
Colleen Hicks,		
v.		Docket No.:
PECO Energy Company		C-2024-3048178
Further Call-In		
Telephonic Hearing		

Pages 20 - 165		

Judge's Chambers
State Office Building
801 Market Street
Philadelphia, PA

Friday, November 15, 2024
Commencing at 10:00 a.m.

INDEX TO EXHIBITS

Docket No. C-2024-3048178

Hearing Date: November 15, 2024

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
Complainant's Exhibit 1	39	156
Aerial Photograph		
Complainant's Exhibit 2	40	156
Damage to Driveway Photo		
Complainant's Exhibit 3	40	156
Copy of Easement		

Complainant's Exhibit 4	41	156
Debris Photo		
Complainant's Exhibit 5	42	156
Debris Photo		
Complainant's Exhibit 6	--	--
Document		
Complainant's Exhibit 7	42	156
Burning Debris Photo		
Complainant's Exhibit 8	65	156
Photograph		
Complainant's Exhibit 9	66	156
Photograph		
Complainant's Exhibit 10	42	156
Larger Trees Photo		
Complainant's Exhibit 11	44	156
Houses Photo		
Complainant's Exhibit 12	44	156
PECO's Truck Photo		
Complainant's Exhibit 13	44	156
Tire Marks Photo		
Complainant's Exhibit 14	--	--

Document		
Complainant's Exhibit 15	44	156
Complaint		
Complainant's Exhibit 16	45	156
Response to Complaint		
Complainant's Exhibit 17	45	156
Response to Final Complaint		
Complainant's Exhibit 18	150	156
Document		
Complainant's Exhibit 19	150	156
Document		
Complainant's Exhibit 20	151	156
Document		
Complainant's Exhibit 21	151	156
Document		
Complainant's Exhibit 22	151	156*
Invoices		
PECO'S Exhibit 1	75	160
Complainant's Claim Form		
PECO'S Exhibit 2	76	160
Investigation Report		

PECO'S Exhibit 3

90

160

Trees

and Power Lines Photo

* Admitted with caveat.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**COLLEEN HICKS,
PETITIONER**

v.

Docket No: C-2024-3048178

**PECO ENERGY COMPANY,
RESPONDENT.**

SUMMARY

This unfortunate matter stems from Respondent's storm restoration activities in August 2023, which resulted in the dumping of a large amount of debris onto Petitioner's Property as well as damage to Petitioner's driveway. As detailed below, the Petitioner exhausted all methods to resolve the matter directly with the Respondent prior to filing informal and formal Complaints with the Pennsylvania Public Service Commission (PaPUC or Commission). As detailed below, the Commission has the authority to resolve Petitioner's issues with Respondent.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RELEVANT FACTS

1. Petitioner is the sole owner of the home located at 810 Roberts Way, Kennett Square, PA 19348 (the “Petitioner’s Property”). Petitioner’s Property is located in Pocopson Township in Chester County Pennsylvania. Petitioner has received electrical service from Respondent at the property since 2003.
2. Petitioner’s Property is several acres and contains a wooded area that also contains the drainage basin for Petitioner’s neighborhood (the Wooded Area”). **(Exhibit 1)**
3. Petitioner’s Property has a long driveway encompassing 3589 square feet (Petitioner’s Driveway”). **(Exhibit 2)**
4. On August, 11-12, 2023, storm conditions passed though the Chester County area and resulted in power outages. Electrical power was interrupted at Petitioner’s Property and the nearby vicinity.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

5. Petitioner was not present when Respondent's crews reported to Petitioner's Property on or about August 11-12, 2023 for power restoration activities.
6. Respondent is the grantee of an easement permitting ingress and egress on Petitioner's Property. **(Exhibit 3)**
7. On August 12, 2023, Respondent's crews entered Petitioner's Property using the driveway on Petitioner's Property to access the impacted electrical equipment for power restoration. Respondent's power restoration activities also involved vegetation management on the property adjacent to Petitioner's Property.
8. Respondent's restoration activities on property adjacent to Petitioner's Property resulted in the creation of a significant amount of tree debris. **(Exhibit 4)**
9. Upon Petitioner's return to Petitioner's Property on August 12, 2023, Petitioner was initially unaware of the presence a significant debris on Petitioner's Property. Petitioner observed minimal visible debris in the area of the restoration activities. **(Exhibit 5)**

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

10. On August 13, 2023, in the evening, Petitioner's neighbor at 812 Roberts Way (Petitioner's Neighbor") approached Petitioner to advise the Petitioner of the storm and also the presence of Respondent's crews on Petitioner's Property.
11. More specifically, Petitioner's Neighbor came to Petitioner's Property, rang the doorbell with recording capability and informed Petitioner that the Respondent's crews dumped a large amount of debris into the Wooded area on Petitioner's Property on the evening of August 12, 2024. **(Exhibit 6)** – True and Accurate Transcript of Conversation with Petitioner's Neighbor).
12. Petitioner's Neighbor was present during Respondent's activities on Petitioner's Property and provided Petitioner with a first-hand account of Respondent actions including the dumping debris from an adjacent property onto the Wooded Area of Petitioner's Property.
13. Petitioner's Neighbor reported that Respondent appeared to be using Petitioner's Property as a dump site. **(Exhibit 6)**

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

14. Petitioner is prepared to share the audio recording of Petitioner's conversation of the Petitioner's Neighbor who witnessed Respondent dump a large volume of material onto Petitioner's Property.
15. Upon notification by Petitioner's Neighbor of the Respondents improper actions, Petitioner inspected the Wooded Area on Petitioner's Property.
16. At that point on August 13, 2023, Petitioner discovered a large amount of debris with still fresh cuttings present on Petitioner's Property in the Wooded Area. **(Exhibits 7, 8, 9).**
17. Respondents had no reason to be in the vicinity of the Wooded Area on Petitioner's Property.
18. No trees on Petitioner's Property were impacted by Respondent's restoration activities. The trees on Petitioner's Property neither touch nor are located within the vicinity of Respondent's electrical equipment.
19. The trees on Petitioner's Property are located within the Wooded Area and were not implicated by the storm or the power restoration activities. **(Exhibit 10).**

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

20. The significant tree debris that was placed in Petitioner's Property did not originate from Petitioner Property but instead was transported approximately 50-100 feet to the Wooded Area on Petitioner's Property.
21. Petitioner's Neighbor also corroborated the source of the debris. Petitioner's Neighbor confirmed that the debris on Petitioner's Property originated from 1480 Marlboro Way, whose property is adjacent to Petitioner's Property. **(Exhibit 11)**
22. The transport of the tree debris some 50-100 feet past my Petitioner's home and further to a Wooded Area on Petitioner's Property establishes the intent of the Respondent's dumping activities.
23. Respondent incredulously alleges that Petitioner placed the debris on Petitioner's Property herself despite being out of town during the storm. Petitioner was neither doing tree management herself, nor had crews working during the storm.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

24. Petitioner like most homeowners does not have bucket trucks at her disposal to reach the heights of the vegetation management that was performed on the adjacent property.
25. The area of power restoration on Petitioner's Property that was impacted by Respondent's restoration activities was Petitioner's driveway.
26. Respondents used Petitioner's driveway to access their equipment and Petitioner's driveway was damaged during Respondent's access (**Exhibits 12, 13**).
27. Petitioner's driveway is not built to withstand the weight of large tree management vehicles whose weight can exceed 20,000 pounds depending on the number of axles.
28. Petitioner's driveway was constructed for residential and light delivery truck use only. (**Exhibit 14**)
29. Petitioner shared Petitioner's concerns regarding the damaged driveway, the illegal dumping and yard damage to a PECO representative who walked Petitioner's Property in late August or early September 2023.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

30. Respondent has refused to resolve these matters with the Petitioner.
31. Petitioner was ultimately forced to hire crews to dispose of the debris in January 2024, after giving Respondent over 6 months to address the improper dumping in order to permit the maintenance of Petitioner's lawn in that affect area.

