

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

ORIGINAL

-----x
 :
 William Bauman vs. PPL Electric :
 Utilities Corporation. : Docket No.
 Billing dispute. : C-20030932
 :
 Initial telephonic hearing :
 :
 -----x

Pages 1 through 47

Library Conference Room
State Office Building
Broad and Spring Garden Street
Philadelphia, Pennsylvania

DOCUMENT
FOLDER

Friday, February 20, 2004

Met, pursuant to notice, at 10:00 a.m.

BEFORE:

CYNTHIA W. FORDHAM, Administrative Law Judge

APPEARANCES:

WILLIAM E. BAUMAN
525 Main Street
East Greenville, Pennsylvania
(pro se)

KIMBERLY G. KRUPKA, Esquire
33 South 7th Street
Allentown, Pennsylvania 18101
(For PPL Electric)

DOCKETED

MAR 18 2004

SECRETARY'S BUREAU
MAR 16 PM 1:45

RECEIVED
Eke

Commonwealth Reporting Company, Inc.
700 Lisburn Road
Camp Hill, Pennsylvania 17011

31

WITNESS INDEX

WITNESSES

DIRECT CROSS REDIRECT RECROSS

William E. Bauman
(By the Judge)
(By Ms. Krupka)

6 -- -- --
-- 12 -- --

Linda Waskevich
(By Ms. Krupka)
(By Mr. Bauman)

17 -- 41 --
-- 28 -- --

-0-

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

PROCEEDINGS

1
2 ADMINISTRATIVE LAW JUDGE CYNTHIA WILLIAMS FORDHAM:

3 Good morning. I am Administrative Law Judge Cynthia Williams Fordham
4 and this is the time and place for a hearing in the matter of William
5 Bauman versus PPL Electric Utilities Corporation at Docket No. C-20030932.

6 I am in the Philadelphia State Office Building and there is a Court
7 Reporter here with me and the parties are available by telephone. At this
8 time I would ask Mr. Bauman to state his name, address and telephone
9 number for the record.

10 MR. BAUMAN: William Bauman and my address is 525 Main Street,
11 East Greenville, Pennsylvania, 18041 and my telephone number is
12 (215)541-4119.

13 JUDGE FORDHAM: Thank you. Ms. Krupka, would you enter your
14 appearance and identify any witnesses you have with you.

15 MS. KRUPKA: Good morning, Your Honor. My name is Kimberly
16 Krupka and I am Counsel for PPL Electric Utilities. I have a business
17 address of 33 South Seventh Street, Allentown, Pennsylvania, 18101, with
18 a phone of (610)820-5450. However, I am at the PPL offices today with a
19 telephone of (610)774-2199 and as a witness today, PPL has Linda
20 Waskevich.

21 JUDGE FORDHAM: Thank you, and could you spell her last name
22 for us please?

23 MS. KRUPKA: W-A-S-K-E-V-I-C-H.

24 JUDGE FORDHAM: Before I explain the procedure for today, let me
25 give a brief history of this case. There was a complaint filed in this case

1 and then an answer and by notice dated January 14, 2004, the case was
2 assigned to me and the hearing was scheduled for today, February 20,
3 2004.

4 On January 22, 2004, I received a Certificate of Satisfaction from
5 the Respondent's attorney. The certificate was dated January 19, 2004. At
6 that time I contacted the scheduling unit to cancel the hearing. On Friday,
7 February 13, 2004, I received exhibits from the Complainant. On Tuesday,
8 February 17th, I received a letter from the Respondent indicating that the
9 Complainant did not agree to the settlement. I responded by letter dated
10 February 17th and responded that the hearing would be rescheduled for the
11 same date and time, and I just wanted to put that on the record to make
12 sure that the Commission's Docket and information is correct.

13 The procedure for today is that first Mr. Bauman will testify and he
14 has sent in exhibits. Mr. Bauman, did you receive the exhibits from Ms.
15 Krupka?

16 MR. BAUMAN: Yes, I did receive some documents from Ms. Krupka
17 in the mail.

18 JUDGE FORDHAM: During his testimony, he can refer to them
19 and we will mark them at that time. After his direct testimony is
20 completed, then Ms. Krupka will have the opportunity to cross examine
21 him. After his testimony is completed, then the Respondent's witness will
22 be put on and after the direct testimony, the Complainant will have the
23 opportunity to cross examine the Respondent's witness.

24 Any questions that I ask are designed to make sure that the record
25 in this case is complete. After today's hearing, I will review the exhibits

1 that are entered into evidence and the transcript that is being generated
2 and write a decision which will be issued from the Harrisburg office. If
3 anyone has objections to my decision, you can file exceptions and the full
4 Commission will review it. If there is no Commission review and no
5 exceptions are filed, my decision will become final by operation of law and
6 you will see notification of that .

7 Before we begin, are there any questions or any preliminaries that
8 we need to address?

9 MS. KRUPKA: No, Your Honor.

10 MR. BAUMAN: No, ma'am.

11 JUDGE FORDHAM: Okay. Mr. Bauman, I need to swear you in.
12 Whereupon,

13 WILLIAM E. BAUMAN

14 having been duly sworn, testified as follows:

15 DIRECT TESTIMONY

16 JUDGE FORDHAM: You filed a complaint regarding a bill that you
17 indicate is not yours. At this time, would you explain the complaint?

18 THE WITNESS: This goes back to 19—

19 JUDGE FORDHAM: Hold on a minute. We are having a little
20 difficulty with the phone and I am trying to make sure that the court
21 reporter can hear you. Are you still there?

22 THE WITNESS: Yes, ma'am.

23 JUDGE FORDHAM: Okay, go ahead. Thank you.

24 THE WITNESS: Initially, the building was rewired in November of
25 1996. When I bought the building I upgraded the electric because it was

1 the old size screw in fuses and I put in a whole new breaker box. In order
2 to get approval and be able to have occupancy, I had to have PPL approve
3 the wiring, which the came out and did and then in 1999 after the tenants
4 moved in -- Richard McMillan and Cathy Boyd were tenants in that
5 apartment and they moved in there in February of 1998. I eventually
6 evicted both of the for none-payment of rent,

7 Now, after 14 months, they concocted this story about the hall-light
8 which is obviously something that PPL overlooked when they gave me
9 approval in 1996. It was corrected and according to the letter that I have a
10 copy of from Carol Bringhurst who never contacted me and who never
11 phoned me, and all I got is a letter that is dated June 7th which is after the
12 complaint was filed in May some time.

13 JUDGE FORDHAM: Let's mark that letter. You have a one page
14 document dated June 7, 1999. It's to you from Carol Bringhurst of PPL and
15 that will be Complainant's Exhibit 1.

16 (Whereupon, the document was
17 marked as Complainant's Exhibit
18 No. 1 for identification.)

19 THE WITNESS: As noted, I had it corrected and then the bill,
20 according to PPL's document which was sent me with all the charges on it
21 and which I highlighted on your copy, Your Honor and I also highlighted it
22 on the attorney's copy, the amount was transferred back to the tenant in
23 August of 1999.

24 In 14 months, I really kind of don't see how they could run up and
25 bill and not pay it and then have it transferred with this foreign wiring

1 story. I asked PPL to show me the amount of charges that these two
 2 people ran up and the amount of money that they received, and I would
 3 venture to assume that the difference is this money that I have evicted of.
 4 They weren't paying their bills and to have this bill transferred to me four
 5 years later and to top it all off, after I filed a complaint with the PUC, PPL
 6 saw it best in their infinite wisdom to turn me over to a collection agency.

7 It all seemed to have happened at the same time. After I had
 8 written letters and talk to people at PPL, and they all don't seem to have
 9 answers for me, Your Honor. They just want to put this bill into my bill
 10 here at my house because I am a taxpayer; I have a home; I have a son
 11 and I pay my bills. They can't find Richard McMillan and Cathy Boyd and so
 12 because I was the owner of the property, I feel I am being wrongly charged
 13 and that is my side of the story.

14 JUDGE FORDHAM: Okay. Now, you have some other exhibits that
 15 we need to talk about. There is an Account Statement and at the top, it
 16 says mailed to you at your Pennsburg address and there are some
 17 handwritten notes on the bottom of this. Are those your notes?

18 THE WITNESS: No. Those are notes made by PPL. Somebody at
 19 PPL's office sent that to me with those notes on it. That's on the one I have
 20 highlighted which was transferred back to the tenant in August of 1999.

21 JUDGE FORDHAM: Okay. This will be marked as Complainant's
 22 Exhibit 2.

(Whereupon, the document was
 marked as Complainant's Exhibit
 No. 2 for identification.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

JUDGE FORDHAM: And then you have a letter and at the top it has your name and the Greenville address and it is dated August 23, 2003.

THE WITNESS: Yes, ma'am,

JUDGE FORDHAM: This will be marked Complainant's Exhibit 3.

(Whereupon, the document was marked as Complainant's Exhibit No. 3 for identification.)

JUDGE FORDHAM: Who did you send this letter to?

THE WITNESS: Oh, I am sorry. There is nothing on there but it did go to PPL and Shelley Venus is an employee of PPL.

JUDGE FORDHAM: That letter will be marked Complainant's Exhibit No. 4, and it's dated June 30, 2003.

(Whereupon, the document was marked as Complainant's Exhibit No. 4 for identification.)

JUDGE FORDHAM: Now, when you received this letter dated June 30, 2003, what did you do at that time?

THE WITNESS: I called PPL and I spoke to Shelly Venus and that's when they were trying to involve me in what the charges were, you know, the \$1,191.12. I was totally unaware until after they told me what it was all about and I had to go digging for my paperwork because this is now four years and Your Honor, I lived in the same house that the original paperwork went to until last June. This was not anything that became an issue until I moved last year and I had my electricity switched from one residence to the other and then this thing popped out of the woodworks.

1 JUDGE FORDHAM: So in 1999, it was your understanding that once
2 you made the corrections, that you were not responsible for the bill?

