

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John McGee	:	
	:	
v.	:	C-2016-2549952
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Conrad A. Johnson
Administrative Law Judge

INTRODUCTION

Complainant alleges there are incorrect charges on his bill resulting from Respondent improperly transferring delinquent accounts of tenants to his name. This decision dismisses the Complaint for Complainant’s failure to carry his burden of proving Respondent violated the Public Utility Code by transferring the tenants’ arrearages to Complainant’s account upon discovering foreign loads at the service addresses for which he was the owner of record.

HISTORY OF THE PROCEEDING

On May 18, 2016, John McGee (Complainant or Mr. McGee) filed a Complaint with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (PPL or Respondent) at Docket No. C-2016-2549952, alleging PPL repeatedly changed the billing name of the responsible party to him in error by placing the outstanding prior delinquent bills of tenants into his name when the tenants moved into the service addresses. As relief, Mr. McGee requested that the Commission order PPL to “apply the billing to the correct responsible party.”

On June 29, 2016, PPL filed an Answer denying that electric service for Complainant's rental properties was improperly placed in his name and asserted; "By way of further response PPL Electric completed an in-person investigation, performed by PPL Electric's Customer Field Representatives, which confirmed foreign wiring within the properties located at 1100 Centre Street, Ashland, Pennsylvania; 1001 Centre Street, Ashland, Pennsylvania; and 6 North 10th Street, Ashland, Pennsylvania,". PPL further averred that at all relevant times Mr. McGee was the record owner of the properties. As relief, PPL requested that the Commission deny the Complaint.

By Hearing Notice dated August 1, 2016, the Commission informed Complainant and Respondent that a Call-In Telephonic Hearing was scheduled before me on Tuesday, September 6, 2016, at 10:00 a.m. A Prehearing Order was issued on August 2, 2016, informing the Parties of the applicable procedural rules for the hearing.

By correspondence dated August 5, 2016, counsel for Mr. McGee, Edward C. Greco, Esquire, requested a hearing continuance because the hearing date conflicted with his appearance in another previously-scheduled court proceeding. Attorney Greco further represented that there was no opposition to the continuance request. The continuance request was granted by First Interim Order issued on August 19, 2016.

By Cancellation/Reschedule Hearing Notice dated August 30, 2016, the Commission informed Complainant and Respondent that a Call-In Telephonic Hearing was scheduled before me on Wednesday, October 5, 2016, at 10:00 a.m.

On October 4, 2016, via email, I received Respondent's Motion for Continuance of the hearing scheduled for October 5, 2016, in order for its witness to attend a family funeral on October 5, 2016. Respondent represented that Complainant's counsel did not object to the Motion. By email dated October 4, 2016, I informed the Parties that the Motion was granted, and the hearing would be rescheduled.

By Cancellation/Reschedule Hearing Notice dated November 21, 2016, the Commission informed Complainant and Respondent that a Call-In Telephonic Hearing was rescheduled before me on Wednesday, December 7, 2016, at 10:00 a.m.

The hearing convened as rescheduled on December 7, 2016. Mr. McGee appeared and was represented by Attorney Greco. Mr. McGee testified, but he did not sponsor any exhibits. PPL was represented by Attorney Kimberly G. Krupka, who on behalf of Respondent called one witness, Ronald Hoffman, who sponsored the following: Exhibits 1A, 1C, 1D, 2A, 2C, 3A-1, 3A-2 Second Page, 3A-3 through 3A-7, 3A-8 Second Page, 3B-1, 3B-2 Second Page, 3B-3, 3B-4 Second Page, 3C-1, 3C-2 Second Page, 3C-3, 3C-4 Second Page, 3C-5, 3C-6, 3C-7 Second Page, 3D-1 through 3D-3, 3D-4 Second Page, 3D-5, 3D-6 Second Page, 3D-7 through 3D-9, 3D-10 Second Page, 6 through 10, and 13, all of which were admitted into the record.

The hearing generated a 121-page transcript. Complainant and Respondent filed their Memorandums of Law on January 30, 2017 and February 6, 2017, respectively. The record was closed by an interim order entered on February 7, 2017. This case is procedurally ready for ruling.

