

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**File with:**

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, April 23, 2026 at 10:00am**

Dear Secretary Homsher:

Enclosed for filing in the above-captioned matter is the Complainant's Revised and Consolidated Filing, submitted to replace and supersede the packet filed on February 16, 2026. This replacement filing is necessary because:

- (1) The Hearing date has been rescheduled to April 23, 2026;
- (2) The previous filing contained clerical and other errors including exhibit-identification inconsistencies; and
- (3) This consolidated, corrected packet will ensure a clear and accurate record for the upcoming Hearing.

**The enclosed materials include:**

- (1) **NOTICE OF REPLACEMENT FILING PACKET FOR April 23, 2026 HEARING.** This filing does not alter the substance of the Complainant's claims, evidence, or requested relief. It is submitted solely to maintain a clean, accurate record for the Hearing.
- (2) Revised Motion to Notify the Administrative Law Judge (ALJ) of PECO's Noncompliance
- (3) Revised Petition for Special Relief
- (4) Revised Notice to Plead
- (5) Revised Discussion & Statement of Facts
- (6) Corrected Appendix A (Case-at-a-Glance)
- (7) Corrected Appendix B (Exhibit Packet 1-16, A & B (email excerpts))
- (8) A Certificate of Service is included confirming service upon Respondent's counsel.

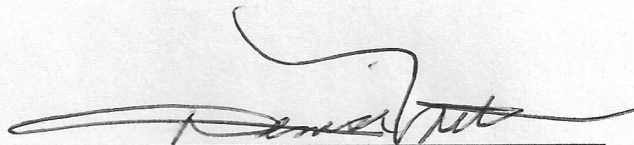
(9) Verification

Respectfully submitted,

Date: 3/25/26

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

Margaret A. Morris  
Cira Centre, 13th Floor  
2929 Arch Street  
Philadelphia, PA 19104  
Direct: 215-495-6535 | Main: 215-495-6500  
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CLAIMANT

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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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**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**JUDGE'S ROADMAP: SIX KEY FACTS ESTABLISHED BY THE EXHIBITS**

This Roadmap is provided to assist the Court in reviewing the evidentiary record for the April 23, 2026 Hearing. The following six facts are the central issues to be proven by the Claimant's Exhibit Packet Exhibits 1–16, A & B (email excerpts) and are directly relevant to whether PECO violated **66 Pa.C.S. §1501**.

**1. PECO's deteriorated service equipment was pulling on the Claimant's rear wall.**

PECO's Work Order #19203009-04 documents that its bracket collapsed and that PECO's aerial wires were "*pulling on bricks at the back of the Claimant's house.*" **Exhibit 11, page 2 (a) & Exhibit 1, page 3, photo 9(b)–9(c)**

**2. The Claimant notified PECO of the hazardous condition on January 3, 2022.**

The Claimant's initial written notice reported that PECO's aerial lines were pulling on the Claimant's rear wall and causing structural distress. **Exhibit 3**

**3. Independent engineering reports confirm PECO's equipment caused the structural damage.**

Tantala Engineering '2023 and '2025 reports confirm the failure originated from PECO-owned equipment and that the resulting structural damage was consistent with tension from PECO's aerial utility connections. **Exhibit 9, page 3(a)**

**4. PECO withheld critical information needed for resolution**

PECO did not provide Work Order #19203009-04 to the Claimant until April 22, 2025, despite repeated requests and despite knowing the Claimant's structural engineer required the document. **Exhibit 11, page 2(a), 3(b) and 6(c)**

**5. Damage continued because PECO failed to follow the engineer's repair instructions.**

The June 13, 2025 engineering inspection report documented missing mortar, open separations, and ongoing water intrusion, confirming that PECO's repairs were incomplete and continued to cause new damage. **Exhibit 10, page 2-6, (a) through (g).**

**6. PECO's conduct demonstrates a pattern of unreasonable service.**

PECO's delayed responses, incomplete repairs, failure to disclose mold, refusal to provide documentation, and denial of responsibility despite its own records all constitute unreasonable service under 66 Pa.C.S. §1501.