3 THE WITNESS: Yes. It says "account finalized on 8/3/99 when the
4 tenant accepted the bill as of that date."

5 JUDGE FORDHAM: And in 1999, no charges were added to your
6 bill?

7 THE WITNESS: No, ma'am.

8 JUDGE FORDHAM: And you indicated that you had evicted the
9 tenants. Approximately when did you do that?

10 THE WITNESS: Oh, let me see if I have this.

11 JUDGE FORDHAM: You can just give me a year if you have the
12 year.

13 THE WITNESS: It was the year 2000. May of 2000.

14 JUDGE FORDHAM: And you said you were turned over to a
15 collection agency. When did that happen?

16 THE WITNESS: It was somewhere in the fall, Your Honor. I did
17 receive a copy of the letter from the Collection Agency and they were in
18 Florida I believe, and I sent the letter back with copies of my letter to PPL
19 and the documents that I just sent to the PUC. However, when I went to
20 purchase a new car in November, instead of getting 4.99%, I got 8.99%
21 and when I pulled my Credit Report, the Collection Agency was on my
22 report.

23 JUDGE FORDHAM: Do you have anything further before we go to
24 cross examination?

25 THE WITNESS: The only thing I have that kind of just grow under

1 the proverbial saddle, Your Honor, would be that the letter that I received
2 from Kimberly and her firm was that "it was mutually and voluntarily
3 agreed to the following terms with equal satisfaction." I told Mark Hoffman
4 when he called me two months ago that that was not acceptable to me.
5 Now, I don't know where they would have got this information that it was
6 acceptable. This hearing would not have been scheduled if I hadn't
7 expressed my desire to Mark Hoffman that I wasn't happy with the way this
8 thing was proceeding, and then when I got your letter yesterday that the
9 hearing had been cancelled and I wasn't informed that it was cancelled
10 before that, and I did send my paperwork in early, so I had to wait for my
11 attorney to get back from his vacation to see what he wanted me to do.

12 JUDGE FORDHAM: I am glad that you did send it in. What happens
13 is that most of the cases that we are doing now have been scheduled two
14 to three months in advance. This one was scheduled kind of quickly and I
15 looked at it after I received the paperwork from Harrisburg and was ready
16 to do a pre-hearing order in the matter and that's when I got the Certificate
17 of Satisfaction.

18 I did contact the Scheduling Unit because they have to send out
19 the cancellation notices and I did contact them a couple of times in terms of
20 canceling the hearing and I assumed that it had been cancelled. A lot of
21 times when we get Certificate of Satisfaction, both of the parties already
22 know that there should be no hearing, so that's where the communication
23 problem occurred. I am glad that you did send in your paperwork because
24 by you sending in the paperwork, we reinstated the hearing.

25 THE WITNESS: Thank you, ma'am. I appreciate it because I really

1 was not satisfied with what was happening here and I wanted Your Honor
2 to make a decision on this.

3 JUDGE FORDHAM: Okay. MS. Krupka, do you have any cross
4 examination?

5 MS. KRUPKA: Yes, I do, Your Honor.

6 JUDGE FORDHAM: You may proceed.

7 MS. KRUPKA: Thank you, Your Honor.

8 CROSS EXAMINATION

9 BY MS. KRUPKA:

10 Q. Mr. Bauman, I believe you indicated that your first exhibit
11 was a letter dated June 7, 1999 to yourself from PPL?

12 A. Yes.

13 Q. I am going to ask you, do you have that letter in front of
14 you?

15 A. Yes, I do.

16 Q. I believe you indicated that you were unaware as to where
17 these balance had origin from that was transferred to your account.

18 A. Down here on paragraph 4, first page, it says unpaid
19 balance, \$999.30.

20 Q. If you can go to that paragraph, is it correct that you were
21 informed that with the new law, the alleged bill that was in the name of
22 your tenant Cathy McMillan, will now be in your name effective May 11,
23 1999?

24 A. Yes. On June 7th I was told that it was done a month ahead
25 of time without being notified or contacted by PPL.

1 Q. Okay, but you were notified that as of June 7th, the bill
2 would then be in your name?

3 A. Correct, and they had the lady's name wrong on the letter.
4 To top it all off, she is not Cathy McMillan. She is Cathy Boyd.

5 Q. Were you notified that as of the date the foreign load was
6 found, there was an unpaid balance of \$999.30 on the account that would
7 be transferred to your name?

8 A. Yes. On June 7th.

9 Q. So you were informed as to where the \$999.30 came from?

10 A. Yes. According to the letter, yes, I was.

11 Q. And let me go through Complainant's Exhibit No. 2, the
12 Account Statement. You had indicated that it said that the billing was
13 transferred back into Ms. McMillan's name. Am I correct that it actually
14 states that the account finalled on 8/4/1999 when the tenant accepted the
15 bill as of that date?

16 A. That's what it says on the bottom.

17 Q. But never indicates that the balance was actually
18 transferred back to Ms. McMillan's name?

19 A. The tenant accepted the bill as of that date.

20 Q. Right, but it doesn't say balance was transferred; correct?

21 A. I don't run PPL, Kim, so I can't tell you.

22 Q. Okay, and with regards to Complainant's Exhibit No. 3, it
23 does not indicate an address. Can you tell me who you sent this to at PPL?

24 A. I sent it to PPL's office on Hausman Road.

25 Q. Was it directed to an individual person?

1 A. Nope. I just sent it right to an office there.

2 Q. And in here you did not include your account number; did
3 you?

4 A. No.

5 Q. With regard to your fourth exhibit which is a June 30, 2003
6 letter, does that in fact inform you that the unpaid balance was
7 transferred to your new account?

8 A. Yes, which is almost \$200 higher than what the letter of
9 June 7, 1999 says.

10 Q. The letter of June 7, 1999 stated that a balance of \$999.30
11 would be transferred; correct?

12 A. That's right.

13 Q. And it also states that the electric service would be placed in
14 your name until such time as the rewiring was performed; am I correct?

15 A. Yes.

16 Q. And am I correct that the rewiring wasn't completed until
17 August of '99?

18 A. No, it was completed before that.

19 Q. Okay.

20 A. And I have the form here. Wait a minute.

21 Q. When did you notify PPL that the foreign wiring was fixed?

22 A. I believe it was July.

23 Q. Do you have the exhibits in front of you that PPL provided?

24 A. Which one are you talking about?

25 Q. There is a packet of exhibits that you received in the mail?

1 A. I got this separated in different packages, so I wouldn't be
2 able to tell you which one is which one.

3 Q. Three days ago, did you receive a Federal Express with a
4 packet of Exhibits?

5 A. I didn't receive that because I wasn't home but I did receive
6 the same letters that came in the mail. I did not sign for the Federal
7 Express because I wasn't home.

8 Q. Do you have that packet that came in the mail in front of
9 you?

10 A. Yes, I have it here. That's your letter of February 17th;
11 right?

12 Q. Correct. The first page is a letter and then the second page
13 begins with -- it may be the second or third page. If you are looking at it,
14 in the bottom right hand corner it says "PPL Exhibit No. 1. Did you find
15 that?

16 A. Yes.

17 Q. And I am going to ask you to turn the pages until you come
18 to PPL Exhibit No. 5, which is about ten pages back. Did you find that?

19 A. I am looking through these stuff here. Okay, yes. This is a
20 copy of the form that I filled out which was dated 7/22/99.

21 Q. Can you look to the second page of that form? It would be
22 the reverse side. We did it as the second page.

23 A. Yes.

24 Q. Is that your signature on the bottom?

25 A. That's me.

1 Q. And what is the date?

2 A. August the 4th of 1999.

3 Q. So you completed this form August 4, 1999?

4 A. Correct.

5 Q. So you would not have notified PPL of the change until at
6 least August 4, 1999?

7 A. I have to say that is correct. It looks like it was done
8 though on the 22nd. It might have been mailed in and mailed back to me
9 because I didn't fill something out. That's all I can tell you at this time'

10 Q. And at the time that you were provided with this form and
11 notified that the account was to be placed in your name, you were notified
12 also that that was a light bulb in the hallway that was connected to the
13 apartment which serviced the hallway rather than simply the apartment?

14 A. Yes, that was their complaint.

15 Q. And you were provided with this information?

16 A. After the fact, yes. I wasn't contacted until at least a month
17 after.

18 Q. But you actually did perform rewiring to change the wiring
19 for that light; am I correct?

20 A. Whatever he did at that point, that's all I can tell you. He
21 did correct the problem. I don't know and I don't remember.

22 Q. Who is "he?" Is that your electrician?

23 A. That's only my electrician. That was four years ago.

24 MS. KRUPKA: I have no further questions, Your Honor.

25 JUDGE FORDHAM: Thank you. Do you have anything further

1 Mr. Bauman, before we go to PPL's witness?

2 MR. BAUMAN: No, Your Honor. I mean, everything has been pretty
3 well covered.

4 JUDGE FORDHAM: Ms. Krupka, you may present your witness.

5 MS. KRUPKA: Your Honor, I would like to call Linda Waskevich.

6 JUDGE FORDHAM: Ms. Waskevich, before you testify, I have to
7 swear you in.

8 Whereupon,

9 LINDA WASKEVICH

10 having been duly sworn, testified as follows:

11 JUDGE FORDHAM: You may proceed, Ms. Krupka.

12 DIRECT EXAMINATION

13 BY MS. KRUPKA:

14 Q. Ms. Waskevich, can you tell us by whom you are employed?

15 A. PPL Electric Utilities.

16 Q. And what is your current position?

17 A. Customer Service Supervisor.

18 Q. And for how many years have you been employed with PPL?

19 A. Approximately a little over 15 years.

20 Q. And what are your job responsibilities as a supervisor?

21 A. My responsibilities are to oversee billings; phones. I have
22 representatives that answers phone calls; take care of billing work; take
23 care of Act 54 questions when the customers call in.

24 Q. In preparation for today's hearing, did you review the
25 complaint filed by Mr. Bauman?

1 A. Yes.

2 Q. And does PPL maintain copies of account activity statements,
3 foreign wiring investigation and correspondence from customers in the
4 ordinary course of business?

5 A. Yes.

6 Q. And are these documents prepared contemporaneously with
7 the time the information is received?

8 A. Yes.

9 Q. Was PPL servicing an apartment with an address of 344 Main
10 Street, Apartment A, Second Floor, Pennsburg, Pennsylvania?