FINDINGS OF FACT

The Parties and The Service Addresses

1. Complainant is John McGee, and his mailing address is Post Office Box 23, Wilburton, Pennsylvania 17888. Tr. 11-12.
2. Respondent PPL Electric Utilities Corporation is a jurisdictional public utility providing electric service to Pennsylvania customers.
3. During all relevant times, Complainant was the record owner of the following rental properties to which Respondent provided electric service:

6 North 10th Street, 2nd Floor, Ashland, Pennsylvania;
8 North 10th Street, 3rd Floor, Ashland, Pennsylvania;
935 Centre Street, Apartment A, 1st Floor, Ashland, Pennsylvania;
1001 Centre Street, Ashland, Pennsylvania;
1100 Centre Street, Apartment First Floor Rear, Ashland, Pennsylvania; and
1100 Centre Street, Apartment 2, Ashland, Pennsylvania (collectively rental properties).

Tr. 31-32, 105-107; Exhibits 1A, 1C, A-1, 3B-1, 3C-1 and 3D-1.

4. On or about May 1, 2013, Mr. McGee entered into a sales agreement with Stanley A. Grebas for the purchase by Mr. Grebas of some of Mr. McGee's rental properties.

Tr. 12-13; Complainant's Memorandum of Law at 1.

1001 Centre Street, Ashland, Pennsylvania

5. On December 14, 2013, PPL's customer contact representative, Ronald Hoffman (Mr. Hoffman), conducted a foreign load investigation at 1001 Centre Street, Ashland, Pennsylvania (1001 Centre Street). Tr. 60; Exhibit 3D-1.

6. On December 14, 2013, Mr. Hoffman's investigation revealed that the light in a common use basement and two back rooms were connected to the meter serving tenant Heidi Martin's rental unit at 1001 Centre Street. *Id.*

7. Based upon information received from Ms. Martin, Mr. Hoffman believed Stanley A. Grebas was the owner of 1001 Centre Street. Tr. 61.

8. On or about December 14, 2013, PPL sent a letter to Mr. Grebas informing him that the wiring for the common use basement and two back rooms at 1001 Centre Street were connected to Ms. Martin's rental unit. Tr. 44; Exhibit 3D-2.

9. PPL's December 14, 2013 letter concerning 1001 Centre Street informed Mr. Grebas that upon finding a rental unit with a foreign load, the Public Utility Code requires a utility to place the service account for the rental unit in the name of the property owner and transfer any unpaid account balance to the property owner. *Id.*

10. PPL's December 14, 2013 letter also informed Mr. Grebas the service account for the rental unit would be placed in his name and to contact the company immediately if he was not the owner of 1001 Centre Street. Tr. 62; Exhibit 3C-2.

11. When the foreign load was found at 1001 Centre Street on December 14, 2013, Ms. Martin's account balance was \$1,357.09 of which \$848.40 had accrued at 1001 Centre Street. Tr. 66-67; Exhibit 3D-3 and 8.

12. On or about June 27, 2014, the new tenant at 1001 Centre Street, Gary Bollock, informed PPL that Mr. McGee was the owner of 1001 Centre Street. Exhibit 3D-5.

13. On June 27, 2014, PPL sent Mr. McGee a letter informing him that "the wiring for light in a common use basement and two back rooms is connected to the meter serving 1001 Centre St." Tr. 64; Exhibit 3D-3 and 3D-4.

14. PPL's June 27, 2014 letter informed Mr. McGee that upon finding a rental unit with a foreign load, the Public Utility Code requires a utility to place the service account for the rental unit in the name of property owner and transfer any unpaid account balance to the property owner. *Id.*

15. PPL's June 27, 2014 letter informed Mr. McGee that the unpaid balance of Ms. Martin's account in the amount of \$848.40 would be transferred to his name, and the account would remain in his name until he corrected the foreign wiring and notified PPL by completing and returning the form attached to the letter evidencing that the foreign wiring had been corrected. *Id.*

16. As of September 8, 2016, the account balance for the service to 1001 Centre Street was \$13,432.03. Tr. 69; Exhibit 10.

17. The record is silent as to whether Mr. Grebas ever contacted PPL relevant to any transfer of ownership in 1001 Centre Street.

6 North 10th Street, Ashland, Pennsylvania

18. On December 14, 2013, Mr. Hoffman also conducted a foreign load investigation at 6 North 10th Street, Ashland, Pennsylvania (6 North 10th Street). Tr. 43; Exhibit 3C-1.

