BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Karen Urbisci	:	
	:	
v.	:	C-2025-3058885
	:	
PECO Energy Company	:	

<u>INITIAL DECISION</u>

Before
Chad L. Allensworth
Administrative Law Judge

<u>INTRODUCTION</u>

This Initial Decision denies a Formal Complaint alleging that the electric utility company failed to provide reasonable service by failing to properly address and resolve hazardous vegetation management conditions on multiple occasions because Complainant failed to meet her burden of proving, by a preponderance of the evidence, that the electric utility violated the Public Utility Code, the Commission's regulations or an order of the Commission.

<u>HISTORY OF THE PROCEEDING</u>

On November 27, 2025, Complainant, Karen Urbisci, filed a Formal Complaint ("Complaint") with the Pennsylvania Public Utility Commission against Respondent, PECO Energy Company ("PECO"), alleging that she was having a reliability, safety or quality problem with her utility service and that PECO failed to address hazardous conditions on its power lines resulting in damage. Complaint ¶ 4. As relief, Complainant requested that the Commission: (a) investigate PECO, (b) require PECO to take corrective action and (c) award her compensation for damages. Complaint ¶ 5. The Commission served the Complaint on PECO on December 1, 2025.

On December 22, 2025, Respondent filed its Answer and New Matter denying the material averments of the Complaint. In its Answer, PECO denied that there was a reliability, safety or quality problem with Complainant's electric service. Answer ¶ 4. In its New Matter, PECO averred that the Commission did not have jurisdiction to award damages and that PECO was not required to provide perfect service. New Matter ¶¶ 12-15. The New Matter included a Notice to Plead that required Complainant to respond within 20 days from the date of service.

Additionally, on December 22, 2025, PECO filed Preliminary Objections ("POs") asserting that Complainant's request for monetary damages should be stricken as impertinent. The POs included a notice to plead that required Complainant to respond within ten days from the date of service.

Complainant did not respond to the New Matter or the POs.

On January 21, 2026, I issued an order granting PECO's POs striking Complainant's request for monetary damages.

On January 21, 2026, a Hearing Notice was issued scheduling a telephonic evidentiary hearing for March 20, 2026, at 10:00 a.m. Additionally, on January 21, 2026, a Prehearing Order was issued that set forth requirements for the hearing.

The hearing was convened as scheduled on March 20, 2026. Complainant appeared *pro se*, testified on her own behalf and presented the following exhibits that were admitted into the record:

- Complainant's Exhibit 1[1] – Four photos of utility lines dated February 16, 2025

- Complainant's Exhibit 2 – Four photos of utility lines with white fence and trees dated February 18, 2025

- Complainant's Exhibit 3 – Three photos of white fence and ground with burn marks dated August 30, 2025

- Complainant's Exhibit 4 – Fire Report dated August 30, 2025

PECO appeared and was represented by Margaret Morris, Esq. PECO presented the testimony of Robert Nickens – PECO Claims Manager[2] and Mark Trimber – PECO Senior Program Manager and Vegetation Manager[3]. PECO's witnesses sponsored the following 12 exhibits[4] that were all admitted into the record:

- PECO Exhibit 1 – Customer contacts

- PECO Exhibit 3 – December 14, 2022 vegetation trimming cycle

- PECO Exhibit 4 – OMS Report for February 2025

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1 The descriptive caption included in Complainant's Exhibit 1 was redacted pursuant to an evidentiary ruling at the hearing. Tr. 33.

2 Mr. Nickens has been employed by PECO for approximately 15 years, including six months as a claims manager, and his duties include overseeing claims submitted by customers related to outage. Tr. 39-42.

3 Mr. Trimber is an International Society of Arboriculture certified arborist who has been employed by PECO for approximately two years as a senior program manager and vegetation manager. Tr. 91-93.

4 PECO did not offer pre-labeled Respondent's Exhibit 2 during the hearing. Tr. 65.

- PECO Exhibit 5 – Weather data for February 2025
- PECO Exhibit 6 – Claim registration form signed February 23, 2025
- PECO Exhibit 7 – Section of PECO tariff
- PECO Exhibit 8 – OMS report for April 2025
- PECO Exhibit 9 – Weather data for April 2025
- PECO Exhibit 10 – Claim registration form signed June 5, 2025
- PECO Exhibit 11 – Nine photos of service address with fences, utility pole and a downed tree
- PECO Exhibit 12 – Email to Complainant sent August 14, 2025
- PECO Exhibit 13 – Claim registration form signed 12/26/2025

The parties waived the filing of post-hearing briefs and made closing statements. Tr. 113-118.

