

# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

**File with:**

**DOCKET NO. C-2024-3052605**

Mr. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**RE: Denise Mitchell v. PECO Energy Company**  
**Date of Hearing: Thursday, February 26, 2026 @ 1:00pm**

Dear Secretary Homsher:

Enclosed for filing in the above-captioned matter is the Complainant's Supplemental Petition and Motion Regarding PECO's Failure to Comply with the Interim Order and Related Procedural Obligations.

This filing is submitted in advance of the hearing scheduled for February 26, 2026 at 1:00pm, before the Honorable Barbara Shadie Nause. As detailed in the enclosed motion, PECO did not comply with the mandatory reporting requirements set forth in the Interim Order dated February 14, 2025, despite participating in the resolution-conference process and engaging in extended settlement communications with both the Complainant and the Mediator.

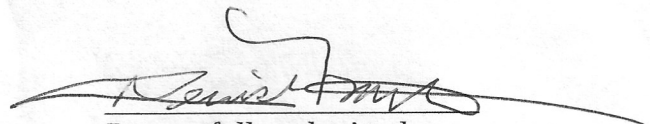
Given the proximity of the hearing date—and PECO's prior attempt to reschedule this hearing—Complainant respectfully requests that this filing be brought to the attention of the Presiding Judge for appropriate consideration.

A Certificate of Service is included confirming service upon all parties.

Date: 02/16/2026

**Letter of Service - Copy Emailed To:**

Margaret A. Morris  
Cira Centre, 13thFloor  
2929 Arch Street  
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Respectfully submitted,  
CLAIMANT, Denise Mitchell, Pro Se  
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# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

**Denise Mitchell, Pro Se**

**DOCKET NO. C-2024-3052605**

Complainant

v.

**PECO Energy Company (PECO)**

Respondent

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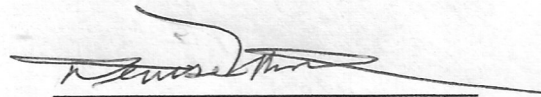
To The Honorable Barbara Shadie Nause,  
C/O – Legal Assistant Pamela McNeal at pmcneal@pa.gov  
Administrative Law Judge PA Public Utility Commission  
801 Market Street, 4th Floor, STE 4063  
Philadelphia, PA 19107

**RE: Denise Mitchell v. PECO Energy Company**  
**Date of Hearing: Thursday, February 26, 2026 @ 1:00pm**

Ms McNeal:

Enclosed please find a copy of Denise Mitchell's Exhibit Packet #1 through #16 and Exhibits A & B (email excerpts) which the Claimant will use in the above referenced hearing. Please call me if you have any questions regarding this matter.

**Date: 02/16/2026**



**CLAIMANT**  
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**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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801 Market Street, 4th Floor, STE 4063  
Philadelphia, PA 19107

**RE: Denise Mitchell v. PECO Energy Company**  
**Date of Hearing: Thursday, February 26, 2026 at 1:00pm**

**MOTION TO NOTIFY THE ALJ OF PECO'S FAILURE TO COMPLY WITH  
THE INTERIM ORDER AND REQUEST FOR APPROPRIATE RELIEF**

Complainant, Denise Mitchell, respectfully submits this Motion to notify the Administrative Law Judge that Respondent, PECO Energy Company ("**PECO**"), failed to comply with the **Interim Order Setting Resolution Conference** dated February 14, 2025, and requests that the Court take appropriate procedural action in support thereof, Complainant states:

**1. The Interim Order imposed a mandatory reporting requirement on PECO.**

**The Interim Order states:**

"Within ten (10) days following the conference... Respondent shall file a short report with the Mediator..."

"In either situation, a report must be filed with the Mediator by the applicable due date..."

(Interim Order, pp. 1-2.)

The required report must include:

- (a) the date of the conference,
- (b) who participated,
- (c) whether full resolution was achieved,
- (d) whether the parties consent to mediation, and
- (e) any issues resolved.

**2. A resolution conference occurred and negotiations continued for several months.**

The parties engaged in ongoing settlement discussions throughout July, August, and September 2025. PECO repeatedly communicated with the Mediator and with Complainant regarding settlement positions, site visits, and updated information.

**3. For example, on September 8, 2025, PECO wrote:**

“As the parties are very far apart in numbers, it would be best to move forward with a formal complaint hearing.”

(Email from Khadijah Scott, Exhibit A.)

On September 9, 2025, PECO again informed the Mediator:

“The parties have been unable to agree on a settlement amount. It would be more productive to move forward with a formal complaint hearing at this time.”

(Email from Khadijah Scott, Exhibit B.)

On

These communications confirm that the resolution conference process occurred and that negotiations failed.

**4. Despite this, PECO never filed the report required by the Interim Order.**

PECO did **not** file:

- (a) the required written report,
- (b) the required summary of the conference,
- (c) the required statement of issues resolved, or
- (d) any explanation for failing to meet the deadline.

5. The emails show PECO had all the information necessary to file the report, yet no report was ever submitted to the Mediator as ordered.

6. This is a **direct violation** of the Interim Order issued by the Chief Administrative Law Judge.

**7. PECO’s noncompliance prejudices the orderly administration of this case.**

The required report is intended to:

- (a) document the outcome of the resolution conference,
- (b) clarify whether mediation is requested,
- (c) identify issues resolved or narrowed, and
- (d) assist the ALJ in preparing the case for hearing.