PROCEDURAL HISTORY

32. On Monday August 14, 2023, Petitioner called Respondent to lodge a complaint regarding (1) the dumping of debris on the Property; (2) the damage to Petitioner's yard, driveway and (3) the dumping of debris on Petitioner's Property.
33. On Tuesday, August 15, 2024, Petitioner submitted a written complaint to Respondent regarding the damage to Petitioner's Property. **(Exhibit 15)**
34. On August 24, 2023, Petitioner filed an online complaint with Respondent regarding the matter.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

35. On September 2, 2023, PECO informed Petitioner via email that Petitioner's responsibility to remove the debris after Petitioner clearly explained that the debris was carried onto Petitioner's Property by the Respondent's own personnel. **(Exhibit 16)**
36. On October 16, 2023, Petitioner filed an informal Complaint with the Commission.
37. On January 23, 2024, the Commission informed the Petitioner that Respondent provided the same denial of responsibility to the Commission with respect to the dumping activity on Petitioners Property as was provided to Petitioner. **(Exhibit 17)**.
38. On April 5, 2024, Petitioner filed a formal Complaint that is the subject of the current hearing before the Commission.
39. Petitioner unsuccessfully engaged in a settlement negotiations with Respondent.
40. On April 25, 2024, Respondent filed an Answer to Petitioner's Complaint with New Matter to Petitioner's Formal Complaint.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

41. On May 10, 2024, Petitioner responded to Respondent's New Matter.

RELEVANT LAW and AUTHORITY

42. *Township of Pocopson Ordinance, Chapter 101. Littering. § 101.*

No person, partnership, firm or corporation shall from the date of the enactment of this chapter deposit or permit or cause to accumulated on any lands within the Township and within a distance of 100 feet from any stream, watercourse or public road or highway any garbage, waste, trash or rubbish.

(Exhibit 18).

43. *Pa Code Ch. 65, Title 18. Nuisance. 6501(3).* A person is guilty of an offense if he: (1) causes any waste, glass, metal, refuse or rubbish upon.... the land of another or into the waters of the Commonwealth. **(Exhibit 19)**

44. *Pa Code Ch. 3 – Public Utility Commission, § 314 – Investigations of interstate rates, facilities, service. (Exhibit 20) and § 331 - Investigations and Hearings (Exhibit 21)*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

45. Indenture dated April 29, 1993, between Blanton Group, Inc. And Philadelphia Electric Company (“the Easement”) **(Exhibit 3)**

PETITIONER’S ARGUMENTS

46. Respondent simply cannot dump debris from other property and place it onto Petitioner’s Property because no one is present to stop them. Respondent has grossly and blatantly violated the laws the Commonwealth of Pennsylvania but also Pocopson Township where the Petitioner’s Property is included.
47. Respondent’s dumping activities on Petitioner’s Property did not involve power restoration activities or vegetation management. This evidenced by Respondent’s actions in intentionally transporting debris 50-100 feet from adjacent property onto Petitioner’s Property.
48. There is direct evidence of Respondents actions. Respondent’s actions were observed by a witness who has provided consent to a recording of his eyewitness account of Respondent’s activities on Petitioner’s Property.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

49. Petitioner neither gave nor would have given permission if Petitioner was present. Respondent simply took advantage of Petitioner's absence to use a Wooded Area on Petitioner Property to wrongfully dispose of a significant amount of tree debris and yard waste.
50. The Easement on Petitioner's Property requires Respondent to remove any debris involved with their activities on Petitioner's Property and Respondent has refused to comply with the requirements of the Easement.
51. Further, the debris that was dumped on Petitioner's Property was not connected to restoration efforts on Petitioner's Property. As explained below, the only restoration activities that occurred on Petitioner's Property involved the use of Petitioner's driveway to access Respondent's electrical equipment and the trees on adjacent properties. Respondent took advantage of the Wooded Area of Petitioner's Property to improperly dispose of the debris in Petitioner's absence. **(Exhibits 7-10)**
52. Petitioner would not have permitted the debris to be placed on Petitioner's Property had Petitioner been home.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

53. Respondent also violated the terms of the Easement on Petitioner's Property. Said easement gives Respondent the, "right of ingress and egress and the right to trim and keep trimmed, cut down and *remove, in a workmanlike manner all trees , roots, and branches of trees to the extent determined by Grantee.....* (Emphasis Added) (**Exhibit 3**).

54. While Respondent has authority under the easement to enter Petitioner's Property, it also had an obligation to remove any tree debris impact. Respondent is not only breaking the law by dragging debris to Petitioner's Property but Respondent is also abrogating the terms of the Easement that runs on Petitioner's Property.

55. Respondent does not deny the illegal dumping of debris on Complainant's Property. Respondent has claimed that its actions are part of its business practices and that it is Complainant's responsibility to remove the debris illegally dumped by Respondent. (**Exhibit 16**). Alternatively, Respondent has suggested that Petitioner, despite being out of state during the storm, placed the heavy debris of various sizes and including debris with

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

a circumference of 6-10 inches, in her background and had access to bucket trucks reaching heights of 40 feet into the air.

56. Respondent's crews knew or should have known that the dumping activity on Petitioner's private Property was at a minimum improper and illegal.
57. Respondent's business practices and specific actions create unsafe conditions on Complainant's property. The Wooded area also includes the storm drainage basin for Petitioner's neighborhood that Respondent is responsible for maintaining. PECO's actions also threaten the storm water management of Petitioner's community.
58. Respondent accessed Petitioner's driveway to perform their restoration activities. In doing so, Respondent deployed heavy industrial vegetation management and line trucks weighing tons onto Petitioner's driveway.
59. The driveway on Petitioner's Property was not constructed to bear the burden of large commercial vegetation management trucks and consequently was damaged by the weight of respondent's trucks

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

60. Respondent has refused to acknowledge the damage to Petitioner's driveway caused by their heavy commercial trucks.

RELIEF SOUGHT

61. Pursuant to the Commission's authority under Pa Code Ch. 66, Petitioner respectfully request that the Commission do the following:

- a. Enter findings with respect to Petitioner's claim and offers of proof.
§331(b)(2)
- b. Order Respondent to engage in meaning settlement discussions or arbitration with Petitioner to resolve Petitioner's claims based on findings of fact. §331(d)(6)
- c. Rule upon the Petitioner's offers of proof provided herein. §331(d)(3)
- d. Investigate the management of Respondents easement compliance and vegetation management activities based on the facts and proof offered herein. §331(a); and,
- e. Order subpoenas as necessary to substantiate Respondents claims.
§331(d)(2)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SUMMARY

62. For the reasons and evidence provided herein, Petitioner respectfully requests that the Commission grant Petitioner the relief requested.