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

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, April 23, 2026 at 10:00am**

Ms McNeal:

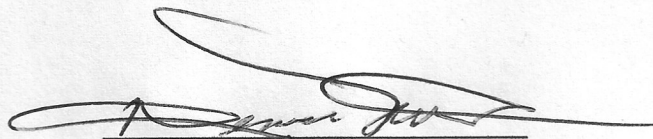
Enclosed for filing in the above-captioned matter is the Complainant's **NOTICE OF REPLACEMENT FILING PACKET FOR April 23, 2026 HEARING** submitted to replace and supersede the packet filed on February 16, 2026. This filing does not alter the substance of Complainant's claims, evidence, or requested relief. It is submitted solely to maintain a clean, accurate record for the Hearing. This replacement filing is necessary because:

- (1) The Hearing date has been rescheduled to April 23, 2026;
- (2) The previous filing contained clerical and other errors including exhibit-identification inconsistencies; and
- (3) This consolidated, corrected packet will ensure a clear and accurate record for the upcoming **April 23, 2026 Hearing**. 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 at the above referenced Hearing.

Date: *3/25/26*

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

Margaret A. Morris  
Cira Centre, 13thFloor  
2929 Arch Street  
Philadelphia, PA 19104  
Direct: 215-495-6535 | Main: 215-495-6500  
[cobrien@regerlaw.com](mailto:cobrien@regerlaw.com) | [regerlaw.com](http://regerlaw.com)



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4801 GRANSBACK ST, APT #1  
Philadelphia, PA 19120  
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**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
**DOCKET NO. C-2024-3052605**

**NOTICE OF REPLACEMENT FILING PACKET FOR April 23, 2026 HEARING**

Date 3/23/26

To: Margaret A. Morris  
Cira Centre, 13thFloor  
2929 Arch Street  
Philadelphia, PA 19104  
Direct: 215-495-6535 | Main: 215-495-6500  
Email: [mmorris@regerlaw.com](mailto:mmorris@regerlaw.com)  
File Copy Sent To: [cobrien@regerlaw.com](mailto:cobrien@regerlaw.com)|[regerlaw.com](http://regerlaw.com)

RE: **Denise Mitchell v. PECO Energy Company (PECO)**  
Date of Hearing: **Thursday, April 23, 2026 at 10:00am**

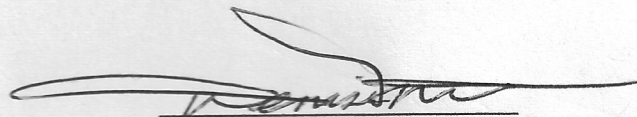
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- (1) The Hearing date has been rescheduled to April 23, 2026;
- (2) The previous filing contained clerical and other errors including exhibit-identification inconsistencies; and
- (3) This consolidated, corrected packet will ensure a clear and accurate record for the upcoming Hearing.

**The Enclosed Materials Include:**

- (1) Notice of Replacement Filing Packet
- (2) Revised Motion to Notify the ALJ of PECO's Noncompliance
- (3) Revised Supplemental Petition and Motion
- (4) Revised Petition for Special Relief
- (5) Revised Notice to Plead
- (6) Revised Discussion & Statement of Facts
- (7) Corrected Appendix A (Case-at-a-Glance)
- (8) Corrected Appendix B (Exhibit 1-16, A & B (email excerpts))
- (9) Corrected Certificate of Service is included confirming service upon Respondent's counsel.
- (10) Corrected Verification

Respectfully submitted,



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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**  
**Date of Hearing: Thursday, April 23, 2026 at 10:00am**

**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** dated February 14, 2025, Setting Resolution Conference 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 consented 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, and PECO performed an exterior site visit in July ‘2025. **Exhibit 8, page 7(g)**

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

“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, page 1(a)**)

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

(a) “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, page 1(a)**

(b) These communications confirm that the resolution conference process occurred and that PECO ended the negotiations.