On April 10, 2026, the 122-page transcript was filed with the Commission. The record closed on April 13, 2026, when the hearing transcript exhibits were filed with the Commission.

FINDINGS OF FACT

1. Complainant is Karen Urbisci who resides at 288 Independence Road, King of Prussia, Pennsylvania, 19406 ("service address" or "Complainant's house"). Tr. 11.

2. Respondent is PECO Energy Company, which is a jurisdictional public utility providing electric service to Pennsylvania customers.

3. Complainant has resided at the service address since 2014 and receives electric service from PECO at that address. Tr. 11.

4. The parties stipulated that reliability is no longer part of this claim. Tr. 15.

5. PECO conducts vegetation maintenance to maintain safe reliability of electrical service through effective line clearance every four years. Tr. 94-95.

6. PECO has authority to trim, remove or separate trees, vegetation or any structures, which are off the right-of-way, that interfere with its aerial conductors such that they may post a threat to public safety or system reliability. Tr. 95.

7. PECO performs cyclic trimming every four years but will perform cycle maintenance as needed if there are storms. Tr. 94.

8. PECO's last cycle of vegetation maintenance performed on the circuit for the service address was completed on December 14, 2022 with the next cycle maintenance scheduled to be completed in 2026. Tr. 97.

9. During the 2022 cycle maintenance, identified trees were removed on November 26, 2022. Tr. 59, 98; PECO Exhibit 3.

10. The trees removed in 2022 were not in proximity to nor did they impact the service address. Tr. 59, 98.

11. The trees trimmed in 2022 near the service address were trimmed to PECO's specifications and did not have any clearance issues that needed trimmed prior to the next scheduled maintenance cycle. Tr. 102-103.

12. On February 16, 2025, there was a storm around the service address with substantial rain and high winds up to 39 miles per hour. Tr. 35, 47-48.

13. Structurally healthy trees are vulnerable in rain and wind conditions that occurred on February 16, 2025. Tr. 48.

14. The February 16, 2025 storm resulted in some of the electric wires getting twisted leading to some sparks and an electric line becoming disconnected and falling to the ground. Tr. 12, 35-36; Complainant's Exhibit 1.

15. The PECO facility at issue in this matter is the secondary line serving Complainant's house. Tr. 95.

16. The secondary line is the lower voltage line that provides synced electric to the end user and may have spans at primary conductors on the same pole or above the secondary line. Tr. 95.

17. Lines running to the poles run with primary lines on top, secondary lines are underneath and beneath the secondary lines are telecommunications lines. Tr. 95-96.

18. Regarding secondary lines, PECO performs vegetation maintenance to achieve required clearance that runs parallel with the primary line. Tr. 96.

19. Vegetation maintenance is only performed for secondary lines when it has the potential to or is growing into the secondary lines. Tr. 100-101.

20. Isolated secondary lines are maintained on a case-by-case basis. Tr. 96.

21. Vegetation in direct contact is removed per customer request for liability purposes and lineman work request with a minimum clearance of three feet. Tr. 96.

22. PECO has a priority tree removal program that runs in conjunction with its distribution preventative maintenance routine program that is intended to remove dead or decaying trees along the primary conductor path and remove any noncompetitive fast growing trees that are below or beside the line. Tr. 96-97.

23. There was a "spreader" on the open wire secondary that came down on February 16, 2025, which appears to be an object used to keep the lines apart. Tr. 85; Complainant's Exhibits 1, 2.

24. There are trees near the service address in proximity with secondary lines, but the lines were not against any branches and there were no clearance issues with the vegetation. Tr. 103-105; Complainant's Exhibits 1 - 4.

25. The line that fell to the ground due to the February 16, 2025 storm was not the result of a tree falling on the line. Tr. 35-36.

26. The line that fell to the ground due to the February 16, 2025 storm was caused by a branch that broke and got tangled in the line. Tr. 50-51.

27. The branch that broke and caused the line to fall to the ground on February 16, 2025 came off a tree from Complainant's neighbor's yard, which was not in PECO's right-of-way. Tr. 50-51.