Respectfully Submitted,

/s/ Colleen Hicks

Colleen Hicks

810 Roberts Way

Kennett Square, PA 19348

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

EXHIBIT LIST

1. Aerial View of Petitioners Property and adjacent Properties.
2. South facing view of Petitioner's Driveway.
3. Indenture dated April 29, 1993, between Blanton Group Inc. ("Grantor") and Philadelphia Electric Company ("Grantee")
4. Picture of Tree Debris in Petitioner's Wooded Area.
5. Picture of Area of Power Restoration and Vegetation Management.
6. Transcript of First Hand Witness Account of Dumping on Petitioner's Property dated September 1, 2024
7. Picture of Large Logs being Disposed of January 2024 #1
8. Picture of Large Logs being Disposed of January 2024 #2
9. Picture of Large Logs being Disposed of January 2024 #3
10. Picture indicating the east facing of the Wooded Area on Petitioners Property.
11. Picture of Petitioners Property and Adjacent Properties
12. Picture of Petitioner Driveway Damage #1

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

13. Picture of Petitioner Driveway Damage #2
14. Pocopson Township Ordinance re Street Construction ¶ (f)
15. Petitioner's August 15, 2024, Complaint to respondent
16. September 2, 2024, email from Respondent indicating Petitioner is responsible for debris in response to Petitioners Complaint.
17. January 23, 2024, Letter from Commission to Petitioner after consultations with Respondent
18. Pocopson Township Littering Ordinance ch. 101
19. 65 Pa Code §6501 (Nuisances)
20. 65 Pa Code – Public Utility Commission. §314
21. Pa. Code - Public Utility Commission §331

B
P
C
L

Ex 1

File No.: 12-02486077

Case No.: 1195871026

State: PA

Zip: 19348



Subject
810 ROBERTS WAY
KENNETT SQUARE, PA 19348

Google

Map data ©2014 Google, Imagery ©2014, DigitalGlobe, U.S. Geological Survey

Ex 2



35-22135

THIS INDENTURE, made this 29th day of April A.D. 1993, between BLANTON GROUP, INC., a PA Corporation, (hereinafter called the Grantor), of the one part, and PHILADELPHIA ELECTRIC COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantee), of the other part:

WHEREAS, The Grantor(s) is the owner(s) of premises situate on the northeast side of Marlborough Springs Road, in the Townships of East Marlborough and Pocopson, County of Chester, Commonwealth of Pennsylvania, as more particularly described in a Deed dated January 14, 1993, and recorded in the Office of the Recorder of Deeds, in the aforesaid County, in Deed Book 3461, page 500 &c.,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Grantor(s) for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money unto it well and truly paid by the Grantee at and before the sealing and delivery of this Indenture, the receipt whereof is hereby acknowledged, do(es) hereby give and grant to the said Grantee, and its successors the perpetual right, liberty, privilege and authority to locate, relocate, construct, erect, install, renew, replace, add to, operate and maintain on, over, under, along, across and within said premises such communication, gas and electric transmission and distribution facilities as from time to time the Grantee, its successors or assigns, shall determine are necessary or proper to supply said premises and those adjacent thereto with communication service and gas and electricity, for the service of light, heat and power (hereinafter referred to as facilities), together with the right of ingress and egress and the right to trim and keep trimmed, cut down and remove, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said Grantee, its successors and assigns, to provide sufficient clearance for the protection of the aforesaid facilities; together with the right to attach said facilities to the buildings erected or to be erected on said premises.

The aforesaid rights are granted under and subject to the following conditions:

(1) The Grantee may install and construct said facilities inside and within three (3) feet outside the right of way limits of all roads as now existing or as may be subsequently established within the premises, also the right to install outside said three (3) feet of said roads, such anchors and guy as may be necessary to stabilize any poles. In addition Grantee may also construct, install and maintain electric transformers, pads enclosures, wires, cables and other appurtenances within an area not to exceed 15 feet of either side of all common lot lines and up to but not exceeding 15 feet outside of the right of way limits of any existing or future roads. The location of any other facilities to be constructed, installed and maintained by virtue of this agreement shall be shown and delineated on plans prepared by Grantee, copies of which will be in possession of the parties hereto having been approved by them, which approval shall not be unreasonably withheld;

(2) The final grades of all locations where the facilities are to be constructed on said premises are to be established by Grantor(s) prior to the construction of said facilities;

(3) Grantor(s) agrees(s) to establish and stake property lines as needed before said facilities are constructed;

(4) Grantor(s) agrees(s) to reimburse the Grantee for any excess cost incurred due to changes deemed feasible in the opinion of Grantee and made in facilities constructed hereunder to accommodate Grantor(s) in accordance with the then effective provisions of its tariff;

(5) Grantor(s) agrees(s) to keep the area where underground facilities are located clear of trees, shrubs, buildings or any other permanent structure which could, in the opinion of Grantee, interfere with the construction, maintenance or use of the said facilities as provide for under the terms of this agreement;

(6) Grantor(s) agrees(s) that the initial exercise of any of the powers and rights herein granted shall not be construed as limiting Grantee's rights and privileges hereunder;

(7) Any utility easement shown on the developers' recorded plan shall not be construed as limiting the Grantee's right hereunder.

(8) Grantor reserves the right to approve plans as set forth in Paragraph (1) herein on all lots sold out of the herein described premises until all such facilities initially required to provide service to the premises have been installed.

The conditions herein contained shall enure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

CK 3565 PG 0909

IN WITNESS WHEREOF, the said Grantor(s) to these presents has hereunto set its hand and seal. Dated the day and year first above written.

EXECUTED THIS 29th DAY OF April

A.D. 1993.

ATTEST:

BLANTON GROUP, INC.

Warren L. Blanton
SECRETARY

BY: Warren L. Blanton
PRESIDENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Delaware

On this, the 29th day of April, 1993, before me, a Notary Public, personally appeared Warren L. Blanton who acknowledged himself to be the President of Blanton Group, Inc., a PA Corporation, and that he as such is President, being authorized to be so executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jennifer Paula Lichman
NOTARY PUBLIC
My commission expires: 6-10-96

NOTARIAL SEAL
JENNIFER PAULA LICHMAN, Notary Public
Concord Township, Delaware County
My Commission Expires June 10, 1996