**8. PECO’s failure to file the report:**

- (a) obstructs the procedural record,
- (b) prevents proper narrowing of issues,
- (c) delays the case, and
- (d) continues a pattern of noncompliance.

**9. Complainant respectfully requests appropriate procedural relief.**

Given PECO’s failure to comply with a mandatory directive of the Chief ALJ, Complainant respectfully requests that the Administrative Law Judge:

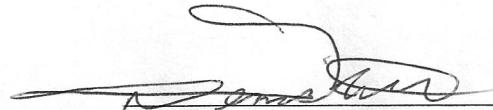
- (a) Direct PECO to immediately file the overdue report, or in the alternative,
- (b) Deem the unresolved issues identified in Complainant’s filings as uncontested for purposes of hearing preparation;

- (c) Consider PECO's noncompliance when ruling on any future requests for continuances or procedural accommodations; and  
(d) Grant any other relief the Court deems just and appropriate.

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Date: 2/16/26



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**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Docket No. C-2024-3052605**

To The Honorable Barbara Shadie Nause,  
Administrative Law Judge PA Public Utility Commission  
801 Market Street, 4th Floor, STE 4063  
Philadelphia, PA 19107

**RE: Denise Mitchell v. PECO Energy Company (PECO)**  
Date of Hearing: **Thursday, February 26, 2026 @ 1:00pm**

Your Honor:

Enclosed, please find my Petition for Special Relief, submitted due to PECO's ongoing failure to provide safe, adequate, and reasonable service, along with its continued refusal to properly investigate and fix the hazardous conditions caused by its equipment at my property 4801 Gransback St in Philadelphia, PA 19120.

This petition is necessary because PECO has repeatedly ignored its statutory obligations under the Public Utility Code and Commission regulations. PECO's prolonged inaction has left the unsafe condition unaddressed and has delayed the claims process for several years. PECO also failed to provide the required written notice Section 12.1 of its Tariff when it issued its September 8, 2025, notice regarding its decision not to cover all damages to the Claimant's property. Additionally, PECO failed to conduct a proper evaluation of the structural damage to the Claimant's property. These omissions demonstrate a pattern of unreasonable service under Title **66 Pa.C.S. §1501**.

The enclosed Petition details PECO's activity and the resulting ongoing unsafe condition at the Claimant's property. The requested relief is narrowly tailored to compel PECO's compliance with the Commission's regulations and to ensure that the hazardous condition is finally corrected.

**Core Issues** and the **Supporting Exhibit Packet** are organized and labeled for the Court's convenience. Copies have been served on PECO in accordance with Commission procedure. The relief requested in the Petition is specifically designed to restore safety, transparency, and compliance.

Enclosed for filing with the Commission are the Claimant's Required Notices, Motions To The Court, Notice To Plead, Claimant's Discussion, and Facts, along with a copy of the Claimant's exhibit packet forwarded to your Legal Assistant, Pamela McNeal, at [pmcneal@pa.gov](mailto:pmcneal@pa.gov).

**Date:** 2/14/26  
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CLAIMANT  
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# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Docket No. C-2024-3052605

To The Honorable Barbara Shadie Nause,

RE: Denise Mitchell v. PECO Energy Company (PECO)

## Appendix A: Case-at-a-Glance

### Core Issue

Whether PECO violated Title 66 Pa.C.S. §1501 by failing to provide safe, adequate, and reasonable service when its deteriorated, unmaintained service equipment caused structural damage to Claimant's property at 4801 Gransback St, Philadelphia, PA 19120.

### What Happened

1. PECO's service equipment at the property showed visible deterioration and lack of maintenance.
2. On 01/03/2022 the Claimant notified PECO that its aerial lines were pulling on the bricks of the Claimants rear wall.
3. PECO's own work orders and technician notes confirm that PECO aerial wires were pulling on the bricks of the Claimant's rear wall, see Exhibit #1, photos 9(b) and (c).
4. PECO denied responsibility and refused to repair all the damage, despite clear evidence that the failure originated from its side of the service point, see Exhibit #\_\_\_.

### Legal Standard

1. Under Title 66 Pa.C.S. §1501, PECO must maintain its facilities and equipment in a condition that ensures safe, adequate, and reasonable service.
2. A violation of PECO's Tariff 10.1 occurs when:  
Equipment under the utility's control is not properly maintained, and that failure results in unsafe conditions, or property damage.

### Key Evidence

1. PECO's Own Work Order #19203009-04 documents deteriorated service equipment. PECO's technician notes acknowledges the full collapse of its bracket.
2. Independent engineering report confirms the failure originated from PECO-owned equipment ruling out homeowner equipment as the source.

### Claimant's Photographic Evidence

1. PECO's drooping aerial lines and replacement of its damaged bracket confirms the pattern is consistent with service-side failure. See Exhibit #1, photos #9 b & c

### **PECO Actions**

1. Multiple emails from Claimant requesting information.
2. PECO's delayed response to Claimant's inquiries.
3. Incomplete repairs.
4. Denial of responsibility despite evidence.
5. PECO improperly withheld crucial information thereby materially hindering the Claimant's ability to reach a fair resolution of its Claim C2022120476.

### **Relief Requested**

1. A finding that PECO violated Title **66 Pa.C.S. §1501** by failing to maintain its service equipment.
2. Repair of Claimant's documented property damage
3. Any additional relief the Commission deems just and appropriate.

