

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Kevin Balazs

v.

Duquesne Light Company

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C-2024-3051077

INITIAL DECISION

Before
Mary D. Long
Administrative Law Judge

INTRODUCTION

This decision dismisses in part the Formal Complaint of a customer because he failed to prove that the utility violated the Public Utility Code when it relocated a pole adjacent to his property. However, the Formal Complaint will be sustained in part because the customer proved that the utility facilities attached to his house and the sidewalk where the pole was placed require repair.

HISTORY OF THE PROCEEDING

Kevin Balazs (Complainant) filed a Formal Complaint on September 10, 2024, against Duquesne Light Company (Duquesne Light). According to the Complainant, Duquesne Light relocated a pole to property in front of the Complainant's home. Among other things, the Complainant alleged that Duquesne Light did not notify

him that the pole would be relocated in front of his house and that when he called customer service, the agent was rude and dismissive.

Duquesne Light filed an answer and new matter on September 30, 2024, which admitted that it had relocated a pole, but denied that it violated the Public Utility Code or Commission regulations. Duquesne Light averred that the pole was relocated in the public right-of-way in accordance with its tariff.

The parties were directed to attempt to resolve their dispute with the facilitation of the Office of Administrative Law Judge Mediation Unit. The parties did not resolve their dispute. By hearing notice dated February 11, 2025, the complaint was assigned to me and scheduled for a hearing on April 1, 2025. On February 12, 2025, I issued my customary prehearing order which, among other things, set forth the procedures for the conduct of the hearing.

I convened the hearing as scheduled. The Complainant appeared and testified on his own behalf. He also offered the testimony of his neighbor, Robert Hartle. The Complainant offered 11 exhibits which were admitted into the record.

Duquesne Light appeared and was represented by Megan Rulli, Esquire. On behalf of Duquesne Light, Ms. Rulli offered the testimony of two witnesses, Roxanne Morris and Corey Elzer. Seven exhibits were admitted into the record on behalf of Duquesne Light.

The hearing generated a transcript of 141 pages. I closed the record by order entered on April 23, 2025, following the receipt of the transcript.

FINDINGS OF FACT

1. The Complainant is Kevin Balazs, who resides at 41 McCandless Avenue, Pittsburgh, Pennsylvania. (Tr. 9).
2. The Respondent, Duquesne Light, is a jurisdictional public utility.
3. Corey Elzer is a Duquesne Light Supervisor of Distribution Engineering. (Tr. 65).
4. Albion Development Corporation (Albion) has a construction site on the opposite side of McCandless Avenue from the Complainant. (Tr. 17; *See* Duquesne Light Exs. 1, pp. 3, 5).
5. In May 2024, Albion notified Duquesne Light that 604 days of planned construction would encroach on Duquesne Light's distribution lines. (Tr. 78).
6. Albion and Duquesne Light considered a cover up of the lines and the relocation of the facilities. (Tr. 78-80).
7. Covering up utility lines involves installing a protective covering to the lines to prevent damage or injury from incidental contact with construction equipment. (Tr. 80).
8. It was not cost effective to cover the lines with protective material for 604 days nor could Duquesne Light verify that Albion would be compliant with

OSHA (Occupational Safety and Health Administration) standards if the lines were covered. (Tr. 80-81).

9. Albion requested that Duquesne Light relocate three phases of 4kV distribution line to the opposite side of McCandless Avenue so that Albion's planned construction would meet OSHA safety standards. (Tr. 66-67).

10. As part of the relocation project, a new pole was installed in the public right-of-way in front of the Complainant's home on McCandless Avenue. (Tr. 70, 86; Duquesne Light Exs. 1, 7; Complainant's Exs. 2(a)-2(d)).

11. The pole in front of the Complainant's home was set on September 9, 2024. (Tr. 12; Complainant's Exs. 3(c), 3(d)).

12. The Complainant contacted Duquesne Light on September 9, 2024, to complain that Duquesne Light workers were installing a pole in front of his home. (Tr. 25; 60; Complainant's Ex. 6).

13. The customer service agent did not have any information about the relocation project to share with the Complainant. (Tr. 25).

14. Duquesne Light set three poles and then moved the transformers and lines to the new poles. (Tr. 85).

15. The relocation of the lines and other facilities began on September 16, 2024. (Tr. 84).

16. Duquesne Light removed facilities owned by Duquesne Light from the right side of McCandless Avenue. (Tr. 85).

17. Duquesne Light did not relocate a pole owned by Verizon, which includes a 23 kV distribution line owned by Duquesne Light. (Tr. 73; Duquesne Light Ex. 1).