EN3565PG0910

RECORDER OF DEEDS
CHESTER COUNTY, PA

040117

93 JUN -3 PM12: 21



040117
MISC
WRIT TAX

13.00
0.50

TURN TO

*Ac Co
Box*



1350

BK 3565 PG 0911

Official Copy

Ex 4



Ex 5

FENCE



Exhibit B

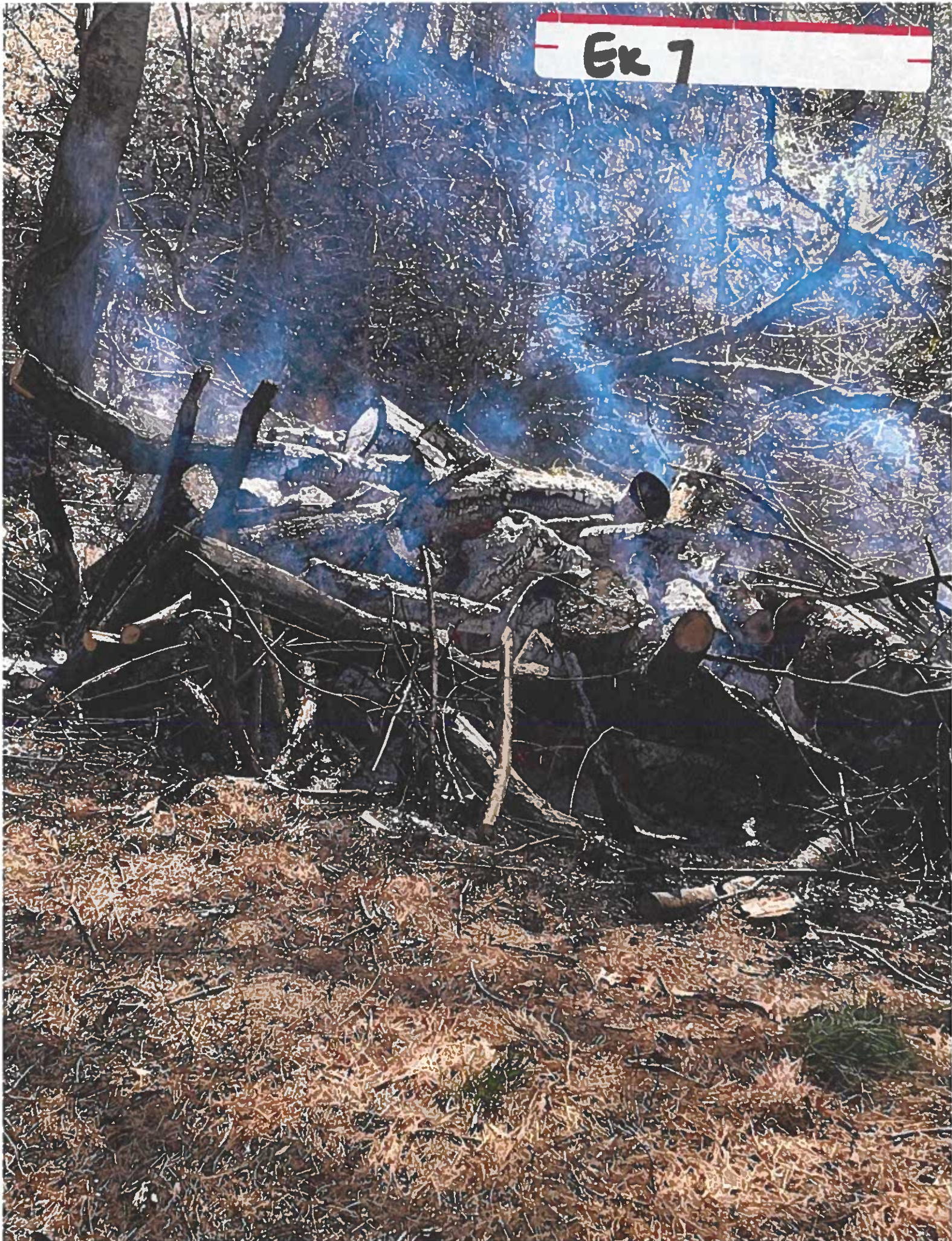
FENCE



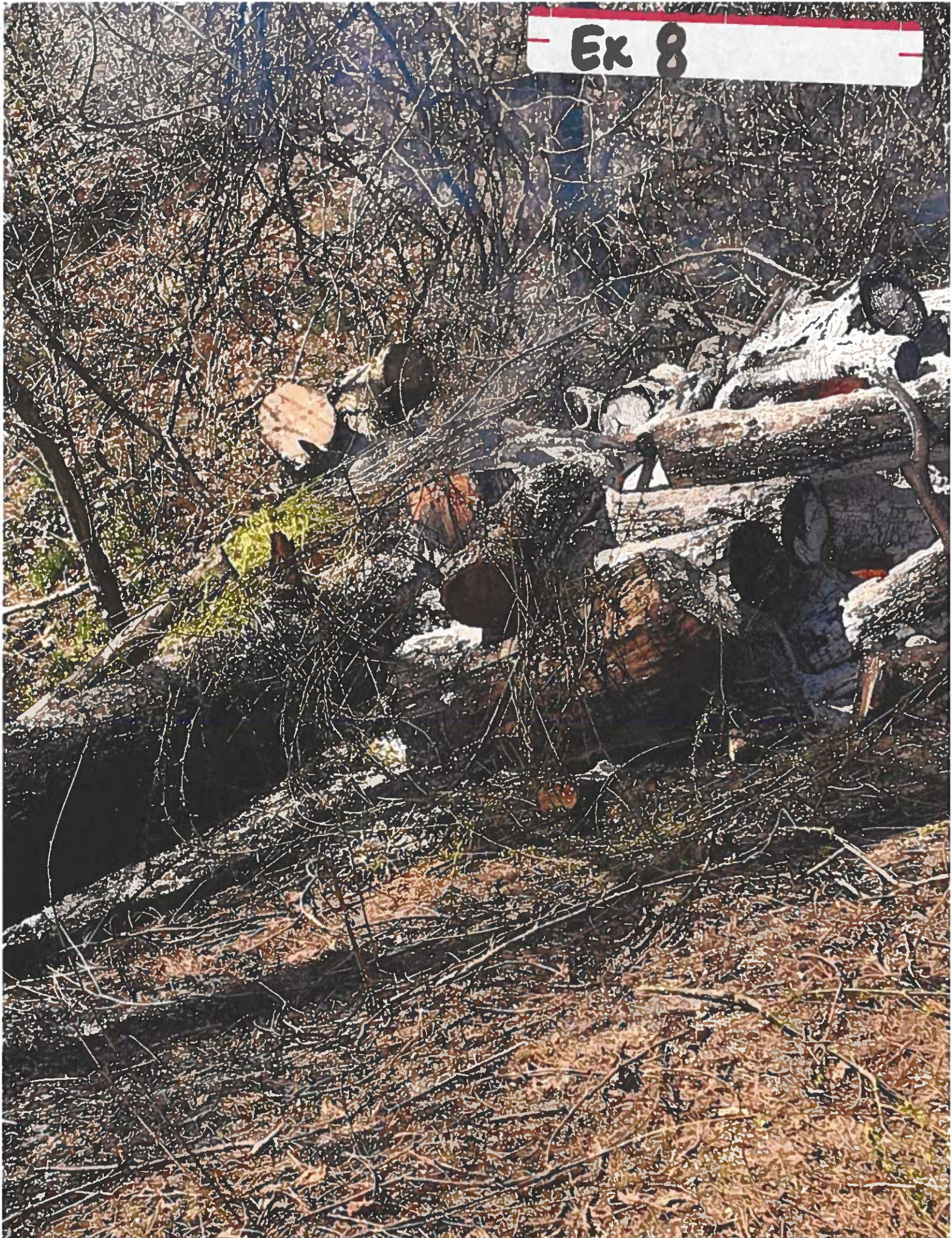
PROPERTY LINE



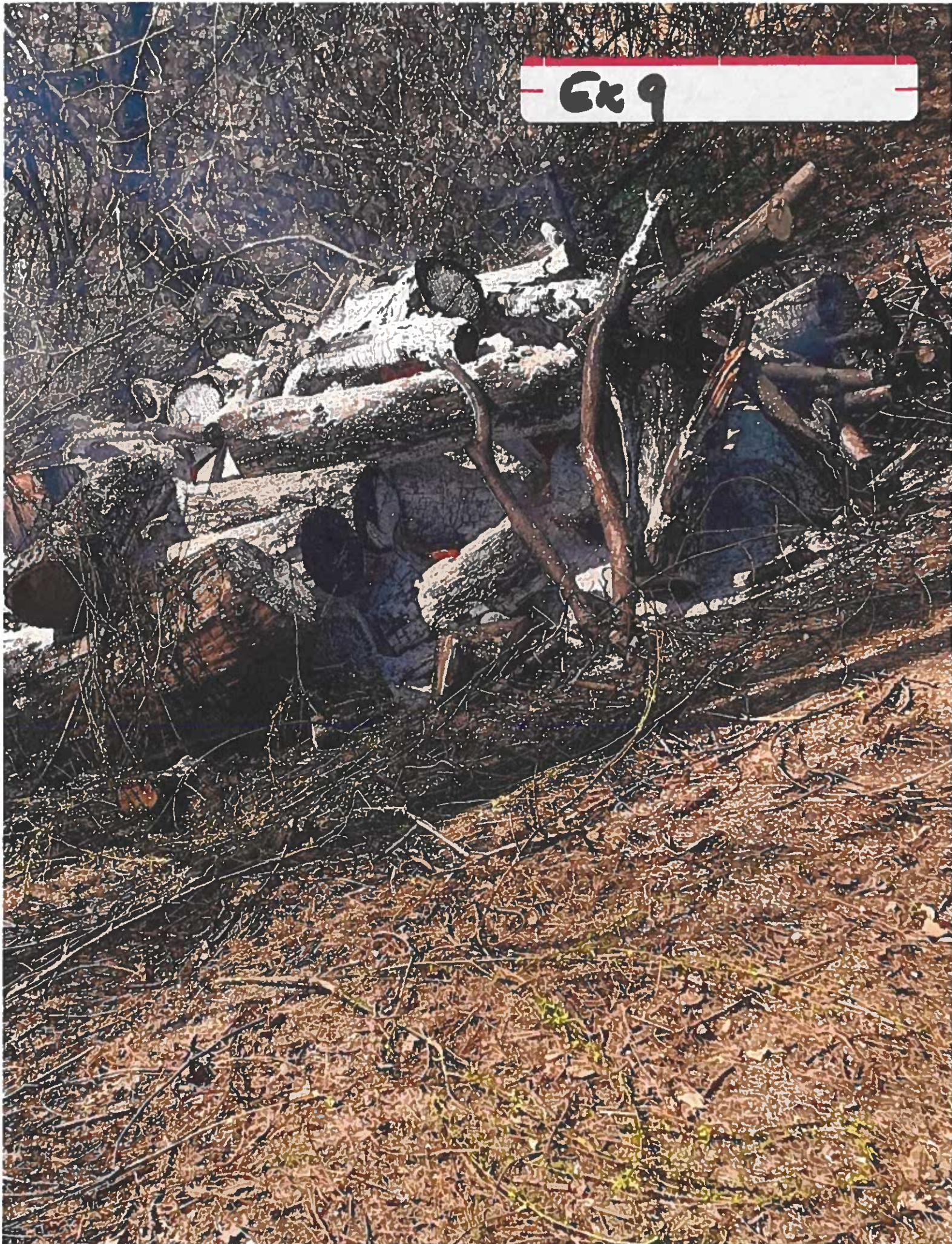
Ek 7



Ex 8



Ex 9



Ex 10



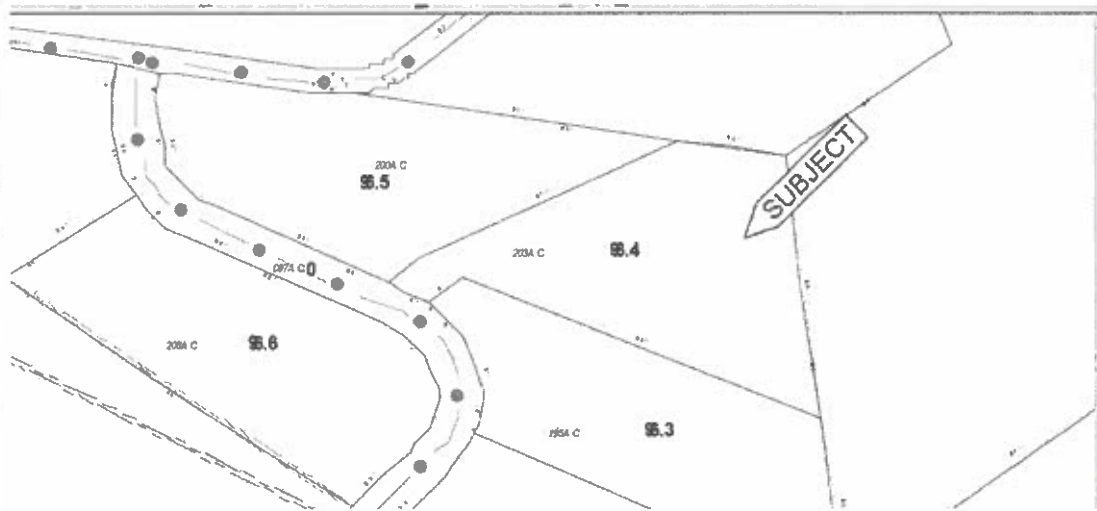
Ex 11

File No.: 12-02486077

Case No.: 1195871026

State: PA

Zip: 19348



Ex 12



Ex 13



PECO CLAIM REGISTRATION FORM

Claims Division
1-877-538-7769

Dear PECO Customer:

To register your claim with PECO, please print out and return a completed claim registration form. You may e-mail it to pecoclaims@exeloncorp.com, fax it to 215-841-4919, or mail the form to the following address: PECO Energy, Claims Division, S16-1, 2301 Market Street, Philadelphia, PA 19103.

Once this form is received in our office, you will be contacted by one of our Case Managers.

Colleen Hicks

Name

[Redacted]

Mailing Address

[Redacted]

City, State, Zip

PECO Energy Account No. (if applicable)

[Redacted]

Phone No.

[Redacted]

E-mail Address

8/12/23 or 8/13/23 @ 4:30 pm *

Date & Time of Loss or Damage

810 Roberts Way

Address of Loss Location

Kennett Square, PA
19348

Please describe the details of the incident and list the item(s) damaged.

1. drive way damaged by heavy ^{PECO} vehicle
2. ~ 15 feet rut ~ 6 inch to 1 foot deep
3. grass damaged / uprooted
4. Large trees were deposited on ^{prop} drainage basin

Signature

[Redacted Signature]

Date

8/14/23

in violation of
recorded
property deed
restrictions an.

THIS FORM IS A REQUEST FOR INFORMATION ONLY AND DOES NOT CONSTITUTE ANY ADMISSION OF LIABILITY ON THE PART OF PECO ENERGY COMPANY

Pocopson Township
ordinances.

* I was not home at time. When I returned home on 8/13/23 damage was present.