11 A. Yes.

12 Q. In whose name was electric service as of April 1, 1999 for
13 that location?

14 A. Cathy McMillan.

15 Q. Did there come a time that PPL became aware of a potential
16 foreign wiring issue with regard to this apartment?

17 A. Yes.

18 Q. When I say the term "foreign wiring," can you tell me what
19 PPL means by that term?

20 A. That means if a tenant has usage on their meter that is not
21 for their sole purpose.

22 Q. Did PPL investigate an issue with regard to this apartment?

23 A. Yes.

24 Q. And what prompted this investigation?

25 A. A PUC mediation filed by the tenant, Cathy McMillan.

1 Q. And what was part of Ms. McMillan's complaint?

2 A. That there was a hallway light on her meter.

3 Q. Was an investigation performed by PPL?

4 A. Yes.

5 Q. I want to refer your attention to PPL Exhibit No. 3. Do you
6 have that in front of you?

7 A. Yes.

8 Q. Can you tell me what that is?

9 A. This is a calculus that the PPL representatives uses when
10 they go out to do an investigation.

11 Q. And are these documents and the information recorded on
12 them, made at the time the investigation is performed?

13 A. Yes.

14 Q. Does PPL maintain these documents as business records?

15 A. Yes.

16 Q. Can you tell me who performed the investigation?

17 A. Carol Bringhurst.

18 Q. And is that information contained on PPL Exhibit 3?

19 A. Yes. Under number 10.

20 Q. And when was the investigation performed?

21 A. It was performed on May 11, 1999.

22 Q. And can you tell us where that information can be found on
23 the exhibit?

24 A. Number 4.

25 Q. And what were the findings?

1 A. The findings were that we found one light in the hallway on
2 her meter.

3 Q. And where is that finding?

4 A. On number 7.

5 Q. Who was the tenant at the time that this investigation was
6 performed?

7 A. Cathy McMillan.

8 Q. And that information is contained where?

9 A. On number 9.

10 Q. And at that time, did we know the name of the owner?

11 A. Yes.

12 Q. Who was the landlord?

13 A. William Bauman.

14 Q. And that's on where?

15 A. Number 8.

16 Q. What is PPL's understanding of what must be done by PPL
17 when foreign wiring is discovered?

18 A. When foreign wiring is discovered, the account is to be
19 placed in the owner's name effective as of the date it is discovered and any
20 unpaid balance that's in the tenant's name must then be transferred over
21 into the owner's account.

22 Q. What did PPL do after discovering the foreign wiring?

23 A. We followed our procedure of connecting the service in Mr.
24 Bauman's name and transferring the balance to his name.

25 Q. Was Mr. Bauman ever contacted with regard to the placing

1 of the account in his name?

2 A. He was eventually contacted by letter on June 7th. We had
3 tried to contact him personally and we were unable to and then we sent
4 him the letter.

5 Q. I want to refer your attention to PPL Exhibit No. 4. Can you
6 identify this exhibit?

7 A. Yes. This is a letter that goes to the tenant once we confirm
8 foreign wiring, notifying him that we have confirmed it and what needs to
9 take place.

10 Q. And can you tell me the date of that letter?

11 A. June 7, 1999.

12 Q. And does that letter make an explanation of why the
13 balance is being transferred?

14 A. Yes.

15 Q. I want to refer your attention to PPL Exhibit No. 2. Can you
16 identify this document?

17 A. It's a statement of account.

18 Q. And for whom is the account statement?

19 A. Cathy McMillan.

20 Q. And the account number?

21 A. It is 8217018005.

22 Q. And what is the address?

23 A. 344 Main Street, Apartment A, Second Floor, Pennsburg,
24 PA, 18074.

25 Q. Can you tell me if as of the date the foreign wiring was

1 discovered, was there a balance on Ms. McMillan's account?

2 A. Yes.

3 Q. And can you tell from the account statement what that
4 balance was?

5 A. The balance was \$999.30.

6 Q. Did PPL ever transfer the balance to another account?

7 A. Yes.

8 Q. And is that transfer shown on PPL Exhibit No. 2?

9 A. Yes.

10 Q. Where can we find that?

11 A. That would be the very last entry. 5/28/99 where it says
12 "transfer."

13 Q. I want to refer your attention to PPL Exhibit No. 1. Can you
14 tell me what this document is?

15 A. This is a statement of account.

16 Q. And for whom is the account statement?

17 A. For William Bauman.

18 Q. And does this document indicates whether or not the
19 balance from Ms. McMillan's account was transferred to Mr. Bauman's
20 account?

21 A. Yes, it does.

22 Q. Where can that information be found?

23 A. That can be found on 6/29 where it shows "special
24 agreement." That's the way that it is transferred over and it is in the
25 amount of \$999.30.

1 Q. I also see additional charges on the account for
2 electric service dated 5/27/99 and 6/29/99. Can you explain why the
3 additional fees are on there?

4 A. That is the billing that would go to Mr. Bauman from the
5 date that the foreign wiring was found to the date that it was corrected.

6 Q. I want to take you back to the June 7, 1999
7 correspondence. Did that inform Mr. Bauman that rewiring would be
8 necessitated?

9 A. Yes.

10 Q. Did it inform Mr. Bauman to contact PPL upon completion of
11 the rewiring?

12 A. Yes.

13 Q. Did PPL ever receive notice from Mr. Bauman of the
14 rewiring?

15 A. Yes.

16 Q. I want to direct your attention to PPL Exhibit No. 5.

17 JUDGE FORDHAM: Wait. Before you leave Exhibit 1, can you
18 tell me how many pages are in Exhibit 1?

19 MS. KRUPKA: PPL Exhibit 2 is one page.

20 JUDGE FORDHAM: And Exhibit 1, how many pages?

21 MS. KRUPKA: Oh, I am sorry. Exhibit 1 is three pages. The first
22 page is the balance that was transferred in 1999. There will be subsequent
23 testimony about a transfer to Mr. Bauman's current account and his current
24 account at the 525 Main Street location is pages 2 and 3 of the PPL Exhibit
25 No. 1.

1

JUDGE FORDHAM: Thank you. You may proceed.

2

MS. KRUPKA: Thank you.

3

BY MS. KRUPKA:

4

Q. Again I direct you to turn your attention to PPL Exhibit

5

No. 5. Can you identify what this document is?

6

A. This is the foreign load wiring form that the owner fills out

7

and return to us once they do the correction.

8

Q. Can you tell us when you received this document?

9

A. We received this document - according to the postmark on

10

the envelope, it was mailed out on August 19, 1999.

11

Q. In referring to the exhibit, can you tell us what page of the

12

exhibit you can find that on?

13

A. Page 3.

14

Q. And again, is that a copy of the envelope that was received

15

by PPL?

16

A. Yes.

17

Q. Was service then taken out of the name of Mr. Bauman?

18

A. Yes.

19

Q. I want to refer you back to Exhibit No. 1. Can you tell me

20

when PPL last billed Mr. Bauman or when Mr. Bauman last incurred charges

21

for electricity consumed at Apartment A, Second Floor?

22

A. The last bill that went out was August 31, 1999 and it was

23

billed up to August 3, 1999.

24

Q. I want to refer your attention to the entries for August 27,

25

1999 and August 31, 1999. Can you explain those entries?

1 A. The billing had already billed up to the August 27th date
2 before we had received all the information and contacted the tenant to put
3 it in their name, but because it was already billed, once we contacted the
4 tenants and they accepted responsibility back to August 3rd, we cancelled
5 the 8/27 billing and then rebilled the final bill up to the August 3rd date.

6 Q. And is that final bill represented by the \$10.94 charge?

7 A. Yes.

8 Q. Was that bill ever paid by Mr. Bauman?

9 A. No.

10 Q. At some point in time, did PPL transfer the bill from account
11 8217018014 to another account in the name of Mr. Bauman?

12 A. Yes.

13 Q. Can you tell us when did that occur?

14 A. That occurred on June 30, 2003.

15 Q. I am going to refer your attention to page 2 of PPL Exhibit
16 No. 1. Can you tell me what this document is?

17 A. It's a Statement of Account.

18 Q. And is that for Mr. Bauman?

19 A. Yes.

20 Q. And does that page anywhere shows the transfer of the
21 debit?

22 A. Yes, it does.

23 Q. And where can that be found?

24 A. The June 30, 2003 date.

25 Q. Can you explain the entries on June 30, 2003?

1 A. Okay. When a statement amount is transferred to another
2 account, it breaks them down. The amount that was transferred from the
3 tenant to Mr. Bauman which is the \$999.30, you can see that. That's part
4 of it. The \$186.99 is billing from the date that we found foreign wiring to
5 the date that the tenant assumed responsibility back into their name, and
6 that came to \$186.99, and then the rest of those charges are late payment
7 charges.

8 Q. Was Mr. Bauman informed that the charges would be
9 transferred to his current account?

10 A. Yes.

11 Q. Was this provided in writing?

12 A. Yes.

13 Q. I want to refer your attention to PPL Exhibit No. 6. Can you
14 identify this document?

15 A. This is a letter to Mr. Bauman from PPL.

16 Q. And can you tell me what this letter informed Mr. Bauman
17 of?

18 A. This is a utility report that is provided to a customer when
19 they call and dispute something regarding their account. Mr. Bauman had
20 contacted us disputing the balance that was transferred to him of the
21 \$1,191.12, and so this letter is an explanation of that transferred balance.

22 Q. On the first page of Exhibit 6, on the bottom right-hand
23 corner there is some writing. Can you explain that?

24 A. Yes. When this letter was sent, they also attached with it a
25 copy of the original letter that Mr. Bauman had received regarding Act 54.

1 Q. I am going to ask you to turn to page 3 of Exhibit No. 6.
2 Can you tell me what those attachments are?

3 A. This is a Statement of Account.

4 Q. And do they show the transfer?

5 A. Yes.

6 Q. Finally, I want to take you back to PPL Exhibit No. 1 and
7 then take your attention to the second and third page of that exhibit. On
8 the second page of that, there is a entry of January 22, 2004 in the amount
9 of \$127 as a deduction. Can you explain what that is?

10 A. We received a Certificate of Satisfaction regarding this
11 account from Kimberly Krupka's office that we were to credit the account
12 for \$127 and that this was a Certificate of Satisfaction.

13 Q. And were you subsequently informed that this was
14 improperly filed?

15 A. Yes.

16 Q. As of January 26, 2004, with a due date of February 17,
17 2004, can you tell us what the balance is on Mr. Bauman's account?

