

December 9, 2013

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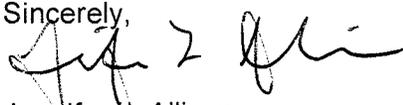
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Patricia C. Manganaro v. Duquesne Light Company
Docket No. C-2012-2332929

Dear Secretary Chiavetta:

Enclosed please find Duquesne Light Company's Brief. A copy of this document has been served upon all parties in accordance with Commission regulations.

Sincerely,



Jennifer L. Allison
Attorney for Duquesne Light Company

Enclosure

cc: Edward J. Balzarini, Jr., Esq. (with enclosure)
William E. Lehman, Esq. (with enclosure)
Administrative Law Judge Mark A. Hoyer (with enclosure)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PATRICIA C. MANGANARO,	:	
	:	
Complainant,	:	
	:	
vs.	:	No: C-2012-2332929
	:	
DUQUESNE LIGHT COMPANY,	:	
	:	
Respondent.	:	

RESPONDENT DUQUESNE LIGHT COMPANY'S BRIEF

I. Introduction

This formal complaint arises from a dispute concerning the ownership of two utility poles that are located on Patricia Manganaro's property. On Memorial Day weekend of 2012, Ms. Manganaro lost electrical power. Tr. at 14. She lost service for approximately two to three days. Tr. at 14. A call came in as "no light" and Duquesne Light Company sent Troubleshooter John Klim to her residence to evaluate the situation. Tr. at 62.

Mr. Klim made an initial investigation of the ownership of the poles when he was first on the scene. He called in to the District Operations Center, and he was advised that Duquesne Light Company did not own the poles. A further investigation was conducted by Donald Piasecki's department at Duquesne Light Company. Mr. Piasecki verified that the poles in were not owned by Duquesne Light Company. Tr. at 90. As a courtesy, he sent a technician to Ms. Manganaro's property to explain that Duquesne Light Company was not responsible to replace the poles, and to explore the possibility of finding an alternate route for her electrical service.

After the outage, Ms. Manganaro spoke to a Duquesne Light Company representative. He advised her that Duquesne Light Company did not own the poles. Tr. at 15.

The ownership of the poles has been disputed since shortly after the poles fell down. The repair that Mr. Klim made was never intended to be a permanent repair. Tr. at 65. Because of the dispute before the Commission regarding the ownership of the poles, Duquesne Light Company has allowed the temporary repair to remain in place until the dispute is resolved. Duquesne Company continues to investigate the temporary repair to verify that it continues to be safe. Tr. at 65-66. Duquesne Light Company has no concerns that the temporary repairs are in any imminent danger of failing and creating a safety hazard. Tr. at 66.

II. Argument

A. Duquesne Light Company Has No Duty to Replace Customer Equipment

Duquesne Light Company has investigated the ownership of the poles, and has concluded that it does not own them. Tr. 76-79. The company keeps detailed records of its poles, and none of its records identify the poles in question as Duquesne Light Company poles.

Duquesne Light Company is required to provide electrical service one hundred feet from the property line. After one hundred feet, the customer is required to provide a point of attachment for Duquesne Light to use. Tr. at 66,90. This standard is found in Duquesne Light Company's Tariff. Tr. at 91. Tariff provisions have the full force and effect of law and are binding on a utility and its customers. *PPL Electric Utility Corp. v. Pa. Pub. Util. Comm'n*, 912 A.2d 386, 402 (Pa.Cmwlt. 2006); *Pennsylvania Electric Co. v. Pa. Pub. Util. Comm'n*, 663 A.2d 281, 284 (Pa.Cmwlt. 1995); *Brockway Glass Co. v. Pa. Pub. Util. Comm'n*, 437 A.2d 1067, 1070 (Pa.Cmwlt. 1981). Duquesne Light Company's Tariff provides that service installations shall be made in accordance with the Company's "Electric Service Installation Rules." *Duquesne Light Company Tariff*, Supplement No. 35, Second Revised Page No. 11.

Duquesne Light Company's Electric Service Installation Rules state, "The Company will furnish and install an overhead service line, (service drop), up to 100 feet from the property line nearest the Company's facilities...." See

https://www.duquesnelight.com/DLdocs/ForYourBusiness/CustomerService/ConstructionAndNewBusiness/ElectricalInstallationGuidelines/ElectricalInstallationGuidelines_orangeBook.pdf

“Overhead Service To A Building,” p. 14.

It is common to find customer-owned poles. Mr. Piasecki estimated that there are thousands of customer-owned poles in Duquesne Light Company’s service territory, and he even has one on his own property. Tr. at 93. The Commission has considered the issue of customer-owned poles and has not required a utility to assume ownership of these poles when the utility’s position is consistent with its tariff. *Richard W. Tyler v. PECO Energy Company*, Docket No. C-00956645, 1995 WL 945242 (Pa.P.U.C.).