< Trees & Power Lines

Our Crews Respond Quickly to Storm Damage

Adverse weather conditions, such as strong winds and storms, can injure trees and tree limbs. In turn, broken or split tree limbs or uprooted trees can damage overhead electric lines and cause power outages.

Notify PECO: 1-800-841-4141

If you see a broken tree limb lying on a power line or likely to fall on a power line, do not touch it. Please report it by calling 1-800-841-4141. Always try to avoid tree limbs near power lines and do not make contact with the tree. If possible, also notify neighbors to stay clear.

If you are able to safely observe the situation, please provide the following information when you call PECO:

- Is the injured tree or broken tree limb contacting a power line or could it potentially fall on a power line?
- Is the power line between two poles, or between a pole and a home or building?
- Are there any other potentially dangerous situations evident, such as proximity to schools, playgrounds, bodies of water or existence of nearby wildlife/livestock?

Debris Disposal

Our first priority in response to any storm is to restore electric service to customers as quickly and as safely as possible, and to keep electrical facilities safe. To achieve these goals, PECO clearance crews have specific duties which differ from customer obligations.

PECO Responsibility: Cutting, trimming or removing trees or branches from our equipment in an effort to restore service and ensure future reliability.

Customer Responsibility: The disposal of branches, logs or other debris associated with trees damaged by storms, ice, winds or other natural causes, as well as debris from unscheduled emergency work.

Please note, PECO cannot assist customers with the disposal of tree debris, as it would impede our crews' ability to respond in a timely manner to other power outage situations and it could also create safety concerns.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
BUREAU OF CONSUMER SERVICES
400 NORTH STREET, HARRISBURG, PA 17120

Ex 17

IN REPLY PLEASE
REFER TO OUR FILE

Date: 1/23/2024

Case #: 3948922

Colleen Hicks
810 Roberts Way
Kennett Square PA 19348

Dear Colleen Hicks:

On 10/16/2023 you contacted the Public Utility Commission's Bureau of Consumer Services and filed an informal complaint against PECO Energy. You stated that following a storm back in August 2023, PECO dispatched a storm crew to the area to restore service. You said that as part of the restoration work, crews were required to cut down trees on neighboring properties. You said that none of the trees that were required to be cut were located on your property; however, the PECO crew decided to dump the debris on your property because your land is partially wooded and the driveway allowed them access.

PECO Energy reported that an investigation into your claim revealed that a company overhead electric distribution circuit was impacted by downed vegetation due to storm activity on 8/11/2023. The company stated that you submitted a complaint related to that storm and on 8/15/2023 a company inspector met with you to review that complaint which was related to your lawn and driveway. PECO said that during that visit, the inspector informed you of PECO's storm policy regarding tree debris.

PECO Energy stated that the company has completed the lawn restoration as requested; however, no consideration can be granted towards your request to remove the tree debris.

Please note, at the informal level, the Bureau of Consumer Services has limited authority to resolve your service issue, and we have closed your informal complaint. However, you do have the right to file a formal complaint where your service issue may be further addressed. You do not need a lawyer to file a formal complaint if you have a residential service account. The formal complaint process involves a legal proceeding before a PUC Administrative Law Judge (ALJ), similar to a trial. This means that you and the utility must present facts on the issues raised in your complaint to the ALJ. You must participate in a hearing, respond to questions from the utility, and prove why the judge should uphold your position.

If you would like formal complaint forms, visit our website at www.puc.pa.gov or call 717-772-7777. If you need to contact our office, please call 1-800-692-7380. Please reference the case number listed above. Thank you for contacting the Public Utility Commission.

Sincerely,

Tom Harding
Bureau of Consumer Services

The logo consists of the text "Ex 18" in a bold, black, sans-serif font. The "Ex" is larger and more prominent than the "18".

Township of Pocopson, PA
Thursday, September 5, 2024

Chapter 101. Littering

[HISTORY: Adopted by the Board of Supervisors of the Township of Pocopson in 1954, as amended through May 1972. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Parks and recreation areas — See Ch. 147.

§ 101-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

PERSON

Any natural person, corporation, partnership, joint venture, sole proprietorship, firm, association and any other entity of whatever type.

REASONABLE ATTORNEYS' FEES

All those attorneys' fees incurred by the Township in bringing an action to enforce this chapter and collect fines and penalties in connection therewith and shall be at that hourly rate annually approved by the Board for the Township Solicitor.

[1] *Editor's Note: Added at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

§ 101-2. Accumulation prohibited.

No person, partnership, firm or corporation shall from the date of the enactment of this chapter deposit or permit or cause to accumulate on any lands within the Township and within a distance of 100 feet from any stream, watercourse or public road or highway any garbage, waste, trash or rubbish.

§ 101-3. Removal of litter.

In addition to the penalty for violation of this chapter hereinafter provided, the Supervisors may, in the event of the failure of the owner, occupier or possessor of any land on which a deposit or accumulation exists, cause the same to be removed and removal in summary proceedings.

§ 101-4. Violations and penalties.

Any person, partnership, firm or corporation violating the provisions of § 101-2 of this chapter shall, upon being found liable thereof in a criminal enforcement proceeding, pay a fine of not more than \$1,000, plus court costs and reasonable attorneys' fees, and may be incarcerated for a period not exceeding 90 days for each and every violation. Such fine, costs, attorneys' fees, and incarceration, after being reduced to a final, unappealed judgment, shall be enforced by the Township pursuant to the applicable Rules of Criminal Procedure. Each twenty-four-hour period during which failure to comply continues shall constitute a separate violation. The Township Code Enforcement Officer shall initiate criminal enforcement proceedings in order to achieve compliance with this chapter.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).*

CHAPTER 65
NUISANCES

Ex 19

Sec.

- 6501. Scattering rubbish.
- 6502. Refrigerators and iceboxes.
- 6503. Posting advertisements on property of another.
- 6504. Public nuisances.
- 6505. Discarding television sets and tubes.

Enactment. Chapter 65 was added December 6, 1972, P.L.1482, No.334, effective in six months.

§ 6501. Scattering rubbish.

(a) **Offense defined.**--A person is guilty of an offense if he:

- (1) causes any waste paper, sweepings, ashes, household waste, glass, metal, refuse or rubbish, or any dangerous or detrimental substance to be deposited into or upon any road, street, highway, alley or railroad right-of-way, or upon the land of another or into the waters of this Commonwealth;
- (2) interferes with, scatters, or disturbs the contents of any receptacle containing ashes, garbage, household waste, or rubbish; or
- (3) is the owner or operator, or an agent of either, of a trash, garbage or debris collection vehicle, including private automobiles and small trucks, or any other type of vehicles used to collect or transport trash, garbage or debris, who knowingly causes to be deposited or deposits the vehicle's load or any part thereof upon any road, street, highway, alley or railroad right-of-way, or upon the land of another or into the waters of this Commonwealth.

(b) **Penalty.**--

(1) A person who violates subsection (a)(1) or (2) is guilty of a summary offense for the first offense and upon conviction thereof shall be sentenced to pay a fine of not less than \$50 nor more than \$300 and be required to pick up litter or illegally dumped trash for not less than five nor more than 30 hours to be completed within six months, or to imprisonment for not more than 90 days, or both.

