

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

William Roll	:	
	:	
v.	:	C-2018-3001668
	:	
Pennsylvania Electric Company	:	

INITIAL DECISION

Before
Dennis J. Buckley
Administrative Law Judge

INTRODUCTION

This Initial Decision sustains the formal Complaint of William Roll (Complainant) against Pennsylvania Electric Company (Company or Penelec). In his Complaint, Mr. Roll alleged that Penelec had failed to honor a 2007 verbal agreement establishing a Continuance of Service Contract (CSC) at a rental property owned by Complainant. In the event that a tenant moved out of Complainant’s rental property, service would be continued in his name without a break pursuant to the CSC. Complainant alleged that as a consequence of Penelec’s failure to honor the CSC, power was shut off to his property without notice in mid-winter, 2018, and consequently, damage to the property was sustained. Complainant requested compensation for those damages, but the Commission does not have the authority to award damages. Penelec, however, failed to provide adequate service in this instance in violation of the Pennsylvania Public Utility Code (Code) at 66 Pa. C.S. § 1501.

HISTORY OF THE PROCEEDING

On May 4, 2018, the Complainant, William Roll, filed a formal Complaint with the Pennsylvania Public Utility Commission (Commission) against the Pennsylvania Electric Company, at Docket No. C-2018-3001668, alleging inadequate service by Penelec due to the utility's failure to honor a CSC previously established with Complainant. The inadequate service centered on a claim for property damage, and Complainant asked that his property be "restored."

On May 23, 2018, Penelec filed an Answer and New Matter to the Complaint. In its Answer, Penelec admitted that a customer at the service address had contacted Penelec in January 2018 to discontinue service and that Penelec had discontinued service, but denied that a CSC existed and denied that it had failed to provide safe, adequate and reliable service to Complainant. In its New Matter, Penelec contended that it had provided safe, adequate and reliable service to Complainant in conformity with 66 Pa. C.S. § 1501 but had subsequently denied Complainant's demand for damages when power was disconnected, and damage occurred due to freezing and burst pipes. Penelec asked that the Complaint be sent to mediation. Also, on May 23, 2018, Penelec filed Preliminary Objections asking that the Commission strike Complainant's request for damages and dismiss the Complaint with prejudice.

On July 19, 2018, Deputy Chief Administrative Law Judge Joel H. Cheskis issued an Interim Order granting Penelec's Preliminary Objections striking the Complainant's claim for monetary damages and referring the remaining issues for mediation.

On July 25, 2018, an Interim Order was issued by Chief Administrative Law Judge Charles E. Rainey, Jr., referring the case to the Commission's Mediation Unit. Ultimately, mediation did not lead to a resolution of the Complaint.

On September 14, 2018, a hearing notice was issued setting October 9, 2018 as the date for a telephonic hearing in this case.

On October 9, 2018, the hearing convened, as scheduled. Teresa Harrold, Esquire, appeared on behalf of Penelec. Complainant appeared and testified on his own behalf. Penelec provided the testimony of two witnesses: Gina Dietrich, an Advanced Business Analyst employed by the Pennsylvania Compliance Division of FirstEnergy, and Carol Caltagirone, a Supervisor in the FirstEnergy Customer Service Center. Penelec provided five exhibits that were received into evidence: Penelec Exhibit 1, a Customer Contact History for the period October 2, 2017 to August 30, 2018; Penelec Exhibit 2, an extensively redacted Customer Contact History from September 15, 2017 to February 17, 2018; Penelec Exhibit 3, a Statement of Account in the name of JoAnne Roll from February 8, 2018 to September 23, 2018; Penelec Exhibit 4, a Service History Chart for 1007 North Second Street, Altoona, Pennsylvania; and Penelec Exhibit 5, a BCS document relative to BCS Case No. 3501277.

The hearing concluded, and a transcript was generated. The record closed on November 1, 2018, with the filing of the hearing transcript. This Initial Decision sustains Mr. Roll's Complaint against Penelec, finds that Penelec did not provide adequate service in that it failed to comply with a verbal CSC agreement that it made with Complainant, and imposes a civil penalty of \$1,000 on Penelec.