28. The line at issue on February 18, 2025 was not right up against branches and there were no clearance issues with the vegetation. Tr. 103-105.

29. PECO performs vegetation maintenance when there is a mechanical strain on lines on a case-by-case basis based on customer requests. Tr. 105.

30. On February 17, 2025, Complainant called PECO to report there was a down line and sparking near the service address. Tr. 45; Complainant's Exhibit 2; PECO Exhibit 1.

31. On February 18, 2025, PECO removed a fallen tree from a transformer near the service address and completed an inspection/routine patrol of the area to make sure there were no other issues. Tr. 46-47, 77; PECO Exhibit 4.

32. On February 23, 2025, Complainant filed a claim with PECO alleging that tree limbs fell on the line causing her to be without power for a period because of the February 16, 2025 storm. Tr. 12-13, 48-50; PECO Exhibit 6.

33. On April 15, 2025, the weather conditions around the service address included high winds up to 45 miles per hour. Tr. 53-54; PECO Exhibit 9.

34. On April 15, 2025, a tree fell on Complainant's house that took down the same span of wires that was involved in the February 2025 incident. Tr. 13, 35; PECO Exhibit 11.

35. The tree that fell on April 15, 2025 did not fall because of sparking from wires. Tr. 25-26.

36. The tree that fell on Complaint's house on April 15, 2025 was the result of high winds and not work by PECO. Tr. 55.

37. PECO was not performing vegetation at the service address on or immediately before April 15, 2025. Tr. 55.

38. The tree that fell on Complainant's house on April 15, 2025 was from the Complainant's neighbor's yard and was structurally healthy prior to falling. Tr. 55-56.

39. The tree that fell on Complainant's house split when it hit the ground. Tr. 99.

40. The tree that fell on Complainant's house was not a threat at the time it fell and there were no clearance issues that would have required trimming prior to the upcoming vegetation maintenance cycle. Tr. 99-100.

41. On or about April 16, 2025, PECO inspected the tree and wires around the area of the service address. Tr. 26, 36, 57-58; PECO Exhibits 8, 11.

42. If PECO found something else that needed to be addressed as part of its inspections stemming from either the February 16, 2025 or April 15, 2025 events, they would either repair it or create a route work order to do a separate repair at a separate time. Tr. 88-89.

43. On June 5, 2025, Erin Gadoury from Travelers Insurance, filed a claim with PECO asserting that Complainant's house was damaged when a tree that PECO had been trimming fell on the house at the service address on April 15, 2025. Tr. 54; PECO Exhibit 10.

44. On August 14, 2025, PECO denied Complainant's damage claims for both the February 16, 2025 and April 15, 2025 incidents. Tr. 58, 60; PECO Exhibit 12.

45. In August 2025, wires within the same span around the Complainant's house ignited a fire on Complainant's white vinyl fence that required a fire department response. Tr. 13; Complainant's Exhibits 3, 4.

46. PECO has proposed repairs to that portion of the fence stemming from the August 2025 incident. Tr. 13.

47. Complainant admits that there were weather events surrounding the events listed in the Complaint. Tr. 13.

48. PECO's Commission approved tariff ("tariff") does not require PECO guarantee continuous, uninterrupted or regular supply of electric service. Tr. 52; PECO Exhibit 7.

49. The tariff also provides that PECO is not liable for damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond PECO's control. Tr. 52; PECO Exhibit 7.

50. On December 26, 2025, Complainant filed a claim for an August 30, 2025 incident when her fence caught fire. Tr. 62; PECO Exhibit 13.

51. The December 26, 2025 claim was still pending at the time of the hearing. Tr. 62, 87.

52. Following the August 30, 2025 incident, PECO installed separators to keep the open wire secondary from making contact with themselves. Tr. 62-63.

DISCUSSION

Burden of Proof

Complainant alleges that PECO failed to address repeated hazardous conditions caused by its lines and vegetation management. Tr. 12; Complaint ¶ 4.

The party seeking affirmative relief from the Commission bears the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint to prevail. *Patterson v. Bell Tel. Co. of Pa.,* 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.,* 50 Pa. PUC 300 (1976). This must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n,* 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of evidence is that which is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies,* 70 A.2d 854 (Pa. 1950).

