

February 7, 2025

To: Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

RCVD PUC SEC BUR
FEB 11 2025 AM 10:48

From: Deborah Yaegle
102 Merchant Road
Warren, PA 16365
814-558-0601

Re: Docket # C-2025-3052971

Dear Secretary of the Pennsylvania Public Utility Commission,

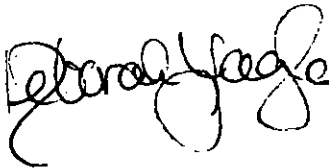
Enclosed are several documents of statements in response to the Respondent's submission of Preliminary Objections and New Matter in the formal complaint filed with the above Docket Number.

This letter is mailed to you via USPS service, on the date of February 7, 2025. In addition, as required, I have provided to the Respondent's a copy of my responses on their Preliminary Objections and New Matter. The mode of service to the Respondent's is via email to the attention of Margaret A. Morris.

Thank you for your attention and concern in this matter of a formal complaint filed with the PAPUC.

Respectfully,

Deborah Yaegle



February 7, 2025

RESPONSE TO RESPONDENT'S NEW MATTER BY CLAIMANT DEBORAH YAEGLE

PAPUC DOCKET #C-2025-3052971

1. PA PUC shares statewide jurisdiction with the courts over subjects which are in other instances within the courts' original jurisdiction. The PUC has the statewide power upon complaint to "reform all contracts between a public utility and any person..." 66 Pa. Cons.Stat 508. The PUC falls within the definition of tribunal under 42 Pa. Cons. Stat 5103(d). This section defines "tribunal" as a "a court..., or other judicial officer of the Commonwealth vested with power to enter an order in a matter.
2. Respondent did **NOT** provide adequate, efficient, safe or reasonable service on December 20, 2024, after an electrical power outage. This fact and truth are evident by residents in Warren County who experienced a "Power Surge Overload by Penelec when power was restored to 102 Merchant Rd in Warren, PA" and to other residences, including 104 Merchant Rd.; Irvinedale Trailer Park; and an unknown named resident whose family verbally reported electrical issues to a Penelec Lineman at 102 Merchant Rd., Warren, PA on December 20, 2024, in the evening hours of approximately 6:30pm (18:30). **The matter remains unsafe and unreliable** as Penelec has not taken any action on corrections, accountability, responsibility, or admission of the Overload Voltage of electricity that caused damage to people's homes, and potential injury to their lives. The company has not taken any action to alert the consumers and customers of the truth of the matter.
3. Consumers are not requesting "perfect service" from Penelec / First Energy. Common sense is clear that "perfect service" is not logical; however **safe and efficient electricity** service is expected. Penelec / First Energy states "At FirstEnergy, safety is a core value." Safety was not practiced on December 20, 2024, **after** a power outage occurred in the surrounding neighborhoods of Glade Township. If a utility fails to meet safety standards, the PUC can take corrective actions, including fines or other regulatory measures. Potential hazards were identified and reported to Penelec on December 20, 2024, by various consumers (the exact number is unknown) who experienced an "explosion" sound within their residences and then experienced a horrific "Overload Power Surge" when Penelec restored power. The company failed to address the concerns when an emergency Penelec lineman was ordered to be dispatched to 102 Merchant Rd., Warren PA in the morning hours of December 20, 2024. The Penelec dispatch service canceled the emergency call, hung up on a phone conversation, and lied upon a document claiming a truck was dispatched. Stated on a phone call by a Penelec customer service representative who repeatedly told this customer: 'Dispatch said they came to your house and told you to call an electrician.' *Note not a direct word for word quote of the statement.
4. Consumers are aware that Penelec does not guarantee "continuous, uninterrupted service." The Respondent's remarks are moot (irrelevant, no practical bearing) to the facts of the complaint.
5. According to FIRSTENERGY Pennsylvania Electric Company, Tariff 18, the company is responsible for "load control." On December 20, 2024, customers allege there was a wanton misconduct of service after a power outage. Customers accept Penelec First Energy is not a perfect electrical company; however, misconduct at the level that it instills a reckless amount of overloaded voltage surge into a residential home is at fault. Again, confirmed by an electrician. Amount of physical damages is listed on the company's website regarding non-misconduct vs wanton misconduct. The power company's actions on December 20, 2024, are clear. After nearly a dozen alarming and concerning phone calls to the company on said date, they went unanswered in an unprofessional manner. The common statement among all the customer representatives was "If you