FINDINGS OF FACT

1. The Complainant in this proceeding is William Roll.
2. The Respondent in this proceeding is Pennsylvania Electric Company.
3. The service address referenced in the Complaint is 1007 North Second Street, Altoona, Pennsylvania, but Complainant resides in Huntingdon, Pennsylvania. Tr. at 7-8; Complaint at 1.
4. The property at 1007 North Second Street, Altoona, Pennsylvania, is a five-room house which is a rental property owned by Complainant. Tr. at 8.

5. In December, 2017, a student renting the house from Complainant terminated her lease and subsequently moved out after having provided Complainant with notice. Tr. at 9.

6. On January 12, 2018, the tenant moved out of the house, and Penelec shut off electric service to the house. Tr. at 19; Penelec Exhibit 2.

7. Complainant was not advised that the electric service had been terminated and only discovered this when his son found the power off in the house in January, 2018, and that water pipes had burst in the unheated house. Tr. at 9-12.

8. From July 18, 2007 to present, service at the house has been in the names of various tenants over time, and also in the name of Complainant's wife. Tr. at 16, 21-22.

9. A Continuation of Service Contract, or CSC, ensures that if service is ended by a tenant at a rental property, then responsibility for the electric service is transferred back to the property owner. Tr. at 18.

10. Penelec has no written record of a request from Complainant or his wife for a CSC prior to February 21, 2018. Tr. at 18.

11. Electric service at the house was established in the name of Complainant's wife from July 18, 2007 to September 9, 2014. Tr. at 22.

12. From September 8, 2014 until June 13, 2016, electric service at the house was in the name of a tenant, and service was taken out of that tenant's name on June 27, 2016. Tr. at 22.

13. Service at the house was placed in the name of a new tenant on August 17, 2016 and ended on April 17, 2017. Tr. at 22.

14. Service at the house was placed in the name of a new tenant on April 18, 2017 and ended on September 13, 2017. Tr. at 22.

15. Service at the house was placed in the name of a new tenant on September 19, 2017 and ended on January 12, 2018. Tr. at 22.

16. On February 9, 2018, service at the house was placed in JoAnne Roll's name. Tr. at 22.

17. Complainant never received any termination of service notices. Tr. at 27.

18. Complainant did not receive a written CSC in 2007. Tr. at 27.

19. Complainant did receive a written CSC in February, 2018. Tr. at 27.

20. A customer can establish a CSC with Penelec by phone call. Tr. at 32-33.

21. When a customer establishes a CSC by phone, no confirming paperwork is sent to the customer, nor is the CSC reflected on the customer's bill; it is only coded as a CSC. Tr. at 33.

DISCUSSION

As the proponent of a Commission order, Complainant has the burden of proof in this case. 66 Pa.C.S.A. § 332(a). To establish a sufficient case and satisfy the burden of proof, Complainant must show that Penelec is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990), *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Public Utility Comm'n*, 134 Pa.Cmwlth. 218, 221-222, 578 A.2d 600, 602 (1990), *app. denied*, 529 Pa. 654, 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).

Complainant must initially produce sufficient credible evidence to establish a *prima facie* case in order that it not lose summarily. *Morrissey v. Dep't of Highways*, 424 Pa. 87, 225 A.2d 895 (1967). If it does so, the burden of going forward with evidence shifts to Penelec to produce credible evidence of at least co-equal weight. This burden of going forward with evidence may shift back and forth between the parties, but the ultimate burden of persuasion remains with Complainant. *Milkie v. Pa. Public Utility Comm'n*, 768 A.2d 1217 (Pa.Cmwlth. 2001). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Public Utility Comm'n*, 67 Pa.Cmwlth. 597, 447 A.2d 1100 (1982), *Edan Transportation Corp. v. Pa. Public Utility Comm'n*, 154 Pa.Cmwlth. 21, 623 A.2d 6 (1993), 2 Pa.C.S. § 704. Substantial evidence has been defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. *Bethenergy Mines, Inc. v. Workmen's Compensation Appeal Bd. (Skirpan)*, 531 Pa. 287, 612 A.2d 434 (1992). 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 Ry. v. Pa. Public Utility 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. Dep't of Public Welfare*, 85 Pa.Cmwlth. 23, 480 A.2d 382 (1984).