(2) A person who violates subsection (a)(1) or (2) is guilty of a misdemeanor of the third degree for the second and subsequent offense and upon conviction thereof shall be sentenced to pay a fine of not less than \$300 nor more than \$1,000. The person also may be sentenced to imprisonment or be required to pick up litter or illegally dumped trash for not less than 30 nor more than 100 hours to be completed within one year.

(3) A person who violates subsection (a)(3) is guilty of a misdemeanor of the second degree for the first offense and upon conviction thereof shall be sentenced to pay a fine of not less than \$500 nor more than \$5,000. The person also may be sentenced to imprisonment or to performing a community service for a period not to exceed two years.

(4) A person who violates subsection (a)(3) is guilty of a misdemeanor of the first degree for the second or subsequent offense and upon conviction thereof shall be sentenced to pay a fine of not less than \$1,000 nor more than \$10,000. The person also may be sentenced to imprisonment or to performing a community service for a period not to exceed five years.

(5) Any vehicle, equipment or conveyance, including any private automobile and small truck, used for the transportation

commissioners, or one or more administrative law judges appointed as provided in this chapter. The functions of all presiding officers shall be conducted in an impartial manner. Any such officer may at any time withdraw from a proceeding if he deems himself disqualified, and, upon the filing in good faith of a timely and sufficient affidavit of personal bias or disqualification of any such officer, the commission shall determine the matter as a part of the record and decision in the proceeding.

(d) Authority of presiding officers.--In addition to any administrative rules of procedure contained in this part, the commission may adopt and publish such additional rules of procedure as are not inconsistent with this part. Officers presiding at hearings shall have authority subject to the published rules of the commission and within its powers, to:

- (1) Administer oaths and affirmations.
- (2) Issue subpoenas authorized by law.
- (3) Rule upon offers of proof and receive relevant evidence, take or cause depositions to be taken whenever the ends of justice would be served thereby.
- (4) Regulate the course of the hearing.
- (5) Require persons requesting to make a statement at a public input hearing to state their name, occupation and place of employment for the record.
- (6) Hold conferences for settlement or simplification of the issues by consent of the parties.
- (7) Dispose of procedural requests or similar matters.
- (8) Make decisions or recommend decisions in conformity within this part.
- (9) Take any other action authorized by commission rule.

(e) Interlocutory appeals.--A presiding officer may certify to the commission, or allow the parties an interlocutory appeal to the commission on any material question arising in the course of a proceeding, where he finds that it is necessary to do so to prevent substantial prejudice to any party or to expedite the conduct of the proceeding. The presiding officer or the commission may thereafter stay the proceeding if necessary to protect the substantial rights of any of the parties therein. The commission shall determine the question forthwith and the hearing and further decision shall thereafter be governed accordingly. No interlocutory appeal to the commission shall otherwise be allowed, except as may be allowed by the commission.

(f) Declaratory orders.--The commission, with like effect as in the case of other orders, and in its sound discretion, may issue a declaratory order to terminate a controversy or remove uncertainty.

(g) Official notice defined.--As used in this chapter the term "official notice" means a method by which the commission may notify all parties that no further evidence will be heard on a


Ex 20

SUBCHAPTER B
INVESTIGATIONS AND HEARINGS

- Sec.**
- 331. Powers of commission and administrative law judges.
 - 332. Procedures in general.
 - 333. Prehearing procedures.
 - 334. Presiding officers.
 - 335. Initial decisions and release of documents.

Cross References. Subchapter B is referred to in sections 2310, 3305 of Title 58 (Oil and Gas).

§ 331. Powers of commission and administrative law judges.

(a) General rule.--The commission may, on its own motion and whenever it may be necessary in the performance of its duties, investigate and examine the condition and management of any public utility or any other person or corporation subject to this part. In conducting the investigations the commission may proceed, either with or without a hearing, as it may deem best, but it shall make no order without affording the parties affected thereby a hearing. Any investigation, inquiry or hearing which the commission has power to undertake or hold shall be conducted pursuant to the provisions of this chapter.

(b) Assignment of proceedings; powers of chairman.--All on-the-record proceedings shall be referred to an administrative law judge for decision except that in those proceedings involving a rate determination, safety matters, rulemaking procedures, unprotected applications or matters covered by section 335(a)(1) (relating to initial decisions), the commission may authorize the chairman to assign cases as provided in paragraphs (2) and (3); and, in addition, the commission may authorize the chairman to:

- (1) Designate the time and place for the conducting of investigations, inquiries and hearings.
- (2) Assign cases to a commissioner or commissioners for hearing, investigation, inquiry, study or other similar purposes.
- (3) Assign cases to special agents or administrative law judges for the taking and receiving of evidence.
- (4) Direct and designate officers and employees of the commission to make investigations, inspections, inquiries, studies and other like assignments for reports to the commission.

(5) Be responsible through the secretary for specifically enumerated daily administrative operations of the commission.

(c) Requirements for presiding officers.--There shall preside at the taking of evidence the commission, one or more

Ex 21

#6280

927652

Statement		DATE	TERMS	
TO	Colleen Hicks			
Dasa Landscape LLC				
02/19 2024	Floor Varnish and Paint			
	Base Board 9 hrs	\$45	hrs	\$405
02/30 2024	Paint and			
	Move things of room	\$45	hrs	\$315
02/20 2024	Floor installation			
	6 hrs	\$45	hrs	\$270
✓ 02/22 2024	cut Branches			
	7 hrs	\$45	hrs	\$315
✓ 02/23 2024	cut Branches			
	7 hrs	\$45	hrs	\$315
CURRENT		OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT
				620

927655

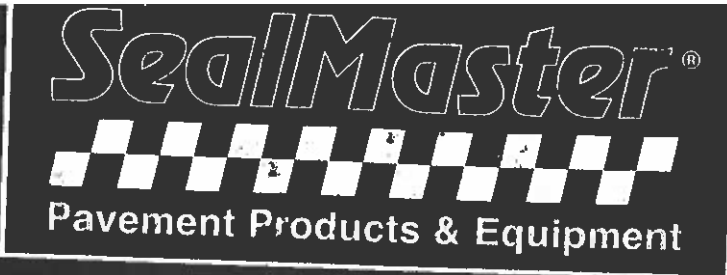
Statement DATE _____ TERMS _____

TO Colleen Hicks

BY ACCOUNT WITH Dasa Landscape LLC

3/11/2024	Varnish application	5 hrs	\$45	hrs	\$225
3/12/2024	Polyurethane application and cut Branches	9 hrs	\$45	hrs	\$405
3/12/2024	Base board installation and cut Branches	19 hrs	\$45	hrs	\$855
3/13/2024	cut Branches	8 hrs	\$45	hrs	\$360
3/14/2024	cut Branches	8 hrs	\$45	hrs	\$360

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT \$2,205
---------	--------------	--------------	----------------------



MAINTAINING THE WORLD'S PAVEMENT

NAME _____

SEAL COATING CONTRACT

DATE 9-4-2024

ADDRESS _____

Job description of Blowing Driveway off, Filling in cracks, seal coating Driveway with oil Base sealer material - labor included - 3,589 sq feet normal Rate is \$1.10 per sq Discount Down to \$0.60 per sq = \$2150 / Fixing cracks \$900

JOB TOTAL _____

- DRIVEWAYS
- COMMERICAL AND RESIDENTIAL
- CRACK FILLING
- REPAIR

7 years
ALL WORK GUARANTEE

MAKE ALL CHECKS PAYABLE TO- TOM CORP

JACK CARROLL

THANK YOU FOR YOUR BUSINESS

803-646-2005



Direct Dial: 267-533-1830
khadijah.scott@exeloncorp.com

November 14, 2024

VIA E-MAIL

Honorable Eranda Vero, ALJ
Pennsylvania Public Utility Commission
801 Market Street, 4th Floor
Philadelphia, PA 19107

RE: Colleen Hicks v. PECO Energy Company
Docket No. C-2024-3048178
Date of Hearing: November 15th, 2024 @ 10:00 a.m.