**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, but failed to submit it.

6. This is in **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 was ended and why,
- (c) identify issues resolved or narrowed, and
- (d) assist the ALJ in preparing the case for the Hearing.

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

- (a) obstructs the procedural record,
- (b) prevents proper narrowing of the 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 the Complainant respectfully requests the following:

- (a) Direct PECO to promptly file the overdue report, or in the alternative,

- (b) Deem the unresolved issues identified in Complainant's filings as uncontested for purposes of the 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.

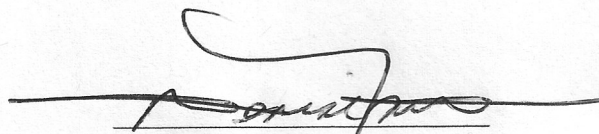
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File Copy and Exhibits Sent To: [cobrien@regerlaw.com](mailto:cobrien@regerlaw.com) | [regerlaw.com](http://regerlaw.com)

Date: 3/25/26



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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**

---

**NOTICE TO PLEAD**

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**CLAIMANT'S PETITION FOR SPECIAL RELIEF**

To The Honorable **Administrative Law Judge**, Barbara Shadie Nause, (ALJ)  
The Claimant, Denise Mitchell, respectfully petitions the Pennsylvania Public Utility Commission (PUC) 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 Nickens, denied the Claimant's request for Mediation. Exhibit 2, page 1(a) and (b).** 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 PECO terminated the Mediation and the matter now properly returns before the PUC for adjudication. **Exhibit A, page 1(a) and Exhibit B, page 1(a)**
- (c) The Claimant appears before the PUC to object to PECO's handling of her Claim **#C2022120476**, filed on **January 3, 2022**. **Exhibit 3**
- (d) The Claimant is submitting her Formal Complaint, requesting that the Pennsylvania Public Utility Commission (PUC) review the evidence she provides and determine whether PECO violated any of its Pennsylvania Tariff Rules, Utility Code Requirements, or PUC-approved Regulations in handling PECO's Claim **#C2022120476**, filed on January 3, 2022.
- (e) The licensed structural engineer's June 13, 2025 Follow-up 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. **Exhibit 10, page 2(a) through 5(g)**

The engineer identified missing mortar, open separations that continue to allow water intrusion, including the new damage reported to PECO on June 15, 2025. **Exhibit 15** and the unreported lintel repair that occurred on 11/22/2025. **Exhibit 1, photo 12 and the blow up listed as Exhibit 16.** These findings prove that PECO's inadequate and unfinished repairs are still the direct cause of the Claimant's ongoing property damage in violation of **66 Pa.C.S. §1501.**

**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 PUC standards for safe and reasonable service pursuant to **66 Pa.C.S. §1501.**

**I. DISCUSSION AND STATEMENT OF THE FACTS**

1. The Claimant notified PECO on January 3, 2022 that its aerial lines were pulling on the bricks of the rear wall on her property. PECO's claims handling was procedurally deficient. PECO's own Work Order 19203009-04 confirms this fact. **Exhibit 11, page 2(a) and 3(b).** PECO failed to investigate the interior damage, failed to follow engineering recommendations, and failed to provide required documentation. The Claimant's property continues to experience damage due to PECO's incomplete repairs. **Exhibit 15 and 16**
  - (a) PECO's September 8, 2025 email **Exhibit 4, page 2(c)** omits PA Tariff Rule 12.1 notice.
  - (b) Consequential Mold Damage - PECO's Senior Claims Manager, Robert Nickens, failed to share information or to inform the Claimant in writing about the mold he discovered during his inspection on January 7, 2022. This omission played a key role in the mold spreading throughout the Claimant's second-floor unit. The Claimant was unaware of this mold condition, as the second-floor unit is located on a different side of the property and is not an area frequented by the Claimant due to her age and cervical nerve root disorder that makes it hard for her to navigate the stairs to enter that space. The infestation continued for 13 months until a Section 8 pre-inspection was performed to rent the unit under the program. The Claimant wants to know why PECO's Senior Claims Manager, Robert Nickens, waited until May 16, 2024, to inform the Claimant of his knowledge about the mold in the second-floor unit. Was he not obligated to share this information with her on January 7, 2022, or soon thereafter? PECO's Senior Claims Manager bears direct responsibility for the mold growth; thus, consequential damages are attached to the damage caused by PECO. **Exhibit 14D, page 1-5 & 14 E, page 1**
  - (c) The Claimant notified PECO on January 3, 2022 that its aerial lines were pulling on the bricks of the rear wall. PECO's own Work Order 19203009-04 confirms this fact. PECO failed to fully investigate interior damage, failed to follow engineering recommendations, and failed to provide required documentation. The Claimant's property continues to suffer damage due to PECO's incomplete repairs. This violates Title 66 Pa. C.S. §1501. **Exhibits 15 & 16**

