside the property line of the customer. If PECO would have been permitted by DCNR to create points of delivery within the Park,

PECO would have run an aerial supply line into the Park. From that supply line, each of the four metered customers within the Park would have been entitled to service lines that were either 100 feet of overhead line or up to eighteen inches of underground cable. However, DCNR determined that the entire Park needed to be served by an underground line. Therefore, we find that in 1972, DCNR determined that the point of delivery would be eighteen inches inside the Park boundary at Gradyville Road when it elected to construct its own underground cable in lieu of receiving aerial service within the Park.

Commission Opinion and Order, August 23, 2010, at 10 R.R. at 10a.

DCNR also asserted that the underground cable was owned by PECO because it was a “line extension” and its function was exactly that of a “line extension” as defined in the Commission’s Regulations:

Line extension – An addition to the public utility electric supply line necessary to serve the premises of a customer which addition is so located that it cannot be supplied by means of a service line from the existing electric supply line. (Emphasis added).

52 Pa. Code §57.1.

DCNR argued that the underground cable was “necessary” because the customers along Sandy Flash Drive could not, because of their location, be served by “service lines” from the Gradyville Road supply line. Consequently, a “line extension” was “necessary” to connect those customers to the Gradyville Road “supply line.”

The Commission rejected DCNR's argument because the underground cable was not "necessary" to serve the four metered customers in the Park. The Commission found that "[h]ad DCNR requested that PECO install an aerial supply line into the Park, the underground cable would not have been necessary." Commission Opinion and Order, August 23, 2010, at 12; R.R. at 12a. The Commission concluded that since PECO did not own the underground cable, it had no obligation or responsibility under Section 1501 of the Code, 66 Pa.C.S. §1501 to maintain it.

DCNR also argued that PECO imposed "unauthorized" costs on DCNR by requiring DCNR to repair the underground cable in violation of Section 1303 of the Code, 66 Pa.C.S. §1303, which prohibits a public utility from imposing costs on a customer other than as specified in its Tariff. The Commission rejected this argument as well because under the Commission's regulations and PECO's Tariff, PECO did not own the underground cable; therefore, it had no responsibility to repair it.

DCNR's Appeal to this Court

On appeal⁷, DCNR raises three issues: whether the underground electric cable located on Park Property was a "line extension" as defined in

⁷ Appellate review of an order of the Commission is limited to (1) determining whether a constitutional violation or error in procedure has occurred; (2) the decision is in accordance with the law; (3) the necessary findings are supported by substantial evidence. PECO Energy Company v. Pennsylvania Public Utility Commission, 568 Pa. 39, 791 A.2d 1155 (2002).

When reviewing an order of the Commission, this Court must not substitute its own judgment for that of the Commission when substantial evidence supports the Commission's decision on a matter within the Commission's expertise. Popowsky v. Pennsylvania Public Utility Commission, 550 Pa. 449, 706 A.2d 1197 (1997).

PECO's Tariff and the Commission's regulations and, therefore owned by PECO; (2) whether PECO was required to own and maintain the underground cable serving its four metered customers including DCNR, to a "point of delivery,"⁸ as defined in PECO's Tariff and the Commission's regulations, extending eighteen inches onto *each* of the individual property lines within the Park; and (3) whether PECO violated the terms of its Tariff by imposing unauthorized costs on DCNR?

I.

Whether the Underground Cable was a "Line Extension"

First, DCNR contends that the Commission erroneously concluded that DCNR owned the underground cable. DCNR argues that PECO was unable to provide service to the four customers within the Park from its overhead "supply line" at a pole along Gradyville Road because the customers were not located along that road. Therefore, a "line extension" was "necessary" to serve those customers regardless of whether the line was under or above ground. DCNR asserts, by definition a "line extension" is an "addition to the public utility electric supply line;" therefore, PECO owned it as part of its distribution system.

DCNR further asserts that the fact that it demanded the cable to be underground for aesthetic reasons should not be considered when determining if the underground cable was "necessary." The fact that DCNR paid for the design and installation of the underground cable in 1972 did not alter the fact that a "line

⁸ The parties agreed that a utility owns all equipment up to the "point of delivery," and that the customer owns equipment beyond the "point of delivery." Hineline v. Metropolitan Edison Corp., 1990 Pa PUC Lexis 156. However, they did not agree on the "point of delivery."

extension” was “necessary” to connect the customers within the Park to PECO’s “supply line.”