### **Why the Evidence Meets the Standard**

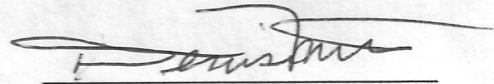
1. The failure occurred on PECO-owned equipment.
2. The deterioration was long-standing and preventable.
3. PECO's records confirm the Complainant's claim.
4. The engineering report provides independent causation for the Claimant's damages.
5. The facts satisfy both prongs of Title 66 Pa.C.S. §1501 test
6. PECO's failure to maintain its equipment
7. Unsafe conditions and damage continues

**Page 2 of 2 Case-at-a-Glance**

**Date:** 12/16/26

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**CLAIMANT**  
**Denise Mitchell Pro Se**

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Docket No. C-2024-3052605**

**To:** To The Honorable Barbara Shadie Nause,  
**RE:** Denise Mitchell v. PECO Energy Company (PECO)  
Docket No. C-2024-3052605

**Appendix B: CLAIMANT'S EXHIBIT PACKET**

**A. PECO's Knowledge**

**Exhibit 1 Photographic Evidence 4801 Gransback St (17 Images)**

**Description:** Claimant submission – 4801 Gransback St, Philadelphia, PA 19120. Photos are event-specific, documenting PECO's violation of Title 66 Pa.C.S. §1501 – safe and reasonable service. They also show the physical conditions, equipment placement, and property damage related to PECO's service facilities and work activities, supporting the Claimant's claim under 66 Pa.C.S. §1501 that PECO did not provide safe, adequate, and reasonable service.

**Exhibit #2 Mediation Request Denied**

**Description:** Claimant submission – PECO's Senior Claim Manager, Robert L. Nickens, denied Claimant's request for mediation. This was a violation of Title 66 Pa.C.S. § 1501.

**Exhibit #3 January 3, 2022 Initial Notice To PECO**

**Description:** Claimant submission - Initial notice to PECO reporting aerial wires pulling on the rear wall of the Claimant's property, causing structural damage. This establishes early knowledge and the start of PECO's timeline violating Title 66 Pa.C.S. §1501

**Exhibit #4 PECO 09/08/2025 Email – PECO's Notice To Resolve Claim**

**Description:** Claimant submission - PECO's written decision regarding Claim C2022120476 was issued without referencing PA Tariff Rule 12.1, highlighting procedural shortcomings and a failure to follow required guidelines. PECO's violation of Title 66 Pa.C.S. §1501.

**Exhibit #5 PECO Agreement To Wait For Engineer's Approval**

**Description:** Claimant submission- PECO's written agreement to delay repair activity pending Claimant's engineer's review, and the October 24, 2023 email summarizing next steps for repair project. PECO's violation of Title 66 Pa.C.S. §1501

**Exhibit #6 Contractor's February 2, 2022 Observations Regarding Cause of Damage**

**Description:** Claimant submission - The contractor inspected the Claimant's rear wall and reported the following, "The weight and tension of these lines were **excessive**. Power and cable lines were strapped directly to the rear brick wall identifying visible structural distress including brick displacement and cracking consistent with tension from PECO's aerial utility connections causing water infiltration into the property. **PECO's violation of Title 66 Pa.C.S. §1501.**

**Exhibit #7 Senior Claims Manager Dismissal Of Contractor's Report**  
**Description:** Claimant submission – PECO's Senior Claims Manager, Robert L. Nickens, dismissed the contractor's 02/22/2022 report on 03/09/2022 as an opinion. The contractor inspected the claimant's rear wall and reported that, "The weight and tension of PECO's lines were excessive. Power and cable lines were strapped directly to the rear brick wall, identifying visible structural distress including brick displacement and cracking, consistent with tension from PECO's aerial utility connections causing water infiltration into the property." PECO's violation of Title 66 Pa.C.S. §1501.

**Exhibit #8 PECO's Property Inspections**  
**Description:** Claimant submission - PECO's 07/25/2025 email stating it visited Claimant's property and performed an exterior inspection. Previously Mr. Nickens conducted an interior inspection on 01/07/2022 and failed to disclose the presence of mold until 05/16/2024. No report was provided to Claimant. This activity constitutes a violation of Title 66 Pa.C.S. §1501.

## **B. Engineering Evidence**

**Exhibit #9 Tantala Engineering Assessment Report Dated 06/15/2023**  
**Description:** Claimant's submission – Confirming contractor's 02/22/2022 report. This constitutes a violation of Title 66 Pa.C.S. §1501.

**Exhibit #10 Tantala Engineering Follow-up Report Dated 06/13/2025**  
**Description:** Claimant's submission - **Confirming contractor's report and PECO's failure to perform the outlined repairs . This constitutes a violation of Title 66 Pa.C.S. §1501.**

## **C. PECO's Admissions and Actions**

**Exhibit #11 PECO Work Order 19203009-04**  
**Description:** Claimant submission - PECO's internal work order acknowledging its bracket and aerial wires were "pulling on bricks at the back of the Claimant's house." This constitutes PECO's own admission of the hazardous condition and its cause. PECO's violation of Title 66 Pa.C.S. §1501

**Exhibit #12 Senior Claims Manager Acknowledge Claim Damages**  
**Description:** Claimant's submission – Referring to Mr Nickens 10/24/2023 email. This constitutes a violation of Title 66 Pa.C.S. §1501.

**Exhibit #13 Parapet Wall, Roof Repairs And Exterior Property Renovations**  
**Description:** Claimant's submission - An email from PECO containing its decision regarding Claim #C2022120476 was sent to the Claimant without citing PA Tariff Rule 12.1. This constitutes a violation of Title 66 Pa.C.S. §1501.