18 A. \$1,103.07.

19 Q. And would the \$127 credit, which was incorrectly applied,
20 be added back on?

21 A. Yes, it would be.

22 Q. And what would the total amount due and owing be?

23 A. \$1, 230.07.

24 Q. What is the final position of PPL with regard to the amount
25 due and owing by Mr. Bauman?

1 A. That Mr. Bauman is responsible for the \$1,230.07.

2 MS. KRUPKA: Okay, thank you. I have no further questions, Your
3 Honor.

4 JUDGE FORDHAM: Mr. Bauman, do you have any questions for this
5 witness?

6 MR. BAUMAN: Yes, I sure do.

7 CROSS EXAMINATION

8 BY MR. BAUMAN:

9 Q. Linda, I am going to call you Linda because I don't want to
10 mispronounce your last name.

11 A. That's fine.

12 Q. Act 54, Section 1529 of the PUC, why aren't people owning
13 income property advised beforehand that there is such a situation as this?

14 MS. KRUPKA: Well, objection as to the extent that it asks our
15 witness to make a legal conclusion as to why Act 54 makes certain
16 requirements. Certainly, PPL has no objection to questions as to when
17 information was provided or what information was provided.

18 JUDGE FORDHAM: I think that's what he is asking, is when was the
19 notification provided to the owners and not to ask her a legal question.

20 THE WITNESS: I am not understanding the question.

21 BY MR. BAUMAN:

22 Q. I am asking, why aren't property owners notified in advance
23 that there is an issue like this? This is an after the fact adjudication by PPL.
24 It seems that only PPL write the laws and maintain the laws and a property
25 owner is not advised that this is his or her right in advance.

1 They are well aware of what income property is and what income
2 property is not because they check the meters, even though they do them
3 now electronically. They still know because you have multiple meters and
4 property owners should be advised. I want to know what is PPL's reason
5 why they don't do that?

6 A. I am not sure I understand your question. As soon as we
7 investigated and found that there was foreign wiring, you were notified.

8 Q. No. Linda, I am going to back up again and ask you the
9 question again. Why aren't we told before the issue arises?

10 A. Well, this is a law that was brought forth by legislation.

11 Q. Yes, and if you are going to administrate this law, why
12 aren't you advising property owners that there is such a law, especially
13 when I went through the effort to rewire this building and bring it up to
14 code and it was approved by PPL when they came out to check it?

15 "Everything is fine and dandy, Mr. Bauman. Go right ahead."

16 A. Mr. Bauman, I am not sure which question you want me to
17 answer first, but when we check wiring before a meter is installed or when
18 work is done, we only check the wiring from the service drop up to the
19 meter base and everything. We don't check internal wiring and then as far
20 as notifying owners of this law, we do send out information in our connect
21 that goes out in the bill. Usually once a year, there is an article in the
22 connect about this law.

23 Q. Well, I read the papers that comes in my bill and I read it
24 every time and I have been getting PPL's bills since back in 1994, and I do
25 not remember seeing anything about article 54 or Act 54.

1 A. We do send them out.

2 Q. So PPL's position is that if you have a problem with a paying
3 customer or a none-paying customer like Ms. McMillan and Mr. Boyd and
4 you have a property owner that you can trade, you are willing to go four
5 years later and make me pay the bill that they ran up on you?

6 A. I am not understanding your question.

7 Q. Okay, let me ask you another question first. Why won't
8 PPL, after my request to Shelly Venus on the phone and my letters, why
9 won't they provide me with information as to what kind of charges that
10 these two people ran up and how much money did PPL collect from them?

11 A. Sir, we can't send you a statement of account of another
12 person's name.

13 Q. Well, you gave me one right here. Here I have a Statement
14 of Account that says PPL Exhibit No. 2. You gave me a copy of that, so why
15 can't you tell me what they ran up?

16 A. It basically shows the transfer and these are documents
17 that we had to submit for the case.

18 Q. You provided me with this. Why can't you provide me with
19 other information?

20 A. We can't do that because of the privacy law, sir.

21 Q. How much money did McMillan and Boyd stick PPL with
22 when they moved out? They stucked me with \$3,000 in back rent by the
23 time I could get them out.

24 A. Sir, I cannot provide you with that information because of
25 the privacy act.

1 Q. Linda, the problem here is that they ran up a bill from the
2 time they moved in until the time they came up with this foreign wiring
3 problem, which they obviously must have read in one of your little
4 newsletters. Now, because they have a way of manipulating the system
5 and I am a responsible citizen, you are trying to make me pay for their
6 miscreant activities.

7 A. We are doing what we are obligated to do, sir, when we are
8 obligated to follow the law.

9 Q. So you are not going to give me any kind of answers as to
10 why the bill got to be so much?

11 A. I cannot speak about their account.

12 Q. But you can, after four years, just pick this number out of
13 the computers and randomly assign it to my bill?

14 A. Sir, you were notified of that balance back in 1999.

15 Q. And according to the information that I have and according
16 to the records written down here on the exhibit, it says "account final on
17 8/3/99 when the tenant accepted the bill as of that date." That means that
18 the tenant accepted the bill. I was not notified by anyone at PPL from that
19 date until I moved in June, that this was still an outstanding balance.

20 A. That notation on that statement was just letting you know
21 that they accepted responsibility for the bill from that date forward.

22 Q. It does not say that.

23 A. But it also does not say that they accepted the back billing
24 to be transferred back into their name.

25 Q. Oh, so that's their option?

1 A. No, that's not an option.

2 Q. Well, that's what you just said. They didn't accept the back
3 billing.

4 A. That's not what I am saying, sir.

5 Q. That's what you just told me. Would you please clarify
6 that?

7 A. What it states on here is "account final on 8/3/99 when
8 tenant accepted the bill as of that date." So the account under your name
9 finalled on 8/3/1999. Any charges prior to that are your responsibility.

10 Q. It doesn't say that.

11 A. It says "when the tenant accepted the bill as of that date."
12 The tenant accepted the bill as of 8/3/99 forward.

13 Q. The bill was \$999.30. It doesn't say from that time
14 forward.

15 MS. KRUPKA: Your Honor, I am going to object. I think that
16 question has been asked and answered and now it's become just
17 argumentative.

18 JUDGE FORDHAM: I think this is the crux of the issue and that's
19 why I haven't said anything. I think both the Complainant and I need to
20 know what happened to the bill, and maybe it would be easier to use the
21 Account Statement to say what happened to this bill from the time this
22 document was received saying that it has been transferred back to – the
23 account had been transferred back to the tenant. I don't know what
24 happened to this amount between August 3, 1999 and June of 2003, so if
25 you could just explain that.

1 THE WITNESS: Okay. What happened was, of course as I had
2 explained before, the tenant accepted responsibility back into their name as
3 of August 3, 1999 and the tenant was billed from that date forward. The
4 charges that were billed to Mr. Bauman, they remained on this account.
5 The 8217018014 account and then when we did an audit back in June, we
6 discovered this balance not paid and transferred it to his active account
7 where he now resides.

8 MR. BAUMAN: Your Honor, my question still hasn't been answered
9 and PPL's wonderful record system that they have and they are so good
10 about this thing, they have failed to realize that since somewhere in 1999,
11 and I believe it was September when I moved to my house on Soffa Road, I
12 have been receiving my bill every month at that house and I was paying
13 that bill. I do have to thank PPL because when I went through a divorce
14 and I was having some money problems and I called them up, they were
15 agreeable to help me stretch things out over a period of time. I must
16 commend them on doing that for me and I appreciate that. What I don't
17 appreciate is people running up their bill and using a loophole and me
18 having to pay this bill, and then PPL waiting almost four years to the date
19 to realize, Oops, we got one.

20 I don't think PPL wants to divulge any information because they
21 know that Richard McMillan and Cathy Boyd have disappeared somewhere
22 in the Pennsylvania landscape and that I am here and with a loophole in the
23 law, they think they can just put this on my pocket and I am going to pay
24 for it and according to the guy that called me -- Mark Hoffman, he told me
25 I didn't have an option when he talked to me on the phone.

1 JUDGE FORDHAM: Ms. Waskevich, could you go back to PPL Exhibit
2 1, page 1?

3 THE WITNESS: Yes.

4 JUDGE FORDHAM: This indicates that the account was in Mr.
5 Bauman's name at 344 Main Street, Apartment A, Second Floor, and you
6 explained how we got to the final bill of \$1,191.12, indicating the
7 transferred amount plus the amount for electric service up to August 3,
8 1999. Now, below that where it says \$831.99, there are some entries in
9 December of 1999. Could you explain those entries?

10 THE WITNESS: The entries 12/1/1999?

11 JUDGE FORDHAM: Yes.

12 THE WITNESS: Is that what you are referring to?

13 JUDGE FORDHAM: Yes.

14 THE WITNESS: After several months when there are no payments
15 received on an account, it goes as an uncollectable account at that time and
16 when we audited our account then in June of 2003, these charges were
17 then transferred over to his active account.

18 MR. BAUMAN: May I ask a question, Your Honor?

19 JUDGE FORDHAM: Yes, you may.

20 BY MR. BAUMAN:

21 Q. Linda, I want to ask you a question and it is in reference to
22 something that you stated earlier when you were questioned by Counsel
23 about PPL's record keeping and I am going to ask you this question again.
24 Why did it take four years?

25 A. I can't answer that question.

1 Q. Oh, okay.

2 A. I don't know.

3 Q. Why does it say here "charge off on 12/1/99?"

4 A. Because the account had gone through collections and we
5 had not received payment.

6 Q. And what is PPL's accounting system? What does the term
7 "charge off" mean?

8 A. I really don't have a definite definition for you. I don't want
9 to guess at it.

10 Q. So how does that charge off appear on PPL's annual
11 statement?

12 MS. KRUPKA: Your Honor, I am going to object to that as
13 irrelevant.

14 MR. BAUMAN: I don't think it is irrelevant. I think it brings up a
15 point about that in normal accounting practice, when something is charged
16 off, that it is discharged and then it is used in the accounting system as far
17 as profit and loss. Now, to top it all off, to come back four years later,
18 which I don't know if there is a statute of limitation or something like that,
19 but this is more money that goes into the profit line because it's nothing
20 that you have to put out.