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n,* 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n,* 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. Of Rev.,* 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't. of Pub. Welfare, White Haven Ctr.,* 480 A.2d 382 (Pa. Cmwlth. 1984).

Finally, the offense must be a violation of the Public Utility Code ("Code"), the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

Upon the presentation by Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by Respondent is of co-equal weight, Complainant has not satisfied her burden of proof. Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982). While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

REASONABLE SERVICE REQUIREMENT

Public utility companies are required to provide reasonable service to their customers. The reasonable service requirement is found in Section 1501 of the Code, 66 Pa.C.S. § 1501, and reads in pertinent part:

> Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

The Commission has exclusive jurisdiction to determine the reasonableness, adequacy and sufficiency of a public utility's services and facilities. *Elkin v. Bell Tel. Co. of Pa.*, 420 A.2d 371 (Pa. 1980). This section does not require utility companies to provide perfect service. *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super. 1987) ("*Elkin*"). The term "service" is "used in its broadest and most inclusive sense, includ[ing] any and all acts done, rendered, or performed, and any and all things furnished or supplied...by public utilities...in the performance of their duties under [the Public Utility Code]...." 66 Pa.C.S. § 102.

In the present case, Complainant claims that PECO failed to address repeated hazardous conditions caused by its lines and vegetation management. Tr. 12; Complaint ¶ 4. Public utility "service" includes vegetation management. *PECO Energy Co. v. Twp. of Upper Dublin*, 922 A.2d 996 (Pa. Cmwlth. 2007); *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 578 A.2d 75 (Pa. Cmwlth. 1990).

ANALYSIS

Initially, it should be noted that the parties stipulated that reliability is no longer part of this claim. Tr. 15. Therefore, any claims in the complaint relating to reliability will not be addressed in this decision.

February 16, 2025 Incident

It is uncontested that there were storms in the vicinity of the service address on February 16, 2025, that involved substantial rain and high winds up to 39 miles per hour. Tr. 13, 35, 47-48.

At the hearing, Complainant testified that there was an incident in February 2025 involving live wires behind her property getting twisted and one of them breaking that required a response from the fire department. Tr. 12-13, 35. Complainant indicated that the wire did not break from a tree falling on it. Tr. 35. Complainant provided photographic evidence showing that there were sparks from the electric lines near her home on that date and that one of the lines broke and landed on the ground on or near her property. Complainant's Exhibits 1, 2. Following the February 16, 2025, event, Complainant stated that PECO failed to conduct any inspection of the span of trees involved and that had they done so it could have prevented future damage. Tr. 13-14, 36.

PECO's witness, Robert Nickens – PECO Claims Manager, testified that there was an outage in the vicinity of Complainant's house on February 16, 2025 due to a tree falling on a transformer near Complainant's house and that PECO removed the tree and completed a patrol/inspection of the area on February 18, 2025. Tr. 46-47; PECO Exhibit 4. Mr. Nickens also testified that structurally healthy trees are vulnerable when there are significant wind and rain conditions like what occurred on February 16, 2025. Tr. 48. The tree limb that broke the line came from a tree located in the yard of Complainant's neighbor. Tr. 50-51. There was a "spreader" on the open wire secondary that came down on February 16, 2025. Tr. 85. Mr. Nickens further indicated that Complainant filed a claim with PECO on February 23, 2025, alleging that tree limbs fell causing damage and loss of power, which was subsequently denied. Tr. 48-50, 61; PECO Exhibits 6, 12. Mr. Nickens averred that PECO's current approved tariff provides that PECO does not guarantee continuous, uninterrupted or regular supply of electric service and PECO is not liable for damages due to causes beyond the control of PECO, including storms. Tr. 52.

PECO's witness, Mark Trimber – PECO Senior Program Manager and Vegetation Manager, testified that: (a) PECO conducts vegetation maintenance every four years; (b) PECO has authority to trim, remove or separate trees, vegetation or any structures, which are off the right-of-way, that interfere with its aerial conductors such that they may post a threat to public safety or system reliability; (c) PECO performs cyclic trimming every four years but will perform cycle maintenance as needed if there are storms; (d) the last cycle of vegetation maintenance performed on the circuit for the service address was completed on December 14, 2022, with the next cycle maintenance scheduled to be completed in 2026; (e) that during the 2022 cycle maintenance, identified trees were removed on November 26, 2022; and, (f) the trees removed in 2022 were not in proximity to nor did they impact the service address. Tr. 94-98; PECO Exhibit 3.