## **D. Damages**

**Exhibit #14 Documentation Of Damages**  
**Description:** Claimant's submission - There was no response to the Claimant's 11/05/2023 damages report. Mr Nickens dismissed this documentation stating it was the Claimant's chose to perform repairs. Photographic evidence of properties prior condition, mold damage and remediation project was provided. **The mold occurred because Mr Nicken's failed to advise Claimant about the mold he discovered on 01/07/2022 until 05/\_\_\_.** This constitutes a violation of Title 66 Pa.C.S. §1501.

**Exhibit #15 06/15/2025 Additional Damage Report Sent To PECO**

**Description:** Claimants submission. PECO continues to ignore the listed line items presented in the Claimant's 11/05/2023 report. The licensed structural engineer's June 13, 2025, inspection report confirms that PECO's repairs were incomplete. The engineer identified missing mortar, open separations, and ongoing instability that continue to allow water intrusion, including new damage reported to PECO on June 15, 2025. These findings prove that PECO's inadequate and unfinished repairs are still the direct cause of the ongoing property damage. PECO remains in violation of Title 66 Pa.C.S. §1501.

**Exhibit #16 Unreported Damages**

**Description:** Claimant's submission- Claimant's 11/22/2025 Lintel Repair, see Exhibit #1, photo #12. This damage was not presented to PECO due to upcoming hearing initially scheduled for January 20, 2026 and changed to **February 26, 2026**. **PECO's continued efforts to delay hearing constitutes a violation of Title 66 Pa.C.S. §1501.**

**Page 3 of 3 CLAIMANT'S EXHIBIT PACKET**

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Date: 7/16/26



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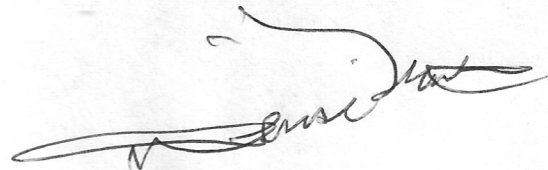
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**Letter of Service:**

**RE: Denise Mitchell v. PECO Energy Company**  
**Date of Hearing: Thursday, February 26, 2026 @ 1:00pm**

Enclosed is your copy of information the Claimant will be presenting at the above hearing before the Honorable Barbara Shadie Nause of the Public Utility Commission. If you have any questions please contact me.

**Date:** 2/16/26



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**CLAIMANT**

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# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Denise Mitchell, Pro Se  
**Complainant**

**DOCKET NO. C-2024-3052605**

VS

PECO ENERGY COMPANY (PECO):  
**Respondent**

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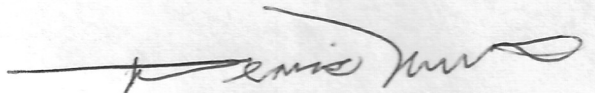
## VERIFICATION

I, Denise Mitchell, hereby confirm that I am the complainant in the above matter and am authorized to make this verification that the Claimant's Motion To The Court, Notice To Plead, Discussion & Facts being presented with Exhibits. are true to the best of my knowledge, information, and belief. I make this verification subject to the penalties of 18 Pa. C.S. §4904, which relates to false statements to authorities.

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**Date: 02/16/2026**



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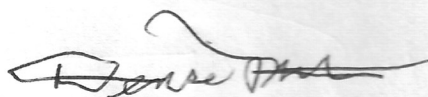
I, Denise Mitchell, Complainant in the above matter hereby certify that I have this day served a copy of Denise Mitchell's **SUPPLEMENTAL PETITION**, Motion To The Court, Notice To Plead, Claimant's Discussion & Facts being presented, with Exhibits to the Respondent's Attorney by E-mailing a copy to Margaret A Morris,

**Denise Mitchell v. PECO Energy Company**  
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**Date: 02/16/2026**



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CLAIMANT  
**DENISE MITCHELL, Pro Se**  
4801 GRANSBACK ST  
APT #1  
Philadelphia, PA 19120  
**Home (215)247-2515**  
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**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Denise Mitchell, Pro Se:  
**Complainant**

**DOCKET NO. C-2024-3052605**

vs

PECO ENERGY COMPANY (PECO):  
**Respondent**

Date Of Hearing: **February 26, 2026 @ 1:00pm**

Motion To **THE HONORABLE Barbara Shadie Nause,**  
**Administrative Law Judge, PA Public Utility Commission**

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**Upon The Completion Of The Hearing Process The Claimant Seeks An Order From The Court:**

1. Confirming that PECO Energy Company (PECO) is responsible for the structural damage to the Claimant's rear wall, parapet roof, and second-floor unit at 4801 Gransback Street, Philadelphia, PA 19120.
2. Under the Commission's authority and in view of PECO's prolonged and continuing violation of applicable safety, maintenance, and code compliance obligations—PECO is hereby ordered to immediately undertake and complete all corrective work necessary to bring the affected property into full compliance with Subcode "R" of the Philadelphia Residential Code, as adopted pursuant to § R-1 and amended under § R-1.2, incorporating the 2018 International Residential Code. PECO's sustained failure to remedy these conditions has caused ongoing property damage and created unacceptable safety risks, further underscoring the need for immediate regulatory intervention.
3. PECO is therefore directed to promptly cure its continuing noncompliance with the International Property Maintenance Code (IPMC), including, without limitation, the requirements imposed under IPMC §§ 304.1 and 304.1.1. The Commission retains full enforcement authority to ensure PECO's adherence to these mandates and to impose any additional relief necessary to secure timely and complete compliance.
4. The Commission finds that PECO's failure to provide Work Order No. 19203009-04 to the Claimant between October 16, 2024 and April 21, 2025 despite repeated requests for access to allow the Claimant's structural engineer to review the proposed plan constituted improper withholding and materially hindered the Claimant's ability to reach a fair resolution with PECO.