21 MS. KRUPKA: Again, Your Honor, I want to object to PPL's
22 accounting records that are filed that are not directly related to payments
23 or debits incurred by Mr. Bauman. Whether PPL charges something off and
24 then an audit has to reapply that accounting balance is not relevant to
25 today's hearing.

1 MR. BAUMAN: Your Honor, I believe it's relevant because it goes
2 back to my original statement that one, I did not contact PPL to put service
3 in that apartment; I did not contact them to put the service into these two
4 people name. These two people ran up the bill and they escaped on PPL
5 and PPL is trying to stick me with the bill. PPL does not want to give any
6 information out about what kind of charges and what kind of debt got to
7 the point of where it was \$999.30.

8 PPL does not want to tell me how long the hall-light was on and
9 how many kilowatt-hours use and what the difference is between the bills.
10 According to the conversation that I had with Mark Hoffman on the
11 telephone, is that "it's your tough luck; you own the building and you are
12 stucked with the bill," and I don't think that people should be stucked with
13 a bill because of people in the society who don't want to live up to their
14 obligations. Like I said, I pay all my PPL bills and that's the end of my
15 question or statement.

16 JUDGE FORDHAM: Okay. Ms. Waskevich, would you look at PPL
17 Exhibit No. 2, and this is the account activity statement, which is listed as
18 Cathy McMillan, and under 5/28/1999, it says, "paid in advance" and it says
19 \$999.30 and then it says "special agreement" and then there are a number
20 of entries. Could you explain that?

21 THE WITNESS: That's just how it appears on the statement in the
22 process that we use to transfer the balance. When we transfer a balance
23 from one name to a different person's name, we have to set it up on the
24 account that we are transferring it from as a special agreement and then
25 transfer that special agreement over on to the other account so that it all

1 transfers over correctly.

2 JUDGE FORDHAM: Okay. And do you know why when no payments
3 was made and in December of 1999, it says "charged off," that that was
4 not transferred to Mr. Bauman's other account on Soffa Avenue or Drive at
5 that time?

6 THE WITNESS: I can't answer that question because I don't work
7 in the Collection's Department.

8 JUDGE FORDHAM: And there was another thing. Mr. Bauman
9 indicated that even though he had filed a complaint with the company
10 regarding this amount, that this was given to collections. Do you know
11 anything about that?

12 THE WITNESS: I am not understanding what he means that even
13 though he filed a complaint, it was given to collectors.

14 BY MR. BAUMAN:

15 Q. It was turned over to a Collection Agency.

16 A. And when was it turned over to a Collection Agency?

17 Q. Like I said, I did not keep that paper. All I remember is
18 getting it and photocopying the complaint from the PUC and mailing it back,
19 and it was somewhere around September or October because when I went
20 to buy this new car, that was in November and it showed up on my Credit
21 Report.

22 A. Did you contact us, Mr. Bauman?

23 Q. I had ongoing conversations with the PUC, and I was told by
24 the PUC lady in Harrisburg that once I filed the complaint with the PUC,
25 they would take it from there and so I did not continue to call back PPL

1 until I talked to Mark Hoffman and like I said, we are here today with this
2 hearing.

3 A. We were informed of your complaint from the PUC on
4 August 15, 2003.

5 Q. Okay.

6 A. Once we are informed, then the account is suspended until
7 the hearing is held and everything is settled, so it had to have been sent to
8 the Collection Agency before that.

9 Q. I am sorry that I didn't keep a copy for myself but if
10 everything is on hold since August, why is the amount appearing on my bill
11 every month?

12 A. The amount will appear on your bill.

13 Q. And if it is in suspension and I pay that bill, you guys would
14 be real happy; wouldn't you? You put it out there, you know, and maybe
15 this guy will pay it.

16 A. The charges aren't removed from your account, Mr.
17 Bauman. It's just that any collection activity is suspended.

18 Q. But you are providing me with the bill every month. If I had
19 my business and sent somebody a bill every month, it wouldn't be because
20 I had nothing better to do.

21 A. We are obligated to let you know what your balance is. Like
22 I said, we don't remove the balance; we just suspend any collection.

23 Q. I see we are going to argue semantics here. You keep
24 telling me that I owe \$1,191.12, which is \$200 more than the alleged
25 \$999.30, and going back to PPL Exhibit No. 1, on August 31, 1999,

1 \$10.94 was the final charges and I never got a bill. If your record keeping
2 is so good, you guys should know that 344 Main Street, Apartment A,
3 Second Floor is not my address, so if you mailed it there, it was probably
4 thrown in the thrash can like they do with the rest of the PPL bills and thus
5 this issue with the \$999.30. I maintain that they ran up this bill.

6 JUDGE FORDHAM: Mr. Bauman, did you ever receive any bills from
7 PPL regarding this apartment?

8 THE WITNESS: Not until I got the one when I moved here last June.
9 I did my paperwork and I did my job and I had the problem corrected and I
10 filed my papers, Your Honor, and I did not hear a word from anybody at
11 PPL, and I lived in the same house and I had the same phone number since
12 September of 1994.

13 JUDGE FORDHAM: Did you make any payments to PPL
14 Mr. Bauman, between the time you were informed in June of 1999 and
15 August of 1999 regarding this apartment?

16 MR. BAUMAN: I don't believe so. I am looking at the forms. It
17 doesn't look like it.

18 JUDGE FORDHAM: Do you have anymore questions for this
19 witness, Mr. Bauman?

20 MR. BAUMAN: The questions that I have, Your Honor, I am not
21 getting answered because they won't divulge the information that we need
22 to have to prove that this is not my bill. They are willing to send me a bill
23 with Cathy McMillan's name on it but they won't tell me something else, so
24 I am kind of lost here because I don't have anything that we can go on.
25 \$999.30 is a number that PPL came up with but they cannot prove where

1 that number came from and I think that they should have to prove it. If
 2 there is an accusation made and there are charges, I should have to see
 3 where those charges came from and I am getting that from nobody at PPL.
 4 I talked to Shelly Venus and Mark Hoffman and now with this situation
 5 here, I am not getting the information that I need and neither is the court,
 6 to make a decision.

7 If anybody gets a credit card bill and there is a charge on there
 8 that you don't know what it is, then you call them up and they will provide
 9 you with that information or telephone calls. I am sure there are millions of
 10 people out there that gets a bill and won't write a check because there is
 11 something on there that they don't understand, and I am sure PPL have
 12 phone calls everyday with people saying they don't understand something
 13 and that's why you have a Customer Service Department to answer these
 14 questions.

15 When I talked to Shelly Venus, she said she cannot handle my
 16 problem in Customer Service but there is a special section where all these
 17 questions are answered, which getting answers out of them was very
 18 difficult and almost impossible. I assume or presume or whatever the word
 19 that you want me to use, that PPL thinks that because it's PPL, I am just
 20 going to go ahead and pay the bill but if I didn't do it, I shouldn't have to
 21 pay for it and that's where I stand on it. I need information, Your Honor. I
 22 need to see where all this is coming from.

23 JUDGE FORDHAM: Okay, thank you. Ms. Krupka, do you have any
 24 redirect for this witness?

25 MS. KRUPKA: Yes, I do, Your Honor.

1 JUDGE FORDHAM: Okay, you may go ahead.

2 REDIRECT EXAMINATION

3 BY MS. KRUPKA:

4 Q. I would like you to look again at PPL Exhibit No. 2. There is
5 a balance of \$999.30. Would this be for electrical charges that were
6 incurred by Ms. McMillan during the time she lived at the apartment?

7 A. Yes.

8 Q. And were these charges all incurred prior to the discovery of
9 the foreign wiring?

10 A. Yes.

11 Q. And as of the date of the foreign wiring, did Ms. McMillan in
12 fact have this overdue balance?

13 A. Yes.

14 Q. And then after the discovery of the foreign wiring, were any
15 additional charges provided to Ms. McMillan until such corrections were
16 made?

17 A. No.

18 Q. After the corrections were made, did PPL then begin to bill
19 Ms. McMillan?

20 A. No. Oh, after the corrections were made, yes.

21 Q. Is PPL seeking payment from Mr. Bauman for any charges
22 incurred after August 3, 1999 when the correction was made?

23 A. No.

24 Q. Mr. Bauman has indicated that the bill now is approximately
25 \$200 higher than the \$999.30. Where did that amount accumulate from?

1 A. These were charges billed to Mr. Bauman from the date that
2 we confirmed the foreign wiring to the date the tenant assumed
3 responsibility.

4 Q. Mr. Bauman has made some allegations that we have
5 attempted to place the balance in his name because we couldn't go after
6 Ms. McMillan. Can you explain why the balance was placed in his name?

7 A. The balance was placed in his name for the Act 54 law,
8 which is Santos versus Metropolitan Edison I think it was. That is the
9 charter that we have to transfer any unpaid balance over.

10 Q. Is PPL in your experience, and did PPL have any ability to go
11 after Ms. McMillan for this amount?

12 A. No.

13 Q. I want to refer you to Complainant's Exhibit No. 2, wherein
14 there was information highlighted and testified about that the account was
15 finalized on August 3, 1999. Is this information contained on an account
16 activity statement?

17 A. Yes.

18 Q. Can you tell me, does this account activity statement show
19 the date that it was printed?

20 A. Yes.

21 Q. When was that printed?

22 A. August 15, 2003.

23 Q. Am I correct that this information was provided to Mr.
24 Bauman after such time or around the time that the PUC complaint was
25 filed?

1 A. Yes.

2 Q. Was Mr. Bauman notified in writing that the balance was
3 being transferred to him prior to 2003?

4 A. Yes.

5 Q. Again, I provide you with PPL Exhibit No. 4. What is the
6 date of this letter?

7 A. The date is June 7, 1999.

8 Q. And was this provided to Mr. Bauman's home address?

9 A. Yes, it was.

10 Q. And does it state that the unpaid balance is being
11 transferred?

12 A. Yes, it does.

13 MS. KRUPKA: Your Honor, I have no further questions. I would
14 just move PPL's Exhibits Nos. 1 through 6.

15 JUDGE FORDHAM: Mr. Bauman, do you have any objection to the
16 exhibits offered by PPL?

17 MR. BAUMAN: No, ma'am.

18 JUDGE FORDHAM: PPL's Exhibits Nos. 1 through 6 are admitted.

19 (Whereupon, the documents were
20 marked as PPL's Exhibits Nos. 1
21 through 6 for identification, and
22 were received in evidence.)