2. PECO's equipment caused damage to the Claimant's rear wall, and the Claimant has proof that PECO has never disputed these findings. However, PECO refuses to repair all the damage and to provide full documentation of its repair project.
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 also 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 company cannot damage private property, refuse to make repairs, decline documentation, or refuse to provide the legal authority that justifies its actions.

## **II. Legal Standard**

1. The PUC has long held that utilities are responsible when their equipment or service practices cause harm. Pursuant to Title 66 Pa. C.S. §1501, PECO must provide service that is:
  - (a) Safe
  - (b) Adequate
  - (c) Reasonable
  - (d) Properly maintained
  - (e) Correct unsafe conditions
  - (f) Respond to customer complaints

## **III. LEGAL ARGUMENT:**

1. The Claimant respectfully request that this matter remain under the jurisdiction of the Pennsylvania Public Utility Commission (PUC). The issues before the PUC are not general civil disputes they go directly to the heart of the PUC's statutory authority pursuant to Title 66 Pa. C.S. §1501.
2. This case requires the PUC to determine whether a jurisdictional utility provided safe, adequate, and reasonable service pursuant to 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.
3. These are technical, service-related questions that only the PUC is empowered—and equipped—to answer. Pennsylvania law is clear: when the core of a dispute involves utility service, safety, reliability, or compliance with PUC regulations, the PUC 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.

4. Keeping this matter within the PUC's jurisdiction 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.
5. 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.
6. The damage to the Claimant's property did not occur because PECO performed work. It happened because PECO allowed a deteriorated bracket and its aerial lines to pull on the Claimant's rear wall. Tantala Associates assessment report confirmed this. PECO's work order #19203009-04 also verifies this. **Exhibit 11, pages 2(a) and 3(b)**. PECO's refusal to address this information has obstructed a fair resolution of claim #C-2022-120476 and underscores PECO's ongoing failure to investigate, communicate, and repair unsafe conditions, in violation of their obligations pursuant to Title 66 Pa. C.S. §1501.
7. The additional damage report sent to PECO on June 15, 2025 and the Claimant's November 22, 2025 lintel repair proves the unsafe condition persists because PECO never properly completed all the repairs outlined in the engineer's report. **Exhibit 10, page 2(a) through 5(g)**
8. For these reasons, the Complainant respectfully request that the PUC 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 Work Order** 19203009-04 documents the collapse of PECO's bracket and states that the aerial lines attached to it were pulling on the Claimant's rear wall. **Exhibit 11, pages 2(a) and 3(b)**. Tantala's engineering report confirm that the stress was caused by PECO's aerial utility connections. **Exhibit 9, pages 3(a) through 4(c)**
2. **PECO Failed To Investigate Or Correct The Problem For Years.**  
The Claimant notified PECO on January 3, 2022. **Exhibit 3**. PECO continues to ignore the contractor's and engineer's repair recommendations. PECO refuses to address the extent of interior mold damage in Claimant's second-floor unit. **Exhibit 14 D, page 4 (b), and 14 E**
3. PECO withheld critical information.  
PECO did not provide the work order showing that its bracket was collapsed and that the attached wires were pulling bricks on the Claimant's rear wall until after mediation failed. This prevented a fair resolution and demonstrates unreasonable service. **Exhibit 11 page 2 and 3 (a)**
4. The Claimant's property damage continued because PECO did not follow the engineer's recommendations, **Exhibit 9, page 4 (c), Exhibit 10, page 4(f) to 5(g), Exhibits 15 and 16**, that address ongoing damages.

