

December 23, 2013

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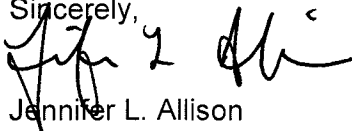
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

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

Dear Secretary Chiavetta:

Enclosed please find Duquesne Light Company's Reply 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 REPLY BRIEF

Respondent Duquesne Light Company hereby files the within Reply to Complainant's brief:

A. Complainant fails to establish that Respondent Duquesne Light Company made an unsafe repair to her electrical service.

The evidence does not support Complainant's assertion that Duquesne Light Company provided her with unsafe service. Duquesne Light Company employee John Klim made the initial repairs to Ms. Manganaro's service drop. Mr. Klim has 31 years of experience working in the electrical industry. Tr. 61-61. 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. (At no point were the wires directly strung through trees.) He has no concerns that the temporary repairs are in any imminent danger of failing and creating a safety hazard. Tr. at 66.

Patricia Manganaro testified that she believes that her service is unsafe because of interruptions in her power and because she had a fire at her house. Tr. at 28. She has no

background in electrical matters or any formal training in electrical engineering. Tr. at 31. She has not made any specific allegations of how a temporary repair has created an unsafe condition. These assertions cannot form a basis for finding in her favor. "Mere bald assertions, personal opinions or perceptions do not constitute evidence." *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987).

When a utility has made a temporary repair by tying a rope around an electrical wire and tying the wire to a tree, the Commission has only considered this to be unreasonable in connection to the utility's failure to promptly notify a customer that action was required on the customer's part. . *Rebecca Mueller v. PECO Energy Company*, Docket No. C-2008-2028862, (Order entered November 23, 2010). In this case, Duquesne Light Company promptly notified Complainant that Duquesne Light Company did not own the poles.

B. Complainant fails to establish that Pennsylvania law and statutes require an electrical utility to replace customer owned equipment at its own expense.

As Complainant argues, Respondent Duquesne Light Company does have a duty to provide service to its customers. 66 Pa. C.S.A. §1501. However, under its Tariff, it does not have a duty to provide electrical service that extends beyond 100 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.

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.). As Duquesne Light Company is not required to provide service past 100 feet from the property line and is not required to assume ownership of customer-owned poles, there is no reason that it should be required to install poles at its own expense that are beyond 100 feet from Ms. Manganaro's property line. When the poles first fell, Mr. Klim had the option

to make temporary repairs to allow Ms. Manganaro's service to be restored until she could have permanent repairs made, or he could remove the electrical wire. Tr. at 62-63. He made temporary repairs as a courtesy. If he had removed the wire, Ms. Manganaro would have been without power until she could have her poles replaced.

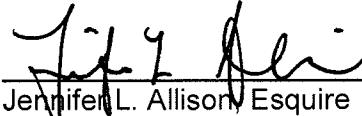
The case that Complainant cites, *Alderwoods (Pennsylvania), Inc. v. Duquesne Light Co.*, 2012 Pa. Super. 153, 52 A.3d 347, is not settled law. To the contrary, the Pennsylvania Supreme Court is currently considering the matter on appeal. *(Pennsylvania), Inc. v. Duquesne Light Co.*, 66 A.3d 763 (Mem). In an amicus brief in support of Duquesne Light Company, the Commission stated, "An electric utility has a duty to inspect its own transmission and distribution facilities. An electric utility's maintenance responsibility and legal duties end at the point of delivery, *i.e.*, **service point**, to the customer. The service point is where the utility's wiring ends and the customer's wiring begins." *Brief of Amicus Curiae Pennsylvania Public Utility Commission in support of Appellant Duquesne Light Company* at 4, *(Pennsylvania), Inc. v. Duquesne Light Co.*, 66 A.3d 763 (Mem)., No. 12 WAP 2013.

III. Conclusion

For the foregoing reasons, as well as those stated in Respondent Duquesne Light Company's main brief, 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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