In this case, Complainant established a *prima facie* case through his credible testimony that in July, 2007 (the time when electric service was established for the rental property at 1007 North Second Street, Altoona, Pennsylvania), he made a verbal agreement with Penelec for a CSC, but Penelec later shut off electric service to that address in January, 2018, without notice to him, resulting in damage to the property. That action by Penelec constitutes a violation of the Public Utility Code at 66 Pa. C.S. § 1501, which states, in pertinent part:

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

unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service. . . .

66 Pa. C.S. § 1501.

The statute at 66 Pa. C.S. § 1501 applies to any allegations of unreasonable or inadequate service. Pursuant to 66 Pa. C.S. § 1501, the Commission has original jurisdiction over the reasonableness and adequacy of public utility service. *Elkin v. Bell Telephone Co.*, 372 A.2d 1203 (Pa. Super. 1977), *aff'd*, 420 A.2d 371 (Pa. 1977); *Behrend v. Bell Telephone Co.*, 243 A.2d 346 (Pa. 1968). As a general proposition, neither the Code nor the Commission's regulations require public utilities to provide constantly flawless service. The Public Utility Code at 66 Pa. C.S. § 1501 does not require perfect service or the best possible service but does require public utilities to provide reasonable and adequate service. *Analytical Laboratory Services, Inc. v. Metropolitan Edison Co.*, Docket No. C-2006608 (Order entered December 21, 2007); *Emerald Art Glass v. Duquesne Light Co.*, Docket No. C-00015494 (Order entered June 14, 2002); *Re: Metropolitan Edison Co.*, 80 Pa. PUC 662 (1993).

As will be explained below, Penelec did not refute Complainant's *prima facie* case, and the Complaint is sustained.

Complainant's Case

Mr. Roll testified credibly that at the time he established electric service at 1007 North Second Street, Altoona, Pennsylvania, in 2007, he verbally arranged for a CSC with Penelec.¹ That a CSC can be established by telephone was verified by the testimony of Penelec's own witness. Finding of Fact No. 20; Tr. 32-33. Penelec provided no confirming paperwork in this respect, but a code was supposed to have been placed on the account. Tr. at 33. There is no dispute that after one of Complainant's tenants moved out of the property in

¹ Indeed, Complainant testified that he had obtained CSCs for *two* properties: 1007 North Second Street, Altoona, Pennsylvania and another nearby. Tr. at 11.

January, 2018, Penelec cut off electric service to the house without notice to the Complainant. The water pipes froze because the electric pilot light to the gas furnace went out, and when the frozen pipes burst, the house was damaged. Tr. 9-11. Deputy Chief Administrative Law Judge Joel H. Cheskis had previously issued an Interim Order granting Penelec's Preliminary Objections striking the Complainant's claim for monetary damages

Penelec's Case

Penelec's witnesses testified that from 2007 to 2018, there was a virtually continuous succession of occupants of the residence, each of whom had electric service established in his or her name. Electric service at the house was first established in the name of Complainant's wife, JoAnne Roll, from July 18, 2007 to September 9, 2014. Tr. at 22. From September 8, 2014 until June 13, 2016, electric service at the house was in the name of a tenant, and service was taken out of that tenant's name on June 27, 2016. Tr. at 22. Service at the house was placed in the name of a new tenant on August 17, 2016 and ended on April 17, 2017. Tr. at 22. Service at the house was placed in the name of a new tenant on April 18, 2017 and ended on September 13, 2017. Tr. at 22. Service at the house was placed in the name of a new tenant on September 19, 2017 and ended on January 12, 2018. On February 9, 2018, service at the house was placed in JoAnne Roll's name. Tr. at 22.