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 crucial information—including Work Order 19203009-04, which admits to its collapsed bracket and the subsequent pulling of the bricks on the Claimant's rear wall caused by the attached aerial wires. **Exhibit 11, page 2(a) and 3(b)**. This hindered a fair resolution and underscores PECO's ongoing failure to investigate, communicate, and address unsafe conditions, in violation of their obligations under Title 66 Pa. C.S. §1501.

# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Docket No. C-2024-305260

To The Honorable Barbara Shadie Nause,  
RE: Denise Mitchell v. PECO Energy Company (PECO)

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

### Core Issue

The Philadelphia Code (Chapter 11-700 and § 11-705) and PECO's Commission-approved Tariff Rules 6, 7, 9, and 10 constitute binding legal standards governing PECO's operations. Noncompliance with these provisions is direct evidence of unsafe, unreasonable, or inadequate service under 66 Pa.C.S. §1501.

### 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 her rear wall. **Exhibit 3**
3. PECO's own work order and technician notes confirm that PECO aerial wires were pulling on the bricks of the Claimant's rear wall. **Exhibit #1, photos 9(b)-(c) and Exhibit #11, page 2(a)**
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. **Exhibit 11, page 2(a) and 3(b)**

### 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 acknowledges the full collapse of its bracket. **Exhibit 11, page 3(a)**
2. Independent engineering and contractor's report confirms the failure originated from PECO-owned equipment ruling out homeowner equipment as the source. **Exhibit 6 page 2(a) and Exhibit 9, page 3(a) through 4(c)**

### 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. **Exhibit 1, photo 7, 9(b) and (c)**

Page 1 of 2 Case-at-a-Glance

**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 property damage
3. Any additional relief the Commission deems just and appropriate.

**Why The Evidence Meets The Standard**

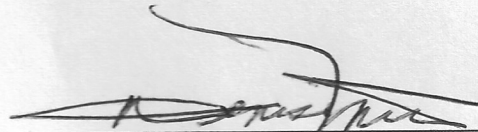
1. The failure occurred on PECO-owned equipment.
2. The deterioration was long-standing and preventable.
3. PECO's records confirm the Complainant's claim.
4. The engineering report provides independent causation for the Claimant's damages.
5. The facts satisfy both prongs of Title 66 Pa.C.S. §1501 test,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

Page 2 of 2 Case-at-a-Glance

Date: 3/4/26

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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)

**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 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 did not reference PA Tariff Rule 12.1, highlighting procedural shortcomings and a failure to follow the required guidelines. PECO's violation of Title 66 Pa.C.S. §1501.

**Exhibit #5 Engineer's Project Approval**

**Description:** Claimant submission- **Instructions to PECO's** to delay repair activity pending Claimant's engineer's approval, 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 Observation**

**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 07/2025 email stating it visited Claimant's property and performed an exterior inspection. Previously PECO's Claims Manager, Robert 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 was in violation of Title 66 Pa.C.S. §1501 when it withheld this information from the Claimant from March 24, 2022 until April 22, 2025.

**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 – Response To Mr Nickens July 31, 2024 email stating the Claimant's roof was in disrepair.

**Exhibit #14 Documentation Of Damages**  
**Description:** Claimant's submission – PECO's claim manager, Robert Nickens, rejected the **Claimant's documentation of damages. See 14A - PECO's Rejection Of Remedial Work; 14B – Unit condition prior to damages; 14C - Claimant's completed remedial work; 14D - Photographs of mold evidence throughout 2nd-floor unit; 14E - PECO's Concealment Of Mold Timeline and 14F - PHA Inspection Report – No evidence of mold reported.**

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

**Description:** Claimant's 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 Claimant's 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 blow-up of Exhibit 1, photo 12 and repair work being performed. This damage was not presented to PECO due to the upcoming Hearing initially scheduled for **January 20, 2026**, changed to **February 26, 2026** and currently scheduled for **April 23, 2026**. PECO's continued efforts to delay hearing constitutes a violation of Title 66 Pa.C.S. §1501.