19. On December 14, 2013, Mr. Hoffman's investigation revealed that the common use water heater and light in the common use basement for 6 North 10th Street were connected to a tenant's second floor apartment. *Id.*

20. Based upon information received from the tenant in the second floor apartment, Mr. Hoffman believed the owner of 6 North 10th Street was Stanley A. Grebas. *Id.*

21. On or about December 14, 2013, PPL sent a letter to Mr. Grebas informing him that the wiring for a common use water heater and light in the common use basement at 6 North 10th Street were connected to the second floor apartment. Tr. 44; Exhibit 3C-2.

22. PPL's December 14, 2013 letter concerning 6 North 10th Street informed Mr. Grebas that upon finding a rental unit with a foreign load, the Public Utility Code requires a utility to place the service account for the rental unit in the name of property owner and transfer any unpaid account balance to the property owner. *Id.*

23. PPL's December 14, 2013 letter also informed Mr. Grebas the service account for the rental unit would be placed in his name and to contact the company immediately if he was not the owner of 6 North 10th Street. Exhibit 3C-2.

24. The record is silent as to whether Mr. Grebas ever contacted PPL relevant to any transfer of ownership in 6 North 10th Street.

25. On October 25, 2014, Mr. Hoffman through courthouse records determined that Mr. McGee was the owner of record of 6 North 10th Street. Tr. 45; Exhibit 2A.

26. On January 3, 2015, PPL sent Mr. McGee a letter informing him that the company had received a request for a foreign wiring investigation at 6 North 10th Street for the second floor apartment, and as of December 19, 2014, the company had been unable to regain access to investigate the allegation of foreign wiring. Tr. 45-46; Exhibit 3C-3.

27. PPL's January 3, 2015 letter informed Mr. McGee that all current and future bills at 6 North 10th Street for the second floor apartment would be placed in his name, and the account would remain in his name until he corrected the foreign wiring and notified PPL by completing and returning the form attached to the letter evidencing that the foreign wiring had been corrected. *Id.*

28. On January 3, 2015, the account balance for 6 North 10th Street was \$1,033.80. Exhibit 1A.

29. As of the hearing date, PPL had been unable to regain access to 6 North 10th Street. Tr. 46.

30. As of September 8, 2016, the account balance for the service to the second floor apartment at 6 North 10th Street was \$3,695.92. Exhibit 1A.

8 North 10th Street Ashland, Pennsylvania

31. On or about January 3, 2015, PPL received a complaint from a tenant at 8 North 10th Street Ashland, Pennsylvania (8 North 10th Street) concerning a foreign load; Mr. Hoffman was unable to gain access to conduct a foreign load investigation. Tr. 56-57; Exhibit 2C.

32. On January 3, 2015, PPL sent Mr. McGee a letter informing him that the company was unable to gain access to 8 North 10th Street and placed the account for the third floor apartment at 8 North 10th Street in the name of Mr. McGee. Tr. 57-58; Exhibits 1C and 2C.

33. As of September 8, 2016, the account balance for the service to the third floor apartment at 8 North 10th Street was \$1,172.87. Tr. 59; Exhibit 1C.

1100 Centre Street, Ashland, Pennsylvania

34. On June 3, 2015, Mr. Hoffman conducted a foreign load investigation at 1100 Centre Street, Ashland, Pennsylvania (Centre Street), in response to Linda Ennis' complaint; Ms. Ennis was the tenant in Apartment 2 of Centre Street. Tr. 37; Exhibits 3B-1 and 3B-2.

35. On June 3, 2015, Mr. Hoffman's investigation revealed that the first and second floor hallway lights for Centre Street were connected to Ms. Ennis' meter. Tr. 38; Exhibits 3B-1 and 3B-2.

36. On June 3, 2015, Mr. Hoffman's investigation also revealed that a light on the third floor of Centre Street was connected to the meter for John Hubler; Mr. Hubler was the tenant in the First Floor Rear, Apartment 1. Tr. 70-73; Exhibit 3A-1.

37. On June 17, 2015, PPL sent Mr. McGee a letter informing him that the wiring for the 1st and 2nd floor hallways is connected to the meter serving [Ms. Ennis'] Apartment 2 at Centre Street. Tr. 38; Exhibits 3B-3 and 3B-4.