From the foregoing it is clear that there were some periods when the account was not in anyone's name: from June 27, 2016 to August 17, 2016, from September 13, 2017 to September 19, 2017, and from January 12, 2018 to February 9, 2018. But this does not prove that a CSC had not been agreed to, and it is easy to understand how the first two disconnections in warm weather did not come to Complainant's attention. Penelec's witnesses stated that service was disconnected during these periods based on a review of records in preparation for their testimony. But such records provide no insight into whether a CSC existed. Penelec Exhibit 1, a Customer Contact History for the period October 2, 2017 to August 30, 2018, does not address the period in 2007 which is when the Complainant asserts that the original CSC was entered into. Penelec Exhibit 2, a Customer Contact History from September 15, 2017 to February 17, 2018, is so heavily redacted as to be of no evidentiary value whatsoever. Penelec

Exhibit 3, a Statement of Account in the name of JoAnne Roll from February 8, 2018 to September 23, 2018 is of no evidentiary value in resolving the issue because (again) it does not address the underlying issue of whether a CSC was entered into in 2007. Penelec Exhibit 4, a Service History Chart for 1007 North Second Street, Altoona, Pennsylvania, is not an original record from 2007 but is merely a synopsis of the testimony of one of Penelec's witnesses. Penelec Exhibit 5, a BCS document relative to BCS Case No. 3501277 is conclusory, not evidentiary, and is not binding on a Presiding Officer nor on the Commission.²

Conclusion

The process followed by Penelec with respect to CSCs does not resolve the factual issue of whether the Complainant had a CSC in place prior to January, 2018. What *is* clear is that the Complainant detrimentally relied on the representation of Penelec in 2007 that a CSC was in effect, and he logically assumed that disconnections were not taking place.

Penelec's case rests entirely on the testimony of two witnesses who had no direct contact with the Complainant in 2007 but who based their testimony on select records. Because Penelec's witnesses found no indication of a CSC in those records does not mean that one did not exist. As has been stated above, a CSC can be established by telephone. Tr. at 32-33. This was verified by the testimony of Penelec's own witness. Paradoxically, Complainant *did not* receive a written confirmation of a CSC in 2007, but he *did* receive a written confirmation of a CSC in February, 2018. Tr. at 27. However, Penelec's witness testified that when a customer establishes a CSC by phone, no confirming paperwork is sent to the customer, nor is the CSC reflected on the customer's bill; it is only coded as a CSC by Penelec. Tr. at 33. These procedural inconsistencies invite error and undercut the testimony of Penelec's witnesses, neither

² Informal BCS decisions are "determinations" whereas the result of a Formal Complaint is termed a "decision." In addition, informal BCS determinations are governed primarily by Sections 3.111 to 3.113, 52 Pa. Code §§ 3.111 *et seq.*, whereas Formal Complaints are governed by Chapter 5, 52 Pa. Code, 5.1 *et seq.* More importantly, informal BCS determinations expressly notify the Complainant of a right to appeal by filing a Formal Complaint. If filed, the Commission provides a hearing *de novo*. The BCS functions as an informal arbiter of disputes between a utility provider and customers. 66 Pa.C.S.A. § 308(d). This function usually produces cost-effective results without additional use of agency resources and time. However, the Commission has never agreed to be formally bound by these informal determinations. See *Derek Suggs & Beverly Marell v. The Bell Telephone Company of Pennsylvania*, Docket No. F-00162258 (Order entered July 15, 1993).

of whom spoke with the Complainant in the time period when the original CSC would have been agreed to. Complainant's testimony in this respect was forthright and credible. I believe that Complainant requested a CSC in 2007, but the "coding" described by Penelec's witnesses never took place.

I find the testimony of the Complainant more credible than that of Penelec's witnesses not only because of his forthright presentation, but because neither of Penelec's witnesses testified from personal experience or by reference to any record of evidentiary value. I believe Complainant's testimony that he entered into a CSC with Penelec in 2007. That this could not be verified through records is no surprise given the CSC procedure described by Penelec's witnesses. Mr. Roll's Complaint is sustained.

Civil Penalty

A civil penalty is warranted in this case. The imposition and quantification of a civil penalty is based on the Commission's regulation at 52 Pa. Code § 69.1201, *Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations—statement of policy*. That regulation states that the Commission will consider specific factors and standards in evaluating litigated cases involving violations of the Public Utility Code and the regulations of the Commission. The ten factors that the Commission will consider in determining if a fine for violating a Commission order, regulation or statute is appropriate are the following:

- (1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.
- (2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.

(3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.

(4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.

(5) The number of customers affected and the duration of the violation.

(6) The compliance history of the regulated entity which committed the violation. An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.