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

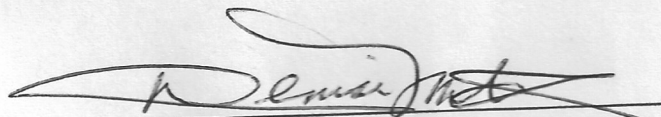
**Exhibit B:** Email from Khadijah Scott to Mediator dated September 9, 2025

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

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Date: 3/25/26



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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: **April 23, 2026 at 10:00am**

**Motion To THE HONORABLE Barbara Shadie Nause,**

**Administrative Law Judge, PA Public Utility Commission**

---

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

1. The Claimant respectfully moves this Honorable Court to issue an order confirming PECO's responsibility for the structural damage to the Claimant's property and directing PECO to complete all corrective work as specified in Tantala's Engineering 06/13/2025 Follow-up report Exhibit 10, page 4(f) through 5(g)
2. The Claimant has documented the issues pertaining to the fact that PECO is responsible for the Mold and Parapet Wall damage and must make the repairs as requested by the Claimant.
3. The PUC finds that the project had to be approved by a licensed engineer and that PECO's failure to provide Work Order No. 19203009-04 to the Claimant between October 16, 2024 and April 22, 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.
4. Granting any other relief the Court deems just and proper under the circumstances.

Respectfully Submitted,  
Claimant, Denise Mitchell

## I. Issues To Be Presented

1. Whether PECO violated §1501 by failing to provide safe, adequate, and reasonable service.
2. Whether PECO's equipment caused or contributed to the structural damage and water intrusion.
3. Whether PECO failed to investigate Complaint's claim 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.

## II. Witnesses

### 1. Complainant Will Testify About:

- (a) The condition of the Claimant's second-floor unit prior to the water damage PECO's equipment caused. **Exhibit 14B page 1 & 2**
- (b) The 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 November 22, 2025. **Exhibit 15 and 16**
- (7) The impact on Claimant's home and property

### 2. Supporting Witnesses

- (1) Engineer and contractor report along with photographic evidence
- (2) PECO employees identified in Work Order #19203009-04 dated October 16, 2024

## III. Exhibits

Claimant will present the following exhibits, all of which are relevant, reliable, and directly related 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 acknowledges that its bracket collapsed, causing the wires attached to it to pull on the Claimant's rear wall, resulting in brick separation which allowed water to enter the Claimant's property. The Contractor and Tantala's engineering report confirm that this stress was caused by PECO's aerial utility connections.
2. **PECO failed to properly investigate or correct the problem. Exhibit 8, pages 1 through 7** PECO was notified on January 3, 2022. **Exhibit 3.** PECO disregarded the engineering recommendations from '2023 through '2025.

3. PECO withheld critical information. **Exhibit 11, page 2(a) and 3(b)**, PECO did not provide its work order #19203009-04, mediation failed. **Exhibit 11, page 6(a)** which states that PECO knew the Claimant requested this information for her engineer's approval. **Exhibit 9 page 4 (C)**. This prevented a fair resolution and shows unreasonable service in violation of Title 66 Pa. C.S. §1501.
4. Additional damage occurred because PECO did not follow engineering recommendations. A recurring damage report was submitted to PECO on 06/15/2025. **Exhibit 15**. The unreported damage in **Exhibit 16** has not been submitted due to the pending hearing scheduled for April 23, 2026. These issues exist because PECO failed to 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 Title 66 Pa. C.S. §1501 is designed to prevent.