Respectfully Submitted,  
Claimant

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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vs

PECO ENERGY COMPANY (PECO):  
**Respondent**

Date Of Hearing: **February 26, 2026 @ 1:00pm**

**SUPPLEMENTAL PETITION AND MOTION REGARDING PECO'S FAILURE TO COMPLY WITH THE INTERIM ORDER AND RELATED PROCEDURAL OBLIGATIONS**

Complainant, Denise Mitchell ("Complainant"), respectfully submits this Supplemental Petition and Motion to notify the Administrative Law Judge of Respondent PECO Energy Company's ("PECO") failure to comply with the Interim Order Setting Resolution Conference dated February 14, 2025, and to request appropriate procedural relief in advance of the hearing scheduled for February 26, 2026. In support thereof, Complainant states:

**I. Procedural Background**

1. On February 14, 2025, Chief Administrative Law Judge Charles E. Rainey, Jr. issued an Interim Order Setting Resolution Conference directing the parties to attempt to resolve the matter and requiring PECO to file a written report with the Mediator within ten (10) days following the conference.

2. **The Interim Order expressly states:**

A hearing in this matter is scheduled for February 26, 2026, before the Honorable Barbara Shadie Nause. PECO has already attempted to reschedule this hearing once, and Complainant filed a conditional-consent response on January 21, 2026, to prevent further delay.

**II. PECO Failed to File the Report Required by the Interim Order**

1. The parties engaged in settlement discussions throughout July, August, and September 2025. PECO repeatedly communicated with the Mediator and with Complainant regarding settlement positions, site visits, and updated information.
2. **On September 8, 2025, PECO wrote to Complainant**
3. **On September 9, 2025, PECO wrote to the Mediator**
4. These emails confirm that the resolution conference process occurred, negotiations failed, and PECO had all information necessary to file the required report.

5. **Despite this, PECO never filed the written report required by the Interim Order.**

**PECO did not file:**

- (a) **the required summary of the conference,**
- (b) **the required statement of issues resolved,**
- (c) **the required indication of whether mediation was requested, or**
- (d) **any explanation for failing to meet the deadline.**

6. **This constitutes a direct violation of the Interim Order issued by the Chief ALJ.**

### **III. PECO's Noncompliance Prejudices the Orderly Administration of the Case**

1. **The required report is intended to:**

- (a) **document the outcome of the resolution conference,**
- (b) **clarify whether mediation is requested,**
- (c) **identify issues resolved or narrowed, and**
- (d) **assist the ALJ in preparing the case for hearing.**

2. **PECO's failure to comply:**

- (a) **obstructs the procedural record,**
- (b) **prevents proper narrowing of issues,**
- (c) **delays the case, and**
- (d) **continues a pattern of noncompliance, including its prior attempt to reschedule the hearing.**

3. **With the hearing approaching, it is essential that the procedural record be complete and that PECO's noncompliance be addressed.**

### **IV. Request for Relief**

1. **WHEREFORE, Complainant respectfully requests that the Administrative Law Judge:**
2. **Take administrative notice of PECO's failure to comply with the Interim Order;**
3. **Direct PECO to immediately file the overdue report required by the Interim Order;**
4. **In the alternative, deem the unresolved issues identified by Complainant as uncontested for purposes of hearing preparation;**
5. **Consider PECO's noncompliance when ruling on any future requests for continuances or procedural accommodations; and**

6. Grant such other relief as is just and appropriate.

## Exhibits

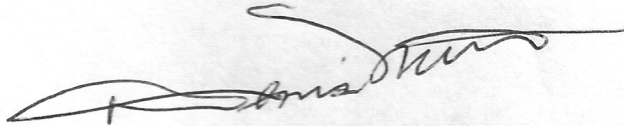
**Exhibit A: Email from Khadijah Scott to Complainant dated September 8, 2025**

**Exhibit B: Email from Khadijah Scott to Mediator dated September 9, 2025**

### Letter of Service - Copy Emailed To:

Margaret A. Morris  
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# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DOCKET NO. C-2024-3052605

Denise Mitchell, Pro Se:

**Complainant**

vs

PECO ENERGY COMPANY (PECO):

**Respondent**

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## NOTICE TO PLEAD

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### CLAIMANT'S PETITION FOR SPECIAL RELIEF

**I.** To The Honorable **Administrative Law Judge**, Barbara Shadie Nause, (ALJ)  
The Claimant, Denise Mitchell, respectfully petitions the Pennsylvania Public Utility  
Commission for Special Relief pursuant to:

**52 Pa. Code § 5.103, and 5.342(g)**

**52 Pa. Code § 77.3 (Commission Oversight) Title 66 of the Pennsylvania Public  
Utility Code, including § 1501, § 315, and § 3314**