18. Duquesne Light did not relocate its line attached to the Verizon pole because it was outside the scope of what Albion needed for OSHA safety compliance. (Tr. 73).

19. The relocation project was completed on October 4, 2024. (Tr. 85).

20. Albion paid Duquesne Light to relocate the poles and lines. (Tr. 81, 84).

21. The right-of-way in front of the Complainant's home where the pole was relocated is owned by the City of Pittsburgh. (Tr. 86; Duquesne Light Ex. 7).

22. The City of Pittsburgh issued a permit to Duquesne Light to relocate the poles to the public right-of-way on McCandless Avenue. (Tr. 87).

23. Duquesne Light owns the pole in front of Complainant's home. (Tr. 71).

24. The facilities on the pole, including the lines and transformers, are distribution facilities; none are transmission facilities. (Tr. 71-72).

25. The distribution facilities serve the Complainant as well as other businesses and residents. (Tr. 72).

26. No portion of the relocation project is located on property owned by the Complainant. (Tr. 87).

27. Duquesne Light maintains engineering standards for pole construction as well as requirements for cross-arms and other facilities that are located on the pole. (Tr. 89; Duquesne Light Ex. 4).

28. The poles and wiring on the relocated facilities conform to Duquesne Light's engineering and design specification. (Tr. 90).

29. The poles and wiring on the relocated facilities meet the standards of the National Electric Safety Code (NESC). (Tr. 90-91).

30. Duquesne Light's design and engineering standards provide for wind loading and ice loading. (Tr. 91-92).

31. There are three buildings on McCandless Avenue opposite the Albion development: a brewery, the building that includes the Complainant's home, and a modular home factory. (Tr. 17, 48; *see also* Tr. 50; Complainant's Ex. 2(d)).

32. As of the date of the hearing, the sidewalk where the new pole was installed was not repaired. (Tr. 40, 46; Complainant's Ex. 3(b)).

33. There is a weather head, and “one-point” attached to the side of the Complainant’s home. (Tr. 95; Complainant’s Ex. 3(a)).

34. The “one-point” is the point of connection of Duquesne Light’s service running to the Complainant’s home. (Tr. 95).

35. In mid-March 2025, there was a windstorm. (Tr. 39).

36. The “one-point” pulled away from the side of Complainant’s home. (Tr. 36, 38, 52, 95; Complainant’s Ex. 3(a)).

37. The damaged “one-point” is not an immediate safety concern to the Complainant or his property. (Tr. 95).

DISCUSSION

The party seeking affirmative relief from the Commission bears the burden of proof.¹ The Complainant must establish that he is entitled to relief by a preponderance of the evidence.² A preponderance of evidence is that which is more convincing, by even the smallest amount, than that presented by the other party.³ Additionally, any finding of fact necessary to support the Commission’s adjudication must be based upon substantial

¹ 66 Pa.C.S. § 332(a).

² *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

³ *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

evidence.⁴ More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.⁵

As a matter of law, a complainant must show that the utility is responsible or accountable for the problem described in the complaint in order to prevail.⁶ The objected-to conduct by the utility must violate the Public Utility Code, the Commission's regulations or an outstanding order of the Commission.⁷ Therefore, the Complainant bears the burden of proving that Duquesne Light violated a statute, regulation, order or tariff when it relocated the pole to the public right-of-way in front of the Complainant's home.

The Complainant complains that Duquesne Light relocated poles from the opposite side of McCandless Avenue to the side of McCandless Avenue in front of his house. He argues that Duquesne Light should have provided him with more information about the relocation project and that the facilities should be returned to the opposite side of McCandless Avenue.

Duquesne Light's witness, Corey Elzer, explained that the poles were relocated at the request of the developer of the property across from the Complainant, Albion Development. Albion requested that Duquesne Light relocate three phases of 4kV distribution line to the opposite side of McCandless Avenue so that planned construction would meet OSHA safety standards. Duquesne Light developed relocation plans and

⁴ *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

⁵ *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

⁶ *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976).

⁷ 66 Pa.C.S. § 701.

costs. One alternative was to “cover” the lines to provide additional insulation. However, it was not cost effective to cover the lines with protective material for 604 days, nor could Duquesne Light verify that Albion would be compliant with OSHA standards if the lines were covered.

The relocated facilities are distribution facilities, not transmission facilities. Albion paid for the relocation project. The City of Pittsburgh issued a permit to Duquesne Light to relocate the poles in the public right-of-way. None of the relocated facilities are on property owned by the Complainant.