38. PPL's June 17, 2015 letter informed Mr. McGee that upon finding a rental unit with a foreign load, the Public Utility Code requires a utility to place the service account for the rental unit in the name of property owner and transfer any unpaid account balance to the property owner. *Id.*

39. On June 3, 2015, Ms. Ennis' account balance with PPL was \$4,726.68 of which \$1,757.44 had accrued at Centre Street. Tr. 39-40; Exhibit 13.

40. PPL's June 17, 2015 letter informed Mr. McGee that the unpaid balance of Ms. Ennis' account in the amount of \$1,757.44 would be transferred to his name, and the account would remain in his name until he corrected the foreign wiring and notified PPL by completing and returning the form attached to the letter evidencing that the foreign wiring had been corrected. Tr. 38; Exhibits 3B-3 and 3B-4 and 3C-F.

41. In a second letter dated June 17, 2015, PPL informed Mr. McGee that the wiring for the 3rd floor light was connected to the meter serving Mr. Hubler's 1st floor rear apartment at Centre Street. Tr. 70-73; Exhibit 3A-3 and 3A-4.

42. PPL's second, June 17, 2015 letter concerning Centre Street informed Mr. McGee that upon finding a rental unit with a foreign load, the Public Utility Code requires a utility to place the service account for the rental unit in the name of the property owner and transfer any unpaid account balance to the property owner. *Id.*

43. On June 3, 2015, Mr. Hubler's account balance with PPL was \$3,702.01. Tr. 74-75; Exhibits 6 and 7.

44. PPL's second, June 17, 2015 letter informed Mr. McGee that the unpaid balance of Mr. Hubler's account in the amount of \$3,702.01 would be transferred to his name, and the account would remain in his name until he corrected the foreign wiring and notified PPL by completing and returning the form attached to the letter evidencing that the foreign wiring had been corrected. Tr. 70-73; Exhibits 3A-3 and 3A-4, 3A-7 and 3A-8.

45. Both of PPL's June 17, 2015 letters to Mr. McGee informed him that the wiring condition in the respective rental units was known as a foreign load, and each letter included a copy of the Public Utility Code, Act 54 of 1993 relating to the duty of the owner of residential property that is not individually metered. Tr. 38, 72; Exhibits 3A and 3A-6.

Wiring Fixed Form

46. Each of the letters sent to Mr. McGee concerning the foreign loads at his properties contained a form titled PA ACT 54 OF 1993 PROPERTY OWNER'S NOTIFICATION FOREIGN LOAD/WIRING FIXED (Wiring Fixed Form). Tr. 65; Exhibit 3A-8.

47. Under the Wiring Fixed Form, the property owner's signature certifies that the foreign load at the rental unit had been corrected and the tenant's signature confirms that he or she agreed that the foreign wiring had been corrected. Exhibit 3A-8.

48. When a property owner returns to PPL a Wiring Fixed Form signed by both owner and tenant, the service for the rental unit is placed back in the name of the tenant. Tr. 95-96; Exhibit 3A-8

49. Alternatively, a property owner upon correcting a foreign load could request PPL to inspect the rental property to verify that the foreign wiring had been corrected. Tr. 86.

50. There is no evidence in the record that Mr. McGee returned to PPL a Wiring Fixed Form signed by him and the tenant for any of the rental properties.

51. Mr. McGee did not make any payments on the tenant accounts that PPL transferred to his name. Tr. 29

DISCUSSION

Complainant's and Respondent's Pleadings

Mr. McGee completed the Commission's standard Formal Complaint form by checking the box which states, "Incorrect charges are on my bill." For the box which states, "Other (explain)," McGee specifically alleged as follows:

PPL Electric Manager Ron Hoffman, repeatedly changed the billing name of the responsible party to me in error and violation of § 69.276¹. This manager repeatedly placed outstanding delinquent bills of these tenants **PRIOR** to moving into one of the *above listed billing addresses* into my name and allowed no recourse. (Italics added)

I repeatedly requested the termination of service at the addresses but each time a new tenant would move into a unit this manager blocked any transfer of the responsibility of the service into their name. This has continued with multiple offenses and violations by this manager with him placing outstanding delinquent bills of individuals lawfully evicted in a prior year, to a deceased rate payer evicted 4 months prior to his death. This repeated abuse of § 69.276 has continued to this day since it started February 1, **2014**.

Complaint ¶4.