**52 Pa. Code § 77.5 (a)**

- (a) **PECO was in violation of 52 Pa. Code § 77.5(a) when its Senior Claim Manager, Robert L. Nickens, denied the Claimant's request for Mediation.** The matter now appears before the Office of Administrative Law Judges for resolution.
- (b) **An Interim Order** was subsequently **issued on February 14, 2025**, after which the Parties agreed to participate in Mediation, which occurred on **April 15, 2025**. As the record will show the Mediation was unsuccessful, and the matter now properly returns before the Commission for adjudication.
- (c) The Claimant appears before the Pennsylvania Public Utility Commission to object to PECO's handling of its Claim No. **C2022120476**, filed on **January 3, 2022**.
- (d) The claimant is submitting her Formal Complaint, requesting that the Pennsylvania Public Utility Commission review the evidence she has provided and determine whether PECO violated any Pennsylvania Tariff Rules, Utility Code Requirements, or Commission-approved Regulations in handling PECO's Claim C- 2022120476, filed on January 3, 2022, see exhibit #3.
- (e) The licensed structural engineer's June 13, 2025, report confirms that damage to the Claimant's rear wall at 4801 Gransback Street was directly caused by PECO's aerial utility connections. It also states that PECO's repairs were incomplete and failed to fix the structural damage they caused. The engineer identified missing mortar, open separations, and ongoing instability that continue to allow water intrusion, including the new damage reported to PECO on June 15, 2025, and the unreported lintel repair that

occurred on 11/25/2025. These findings prove that PECO's inadequate and unfinished repairs are still the direct cause of the ongoing property damage.

- (f) PECO is in violation of the applicable provisions of the Subcode "R" of the Philadelphia Residential Code, as adopted pursuant to § R-1 and amended under § R-1.2, incorporating the International Property Maintenance Residential Code (IPMC) § 304, § 304.1 and § 304.1.1.

## **II. And The Claimant States The Following:**

Denise Mitchell appears as the property owner affected by PECO's equipment and actions. This case is about PECO's refusal to comply with its legal obligations and its own Tariff, and the Commission's standards for safe and reasonable service.

### **1. Introduction**

The Complainant is filing this complaint because PECO's equipment, which was attached to the rear wall of her home at 4801 Gransback Street, caused structural damage, parapet roof damage, water intrusion, mold, and repeated interior deterioration. Despite repeated notices, engineering reports, photographs, and documentation, PECO failed to investigate properly, failed to communicate honestly, and failed to correct unsafe conditions. This case is about PECO's failure to provide safe, adequate, and reasonable service under 66 Pa. C.S. §1501, and the evidence I will present shows a clear pattern of unreasonable service and neglect.

2. PECO's equipment caused structural damage to the Claimant's rear wall and the Claimant has provided PECO with engineering reports documenting the cause of the damage. PECO has never disputed these findings, yet it refuses to repair the damage, refuses to provide documentation disclosing its repair project in detail.

3. PECO has also failed to produce any easement or anchor agreement authorizing its occupation of the Claimant's property. A title search confirms that no easement exists. Despite this, PECO claims it may enter the Claimant's property, perform construction, and withhold information.

4. PECO's actions violate:

- (a) Philadelphia Code Chapter 11-700 and § 11-705
- (b) PECO Tariff Rules 6, 7, 9, and 10
- (c) Commission precedent, including *Messina v. Bell Atlantic-PA*

5. This case is not complicated.

A utility cannot damage private property, refuse repairs, refuse documentation, and refuse to show the legal authority that supports its actions.

## **II. Legal Standard**

Under Title 66 Pa. C.S. §1501, PECO must provide service that is:

- (a) Safe
- (b) Adequate
- (c) Reasonable

- (d) Properly maintained
- (e) Corrective of unsafe conditions
- (f) Responsive to customer complaints

The Commission has long held that utilities are responsible when their equipment or service practices cause harm.

### **III. LEGAL ARGUMENT:**

The Claimant respectfully request that this matter remain under the jurisdiction of the Pennsylvania Public Utility Commission. The issues before the PUC are not general civil disputes they go directly to the heart of the Commission's statutory authority under the Public Utility Code.

This case requires the Commission to determine whether a jurisdictional utility provided safe, adequate, and reasonable service as required by Title 66 Pa. C.S. §1501. It requires an evaluation of the utility's equipment, its maintenance practices, its response to hazardous conditions, and whether its conduct caused or contributed to the property damage at issue.

These are technical, service-related questions that only the Commission is empowered—and equipped—to answer. Pennsylvania law is clear: when the core of a dispute involves utility service, safety, reliability, or compliance with Commission regulations, the Commission has primary and exclusive jurisdiction. Civil courts do not make those determinations in the first instance. The legislature entrusted that responsibility to this body because of its expertise, its regulatory oversight, and its duty to protect the public interest.

Keeping this matter within the Commission ensures a consistent application of the Public Utility Code, a fact-driven evaluation of the utility's conduct, and a resolution grounded in the standards that govern all jurisdictional utilities.

The evidence in this case establishes a clear and consistent pattern: PECO failed to maintain its equipment, allowed that equipment to deteriorate into an unsafe condition, ignored repeated notice of the hazard, and violated its statutory duty under Title 66 Pa. C.S. §1501 to provide safe, adequate, and reasonable service.

The damage to the Claimant's property did not occur because PECO performed work. It occurred because PECO allowed a deteriorated bracket and its aerial lines to pull on the Claimant's rear wall. Tantala Associates confirmed this in both engineering reports. PECO's own work order #\_\_\_\_\_ confirms it as well. The additional damage report sent to PECO on 06/15/2025 and the Claimant's 11/22/2025 Lintel repair proves the unsafe condition persists because PECO never properly completed all the repairs outlined in the engineer' reports, see exhibit #10.

For these reasons, the Complainant respectfully request that the Commission retain full jurisdiction over this case and proceed to adjudicate the service-related issues presented.