23 JUDGE FORDHAM: Ms. Krupka, do you have any objection to
24 Complainant's Exhibits Nos. 1 through 4?

25 MS. KRUPKA: No, Your Honor.

1 JUDGE FORDHAM: Complainant's Exhibits Nos. 1 through 4 are
2 admitted without objection.

3 (Whereupon, the documents marked
4 as Complainant's Exhibits Nos. 1
5 through 4 were received in evidence)

6 JUDGE FORDHAM: Mr. Bauman, you may make a closing statement
7 and then Ms. Krupka.

8 MR. BAUMAN: Your Honor, basically what I have been saying for
9 the last hour and 15 minutes is that we have two individuals who are not
10 living up to their responsibilities with PPL. They have escaped PPL's radar
11 screen and I as a property owner is being penalized by this clandestine law
12 that nobody is informed of.

13 The only reason I know about this is because I find out after the
14 fact and my opinion is that that is not right. These things need to be taken
15 and discussed prior to the problem. PPL is very large and they have
16 enough employees that proper contact can be made. Somebody saying
17 that I tried to call somebody and then not processing paperwork in a timely
18 fashion just put things farther and farther behind, you know. It takes two,
19 three, four weeks for them to process and then inspection, and then for me
20 getting the letter to them and I did correct the problem and it went back
21 August 3rd.

22 Nevertheless, the problem is, from the time these people moved in
23 until they found the loophole in the law, they weren't paying their bills and
24 PPL does not want to admit to this. They are trying to stick me with this bill
25 and I don't think it's right and that's all I have to say.

JUDGE FORDHAM: Thank you. Ms. Krupka.

MS. KRUPKA: Yes, Your Honor. Act 54 requires PPL and there is no discretion, that when they find foreign wiring, they must transfer the account balance if there is one and place the bill in the landlord's name. Foreign wiring was discovered by PPL on May 11th. It doesn't appear that Mr. Bauman is disputing that there was actually foreign wiring there, and the fact that he had his own electrician change the wiring and provided PPL with documentations of the change.

Although this documentation was not mailed to PPL until August 19th, PPL did go back to August 3rd and discontinued billings from that date forward in the name of Mr. Bauman. On June 7, 1999, Mr. Bauman was informed of the foreign wiring which he acknowledged through his own exhibits. He was provided with the account balance as of the date of the discovery of the foreign wiring, which was by May 11, 1999. He was informed of the balance of \$999.30, and he was informed that the balance would be his responsibility as of that date. He was also informed that any billing forward would be in his name and that it would be so until such time as he completed the rewiring.

PPL admits fully that as of the date of the foreign wiring, that Ms. McMillan had an overdue balance that had accumulated over a period of time in the amount of \$999.30. However, PPL is without discretion. We are not permitted to go and attempt to obtain this payment from Ms. McMillan. The law is clear that we must attempt to obtain the payment from Mr. Bauman. He was notified as of that date that the bill was unpaid and in PPL's internal auditing, they discovered it and transferred it to his

1 active account where we are seeking payment.

2 The fact that it was a little under four years until it was transferred
3 to the account, does not take away from the fact that on June 7, 1999, he
4 admits that he had notification of the bill and that it was being placed in his
5 name. The bill was transferred within the applicable statute of limitation
6 time and PPL simply followed Act 54.

7 Mr. Bauman complains that PPL did not inform him of Act 54. PPL
8 does provide information to landlords. However, it is the ultimate
9 responsibility of the landlord to know of the requirements to have all wiring
10 that services common area on a meter in the landlord's own name.

11 Accordingly, PPL believes and asserts that the \$1,230.07
12 outstanding on Mr. Bauman's account is proper.

13 JUDGE FORDHAM: Thank you. As I said earlier, I will look at the
14 exhibits and the transcript and write a decision which will be issued from
15 the Harrisburg office. If either party objects to my decision, you can file
16 exceptions and the full Commission will review it. If there is no review of
17 my decision and no exceptions are filed, my decision will become final by
18 operation of law and you will be notified of that. Thank you very much.

19 MS. KRUPKA: Thank you, Your Honor.

20 MR. BAUMAN: Thank you, ma'am.

21 (Whereupon, at 11:17 a.m., the proceedings were concluded.)
22
23
24
25

CERTIFICATE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I hereby certify, as the stenographic reporter, that the foregoing proceedings were taken stenographically by me, and thereafter reduced to typewriting by me or under my direction; and that this transcript is a true and accurate record to the best of my ability.

COMMONWEALTH REPORTING COMPANY, INC.

BY: Georgette McEwan
Georgette McEwan

RECEIVED
2004 MAR 16 PM 1:45
SECRETARY'S BUREAU

Cardinghurst
Customer Contact Representative
Tel. 610.774.3232 Fax 610.774.3260

PP&L Inc.
827 Hausman Road
Allentown, PA 18104-9392



June 7, 1999

DOCKETED
MAR 18 2004

C-1
2-20-04
C-20030932
CRfm
Phila

William Bauman
1095 Soffa Road
East Greenville, PA 18041

Re: Account #82170-18014

DOCUMENT
FOLDER

Dear Mr. Bauman:

Our attempts to contact you have been unsuccessful. We have tried to reach you by phone to tell you that a Pennsylvania law is now in place that affects utility service to apartments and rental units. The law is known as Act 54 of 1993, and was made part of the Public Utility Code.

We investigated the wiring in your building at 344 Main Street, Pennsburg. We found that the wiring for the hallway light is connected to the meter serving Apartment A. This is known as "foreign load."

Act 54, and Section 1529.1 of the Public Utility Code, treat a rental unit with foreign load as "not individually metered." When this exists, the law requires the utility to change the name on the account from the tenant's to the owner's as of the date they find the "foreign load". Also, utilities are required to transfer any unpaid balance from the tenant's account to the account in the owner's name. The owner then must pay for the electric service until he/she fixes the wiring to eliminate the foreign load.

To comply with the law, the electric bill that was in the name of your tenant, Cathy McMillen, will now be in your name as of May 11, 1999. This is the date we confirmed the foreign load. Also, an unpaid balance of \$999.30 will be transferred from your tenant's account to the account in your name. This balance will be transferred based on the Opinion and Order adopted by the Public Utility Commission (Docket No. C-00967757, Elizabeth Santos Vs. Metropolitan Edison Company dated July 10, 1997). You are responsible for this amount which is due on June 23, 1999. If you are unable to pay the full amount by the due date, please call us toll-free at 1-800-342-5775 to set up a payment plan. ***If you are not the owner of this property, please call us immediately.***

RECEIVED
MAY 16 1999
PPL

*** Account Information ***

Account Number:
18014

Mail To:
WILLIAM BAUMAN
344 MAIN ST APT A 2FL
PENNNSBURG PA 19073

*** Current Account Status ***

Payment Agreement
Installment: \$0.00 Balance: \$0.00

Budget Bill Amortization
Installment: \$0.00 Balance: \$0.00

Current Rate: RS

C-2
C-20030432
2-20-04
Cefam
BILLED
KM

billed By:
WM BAUMAN
41-4119 Extension:

DOCUMENT
FOLDER

TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	KWH
*1999 ELECTRIC SERVICE *1999 Regular Bill	06/17	\$39.92				0094/0000	20481A	16	444
*1999 Late Payment Charge		\$0.47							
*1999 ELECTRIC SERVICE *1999 SPECIAL AGREEMENT *1999 Regular Bill	07/20	\$87.41 \$999.30 \$1127.10	\$39.92			0023/0171	21484E	32	1003
*1999 Late Payment Charge		\$1.50							
*1999 Late Payment Charge		\$0.01							
*1999 ELECTRIC SERVICE *1999 Regular Bill	08/19	\$48.72 \$1177.33	\$1127.10			0001/0418	21985A	31	501
*1999 Late Payment Charge		\$2.85							
*1999 CANCELED ELECTRIC SERVICE *1999 Canceled Bill	09/20	\$65.07 \$1243.25	\$1177.33			0003/0284	22676A	29	691
*1999 Adjustment *1999 ELECTRIC SERVICE *1999 Regular Bill	09/21	\$-63.07 \$10.94 \$1191.12	\$1177.33			0000/0088	221040	5	119
*1999 Charge Off		\$-186.99							
*1999 Charge Off		\$-0.01							
*1999 Charge Off		\$-2.85							
*1999 Charge Off		\$-1.50							
*1999 Charge Off		\$-0.47							
*1999 Charge Off		\$-999.30							
*2003 Debit Uncollectible		\$0.01							
*2003 Debit Uncollectible		\$0.47							
*2003 Debit Uncollectible		\$2.85							
*2003 Debit Uncollectible		\$1.50							
*2003 Debit Uncollectible		\$186.99							
*2003 Debit Uncollectible		\$999.30							
*2003 Transfer		\$-1191.12							

DOCKET
MAR 18 2004

* Common Use Found 5-11-1999
* Common Use Fixed 7-22-1999
* Account Fixeded 8-3-1999 when tenant accepted the bill as of that date.

MAR 16 2004

RECEIVED

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

C-3
2-2-04
C-2003 0972

BILL BAUMAN

525 Main Street
East Greenville, Pennsylvania
18041

EM
Phila

August 23, 2003

I am in receipt of your letter dated August 15, 2003. As I stated to Shelly Venus in your office, I am not responsible for the alleged charges and I am not going to pay them. PPL was left holding a balance from Cathy Boyd and Richard McMillan, and since these two flakes have ducked your radar screen, you think that you can just bill me, since I am a responsible citizen, a property owner, and a PPL customer since 1995.

I have asked for information regarding this account and you have failed to provide it to me. I have asked for the following:

- 1) A detailed billing from the apartment at 344 Main Street in Pennsburg, from the time the tenants, Boyd/McMillan moved in until they moved out. This must include all charges and payments.
- 2) A PPL estimate on the kilowatts that a 100 watt light bulb uses.
- 3) A copy of any Federal or Commonwealth law or statute that allows PPL to automatically add undocumented charges to anyone's bill.

I have filed a complaint with the P.U.C. regarding this outrageous claim. I demand that these charges be removed from my bill.