The Commission is entitled to great deference in interpreting the Code, the statute for which it has the responsibility to enforce and its Regulations. It will not be reversed unless clearly erroneous. Popowsky. The subjects of tariff interpretation, Commission regulations and governing statutes are within the Commission’s administrative expertise. Aronson v. Pennsylvania Public Utility Commission, 740 A.2d 1208 (Pa. Cmwlth 1999).

Here, the Commission found that the underground cable was a private “service line” owned by DCNR. The Commission explained that the inquiry in determining the nature of the Park’s underground cable hinges on whether the premises of the customer may be served by a “service line” from the electric “supply line.” A “service line” is defined in the Regulations at 52 Pa. Code §57.1 as:

Service line – the wires or cables and appurtenances which connect the electric supply line of the public utility with the customer’s installation⁹ and which comply with either of the following:

⁹ A “customer’s installation” is:

Customer’s installation – Wiring and other equipment on the premises of a customer, and poles, wires or cables and other facilities necessary to bring the terminus of the wiring of a customer to a location where it may be connected to the service line.

52 Pa. Code §57.1

(i) If overhead-open-wire or cable-construction, the span, normally 100 feet, extending to a suitable support provided by the customer.

(ii) If the electric supply line is of underground construction, the underground facilities extending to but not exceeding 18 inches inside the property line of the customer.

In reaching its conclusion that the underground cable was DCNR's private "service line" and not a "line extension" the Commission considered that PECO offered to build an aerial "supply line" within the Park that would service the four customers by a "service line."

By definition, a "line extension" is only necessary when it is required to serve a customer which, because of its location, cannot be supplied by a "service line" from a "supply line."

DCNR claims that the four metered customers within the Park could not be serviced by a "service line" from PECO's "supply line" on Gradyville Road because they were located on Sandy Flash Road, which runs perpendicular to Gradyville Road. In other words, they were not adjacent to the existing "supply line" in a manner such that "service lines" could reach the structures along Sandy Flash Road.

This Court agrees with the Commission that the underground cable was not a "line extension." PECO offered to build a new aerial "supply line" in the Park to which either underground or aerial "service lines" could be connected to serve each of the four metered customers within the Park. This evidence was undisputed and it conclusively showed that the customers within the Park, in fact,

could have been served by means of “service lines” connected to the new “supply line” *had DCNR not rejected the offer* and insisted instead on the more costly underground cable. Because the underground cable was not “necessary” to connect four customers to the Gradyville Road “supply line” the underground cable was not a “line extension.”

DCNR nevertheless asserts that the underground cable functions exactly as a “line extension” because its addition was necessary to serve the four metered customers along Sandy Flash Drive because the customers were located in such a manner that they could not be serviced from the electric supply line along Gradyville Road. This Court is not convinced. The Commission concluded that the underground cable was not a “line extension” because *in 1972* it was possible to supply power to the four metered customers within the Park *via* “service lines” from a new aerial “supply line” from Gradyville Road along Sandy Flash Drive. An extension line from PECO’s “supply lines” only *became* “necessary” because DCNR rejected PECO’s plan to build the new aerial supply and service lines. The installation of the underground cable was not because it was “necessary,” it was because that was what DCNR preferred.

In Pennsylvania Power Company v. Pine Township, 926 A.2d 1241 (Pa. Cmwlth. 2007), this Court rejected the notion that a Township may refuse a utility’s *plan for service and dictate the type of main feeder distribution line* the utility must own and maintain on its right-of-way. This Court held that Pine Township did not have the authority to compel Pennsylvania Power Company to install an underground distribution line on Mt. Pleasant Road pursuant to a developer agreement. There, this Court rejected a municipality’s attempt to force a utility to *build and operate a system that represented a much greater investment*

where the utility did not have field crews that were trained in the operation and maintenance of that service system.

The same rationale applies here. PECO made it clear that it would not construct the underground cable because of the additional costs. In response, DCNR paid a private contractor \$107,000 to construct the underground cable. There is nothing in PECO's Tariff or the Commission's Regulations which required PECO to own the underground cable, and there is nothing in the record which indicated that the parties intended that PECO agreed to incur the additional expense of operating and maintaining it.

It is not unusual for a customer to own such a line. PECO's expert, Neumann, explained that there are literally thousands of high voltage facilities in PECO's service territory that are owned by customers. ALJ's Initial Decision, April 1, 2010, FOF No. 88, at 20; R.R. at 37a. He elaborated that at least four other parks in Pennsylvania have customer-owned underground cables that connect customer structures to PECO's system. Further, as set forth in footnote 9, the Commission's regulations at 52 Pa. Code §57.1 define "customer's installation" in a manner which contemplates the possibility of significant customer-owned facilities, including cables, which may be necessary to service a customer from the utility's service line.