## IV. Summary of Claimant's Position

### **The evidence will show:**

1. **PECO's equipment** caused structural damage.  
**PECO Work Order** 19203009-04 admits the bracket was pulling bricks from my wall. Tantala's engineering reports confirm the distress was caused by PECO's aerial utility connections.
2. **PECO failed to investigate or correct the problem for years.**  
I notified PECO in January 3, 2022 (**Exhibit #2**).  
PECO ignored engineering recommendations from 2023 and 2025.  
PECO refused to address interior damage despite repeated documentation.
3. PECO withheld critical information.  
PECO did not provide the work order showing the bracket was pulling bricks until after mediation failed. This prevented a fair resolution and shows unreasonable service.
4. Claimant's property damage continued because PECO failed to follow engineering recommendations.  
Recurring damage documented in 2025, see exhibit # \_\_\_\_\_  
and did not follow the engineer's instructions.
5. **PECO's conduct shows a pattern of:**  
Unreasonable service delays  
Concealment  
Failure to investigate  
Failure to communicate  
Failure to correct unsafe conditions
6. "PECO withheld critical information — including Work Order 19203009-04, which admits their bracket was pulling bricks from the Claimant's wall — This prevented a fair resolution and demonstrates PECO's ongoing failure to investigate, communicate, and correct unsafe conditions, in violation of their obligations under Title 66 Pa. C.S. §1501."  
This framing does three things:

## V. Issues to Be Presented

- (a) Whether PECO violated §1501 by failing to provide safe, adequate, and reasonable service.
- (b) Whether PECO's equipment caused or contributed to the structural damage and water intrusion.
- (c) Whether PECO failed to investigate my complaints in a timely and reasonable manner.
- (d) Whether PECO failed to follow engineering recommendations and correct unsafe conditions.
- (5) Whether PECO's delays, concealment of information, and failure to communicate demonstrate unreasonable service.
- (6) Whether the Commission should order findings of violation and appropriate relief.

**VI. Witnesses**

**1. Complainant will testify about:**

- (a) The condition of my property before PECO's equipment caused damage
- (b) My repeated notices to PECO beginning January 3, 2022
- (c) PECO's refusal to investigate interior damage
- (d) PECO's delays and failure to provide information
- (6) Recurring damage documented through 11/22/2025
- (7) The impact on my home and property

**2. Supporting Witnesses**

- (1) Contractors and photographic evidence
- (2) PECO employees identified in Work Order 19203009-04 dated October 16, 2024

**VII. Exhibits**

Claimant will introduce the following exhibits, all of which are relevant, reliable, and directly tied to PECO's violation of Title 66 Pa. C.S. §1501. Refer to Appendix B: CLAIMANT'S

**EXHIBIT PACKET**

**The Evidence Will Show:**

- 1. PECO's equipment caused structural damage.
- PECO Work Order 19203009-04 admits the bracket was pulling bricks from my wall. Tanala's engineering reports confirm the distress was caused by PECO's aerial utility connections.

**2. PECO failed to investigate or correct the problem.**

PECO was notified on January 3, 2022 (Exhibit #3).

PECO ignored engineering recommendations from 2023 and 2025.

PECO refused to address interior damage despite repeated documentation.

PECO withheld critical information.

PECO did not provide the work order showing the bracket was pulling bricks until after mediation failed.

This prevented a fair resolution and shows unreasonable service.

Damage continued because PECO failed to follow engineering recommendations.

Recurring damage documented in 2025, see exhibit #10).

PECO only repaired a portion of the wall and did not follow the engineer's instructions.

**5. PECO's conduct shows a pattern of unreasonable service.**

Delays

Concealment

Failure to investigate

Failure to communicate

Failure to correct unsafe conditions

This is exactly what §1501 is designed to prevent.

## VIII. Tariff Compliance and PECO's Failure to Meet Its Obligations

1. PECO Failed to cite any Tariff authority supporting its refusal to repair the Complainant's property damage. On September 8, 2025, PECO asserted that the damage to the Claimant's rear wall and parapet roof was "outside the damaged area," yet provided no citation to its Tariff or any PUC regulation supporting this conclusion.
2. PECO's Tariff (Electric Pa. P.U.C. No. 1) requires the Company to maintain its equipment safely and correct hazardous or defective conditions arising from its facilities. The Tariff does not authorize PECO to:
  - (a) Decline repairs without investigation
  - (b) Ignore engineering reports
  - (c) Refuse to provide documentation of repairs
  - (d) Shift responsibility to the property owner without legal basis
3. PECO's failure to address the engineering reports or provide the details of the repair project violates its Tariff obligations.
4. Pursuant to **PECO Tariff Rules 6, 7, 9, and 10**, PECO is required to:
  - (a) **Rule 6 – Company's Installation:** Maintain its equipment in a safe condition and correct unsafe or defective conditions arising from its facilities.
  - (b) **Rule 7 – Customer's Installation:** Ensure that PECO-owned equipment does not damage customer property and cannot shift responsibility for PECO equipment onto the customer.
  - (c) **Rule 9 – Equipment must** avoid damage, and restore any property it disturbs or damages.
  - (d) **Rule 10 – Company's Liability:** Repair or compensate for damage caused by PECO's negligence or defective equipment.
5. PECO's refusal to repair the Claimant's damaged wall and parapet roof, and refusal to provide documentation of its its construction project are direct violations of these Tariff obligations. PECO has not cited any Tariff authority supporting its position that any area of the damage to the Claimant's is "outside the damaged area," nor has it provided any lawful basis for withholding construction plans or refusing to produce an easement or anchor agreement.
6. The Claimant respectfully requests that the Commission compel PECO to comply with these Tariff rules and to repair all damage caused by its equipment.