Regards,

Bill Bauman

DOCUMENT
FOLDER

DOCKETED
MAR 18 2004

RECEIVED

MAR 16 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PPL Electric Utilities
827 Hausman Road Allentown, PA 18104-9392
Tel. 800.342.5775 or 484.634.4900 Fax 484.634.3484
www.pplweb.com

C-4
2-20-04
C-20030932
g.m
Ph:LA

WILLIAM BAUMAN
525 MAIN ST
EAST GREENVILLE PA 18041

June 30, 2003

Bill Account No: 86380-27011

Dear Customer,

Periodically we conduct reviews of final-billed customer accounts to ensure all remaining debits or credits have been properly applied. During such a review, we found a remaining balance of \$1,191.12 from your former account:

Final Account: 82170-18014

Service Address: 344 MAIN ST APT A 2FL
PENNSBURG PA 18073

DOCUMENT
FOLDER

This balance has been transferred to your current account 86380-27011 and will be included on your next energy bill.

If you have an active payment agreement and are unable to pay the transferred amount in full with your present bill, contact our customer service department to discuss your options.

In the future, any additional adjustments to your final account will automatically be transferred to your active account. If you have any questions regarding this matter, please call us toll-free at 1-800-342-5775.

Sincerely,

PPL Electric Utilities

Stelley Venus

DOCKETED

MAR 18 2004

RECEIVED

MAR 16 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Account Activity Statement

Date: 02/17/04
Page: 1

PK-1
2-20-04
C-20030932
GM
Phila

*** Current Account Status ***

Payment Agreement \$0.00 Balance: \$0.00
Installment: \$0.00
Budget Bill Amortization \$0.00 Balance: \$0.00
Installment: \$0.00
Current Rate: RS

*** Account Information ***

Mail To:
WILLIAM BAUMAN
344 MAIN ST APT A, 2ND FLR
PENNSBURG PA 18073

Account Number: 2170-18014
Requested By: WILLIAM BAUMAN
215-541-4119 Extension:

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	KWH	HIGHEST KW
15/27/1999	ELECTRIC SERVICE	06/17	\$39.92						16	444	
15/27/1999	Regular Bill		\$39.92								
16/23/1999	Late Payment Charge		\$0.47								
16/29/1999	ELECTRIC SERVICE		\$87.41								
16/29/1999	SPECIAL AGREEMENT		\$999.30								
16/29/1999	Regular Bill	07/20	\$1127.10	\$39.92			0023/0171	21484E	32	1003	
17/27/1999	Late Payment Charge		\$1.50								
17/27/1999	Late Payment Charge		\$0.01								
17/29/1999	ELECTRIC SERVICE	08/19	\$48.72								
17/29/1999	Regular Bill		\$1177.33	\$1127.10			0001/0418	21985A	31	501	
18/25/1999	Late Payment Charge		\$2.85								
18/27/1999	CANCELED ELECTRIC SERVICE	09/20	\$63.07								
18/27/1999	Canceled Bill		\$1243.25	\$1177.33			0003/0284	22676A	29	691	
18/31/1999	Adjustment		\$-63.07								
18/31/1999	ELECTRIC SERVICE	09/21	\$10.94								
18/31/1999	Regular Bill		\$1191.12	\$1177.33			0000/0088	221040	5	119	
12/01/1999	Charge Off		\$-186.99								
12/01/1999	Charge Off		\$-0.01								
12/01/1999	Charge Off		\$-2.85								
12/01/1999	Charge Off		\$-1.50								
12/01/1999	Charge Off		\$-0.47								
12/01/1999	Charge Off		\$-999.30								
16/30/2003	Debit Uncollectible		\$0.01								
16/30/2003	Debit Uncollectible		\$0.47								
16/30/2003	Debit Uncollectible		\$2.85								
16/30/2003	Debit Uncollectible		\$1.50								
16/30/2003	Debit Uncollectible		\$186.99								
16/30/2003	Debit Uncollectible		\$999.30								
16/30/2003	Transfer		\$-1191.12								

DOCKETED

MAR 18 2004

SECRETARY'S BUREAU

MAR 16 PM 1:43

RECEIVED

DOCUMENT FOLDER

01/26/2004 ELECTRIC SERVICE

Bill Account: 86380-27011

\$38.95

Account Activity Statement

Date: 02/17/04
Page: 2

DATE	TRANSACTION TYPE	EUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/ TYPE	DAYS USED	KWH	BILLED KW
01/26/2004	Regular Bill	02/17	\$1103 07	\$1064.17			1262.0000	03017A	71	393	

Account Activity Statement

*** Account Information ***

Account Number:
82170-18005

Mail To:
CATHY McMILLEN
344 MAIN ST APT A,
PA 18072
PENNSBURG

Requested By:
CATHY McMILLEN
(215) 679-8052 Extension:

*** Current Account Status ***

Payment Agreement
Installment: \$0.00 Balance: \$0.00

Budget Bill Amortization
Installment: \$0.00 Balance: \$0.00

Current Rate: RS

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	KWH	BILLED KW
04/28/1999	ELECTRIC SERVICE		\$57.90								
04/28/1999	Regular Bill	05/19	\$972.05	\$914.15	\$972.05		0460/0000	19722A	29	660	
05/26/1999	ELECTRIC SERVICE		\$27.25								
05/26/1999	Regular Bill	06/16	\$999.30	\$972.05	\$999.30		0100/0001	200370	13	315	
05/28/1999	Paid In Advance		\$999.30								
05/28/1999	Special Agreement		\$-988.40								
05/28/1999	Special Agreement		\$-8.49								
05/28/1999	Special Agreement		\$-8.50								
05/28/1999	Special Agreement		\$-7.78								
05/28/1999	Special Agreement		\$-6.22								
05/28/1999	Special Agreement		\$-5.31								
05/28/1999	Special Agreement		\$-4.19								
05/28/1999	Special Agreement		\$-0.41								
05/28/1999	Transfer		\$-999.30								

DOCKETED
MAR 18 2004

DOCUMENT
FOLDER

SECRETARIAT'S BUREAU

APR 15 PM 1:58

RECEIVED

6-20030932
2-2-02
2-2-02
2-2-02

**FOREIGN LOAD
CUSTOMER CONTACT REPRESENTATIVE
CHECK LIST**

To: RHADA WENRICH
(CCC Division Team Supervisor or Assigned CSR)

DOCUMENT
FOLDER

1. Tenant's Bill Account Number <u>8217018005</u>		2. Owner's Bill Account Number ** <u>8217018014</u>	
3. Foreign Load Service Address: <u>344 MAW ST. APT 2ND FL. PENNSBURG, PA 18073</u>			
4. Foreign Load verified on: <u>5-11-99</u> (Date)		5. Meter Number: <u>51371983</u>	
		6. Meter Reading: <u>20037</u>	
7. Extent of foreign load (W.H., heat, other units, etc.): <u>1 LIGHT IN HALLWAY</u>			
Estimate due to foreign load: \$ _____ KWH _____			
8. Owner's Name: <u>WILLIAM BAUMAN</u> Address: <u>1095 SOFFA RD</u> <u>EAST GREENVILLE, PA 18041</u> Phone #: <u>215-541-4119</u> Soc. Sec. # _____			
9. Tenant's Name: <u>CATHY McMILLEN</u> Phone #: <u>215-679-8052</u> Soc. Sec. # _____			
10. Investigation conducted by <u>Carl Byrd</u> Contact Representative's signature			Date <u>5-11-99</u>
11. Landlord Notifications	Investigation Results	Personal Contact: # of Attempts <u>1</u> Date(s): <u>5-13-99</u>	By Letter: Date: <u>6/7/99</u>
12. Tenant Notifications	Investigation Results	Personal Contact: # of Attempts <u>1</u> Date(s): <u>5-11-99</u>	By Letter: Date: _____
13. Account in Landlord's name effective: <u>5-11-99</u>			
12. Account MSGS (Yes/No) Account Coded (Yes/No)			
13. Connect/Disconnect Completed (Yes/No)			

DOCKETED
MAR 18 2004

**PLEASE USE THE OWNER'S BILL ACCOUNT NUMBER ON THE OWNER'S LETTER.

RECEIVED

Revised 2/22/99

MAR 16 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

C-20030932
2-20-04
PHICA
GM

PPL EXHIBIT 3

Carol Brughurst
Customer Contact Representative
Tel. 610.774.3232 Fax 610.774.3250

PPL, Inc.
827 Hausman Road
Abertown, PA 18104-9392



June 7, 1999

William Bauman
1095 Soffa Road
East Greenville, PA 18041

DOCKETED

MAR 18 2004

SECRETARY'S OFFICE
2004 MAR 16 PM 1:30

RECEIVED

Re: Account #82170-18014

Dear Mr. Bauman:

Our attempts to contact you have been unsuccessful. We have tried to reach you by phone to tell you that a Pennsylvania law is now in place that affects utility service to apartments and rental units. The law is known as Act 54 of 1993, and was made part of the Public Utility Code.

We investigated the wiring in your building at 344 Main Street, Pennsburg. We found that the wiring for the hallway light is connected to the meter serving Apartment A. This is known as "foreign load."

Act 54, and Section 1528.1 of the Public Utility Code, treat a rental unit with foreign load as "not individually metered." When this exists, the law requires the utility to change the name on the account from the tenant's to the owner's as of the date they find the "foreign load". Also, utilities are required to transfer any unpaid balance from the tenant's account to the account in the owner's name. The owner then must pay for the electric service until he/she fixes the wiring to eliminate the foreign load.

To comply with the law, the electric bill that was in the name of your tenant, Cathy McMillen, will now be in your name as of May 11, 1999. This is the date we confirmed the foreign load. Also, an unpaid balance of \$999.30 will be transferred from your tenant's account to the account in your name. This balance will be transferred based on the Opinion and Order adopted by the Public Utility Commission (Docket No. C-00967757, Elizabeth Santos Vs. Metropolitan Edison Company dated July 10, 1997). You are responsible for this amount which is due on June 23, 1999. If you are unable to pay the full amount by the due date, please call us toll-free at 1-800-342-5775 to set up a payment plan. *If you are not the owner of this property, please call us immediately.*

DOCUMENT
FOLDER

C-20030932
2-20-04
Phila
GM

For your information we are attaching a copy of Section 1529.1 of Act 54 of 1993.