Mr. McGee's Complaint does not contain any "*above listed billing addresses*." Instead, there are seven above- listed utility account numbers, six of which correspond to utility bills attached to the Complaint as follows:

¹ It is unclear what provision of the Commission's Regulations Complainant intends to reference, as Title 52 of the Public Utility Regulations, Chapter 69 does not contain a Section 69.276. 52 Pa.Code § 69.1 *et. seq.*

Account Number Ending In	Rate Payer and Service Address	Billing Date	Amount
40121	John McGee – 8 N. 10 th St., Apt. 3Fl, Ashland, PA	5/31/2016	\$854.54
40065	John McGee – 1001 Centre St., Ashland, PA	5/31/2016	\$12,348.49 ²
33117	John McGee – 1100 Centre St., Apt. 1Fl, Ashland, PA	8/4/2015	\$3,734.54
33140	John McGee – 1100 Centre St., Apt. 2, Ashland, PA	9/2/2015	\$2,004.41
72026	John McGee – 6 N. 10 th St., Apt. 2Fl, Ashland, PA	8/31/2015	\$2,452.08
40076	No Utility Bill Attached for this Account Number		
30100	Center State Prop – 935 Centre St., Apt. A 1 st Floor Ashland, PA	12/30/2014	\$6,487.71

Table 1

Complaint ¶1 and Attachments.

PPL’s Answer to the Complaint generally denies there are incorrect charges on Mr. McGee’s bills. PPL specifically avers that foreign loads were found in Ashland, Pennsylvania at 1001 Centre Street³, 6 North 10th Street and 1100 Centre Street.⁴ Therefore, the service accounts for these locations were properly placed in Mr. McGee’s name as the property owner. Answer ¶4.

² As of September 8, 2016, the account balance for 1001 Centre Street was \$13,432.03. Tr. 69; Exhibit 10.

³ There is no reference to the service address at 8 North 10th Street in either the Complaint or Answer.

⁴ A foreign load exists when the utility service to other parts of a building is connected to a residential rental unit’s meter, thereby providing service to parts of a building outside of the rental unit, such as a common area.

Legal Standards

Burden of Proof

As the party seeking the assistance or a remedy from the Commission, Mr. McGee has the burden of proving that PPL has in some manner violated the provisions of the Public Utility Code (Code), the Commission's regulations or an order in the course of billing him for the tenants' gas usage at the service address. 66 Pa.C.S.A. § 332(a). To establish a sufficient case and satisfy the burden of proof, a complainant must show that the respondent public utility is responsible or accountable for the problem described in the complaint. *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300, 302 (October 6, 1976); *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196, 199 (February 8, 1990). This must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 134 Pa.Cmwlth. 218, 578 A.2d 600 (1990), *alloc. den.*, 602 A.2d 863 (1992). That is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Comm'n., Pa. Pub. Util. Comm'n*, 67 Pa.Cmwlth. 597, 447 A.2d 1100 (1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 154 Pa.Cmwlth. 21, 623 A.2d 6 (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 and Western Rwy. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 194 Pa. Super. 278, 166 A.2d 96 (1960); *Murphy v. Commonwealth, Dep't. of Public Welfare, White Haven Center*, 85 Pa.Cmwlth. 23, 480 A.2d 382 (1984).

Foreign Loads

The statutory provisions addressing an owners' duty concerning foreign load connected to a rental unit are set forth in Section 1529.1 of the Code, 66 Pa.C.S. § 1529.1, and state as follows:

§ 1529.1. Duty of owners of rental property.

(a) Notice to public utility.—It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes.

(b) History of account.—Upon receipt of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.

(c) Failure to give notice.—Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

“This statutory provision provides that the owner of a rental property is responsible for the payment of all utility services provided to the property when the usage of several tenants is recorded on one meter, regardless of whether or not the owner has notified the utility providing the service.” *George Kopf, Jr. v. PECO Energy Company*, PUC Docket No. C-2012-2332992 (Opinion and Order entered June 13, 2013).

Mr. McGee claims PPL improperly transferred tenant accounts to his name, and he is seeking relief from the Commission, specifically, that he is not responsible for these accounts. Therefore, the evidence must be reviewed to determine whether Mr. McGee has met his burden of proof.