## IX. PECO Must Comply With Philadelphia Code Chapter 11-700 and § 11-705 Regardless of Any Claimed Easement

1. Philadelphia Code Chapter 11-700 (Right-of-Way Management) and § 11-705 (Construction) require utilities to:
  - (a) Obtain proper authorization
  - (b) Maintain safe facilities

- (c) Protect adjacent private property
- (d) Comply with all construction and maintenance standards

These obligations apply **regardless of whether PECO claims an easement, anchor agreement, license, or adverse possession theory**. No provision of the Code exempts a utility from compliance based on how it asserts its property rights.

PECO's refusal to disclose construction plans, refusal to repair damage, and refusal to address engineering reports violate these statutory requirements.

## **X. PECO Violation of Tariff 9, and 10 are specific regarding PECO's equipment**

### **(a) Rule 9 – Equipment**

#### **PECO must restore any property it damages**

PECO must have lawful access to private property and must restore any property it damages. PECO has produced **no easement**, no anchor agreement, and no legal authority for its entry.

### **(b) Rule 10 – Company's Liability**

PECO is liable for damage caused by its negligence or defective equipment. The engineering reports establish that PECO's equipment caused the damage.

By allowing its service line and associated hardware to deteriorate, PECO exceeded the limited property rights granted under its Tariff and created a hazardous condition that physically invaded Complainant's property. PECO had no lawful authority to maintain equipment in a manner that caused structural damage, water intrusion, and interference with Complainant's exclusive possessory rights.

The trespass is ongoing because PECO has not corrected the unsafe condition, has not repaired the damage caused by its equipment, and continues to maintain facilities on Complainant's property in violation of **§1501** and the above-referenced Tariff rules. The Commission has jurisdiction because the trespass arises from PECO's failure to comply with its statutory and Tariff-based duties governing installation, inspection, maintenance, and safety of service equipment. Accordingly, Complainant requests that the Commission order PECO to:

- (a) Immediately correct the unsafe condition on Complainant's property;
- (b) Repair all damage caused by its equipment; and
- (c) Cease the ongoing trespass by bringing its facilities into full compliance with **66 Pa.C.S. §1501 and Tariff Rules 6, 7, 9, and 10**.

## **XI. TRESPASS (SUPPORTING VIOLATION OF 66 Pa.C.S. §1501 AND PECO TARIFF RULES 6, 7, 9 & 10)**

1. **PECO "Placement of New Midspan Pole 50866D on Claimants property without her engineer's approval as instructed, see Exhibit #\_\_\_. If PECO's equipment physically intruded onto or damaged parts of the Claimant's property beyond the easement, that is typically considered trespass by physical invasion.**

2. **A utility easement gives the company limited rights—only those necessary to operate and maintain its equipment within the boundaries of the easement. If the utility’s equipment falls, fails, or extends beyond the easement, causing damage to parts of the property not covered by the easement, that can constitute trespass.**
  - (a) The Claimant agreed to allow PECO to install a pole **only if her engineer approved the project.**
  - (b) PECO installed the pole **before** engineer approved it.
  - (c) **Therefore, the condition for permission was not satisfied.**
3. Under Pennsylvania law, this means:
  - (a) The permission was **conditional**, not absolute.
  - (b) PECO acted **outside the scope** of the permission granted by the Claimant
  - (c) **Entering the property and installing a pole under those circumstances can constitute trespass.**
4. PECO’s conduct constitutes a continuing trespass upon Complainant’s property. A trespass occurs when a utility, without legal right or permission, causes a physical intrusion onto private property or allows its facilities to create damaging conditions on the land. Here, PECO’s deteriorated service equipment, improper installation practices, and failure to maintain its facilities in a safe and reliable condition resulted in repeated physical intrusion and direct damage to Complainant’s home.
5. PECO’s trespass is not an isolated tort claim; it arises directly from PECO’s violations Title 66 of its

The trespass is ongoing because PECO has not corrected the unsafe condition, has not repaired the damage caused by its equipment, and continues to maintain facilities on Complainant’s property in violation of **66 Pa.C.S. §1501**. The Commission has jurisdiction because the trespass arises from PECO’s failure to comply with its statutory and Tariff-based duties governing installation, inspection, maintenance, and safety of service equipment.

Accordingly, Complainant requests that the Commission order PECO to:

1. Immediately correct the unsafe condition on Complainant’s property;
2. Repair all damage caused by its equipment; and
3. Cease the ongoing trespass by bringing its facilities into full compliance with **66 Pa.C.S. §1501** and **Tariff Rules 6, 7, 9, and 10.**

### **Relief Requested**

The Claimant respectfully request:

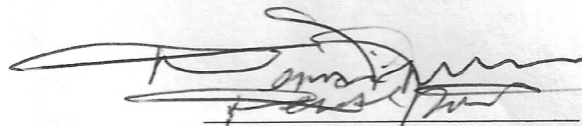
1. A finding that PECO violated Title **66 Pa.C.S. §1501**.
2. A finding that PECO failed to follow its Tariff obligations.
3. Repair the documented property damage.
4. Any additional relief the Commission deems appropriate

- (c) Consider PECO's noncompliance when ruling on any future requests for continuances or procedural accommodations; and
- (d) Grant any other relief the Court deems just and appropriate.

**Letter of Service - Copy Emailed To:**

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