#### **IV. PECO's Failure to Meet Its Obligations**

1. The Philadelphia Code (Chapter 11-700 and § 11-705) and PECO's Commission-approved Tariff Rules 6, 7, 9, and 10 constitute binding legal standards governing PECO's operations. Noncompliance with these provisions is direct evidence of unsafe, unreasonable, or inadequate service pursuant to 66 Pa.C.S. §1501." PECO's conduct violates several binding Tariff rules that have the force of law:
  - (a) **Rule 6 – Company's Installation**  
PECO must maintain its equipment in safe operating condition and correct unsafe or defective conditions. **Violation:** PECO ignored repeated written notices and contractor/engineering findings documenting hazardous conditions, and never inspected the issues raised.
  - (b) **Rule 7 – Customer's Installation**  
PECO is responsible for PECO-owned equipment on customer property and cannot shift responsibility to the customer. **Violation:** PECO attempted to blame the customer for issues involving PECO-owned equipment and refused to fully investigate.
  - (c) **Rule 9 – Equipment**  
PECO must avoid damaging customer property and restore any property it disturbs. **Violation:** PECO's defective equipment caused property damage, and PECO declined to repair all affected areas.
  - (d) **Rule 10 – Company's Responsibility**  
PECO must repair damage caused by its negligence or defective equipment. **Violation:** PECO refused to repair damage despite clear evidence of defective equipment and prolonged inaction.

(e) **Rule 12.1 – Claims Handling**

PECO must acknowledge, register, investigate, evaluate, and issue a written decision on customer claims. **Violation:** PECO missed several steps—no acknowledgment, no complete investigation, no evaluation, and no detailed written decision.

2. PECO's refusal to repair the Claimant's damaged wall, parapet roof, and second-floor unit, as well as its refusal to provide documentation of its construction project, are direct violations of its Tariff obligations. PECO has not cited any Tariff authority supporting its position that any part of the damage to the Claimant's property 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.
3. The Claimant respectfully requests that the PUC compel PECO to cease its violations pursuant to Title 66 Pa. C.S. §1501.

**V. 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
2. 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 follow the engineer's instructions violate these statutory requirements. **Exhibit 8 page 4 (d) and 6 (f). Mr Nickens failed to provide this information as promised this is a violation of Title 66 Pa.C.S. §1501.**

**VI. PECO Violation of Tariff 9, and 10 Are Specific Regarding PECO's Equipment**

1. **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 onto the Claimant's property.

2. **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 its limited property rights granted under its Tariff and created a hazardous condition that physically invaded the Complainant’s property. PECO had no lawful authority to maintain its equipment in a manner that caused structural damage, water intrusion, and interference with Complainant’s exclusive possessory rights in violation of **Title 66 Pa.C.S. §1501**.

3. PECO shall cease the ongoing trespass on Complainant’s property by ensuring that all PECO-owned facilities located on or affecting the property are promptly repaired, maintained, and operated in full compliance pursuant to 66 Pa.C.S. §1501 and Tariff Rules 6, 7, 9, and 10. The Claimant request an order for PECO to:

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

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

1. **Unauthorized Placement Of PECO’s Midspan Pole No. 50866D**

PECO placed the new midspan pole (No. 50866D) on the Claimant’s property without the Claimant’s engineer’s approval, despite being instructed that installation could occur only after engineering review. **Exhibit 9, page 4(c)**. Installing the pole before receiving approval, **Exhibit 5, page 1(a)**, violated the express condition of permission and constitutes a physical invasion of the Claimant’s property.

2. **Trespass by Exceeding The Scope of Any Claimed Easement**

A utility easement grants only those rights necessary to operate and maintain equipment within the easement boundaries. When PECO’s equipment fell, failed, or extended beyond the easement—causing damage to areas not covered by the easement—PECO committed trespass. The Claimant’s permission was conditional, not absolute, and PECO acted outside the scope of that permission.

3. **Trespass Under Pennsylvania Law**

- (a) Permission conditioned on engineering approval was not satisfied
- (b) PECO acted outside the scope of any permission granted
- (c) Entering the property and installing a pole under these circumstances constitutes trespass

4. **Continuing Trespass Through Deteriorated And Unsafe Equipment**

PECO's deteriorated service equipment, improper installation practices, and failure to maintain its facilities have caused repeated physical intrusions and direct damage to the Claimant's property. This includes:

- (a) structural damage,
- (b) water intrusion,
- (c) brick separation,
- (d) and ongoing unsafe conditions.