Analysis

Mr. McGee's Lack of Substantial Evidence and Inconsistent Testimony

Mr. McGee seeks a ruling from the Commission that he is not responsible for the outstanding bills at several rental properties because some of the properties were under contract for sale to Stanley A. Grebas, who agreed to take over ownership of the properties. Tr. 13; Complainant's Memorandum of Law at 1. The sales agreement contract was entered into by Mr. McGee and Mr. Grebas on May 1, 2013. Tr. 12. According to Mr. McGee, he did not collect any rents from tenants between 2013 and 2014. Tr. 16. Mr. McGee argues he should not be responsible for the tenants' bills because he was not their landlord. Tr. 108. However, he admits that he was the owner of record for the rental properties in dispute. Tr. 31-32, 105-107.

Initially, I must note that Mr. McGee in his testimony did not identify which properties were subject to the sales agreement with Mr. Grebas. In his Memorandum of Law (MOL) Mr. McGee argues, "The record did show that Plaintiff was the "owner of record" of the properties but some of the properties were subject to an Installment Sales Agreement, whereby the Purchaser assumed any and all liability with respect to utility services." Complainant's ML at 1. In his MOL, Mr. McGee did not identify which of his properties were subject to a sales agreement. However, whether any or all of the rental properties were subject to a sales agreement is irrelevant to the outcome of this case. As explained below, the Public Utility Code holds the owner of the property responsible for the service account when foreign wiring is found at a rental unit.

Also, I must note Mr. McGee's Complaint alleges that the service account for 935 Centre St., Apartment A 1st Floor, Ashland, PA (935 Centre Street) is being billed in his

name. See Attachments to Complaint. He also testified that 935 Centre Street is part of his Complaint. Tr. 106. However, the bill attached to the Complaint for 935 Centre Street lists the rate payer as Center State Prop. Mr. McGee did not explain this discrepancy, nor did he present any evidence to establish that PPL is billing him for service to 935 Centre Street. Therefore, Mr. McGee's claim that PPL is improperly billing him for 935 Centre Street must be summarily dismissed and is not discussed further in this decision.

There are also other discrepancies and conflicts in Mr. McGee's testimony. Mr. McGee initially testified he received notice of foreign loads at the rental properties and that he immediately took corrective action. Tr. 19-20. On direct examination, he testified as follows:

Q. Okay. Did you take corrective action with respect to that property [1100 Centre St. Apt.2]?

A. Correct. I did.

Q. And was that corrective action taken before or after she [Ms. Ennis] was evicted?

A. That was after she was evicted. I found out approximately seven months after she had been evicted that there was a problem, I took care of it immediately, notified PPL using the same form, PA Act 55 of 1993 Property Owner Notification form.

Tr. 23.

Q. So to your knowledge, have you rectified all the alleged foreign loads as PPL is claiming?

A. Yes I have.

Tr. 27.

He also testified that PPL sent him forms to note the corrective action, and as a matter of course, he sent the forms to PPL. Tr. 20. Mr. McGee specifically testified that Tenant John Hubler was evicted on March 25, 2015. According to Mr. McGee on June 6, 2015, he notified PPL that Mr. Hubler had been evicted and he sent in a Wiring Fixed Form to PPL concerning Tenant Mr. Hubler's first floor rental unit at 1100 Centre Street. Tr. 21. Also,

Mr. McGee claimed tenant Robert Martin had been evicted and on July 1, 2014, he corrected the foreign load for Mr. Martin's rental unit, but his testimony did not associate a service address with Mr. Martin. Tr. 21. Concerning another tenant, Mr. McGee testified that Steve Bakum signed the Wiring Fixed Form and it was returned to PPL on February 1, 2014, but Mr. McGee claims he is still getting bills for Mr. Bakum's rental unit. Tr. 22. Again, Mr. McGee did not identify a service address for Mr. Bakum, as PPL noted in its Memorandum of Law at 3.

However, when specifically questioned about the existence of foreign loads at the rental properties, Mr. McGee testified as follows:

Q. Is it your position that since your ownership of the property, there is not foreign load at any of the properties? Is that what your position is?

A. I had no knowledge of any foreign load, Your Honor.

Q. No, that's not my question. Is it your position that there was no foreign load at the properties?

A. Yes, my position was that there was not.

Tr. 109.

Additionally, Mr. McGee testified that PPL had failed to provide him with itemized bills for the properties. Tr. 17. However, he attached copies of bills for the properties to his Complaint and testified that a collection agency provided him with the itemized bills. *Id.* He claimed he was not the landlord for the rental properties, but testified that he evicted tenants. Tr. 19. Mr. McGee's conflicting testimony challenges his credibility. Here, I am compelled to conclude that much of his testimony in relevant part lacked credibility.