disagree” with the electrical company’s way they responded, you can file an informal complaint with the Pennsylvania Utility Commission. Furthermore, they make claim to “Not go near downed wires.” Presently, at my residence, there are electrical wires that are “too low to the ground” for safety of certain vehicles on ingress and egress of the residential property. Customer has had to take safety measures for the electrical wires that are the responsibility and accountability and ownership of Penelec / First Energy. If the Company’s Commission-approved tariff is binding, then the negligent act of overloading the circuits of electrical power on 12/20/2024, is the responsibility of the Company, not only in damages, but in accountability to ensure that consumers are assured proper action was taken to correct the matter. In this matter, there is no accountability to date. Without accountability, there is no justification that the company will take any corrective action to avoid injury of this nature occurring again; or injury of a worsened level.

CUSTOMER’S NEW MATTER TO BE ADDRESSED TO THE PUBLIC UTILITY COMMISSION FORMAL COMPLAINT

1. On January 28, 2025, attachments of concerning evidence were submitted to the PAPUC, via USPS, postage cost via large envelope: \$2.87. Included were evidentiary documents of an electrician’s statement of 12/20/2024, phone call log for Deborah Yaegle from 12/20/2024 to 01/24/2025, Penelec email communication with this customer, email (text transferred) message of Mr. Dean McKibbin of 104 Merchant Rd., Warren, PA who experienced “Overload Power Surge” on 12/20/2024, and explosion noise in his home, Erie Insurance Homeowners letter stating a 7-year surcharge is added to any claims filed with the insurance company (in this matter, Penelec’s at-fault power surge of 12/20/2024.) Claimant requests all evidentiary material provided to the PAPUC be included in the formal complaint as it is an entirety of the complaint; meaning everything that happened with the “overload voltage” on 12/20/2024 did in fact trigger additional injuries and concerns for safety, and one’s life in an electrical meter box was exposed to water (rain) on 12/30/2024.
2. Claimant dismisses the remarks made according to “Right-to-Know Law Request Forms as mentioned. Claimant acknowledges Penelec is not obligated to follow government Right-to-Know Law Request Forms.
3. Claimant made multiple attempts to Penelec to inquire about the phone records from December 20, 2024, to December 31, 2024. Per emails (Penelec employee generated) and phone conversations, Penelec has declined to furnish any phone records. Claimant respectfully requests the PAPUC to investigate the phone records of the company, the reports made to the company regarding the “Overload Power / Voltage Surge” on 12/20/2024, the way customer representatives were disrespected and rudely talked to by Penelec employees, including supervisors, and the complaints verbalized to Penelec linemen on 12/20/2024, by neighborhood residents who were without power many hours after a Power Surge was instilled on said date.
4. Respondent claims “Warren South Substation” handles the matter of the locality that the Voltage Surge occurred in. It further claims they are not at-fault because the cause of the “outage” was not their fault. ~~The cause of the outage is not part of the formal complaint.~~ **The unsafe “Voltage Surge” is of critical importance.** Claimant, again, requests a thorough investigation, unbiased and conducted, respectively, by PAPUC.
5. Claimant states that on 12/20/2024, she smelled “rubber burning” in her home when electricity was restored to the residence after a brief outage. She also experienced a large explosion inside the home. Penelec customer service was immediately contacted. Her concerns were completely disregarded. It would be late in the afternoon that a “supervisor” at Penelec would state she was sending someone to “check the voltage”

on the meter box of my house, to “prove to you Penelec is not at fault.” A lineman arrived in dark hours of approximately 6:30pm. His testimony to me was ‘he can take a voltage reading now, but in **NO WAY** was that the voltage you had in the morning hours when Penelec restored power.’ Claimant requests the PAPUC subpoena the lineman for his direct testimony. Claimant provided an email, in earlier correspondence, with the lineman's name. Claimant requests the electrical company, Respondent, is forbidden from discussing the matter with the lineman until a hearing is conducted, to avoid the unethical influence of testimony on the witness. Lineman is employed within a union.