The Complainant did not prove that Duquesne Light violated any Commission regulations or statutes when it relocated the distribution lines across McCandless Avenue. First, Duquesne Light was not required to provide specific notice of the relocation project to the Complainant. The Commission’s regulations related to the siting of electric utility facilities are found in Chapter 57 of the Public Utility Code. However, these regulations apply to HV transmission facilities, not to the 4kV distribution facilities that were relocated here.⁸ Therefore, none of the notice or siting requirements in Chapter 57 apply to this relocation project.

Further, the lines were not relocated to any property owned by the Complainant. Rather, they were relocated to a public right-of-way controlled by the City of Pittsburgh. The City of Pittsburgh issued a permit to Duquesne Light, authorizing the placement of the poles on the Complainant’s side of McCandless Avenue.

⁸ 52 Pa. Code § 57.71. An HV transmission line is an overhead electric supply line with a design voltage greater than 100 kV. 52 Pa. Code § 57.1.

Lastly, Albion paid Duquesne Light for the relocation. None of the costs for the relocation project were imposed on Duquesne Light's ratepayers. There is no evidence that there is a violation of Duquesne Light's tariff.

The Complainant argued that Duquesne Light should lower the cost to Albion to return the lines to the opposite side of McCandless Avenue. Again, there is no Commission regulation that requires Duquesne Light to incentivize Albion to pay for the return of the lines to their original location. Nor is there any evidence that Duquesne Light is not able to provide adequate and reliable distribution service to its customers from the present location of the facilities.

The Complainant is also concerned about the quality of the relocation work because facilities attached to the brick on the side of his house are pulling away. He is also concerned that the concrete sidewalk around the base of the pole in front of his house was left in poor condition.

The Commission has held that a claim that a public utility damaged a person's property and failed to repair the damage in a satisfactory manner fall squarely within the issue of whether the utility has rendered reasonable service:

The Public Utility Code imposes a duty on every public utility to furnish and maintain adequate, efficient and reasonable service to the public. 66 Pa.C.S. § 1501. The statutory definition of "service" is to be broadly construed. *County Place Waste-Treatment Company, Inc. v. Pennsylvania Public Utility Commission*, 654 A.2d 72 (Pa. Cmwlth. 1995).

* * *

Furthermore, service is confined not only to the distribution of the primary service but includes any and all acts related to that function, including the

maintenance practices the public utility undertakes with its facilities in a right-of-way. *West Penn Power Company v. Pennsylvania Public Utility Commission*, 578 A.2d 75 (Pa. Cmwlth. 1990).

We find that the controversy before us concerns the reasonableness of a public utility's service to the public and lies within the authority delegated to the Commission by the Legislature in the Public Utility Code. Whether Columbia damaged the Complainant's driveway and sidewalk when it repaired or replaced a gas line in front of his residence, and whether Columbia repaired the alleged damage in a timely and satisfactory manner are issues properly before this Commission.^[9]

The Complainant offered photographic evidence and testimony which showed that the "one-point" attached to the side of his house had pulled away after a windstorm. He was concerned that the weight of the pole pulling on the detached equipment would damage the bricks on the side of his house.

Mr. Elzer agreed that the one-point should be repaired and represented that Duquesne Light was willing to repair the damage.¹⁰ If Duquesne Light has not already repaired the damage, it should do so promptly.

Similarly, the Complainant offered evidence that the sidewalk at the base of the relocated pole was not repaired after the pole was installed. Although the Complainant does not own the sidewalk, the Commission has the authority to direct Duquesne Light to repair the concrete around the base of the pole that was broken when

⁹ *Prosser v. Columbia Gas of Pa., Inc.*, Docket No. C-20066376, pp 3-4 (Opinion and Order entered Oct. 30, 2006); *see also Reffner v. The Peoples Nat. Gas Co. d/b/a Dominion Peoples*, Docket No. C-20077841 (Opinion and Order entered June 10, 2008).

¹⁰ Tr. 95.

the company installed the pole.¹¹ Duquesne Light will be directed to repair the sidewalk. However, given the limited impact of this violation of Section 1501, I find that it is not appropriate to assess a civil penalty for this violation.

Finally, the Complainant argues that when he contacted Duquesne Light's customer service, the agent did not have any information and was dismissive of his concerns. Specifically, he alleges that the customer service agent told him "we are a private company, and we do not have to share any information with you."¹²

The conduct of customer service representatives also falls with the ambit of Section 1501 of the Public Utility Code. The Commission has held that rude conduct or the failure to provide complete and accurate information can constitute a violation of the Public Utility Code.¹³ I find the Complainant's characterization of the conversation credible. Duquesne Light is cautioned that its customer service representatives are expected to be courteous to customers who call with complaints and concerns related to their utility service. However, as an isolated incident, I find that it is not appropriate to assess a civil penalty at this time.