Finally, the Commission considered other factors such as the fact DCNR independently hired, designed and paid for installation of the underground cable and that PECO never agreed to take financial responsibility or ownership. There was no bill of sale or agreement to transfer ownership of the underground cable from DCNR to PECO. PECO only performed repairs on its "service line,"

that is, the first 18 inches of the underground cable, where it connected to its “supply line.” DCNR does not appear to challenge those findings or their import.

Having reviewed the record and the Commission’s rationale, this Court finds that there was substantial evidence which supported the Commission’s determination that the underground cable was not a “line extension” which belonged to PECO.

II.

“Point of Delivery”

Next, DCNR contends, in the alternative, that the Commission erroneously determined the “point of delivery.” Again, “point of delivery” refers to the point where the utility’s “service line” and customer’s installation connect. It is determinative of the ownership and maintenance responsibilities of the respective parties.

Again, PECO’s Electric Service Requirements define “point of delivery” for underground facilities as:

that point where the service supply line of the Company terminates *and the Customer’s facilities* for receiving service begins, is 18 inches *inside the Customer’s property line* at a location designated by the Company. The dividing line between the Company and the Customer’s ownership of underground services is at the point of delivery. (Emphasis added).

ALJ Initial Decision, FOF No. 86 at 20; R.R. at 36a.

DCNR argues that the Park boundary at Gradyville Road was not the appropriate property line for purposes of determining the “point of delivery.” DCNR claims that the appropriate point of delivery was eighteen inches inside the

division lines between *the separately occupied lands of each metered customer*, not the Park's boundary. DCNR asserts that PECO owns and must maintain service lines to a point approximately eighteen inches inside the property line of *each* metered building. The Park may not be viewed as a single customer. The Commission erred when it concluded that the point of delivery was eighteen inches inside *the Park boundary*.

Again, this Court must agree with the Commission's analysis. When DCNR unilaterally built the underground cable for aesthetic purposes instead of agreeing to PECO's proposed aerial supply line, DCNR became the owner of the underground cable within the Park. That action determined the "point of delivery" inside the Park for the four metered customers. Because DCNR was the owner of the underground cable, the Commission determined the "point of delivery" was 18 inches inside the Customer's, i.e., DCNR's, property line, which was the Park boundary.

In sum, this Court agrees with the Commission that the underground cable at issue was a customer-owned "service extension" because it connected PECO's "service-supply line" to the Park. There is nothing in PECO's Tariff which required it to take ownership of customer-owned "service lines." In fact, Section 6.3 of the Tariff provided that the "customer shall provide, own and maintain the service extension from the Company's service-supply lines to the receiving equipment."

If DCNR had agreed to allow PECO to construct distribution facilities adjacent to the individual premises to be served, then PECO would have owned

and maintained the standard service-supply line as provided in Section 6.1 of its Tariff.

III.

Whether PECO violated the terms of its Tariff Because it did not Repair the Underground Cable

Last, DCNR contends that the Code requires public utilities to provide reasonable service and make repairs to such service and facilities necessary to serve its customers and the public. The Code prohibits a public utility from imposing a cost on a customer other than as specified in its tariff. DCNR argues that by failing to make the repairs to the underground cable PECO imposed costs on one of its customers, DCNR, which was not specified in PECO's Tariff in violation of the Code.

The Commission's conclusion that PECO did not violate the terms of its Tariff by refusing to repair the underground cable owned by DCNR was based on a thorough review of the record and supported by law.

Because PECO was not the owner of the underground cable, it had no responsibility to repair or maintain it.

The order of the Commission is affirmed.

BERNARD L. McGINLEY, Judge

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

John Norbeck, Director, Bureau of	:	
State Parks, Pennsylvania Department	:	
of Conservation and Natural	:	
Resources,	:	
	:	
Petitioner	:	
	:	
v.	:	
	:	
Pennsylvania Public	:	
Utility Commission,	:	No. 1943 C.D. 2010
	:	
Respondent	:	

ORDER

AND NOW, this 28th day of July, 2011, the Order of the Pennsylvania Public Utility Commission in the above-captioned case is hereby affirmed.

BERNARD L. MCGINLEY, Judge

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Harrisburg, PA 17101

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