5. PECO's July 2025 site visit, **Exhibit 8, page 2(a)**, confirms PECO had actual notice of these conditions yet failed to correct them or produce the inspection report documenting what PECO observed.

6. **Trespass Arising From Tariff and Statutory Violations**

This trespass is not an isolated tort claim. It arises directly from PECO's violations pursuant to 66 Pa.C.S. §1501,

- (a) Tariff Rule 6 (Installation),
- (b) Tariff Rule 7 (Inspection & Maintenance),
- (c) Tariff Rule 9 (Equipment), and
- (d) Tariff Rule 10 (Company Responsibility).

7. PECO's failure to produce the July 2025 inspection report further demonstrates its noncompliance with Tariff Rule 7 and supports an adverse inference that the report would have confirmed the unsafe condition

8. **Ongoing Trespass**

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 PUC has jurisdiction because the trespass arises from PECO's failure to comply with its Tariff-based duties governing installation, inspection, maintenance, and safety of its service equipment.

9. **Requested Relief**

The Claimant respectfully requests that the Commission order PECO to:

- (a) Immediately correct the unsafe condition on the Claimant's property
- (b) Repair all damage caused by its equipment
- (c) Stop the ongoing trespass by ensuring its facilities fully comply with §1501 and Tariff Rules 6, 7, 9, and 10

9 **Additional Relief Requested**

PECO confirmed in writing that it conducted a site visit in July 2025. That visit is documented in **Exhibit 8, page 2(a)**. PECO has never produced the inspection report, photographs, or findings from that visit. Under Tariff Rule 7, PECO is required to maintain inspection records.

Their failure to produce the report supports an adverse inference that the findings would have confirmed the unsafe condition and PECO's responsibility for the damage. I respectfully request that the Commission disregard any findings PECO attempts to rely on from that visit unless the full report is produced."

10. **The Claimant Respectfully Requests:**

- (a) A finding that PECO violated 66 Pa.C.S. §1501
- (b) A finding that PECO failed to follow its Tariff obligations
- (c) An order directing PECO to repair all property damage.
- (d) Consider PECO's noncompliance when ruling on any future requests for continuation or procedural accommodations; and
- (e) Grant any other relief the Court deems just and appropriate

**Copy Emailed To:**

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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**

---

**Certificate of Service**

I, Denise Mitchell, Complainant in the above matter hereby certify that I have this day served a copy of Denise Mitchell's **NOTICE OF REPLACEMENT FILING PACKET FOR April 23, 2026 HEARING**, SUPPLEMENTAL PETITION, Motion To The Court, Notice To Plead, Claimant's Discussion & Facts being presented, with Exhibit Packet 1 through 16 and A & B (email excerpts) to the Respondent's Attorney by E-mailing a copy to Margaret A Morris,

**Denise Mitchell v. PECO Energy Company**  
**Date of Hearing: Thursday, April 23, 2026 at 10:00am**

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

Margaret A. Morris  
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Date: 3/25/26

  
CLAIMANT

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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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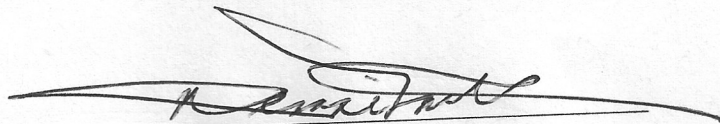
**VERIFICATION**

I, Denise Mitchell, hereby confirm that I am the Complainant in the above matter and am authorized to make this verification that the **NOTICE OF REPLACEMENT FILING PACKET FOR April 23, 2026 HEARING**, SUPPLEMENTAL PETITION, Motion To The Court, Notice To Plead, Claimant's Discussion & Facts, Exhibit Packet 1 through 16 and A & B (email excerpts) 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.

**Verification - Copy Emailed To:**

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