Dear Judge Vero:

Enclosed please find a copy of PECO Energy Company's Exhibits 1 through 4, which it intends to use in the above referenced hearing. By copy of this letter, I am sending a copy of same to the Complainant.

Please call my direct dial number if you have any questions regarding this case.

Respectfully submitted,

A handwritten signature in blue ink that reads "Khadijah Scott". The signature is written in a cursive, flowing style.

Khadijah Scott

KS/ab
Enclosure

Cc: Colleen Hicks (via email)

EXHIBIT 1

PECO CLAIM REGISTRATION FORM

Claims Division
1-877-538-7769

Dear PECO Customer:

To register your claim with PECO, please print out and return a completed claim registration form. You may e-mail it to pecoclaims@exeloncorp.com, fax it to 215-841-4919, or mail the form to the following address: PECO Energy, Claims Division, S16-1, 2301 Market Street, Philadelphia, PA 19103.

Once this form is received in our office, you will be contacted by one of our Case Managers.

Colleen Hicks

[Redacted]

chicks25@msn.com

E-mail Address

8/12/23 or 8/13/23 @ 4:30pm. *

[Redacted]

PECO Energy Account No. (if applicable)

[Redacted]

Please describe the details of the incident and list the item(s) damaged.

1. drive way damaged by heavy ^{PECO} vehicle 19348
2. \approx 15 feet rut \approx 6 inch to 1 foot deep
3. grass damaged / uprooted
4. Large trees were deposited on ^{property} drainage basin

Signature

Colleen Hicks

Date

8/14/23

in violation of recorded property deed restrictions and Pocopson Township ordinances

THIS FORM IS A REQUEST FOR INFORMATION ONLY AND DOES NOT CONSTITUTE ANY ADMISSION OF LIABILITY ON THE PART OF PECO ENERGY COMPANY.

* I was not home at time. When I returned home on 8/13/23 damage was present.

EXHIBIT 2

Event Number: EV20230125306	Date of Event: 08/12/2023
Claim Number: C2023125695	Date of Claim: 09/12/2023
Claimant Name: HICKS, COLLEEN	

Entered By:	Paul Golden	Date Time Created:	09/20/2023 11:30 AM
Note Type:	ADJ_T Adjuster Dated Text	Subject:	
Activity:	09/20/2023	Important:	No
Note Text:	<p>- TIX #59383, JIM KENNY EXPLAINED TO CUSTOMER PECO DOES NOT REMOVE TREE DEBRIS FROM PROPERTY DUE TO STORMS. CUSTOMER NOT SATISFIED AND ALSO STATES DRIVEWAY WAS DAMAGED. JIM DID NOT OBSERVE DAMAGE TO THE DRIVEWAY. REF'D CUSTOMER TO CLAIMS. FOR THE TREE DEBRIS REQUEST.</p> <p>16-Oct-2023 4:39 PM (Timothy Grow) Rec'd copy of PUC complaint.</p> <p>19-Oct-2023 9:41 AM (Timothy Grow) Acknowledged the PUC complaint with Ms. Hicks. She alleges that PECO/Asplundh placed tree debris onto her property during a storm event on 08/11/23. Hicks stated that her neighbor alerted her of the incident. Allegation that tree debris was dragged onto the rear of her yard. Claimant was not home at the time. Understood the debris remains on site within a storm basin. Claimant agreed to forward photographs of the location. Gave name/email address to share the photographs, a copy to be provided to the commission. Hicks provided her neighbor's name as Kevin Gosselin. Agreed to further investigate the complaint.</p> <p>19-Oct-2023 9:50 AM (Timothy Grow) Interviewed Jim Kenney, PECO Restoration Inspector who recalls his visit the property. Kenney reported that he met with Ms. Hicks to inspect the lawn damage, but unable to address the tree debris complaint. The lawn has been properly repaired with a top/seed ticket.</p> <p>20-Oct-2023 10:39 AM (Timothy Grow) Call placed to Kevin Gosselin at his work place 610.357.8658 who was aware of the downed vegetation event from August 2023. Gosselin stated that a wind storm caused several limbs to fall from trees owned by Hicks within a ROW that divides their properties. The incident resulted in a power outage. Gosselin had downed limbs at his property from a white pine tree. He hired a private tree contractor to remove them at a cost of \$400.00. Gosselin disputed the allegation that tree limbs were dragged onto her property. He was aware of a storm water basin at the rear of her yard that has never been maintained</p>		

containing many wild trees/shrubs. Gosselin stated that he also placed a lawn restoration request to PECO. He later wrote a letter to H&M complimenting their company on the lawn repair. Explained PECO's storm policy to Gosselin who fully understood as reasonable.

26-Oct-2023 9:45 AM (Timothy Grow)

No response from Hicks for photographs.

L.message for Hicks.

EXHIBIT 3



Search

[Trees & Power Lines](#)

Our Crews Respond Quickly to Storm Damage

Adverse weather conditions, such as strong winds and storms, can injure trees and tree limbs. In turn, broken or split tree limbs or uprooted trees can damage overhead electric lines and cause power outages.

Notify PECO: 1-800-841-4141

If you see a broken tree limb lying on a power line or likely to fall on a power line, do not touch it. Please report it by calling 1-800-841-4141. Always try to avoid tree limbs near power lines and do not make contact with the tree. If possible, also notify neighbors to stay clear.

If you are able to safely observe the situation, please provide the following information when you call PECO:

- Is the injured tree or broken tree limb contacting a power line or could it potentially fall on a power line?
- Is the power line between two poles, or between a pole and a home or building?
- Are there any other potentially dangerous situations evident, such as proximity to schools, playgrounds, bodies of water or existence of nearby wildlife/livestock?





Debris Disposal

Our first priority in response to any storm is to restore electric service to customers as quickly and as safely as possible, and to keep electrical facilities safe. To achieve these goals, PECO clearance crews have specific duties which differ from customer obligations.

PECO Responsibility: Cutting, trimming or removing trees or branches from our equipment in an effort to restore service and ensure future reliability.

Customer Responsibility: The disposal of branches, logs or other debris associated with trees damaged by storms, ice, winds or other natural causes, as well as debris from unscheduled emergency work.

Please note, PECO cannot assist customers with the disposal of tree debris, as it would impede our crews' ability to respond in a timely manner to other power outage situations and it could also create safety concerns. If you need assistance with tree debris removal, [visit TCIA.org](https://www.tcia.org) to find local tree service companies that are accredited by the Tree Care Industry Association. There may be a cost associated with this service.

[About Us](#) | [News](#) | [Doing Business with Us](#) | [Careers](#)