Once you correct this wiring problem, you must notify your tenant and PP&L. Your notification to PP&L must be in writing. You must use the attached form and provide information such as the date the wiring was fixed, a description of the work done, the name of the person who did the work, etc. You must provide *all* the information requested in this form. Because it is the owner's responsibility to ensure that a tenant's meter serves exclusively that tenant's apartment, you should also ask your electrician to check the wiring in the entire building to make sure there is no further "foreign, or mixed, or common use" wiring connected to a tenant's apartment.

Also, PP&L recommends, in the interest of customer's protection, that all new wiring or changes and additions to existing wiring be inspected. In addition, we recommend that you check with the municipality where this property is located to ensure you have met their requirements regarding internal wiring changes.

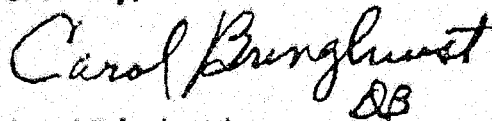
Please mail the completed form to:
Attn.: Rhonda Wenrich
Customer Contact Center
Pennsylvania Power & Light Company
827 Hausman Road
Allentown, PA 18104-9392

PP&L reserves the right to verify that the foreign wiring was fixed and that the meter for this account serves only this rental unit.

As a service to you, PP&L will attempt to inform your tenant that we have received your notification. However, please take note that it is your responsibility to inform your tenant that you fixed the wiring. It is also your responsibility to ask your tenant to call PP&L to accept responsibility for the account again. In accordance with the law and the Public Utility Code, we cannot put the account back in your tenant's name without your tenant's authorization.

If you have any questions or concerns and want to discuss this further, please call our Customer Contact Center toll free at 1-800-342-5775.

Sincerely,


QB

Carol Bringham

Attachments

PA ACT 54 OF 1993
PROPERTY OWNER'S NOTIFICATION
FOREIGN LOAD/WIRING FIXED

Property Owner's Information

Name:

Ben Bowman

Address:

PO Box 73
E. Granville 18041

Phone #:

25-JUN-4411

Soc.Sec.#:

Acct #

82170-18014

Service

Address:

344 MAIN ST

of Rental Unit

PENNSBURG 18073

where foreign

load was fixed

PLEASE COMPLETE ALL THE INFORMATION:

1. Date the foreign wiring was fixed" 7/22/99

2. Name, address, and phone # of person who fixed the wiring:

Name CERRY LEWISGOOD

Address 206 Box 417 Poyocrowns 19372

~~XXXXXXXXXXXX~~

Phone #: 610-367-4728

3. The following foreign wiring corrections were made (please describe the corrections, such as hot water heater, furnace, hallway lights, etc.):

Foreign wiring corrected	Removed from Meter #:	Now connected to meter #:
<u>Hallway Light</u>	<u>51-37-763</u>	<u>71-834-765</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. I installed a separate meter for the wiring of common use areas such as hallway lights, furnace, etc. (Please (✓) check as appropriate):

() Yes. The new meter was installed on _____.

The Meter Number is: _____.

(X) No. The common use wiring is connected to Meter # _____ which services apartment # 10.

5. The account for the meter servicing the common use areas is in my name (please (✓) check as appropriate):

(X) Yes.

() No. It is in the name of _____ This person is the _____

(new owner/tenant/etc.)

RECEIVED
MAR 16 PM 1:00
SECRETARY'S BUREAU

DOCUMENT
FOLDER

DOCKETED

MAR 18 2004

PLEASE COMPLETE THE OTHER SIDE TOO.

C-20030932
2-20-04
EM
MHA

**PA ACT 54 OF 1993
PROPERTY OWNER'S NOTIFICATION
FOREIGN LOAD/WIRING FIXED**

6. Now that the foreign wiring is fixed, the current tenant responsible for the electric service for this account in accordance with the terms of the lease is:

Tenant's

name: D. McMillon / C Boyd

Tenant's Phone #: 215-679-8052

7. I notified this tenant on 8/3/97 that the foreign wiring is fixed.
(date)

8. This account should be connected in the name of this tenant as of 8/3/97
(date)

I certify that the information I provided here is true and correct and that I have met the requirements of my Municipality concerning internal wiring changes. I also certify that as a result of the above wiring changes, the meter for this account services only the rental unit located at the service address given in this notification. I understand PP&L reserves the right to verify that the foreign wiring changes listed in this notification were made. I further understand that if upon verification, PP&L determines that foreign wiring is still connected to this meter, PP&L may bill me for the service call, and I must remain responsible for the electric service to this account.

I also understand that it is my responsibility to ensure that a tenant's meter in my rental property serves exclusively that tenant's apartment, and to ensure there are no further "foreign, or mixed, or common use" wiring connected to a tenant's apartment.

I further understand that it is my responsibility to inform my tenant that I fixed the wiring; that it is also my responsibility to ask my tenant to call PP&L to accept responsibility for the account again; and that in accordance with the law and the Public Utility Code, PP&L cannot put the account back in my tenant's name without my tenant's authorization.

Signature: 

(Owner)

Date: 8/4/97

PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104-9392
Tel. 800.342.5775 (484.634.4800) Fax 484.634.3484
www.pplweb.com



WILLIAM BAUMAN
525 MAIN ST
EAST GREENVILLE PA 18041

August 15, 2003

Subject: 86380-27011

DOCKETED
MAR 18 2004

RECEIVED
2004 MAR 16 PM 1:00
SECRETARY'S BUREAU

Dear William Bauman:

On August 1, 2003, you contacted PPL regarding a transferred balance in the amount of \$1,191.12 from account(s) 82170-18014 which was for service to your rental property at 344 Main St., Apt A 2fl, Pennsburg PA 18073. You indicated that you do not agree with this transferred balance.

We have reviewed the account history with you and provided information from the account(s) with the resulting balance. In order to help you understand the transferred balance, we are sending statements from the involved account(s). We have also enclosed a copy of the original letter sent to you on June 7, 1999, notifying you about the common use and the balance of \$999.30 being transferred from your tenant's account. The remainder of the balance that has been transferred to your active account 86380-27011 was due to any bills rendered between the May 11, 1999 connect date and up to the August 3, 1999 final bill, plus any late charges applied.

PPL's position is that the balance is correct and is your responsibility.

Your account balance is \$1,191.12, and will become past due on August 30, 2003. If you cannot pay the bill in full, please contact PPL for a payment arrangement to avoid further collection activity.

You can mail payments to PPL, Attn: Cash Receipts, Two North Ninth Street, Allentown, PA, 18101 or take them to an authorized PPL bill payment agency.

If you are not in agreement with this report, you may file an informal complaint with the Pennsylvania Public Utility Commission. You must file the complaint within ten (10) days of the date of this report to protect all of your rights. PPL will not shut off your service during this time or during the informal complaint process as long as you pay all undisputed bills.

DOCUMENT
FOLDER

C-20030932
2-20-04
GM
Philk

+ copy of Act 54
owner's letter
dated 6-7-99

You can file an informal complaint by calling the Pennsylvania Public Utility Commission toll-free in PA at 1-800-782-1110. If you prefer, you may write the Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265.

The Pennsylvania Public Utility Commission will ask you to provide the following information:

1. The customer's name and phone number.
2. The customer's mailing address and, if different, the service address.
3. The utility company's name and the customer's account number, if there is one.
4. A brief statement of the dispute and the relief sought.
5. Whether the company has already investigated and reported the dispute.
6. Whether the same formal or informal complaint was filed with the PUC in the past.
7. The proposed shut-off date, if any.

If you need additional information or have other concerns, please call PPL toll-free at 1-800-DIAL-PPL (1-800-342-5775).

Sincerely,

PPL Electric Utilities

Enclosure (Statement(s) of Account)

Date: 08/15/03
Page: 1

Account Activity Statement

*** Account Information ***

Account Number:
82170-18014

Mail To:
WILLIAM BAUMAN
344 MAIN ST APT A 2FL
PERRNSBURG PA 18073

Requested By:
WILLIAM BAUMAN
(215)541-4119 Extension:

*** Current Account Status ***

Payment Agreement
Installment: \$0.00 Balance: \$0.00
Budget Bill Amortization
Installment: \$0.00 Balance: \$0.00
Current Rate: ES

DATE	TRANSACTION TYPE	DEE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	RWH	BILLED EN
05/27/1999	ELECTRIC SERVICE										
05/27/1999	Regular Bill	06/17	\$39.92				0094/0000	20481A	16	464	
06/23/1999	Late Payment Charge		\$0.47								
06/29/1999	ELECTRIC SERVICE										
06/29/1999	SPECIAL AGREEMENT		\$87.41								
06/29/1999	Regular Bill	07/20	\$999.30	\$39.92			0023/0171	218848	32	1003	
07/27/1999	Late Payment Charge		\$1.50								
07/27/1999	Late Payment Charge		\$0.01								
07/29/1999	ELECTRIC SERVICE										
07/29/1999	Regular Bill	08/19	\$48.72	\$1127.10			0001/0418	21985A	31	501	
08/25/1999	Late Payment Charge		\$2.85								
08/27/1999	CANCELED ELECTRIC SERVICE										
08/27/1999	Canceled Bill	09/20	\$63.07	\$1177.33			0003/0284	22676A	29	691	
08/31/1999	Adjustment		\$-63.07								
08/31/1999	ELECTRIC SERVICE										
08/31/1999	Regular Bill	09/21	\$10.94	\$1177.33			0000/0088	22104G	5	119	
12/01/1999	Charge Off		\$-186.99								
12/01/1999	Charge Off		\$-0.01								
12/01/1999	Charge Off		\$-2.85								
12/01/1999	Charge Off		\$-1.50								
12/01/1999	Charge Off		\$-0.47								
12/01/1999	Charge Off		\$-999.30								
06/30/2003	Debit Uncollectible		\$0.01								
06/30/2003	Debit Uncollectible		\$0.47								
06/30/2003	Debit Uncollectible		\$2.85								
06/30/2003	Debit Uncollectible		\$1.50								
06/30/2003	Debit Uncollectible		\$186.99								
06/30/2003	Debit Uncollectible		\$999.30								
06/30/2003	Transfer		\$-1191.12								

* Common Use Found 5-11-1999
* Common Use Fixed 7-22-1999
* Account Finalized 8-3-1999 when tenant accepted the bill as of that date.