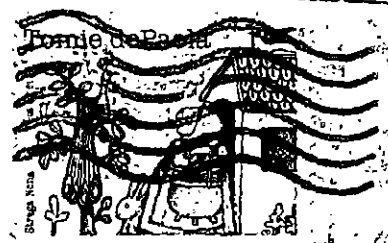
6. Claimant did not report, as Respondent claims on 02/05/2025, that I claimed improper clearance lines were not adhered to prior to December 30, 2024, when a delivery truck service backed into electrical wires. On the contrary, what I did report was: on 12/30/2024, a delivery truck service backed into the electrical wires that are connected to a telephone pole, hang across my driveway, and attached to the mast on the top of my residence's roof. As of 10:36AM on December 30, 2024, the wires now hang “too low” to the ground, across my driveway's ingress and egress. They are a HAZARD. A lineman placed a few hazard tapes on the wires on 12/30/2024; which have since blown in the wind and end up near the actual telephone pole itself, or blow towards my house, over a yard. Regardless, they have NOT stayed in place. This is an electrical wire, and the responsibility and ownership of Penelec.
7. The lines are not at a proper clearance for safety, and Penelec was advised that further damage to their lines could be detrimental to my residence, including causing a fire to the home. Penelec has taken NO STEPS to address this unsafe situation. I have taken steps to alert people, with a monetary cost of orange cones, of the hazards of Penelec's wires, and reflective tape being added to cable / internet wires that are in the vicinity.
8. Penelec was advised, since 2018, that the telephone pole on the corner of Hummingbird Lane and Merchant Road is leaning. It appears UNSAFE. There is excessive wind that comes from the south to the north, through an open field, and upon said telephone pole. It is the telephone pole that connects the electrical wires to my residential home. When the pole breaks, or falls, as it appears to be completely unsafe and unsteady, it will destroy the connection to my residence. The pole appears to contain a transformer. It is a hazard to my residence and could potentially cause a fire someday. Penelec has refused to address this matter in every regard.
9. It is made known to me that the electrical wiring system of Glade Township, Warren, PA, is the “oldest” in the county, per Mr. Dean McKibbin, age 93, of 104 Merchant Road., Warren, PA. Mr. McKibbin as resided at his residence since 1962. Claimant respectfully requests the PA PUC investigate the matter of how old the electrical wires / telephone poles and service updates of the Glade Township residents, customers of the power company, Penelec / First Energy; be promptly conducted with professionalism and with unbiased personnel (of the PUC).
10. The claimant will provide truthful testimony on the statements made in the Formal Complaint filed with the PA PUC that the electrical service provider, Respondent, did in fact provide inadequate and unreliable service and information to this consumer on December 20, 2024. The claimant is willing to provide a sworn affidavit to the facts of truth if desired by the PA PUC.
11. On February 6, 2025, a complaint was filed, via USPS, with the PUC Motor Carriers Bureau of Investigation and Enforcement regarding the home merchandise delivery service vehicle that caused electrical damage on 12/30/2024, to my property, including the power company's electrical wires that transverse over my driveway's ingress and egress. A PA State Police report was initiated on December 30, 2024. Respondent has not offered at any time to assist this consumer, in any regard to matter whatsoever; or ever inquired into the name of the at-fault delivery truck service provider. The ownership of their wires was involved in a hit and run crash.



Deborah Yaegle
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ren, Pennsylvania 16365

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Secretary
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Harrisburg, PA 17120-00799

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