Despite the fact that Duquesne Light Company did not have a duty to furnish electrical service beyond one hundred feet from the property line, the company made an effort to work with Ms. Manganaro and identify an alternate means of supplying her with service. Mr. Piasecki sent a technician to try to find an alternate route to provide electrical service to Ms. Manganaro. Tr. at 92. Duquesne Light Company was not going to charge Ms. Manganaro for its costs involved with the proposed solution, including the cost of equipment and labor. Tr. at 92-93. The technician produced an engineering drawing that outlined the proposed relocation, which was introduced into evidence as Duquesne Light Company Exhibit 2, but the relocation was not feasible because Ms. Manganaro’s property abuts a private lane and one of the owners would not grant permission for Duquesne Light Company to set a pole. Tr. at 92-93.

B. Duquesne Light Company Made Safe Temporary Repairs

Mr. Klim, Duquesne Light Company’s Troubleshooter, arrived at Ms. Manganaro’s property and verified the Duquesne Light Company did not own the poles that had fallen down, he could either de-energize the electrical lines and discontinue her service for safety reasons or he could make temporary repairs. Tr. at 62-63. As a courtesy, he elected to make temporary repairs until she could arrange to have the poles replaced. Tr. at 63. Mr. Klim used aluminum

wire to anchor the electrical wire to a tree, and at another point he used rope to lift the electrical wire away from the ground. Tr. at 63. At the lowest point, the line is 15 to 20 feet off of the ground. Tr. at 63.

The ownership of the poles has been disputed since shortly after the poles fell down. The repair that Mr. Klim made was never intended to be a permanent repair. Tr. at 65. Because of the dispute before the Commission regarding the ownership of the poles, Duquesne Light Company complied with Commission regulations and is staying termination of Ms. Manganaro's service until the resolution of this dispute. See 52 Pa. Code §56.141(b). Under normal circumstances, Duquesne Light Company would not allow a temporary repair to remain in place as long as the repair on Ms. Manganaro's property has. Tr. at 107. If the temporary repair became unsafe, Duquesne Light Company would remove the temporary repair. Tr. at 107.

Duquesne Company continues to investigate the temporary repair to verify that it continues to be safe, and Mr. Klim inspected it on October 19, 2013, the Saturday before the initial hearing was held. Tr. at 65-66. Duquesne Light Company has no concerns that the temporary repairs are in any imminent danger of failing and creating a safety hazard. Tr. at 66.

The Commission has considered a temporary repair made by tying a rope around an electrical wire and tying the rope to a tree, and it did not find a repair on this type to be per se unreasonable service. *Rebecca Mueller v. PECO Energy Company*, Docket No. C-2008-2028862, (Order entered November 23, 2010). In that case, the utility made a temporary fix in November of 2007, and did not communicate that action on the customer's part was required until August of 2008. *Id.* at 3-4. In the instant complaint, Ms. Manganaro was promptly notified that the poles were not owned by Duquesne Light Company and that she needed to arrange to have the poles replaced. In normal circumstances, Duquesne Light Company would not have allowed the temporary repair to remain in place as long as it has. Because of the dispute, rather

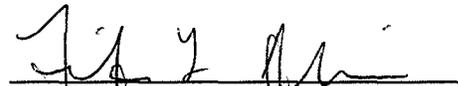
than disconnecting Ms. Manganaro's service, Duquesne Light Company continues to investigate the repair to verify that it continues to be safe.

III. Conclusion

When Duquesne Light Company received notice that Ms. Manganaro had an outage, it promptly sent an employee to investigate. He determined that the outage was caused by two poles that had fallen down, and worked with the company's operations center to verify that they were not owned by the company. Rather than terminating Ms. Manganaro's service while she arranged for the poles to be replaced, he made temporary repairs. Because the ownership of the poles is disputed, the temporary repair has remained in place far longer than is customary, so Duquesne Light Company has continued to investigate the repair to verify that it is safe. For the foregoing reasons, Respondent respectfully submits that it has provided Ms. Manganaro with reasonable service requests that this complaint be dismissed.

Respectfully submitted,

TUCKER ARENSBERG, P.C.



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Counsel for Respondent

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CERTIFICATE OF SERVICE

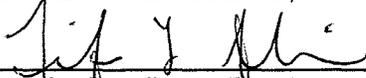
I hereby certify that I have this day served a true copy of the foregoing document upon the participant listed below in accordance with the requirements of 52 PA. Code § 1.54 (relating to service by a participant):

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Dated this 9th day of December, 2013

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