(7) Whether the regulated entity cooperated with the Commission's investigation. Facts establishing bad faith, active concealment of violations, or attempts to interfere with Commission investigations may result in a higher penalty.

(8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount.

(9) Past Commission decisions in similar situations.

(10) Other relevant factors.

52 Pa. Code § 69.1201(c).

In this case, the conduct at issue was not of a serious nature, such as willful fraud or misrepresentation which may warrant a higher penalty. Less egregious conduct, such as administrative filing, or technical errors, may warrant a lower penalty. 52 Pa. Code § 69.1201(c)(1). The consequences were, however, of a serious nature in the form of property damage, so a higher penalty may be warranted. 52 Pa. Code § 69.1201(c)(2). I note, however, that no evidence was presented with respect to the specific scope of the damages. While the conduct may not have been intentional, it was negligent in that the CSC was not properly

reflected in Penelec's records. 52 Pa. Code § 69.1201(c)(3). Penelec has not made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future, but it would be well advised to do so. 52 Pa. Code § 69.1201(c)(4). One customer, the Complainant as a rental property owner, was affected by the violation. 52 Pa. Code § 69.1201(c)(5). This appears to have been an isolated incident. 52 Pa. Code § 69.1201(c)(6). An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty. There is no evidence that Penelec acted in bad faith. 52 Pa. Code § 69.1201(c)(7). The amount of the civil penalty is less a deterrent than it is an incentive to review procedure. 52 Pa. Code § 69.1201(c)(8). There is no progression of similar cases that would suggest a different result. 52 Pa. Code § 69.1201(c)(9). The problem would seem to be susceptible to simple corrective action going forward that will serve the interests of landlords and the utility. 52 Pa. Code § 69.1201(c)(10).

Consistent with the foregoing analysis, the imposition of a civil penalty of \$1,000 for this one-time occurrence is appropriate as an incentive to corrective action.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of and the parties to this proceeding. 66 Pa.C.S. § 701.
2. Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).
3. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 54, 70 A.2d 854 (1950).

4. As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976).

5. The burden of proof must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 134 Pa.Cmwlth. 218, 221-222, 578 A.2d 600, 602 (1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992).

6. A preponderance of evidence is that which is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

7. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa.Cmwlth. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

8. 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 Ry. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa.Super. 1960); *Murphy v. Dep't. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth. 1984).

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

the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service. 66 Pa. C.S. § 1501.

10. The imposition and quantification of a civil penalty is based on the Commission's regulation at 52 Pa. Code § 69.1201, *Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations—statement of policy*.

11. The Commission has original jurisdiction over the reasonableness and adequacy of public utility service. *Elkin v. Bell Telephone Co.*, 372 A.2d 1203 (Pa. Super. 1977), *aff'd* 420 A.2d 371 (Pa. 1977); *Behrend v. Bell Telephone Co.*, 243 A.2d 346 (Pa. 1968). As a general proposition, neither the Public Utility Code nor the Commission's regulations require public utilities to provide constantly flawless service. The Public Utility Code at 66 Pa. C.S. §1501 does not require perfect service or the best possible service but does require public utilities to provide reasonable and adequate service. *Analytical Laboratory Services, Inc. v. Metropolitan Edison Co.*, Docket No. C-2006608 (Order entered December 21, 2007); *Emerald Art Glass v. Duquesne Light Co.*, Docket No. C-00015494 (Order entered June 14, 2002); *Re: Metropolitan Edison Co.*, 80 Pa. PUC 662 (1993). 66 Pa. C.S. § 1501.

12. Complainant has met the burden of proof in this case.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint filed by William Roll at Docket No. C-2018-3001668 is sustained.

2. That Pennsylvania Electric Company shall pay a civil penalty of \$1,000 by sending a certified check or money order payable to the Commonwealth of Pennsylvania, within 30 days from the entry of the Final Commission Order to:

Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

3. That Pennsylvania Electric Company shall cease and desist from any further violations of the Public Utility Code.

4. That upon payment of the civil penalty of \$1,000, that the Secretary of the Commission mark this matter closed.

Date: April 2, 2019

/s/
Dennis J. Buckley
Administrative Law Judge