Mr. Trimber further testified that the line at issue near the service address was a secondary line and that there were no clearance issues with that line with the vegetation in the area as the trees were trimmed to PECO's specifications during the last maintenance cycle. Tr. 95, 102-105.

Although the February 16, 2025 storm caused a tree branch to disconnect an electric line near Complainant's house resulting in an outage, I find that Complainant has not met her burden of proof that PECO's service around the time of the February 16, 2025 storm was unreasonable or inadequate. As stated previously, Section 1501 of the Code requires reasonable service, not perfect service. 66 Pa.C.S. § 1501; *Elkin*. In this situation, there is insufficient evidence to establish that PECO failed to perform proper vegetation management prior to the damaging February 16, 2025 storm. To the contrary, affirmative evidence was provided on the record that PECO was acting in accordance with its Commission approved tariff in its performance of vegetation management around the service address prior to the storm. The mere fact that a line broke from a falling tree branch during a strong storm is insufficient to find PECO at fault.

Furthermore, following the February 16, 2025 storm, I find that PECO successfully rebutted Complainant's attempt to establish that PECO failed to perform any kind of inspection. PECO provided credible testimony and documentary evidence that it completed an inspection/patrol of the area, on February 18, 2025, to make sure there were no other issues. Tr. 46-47, 77; PECO Exhibit 4.

Accordingly, Complainant's claims of unreasonable service based on the February 16, 2025 incident are denied with prejudice.

April 15, 2025 incident

It is uncontested that there were storms in the vicinity of the service address on April 15, 2025, that resulted in winds up to 45 miles per hour. Tr. 13, 53-54; PECO Exhibit 9. It is also uncontested that a tree fell on Complainant's house on April 15, 2025. Tr. 13, 35; PECO Exhibit 11. Furthermore, it has already been established in the previous section of this decision that PECO conducted a patrol/inspection of the area for issues after the line breaking on February 16, 2025.

At the hearing, Complainant testified that a tree fell on her home in April 2025 and it brought down some of PECO's lines. Tr. 13. The tree did not fall due to sparking from any wires. Tr. 26. Complainant averred that the tree was in the same area as the February 2025 incident and that if PECO had properly inspected the area after the February 2025 incident she could have taken action to avoid the April 2025 incident. Complainant acknowledged that PECO did an inspection on or about April 17, 2025, which was after the tree fell. Tr. 36.

PECO's Claims Manager, Mr. Nickens, does not contest that a tree fell on Complainant's house on April 15, 2025. Mr. Nickens testified that: (a) the tree that fell on Complaint's home on April 15, 2025 was the result of high winds and not work by PECO, (b) PECO was not performing vegetation at the service address on or immediately before April 15, 2025 and (c) the tree that fell on Complainant's house on April 15, 2025 was from the Complainant's neighbor's yard and was structurally healthy. Tr. 55-56.

Mr. Nickens further testified that PECO inspected the tree and wires around the area of the service address on or about April 16, 2025 and that if it found something else that needed to be addressed as part of its inspection, PECO would either repair it or create a route work order to do a separate repair at a separate time. Tr. 26, 36, 57-58, 88-89; PECO Exhibits 8 and 11. Mr. Nickens also indicated that Complainant's insurance company filed a claim with PECO, on June 5, 2025, for the tree falling on Complainant's house and this was denied on August 14, 2025. Tr. 54, 58, 60; PECO Exhibits 10, 12.

PECO's Senior Program Manager and Vegetation Manager, Mark Trimber, testified that: (a) the tree that fell on Complainant's house on April 15, 2025 was not a threat at the time it fell, (b) there were no clearance issues that would have required trimming prior to the upcoming vegetation maintenance cycle and (c) the tree did not split until it hit the ground. Tr. 99-100.

Although it is unfortunate that the April 15, 2025 storm caused a tree from the Complainant's neighbor's yard to fall and damage Complainant's house, I find that Complainant has not met her burden of proof that PECO's service around the time of the April 15, 2025 storm was unreasonable or inadequate. As stated previously, the Code requires reasonable service, not perfect service. 66 Pa.C.S. § 1501; *Elkin*. In this situation, there is insufficient evidence to establish that PECO failed to perform proper vegetation management prior to or after the damaging April 15, 2025 storm that caused the tree to fall. To the contrary, affirmative evidence was provided on the record that PECO was acting in accordance with its Commission approved tariff in performance of its vegetation management around the service address prior to and after the April 15, 2025 storm. The mere fact that a tree from the neighboring yard fell taking down PECO lines and damaging Complainant's house is insufficient to find PECO at fault. There is no evidence that PECO failed to address the tree that fell or the lines it brought down.