After listening to the Complainant's testimony in this matter, it is clear that his dispute with Duquesne Light is part of a larger struggle to maintain the character of his property and his neighborhood. The Albion project was the subject of much discussion in the community. However, the Commission's remit is solely to enforce the Public Utility Code. It has no jurisdiction to review the broader concerns voiced by the

¹¹ 66 Pa.C.S. § 1501; *Prosser*.

¹² Tr. 25.

¹³ *Gallagher v. Bell Tel. Co. of Pa.*, Docket No. F-8958314 (Opinion and Order entered Sept. 23, 1992); *see also, Armour v. Verizon Pa., LLC*, Docket No. C-2013-2395643 (Opinion and Order entered Aug. 20, 2015); *Moffa v. Verizon Pa. Inc.*, Docket No. C-2010-2212745, (Final Order entered Mar. 22, 2012), *Haimes v. PPL Elec. Utils. Corp.*, Docket No. F-02201447 (Final Order entered Apr. 3, 2008).

Complainant regarding the Albion project. Duquesne Light relocated the lines and the poles onto property controlled by the City of Pittsburgh and had a permit from the City of Pittsburgh for the location. From the Commission's perspective, Duquesne Light did not violate any law that the Commission has the authority to enforce. Therefore, the claims by the Complainant related to the relocation project will be dismissed.

However, the conduct of the customer service representative, the condition of the facilities attached to the Complainant's house and the condition of the sidewalk in front of the Complainant's house do constitute violations of the Public Utility Code. With respect to these claims, the Complaint is sustained, and Duquesne Light will be ordered to repair the damaged property.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of this dispute. 66 Pa.C.S. § 701.
2. The Complainant bears the burden of proof. 66 Pa.C.S. § 332(a).
3. Public utilities are required to provide reasonable, safe and adequate service. 66 Pa.C.S. § 1501.
4. Service, within the meaning of Section 1501, includes reasonable customer service. 66 Pa.C.S. §§ 102; 1501.
5. The Complainant failed to provide that Duquesne Light violated any statute, regulation or order that the Commission has jurisdiction to enforce when

Duquesne Light relocated poles and facilities from one side of McCandless Avenue to the side of McCandless Avenue where the Complainant resides. 66 Pa.C.S. § 332(a).

6. The Complainant sustained his burden of proving that Duquesne Light failed to render reasonable customer service on September 9, 2025. *Gallagher v. Bell Tel. Co. of Pa.*, Docket No. F-8958314 (Opinion and Order entered Sept. 23, 1992); *see also, Armour v. Verizon Pa., LLC*, Docket No. C-2013-2395643 (Opinion and Order entered Aug. 20, 2015); *Moffa v. Verizon Pa. Inc.*, Docket No. C-2010-2212745, (Final Order entered Mar. 22, 2012), *Haimes v. PPL Elec. Utils. Corp.*, Docket No. F-02201447 (Final Order entered Apr. 3, 2008).

7. The Complainant sustained his burden of proving that Duquesne Light failed to provide reasonable service by failing to repair the facilities attached to the Complainant's house and failed to repair the sidewalk in front of the Complainant's house. 66 Pa.C.S. § 1501; *Prosser v. Columbia Gas of Pa., Inc.*, Docket No. C-20066376 (Opinion and Order entered Oct. 30, 2006); *see also Reffner v. The Peoples Nat. Gas Co. d/b/a Dominion Peoples*, Docket No. C-20077841 (Opinion and Order entered June 10, 2008).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Kevin Balazs against Duquesne Light Company at Docket No. C-2024-3051077, is dismissed as to his claims regarding the relocation of poles and other distribution facilities.

2. That the Formal Complaint of Kevin Balazs against Duquesne Light Company at Docket No. C-2024-3051077, is sustained as to his claims regarding the conduct of Duquesne Light's customer service representative, by failing to repair the facilities attached to the Complainant's house and failed to repair the sidewalk in front of the Complainant's house.

3. That within 30 days of the Commission's final order, Duquesne Light shall repair the facilities attached to the Complainant's home and repair the sidewalk on McCandless Avenue that was damaged by the relocation of the poles and file a report with the Commission's Secretary's Bureau verifying that the repairs have been completed.

4. That upon receipt of the report directed by Ordering Paragraph No. 3, the Secretary shall mark the docket closed.

Date: July 17, 2025

/s/
Mary D. Long
Administrative Law Judge