Furthermore, Mr. McGee testified, "I still continue to get bills every month for all the properties and account numbers in question." Tr. 27. Yet he did not offer any bills into evidence to establish the amount of the alleged incorrect charges. "Without getting into each specific bill," Mr. McGee broadly testified that the bills were outrageous. Tr. 28. He estimated

the bills were in excess of \$20,000.00. Considering Mr. McGee’s testimony as a whole, at best his testimony was vague and inconsistent.

PPL’s Evidence

Next, I will examine PPL’s evidence. Mr. Hoffman testified that he conducted investigations at the rental properties owned by Mr. McGee and upon discovering foreign loads, PPL transferred account balances to Mr. McGee indicated in Table 2 below:

Service Addresses in Ashland, PA	Date Foreign Load Determined	Date Owner Notified	Amount Transferred to Owner	Date and Amount of Account Balance	Date and Amount of Last Billing
1001 Centre St.	12/14/2013	6/27/2014	\$848.40	9/8/2016 \$13,432.03	
6 North 10 th St. Apt. 2 nd Floor	12/14/2013	1/23/2015	\$1,033.80	9/8/2016 \$3,695.92	
8 North 10 th St. Apt. 3 rd Floor	1/3/2015	1/3/2015	\$84.63	12/7/2016 \$1,172.87	
1100 Centre St. Apt. 2	6/3/2015	6/17/2015	\$1,757.44		9/1/2015 \$2,080.81
1100 Centre St. Apt. 1 st Floor	6/3/2015	6/17/2015	\$3,702.01		8/28/2015 \$3,829.61

Table 2

PPL submits that upon finding foreign wiring at Mr. McGee’s properties the company was required to place the service account in his name, notwithstanding Mr. McGee’s claim that he was not the landlord. Tr. 89. Mr. Hoffman explained that although notice of the foreign loads at 1001 Centre Street and 6 North 10th Street, Apartment 2nd Floor were initially sent to Mr. Grebas, Mr. McGee, by statute, remained responsible as the owner. *Id.* Mr. Hoffman further explained when a tenant complains of a foreign load and PPL cannot gain access to the utility’s facility a non-access letter is sent to the property owner. Afterwards the service account is placed in the name of the owner. Tr. 56-57. This was done with respect to the property at 8 North 10th Street. *Id.* Mr. McGee confirmed that he did not grant PPL access to his properties, and some areas of his properties were locked thereby preventing access. Tr. 18. PPL concludes

that the subject rental properties will remain in Mr. McGee's name until the foreign loads are remedied.

Ruling

I note that Mr. McGee did not offer any documentary evidence to establish that the foreign loads have been corrected, and he admits he is the owner of the rental units. Importantly, the statute is very clear. All of the tenant's account balance, including arrearages, must be transferred to the property owner until the foreign load is corrected.

In interpreting this provision [Section 1529.1], the Commission has determined that well-established precedent "holds the property owner financially responsible for a tenant's entire account, once foreign load is verified on the tenant's service." *Ace Check Cashing, Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Order entered May 21, 2010) at 6; *see also, Santos v. Metropolitan Edison Co.*, Docket No. C-00967757 (Order entered August 7, 1997). The Commission's foreign load policy was explained in detail in *Ace Check Cashing, supra*. Upon finding foreign load, the utility must list the account, including any arrearages, in the landlord's name. The landlord is responsible for paying the utility bills until the foreign load is corrected. After the foreign load is corrected by the landlord and verified by the utility, the utility is to place the account back into the tenant's name. *Id.* at 7. However, the landlord remains responsible for any arrearages on the tenant's account. *Id.* at 7-8. This rule applies even if the amount of usage attributable to foreign load is considered *de minimus*. The Commission does not have jurisdiction over disputes concerning the financial responsibilities of private parties, such as the landlord and tenant, and such matters are to be resolved in the Courts of Common Pleas. *Id.* at 8.

See *Kopf* cited above at 9.

Considering the above findings, applicable statutory provisions and analysis, I am compelled to conclude that Mr. McGee failed to establish that there are incorrect charges on his bill and that PPL improperly transferred tenant accounts to his name. Therefore, Mr. McGee failed to carry his burden of proving that PPL in some manner violated the provisions of the Public Utility Code, the Commission's regulations or an order in the course of billing him for the