Furthermore, I find that PECO successfully rebutted Complainant's attempt to establish that PECO was performing vegetation maintenance prior to the April 15, 2025 storm that would have caused the tree to fall during the storm. There is no evidence that PECO was performing any vegetation management in the area or immediately prior to the April 15, 2025 storm. Rather, it appears to be a case where severe weather conditions brought down an otherwise healthy tree.

Accordingly, Complainant's claims of unreasonable service based on the April 15, 2025 incident are denied with prejudice.

August 30, 2025 incident

At the hearing, Complainant testified that in August 2025, wires within the same span as the prior incidents sparked and ignited a fire on her fence requiring the fire department to respond. Tr. 13. Complainant further testified that PECO proposed repairs to her fence after the incident. Complainant also presented photographs of her white vinyl fence which depict that both the fence and the ground at the foot of the fence have been burned. Complainant's Exhibit 3. Complainant also presented a fire report from August 30, 2025, that reflected the Upper Merion Township Fire & EMS Department's finding that an approximately 10 ft. by 10 ft. area of grass and wooden debris was burning along with a plastic fencing structure with the cause of the fire under investigation. Complainant's Exhibit 4.

PECO's Claims Manager, Mr. Nickens, testified that Complainant has submitted a claim for the August 2025 event on December 26, 2025, for damage to her fence. Tr. 61-62. This was supported by documentary evidence. PECO Exhibit 13. Mr. Nickens further testified that Complainant's claim was still pending at the time of the hearing. Tr. 62. Mr. Nickens also testified that following the August 30, 2025 incident, PECO installed separators to keep the open wire secondary from making contact with themselves. Tr. 62-63.

There was little evidence presented about the August 30, 2025 incident by either Complainant or PECO. This appears to be due, in part, to the fact that the December 26, 2025 claim filed by Complainant for the August 30, 2025 incident was still pending at the time of the hearing. Accordingly, I find that Complainant's claim of unreasonable service based on the August 30, 2025 incident is denied without prejudice as the parties were still working through that claim at the time of the hearing.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of this Complaint. 66 Pa.C.S. § 701.

2. The party seeking affirmative relief from the Commission bears the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint to prevail. *Patterson v. Bell Tel. Co. of Pa.,* 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.,* 50 Pa.P.U.C. 300 (1976).

3. Right to relief must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n,* 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of evidence is that which is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies,* 70 A.2d 854 (Pa. 1950).

4. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*,

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

5. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n,* 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. Of Rev.,* 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't. of Pub. Welfare, White Haven Ctr.,* 480 A.2d 382 (Pa. Cmwlth. 1984).

6. The offense must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

7. Utility companies are required to provide adequate and reasonable service. 66 Pa.C.S. § 1501.

8. Section 1501 of Title 66 of the Public Utility Code does not require utility companies to provide perfect service. *Elkin v. Bell Tel. Co. of Pa.,* 372 A.2d 1203 (Pa. Super. 1987); 66 Pa.C.S. § 1501.

9. PECO provided adequate and reasonable service consistent with Section 1501 of the Public Utility Code for both the February 16, 2025 and April 15, 2025 incidents. 66 Pa.C.S. § 1501.

10. Complainant failed to demonstrate that PECO violated the Public Utility Code, or a Commission regulation or order for the February 16, 2025, April 15, 2025 and August 30, 2025 incidents. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Karen Urbisci in the matter of Karen Urbisci v. PECO Energy Company at Docket No. C-2025-3058885 is denied with prejudice as to the February 16, 2025 and April 15, 2025 incidents.

2. That the Formal Complaint filed by Karen Urbisci in the matter of Karen Urbisci v. PECO Energy Company at Docket No. C-2025-3058885 is denied without prejudice as to the August 30, 2025 incident.

3. That Docket No. C-2025-3058885 shall be marked as closed.

Date: July 14, 2026

/s/
Chad L. Allensworth
Administrative Law Judge