

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held October 27, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman
Stephen M. DeFrank, Vice Chairman
Ralph V. Yanora
Kathryn L. Zerfuss, Statement
John F. Coleman, Jr.

Patricia J. Vaughn

F-2021-3029570

v.

PPL Electric Utilities Corporation

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by PPL Electric Utilities Corporation (PPL, Company, or Respondent) on June 29, 2022, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Gail M. Chiodo, issued June 9, 2022, in the above-captioned proceeding. The Initial Decision sustained the Formal Complaint (Complaint) of Patricia J. Vaughn (Complainant or Ms. Vaughn) an owner and landlord of a multi-unit residential apartment building who disputes the transfer of a tenant's account to her account following the Company's virtual foreign load investigation. Ms. Vaughn filed Replies to Exceptions on July 8, 2022. For the reasons stated below, we shall deny the Exceptions and adopt the ALJ's Initial Decision, consistent with this Opinion and Order.

History of Proceeding

On October 25, 2021, Ms. Vaughn filed a Complaint against PPL averring that there are incorrect charges on her bill.¹ Specifically, Ms. Vaughn alleged that “PPL claimed to have found foreign wiring in a rental unit and transferred the bill for that unit to the Complainant, including a large past due balance.” Complaint at 2. Ms. Vaughn, who owns the property at issue, contended that there was no foreign wiring at the premises. *Id.*

Ms. Vaughn attached to her Complaint a letter to her from PPL dated July 30, 2021, which advised her: (1) that on May 17, 2021, PPL investigated the wiring in her building concerning Apartment 1; (2) that PPL’s investigation found that wiring for a receptacle on the rear porch of Apartment 2 and three common-use hall lights are connected to the meter serving Apartment 1; and (3) that pursuant to Act 54,² PPL will transfer the tenant’s unpaid balance of \$4,555.32 to Ms. Vaughn’s newly created account for which she was now responsible as well as monthly bills that were generated each month on the tenant’s account, until the foreign wiring was fixed. For relief, Ms. Vaughn requested the removal of the tenant’s charges from her account. Complaint at 3.

On December 7, 2021, PPL filed an Answer denying the material allegations of the Complaint. PPL contended that upon its discovery of a foreign load at the rental unit at issue, PPL was obliged to remove the electric bill of the unit, inclusive of the tenant’s balance, and place the same into the name of the landlord, Ms. Vaughn.

¹ The Complaint is a timely appeal from a determination by the Commission’s Bureau of Consumer Services (BCS) at BCS Docket No. 3799048.

² Act 54 was added to the Public Utility Code (Code) by the enactment of Public Law 379, No. 54, on July 2, 1993, with an effective date of September 1, 1993, and was codified at 66 Pa. C.S. § 1529.1.

Thus, PPL contended that the transfer of charges was proper, and requests that the Complaint be denied. Answer at 1-2.

On February 2, 2022, the Initial Hearing convened as scheduled at which counsel for the Complainant appeared who presented the testimony of Charles G. Franklin, an electrician and electrical contractor, and sponsored two exhibits. Both proposed exhibits were “fix forms” indicating that two electricians found no foreign wiring; one form was completed by Mr. Franklin and one form was completed by another electrician and contractor, Jeremy Long. Complainant Exhibit 1, which form was completed by Mr. Franklin, was admitted into the record. Complainant Exhibit 2, which form was completed by Mr. Long, was denied admission into the record as hearsay. Tr. at 12-13.

PPL appeared and was represented by counsel who presented the testimony of five witnesses and sponsored four exhibits, which were admitted into the record. The Company’s witnesses were: Byron Barrows, customer contact representative; Anthony Harris, senior contact representative; Patrick Anderson, senior electrical engineer; Dennis Worthington, supervisor of regulatory compliance; and Donna Brower, customer service representative. The hearing produced a transcript of 105 pages and the record was closed on February 28, 2022.

In the Initial Decision issued on June 9, 2022, the ALJ found that the property owner met her burden of proof by demonstrating by a preponderance of the evidence that the Company violated 66 Pa. C.S. §§ 1529.1(b) and 1501 and 52 Pa. Code § 57.12(a) regarding the transfer of the tenant’s account to Ms. Vaughn, and did not provide adequate and reasonable service. Additionally, the ALJ directed that PPL remove the disputed tenant’s charges on the Complainant’s account and imposed a \$500 civil penalty on the Company. I.D. at 1.

As noted above, PPL filed Exceptions on June 29, 2022, and the Complainant filed Replies to Exceptions on July 8, 2022.

Discussion

A. Legal Standards

1. Burden of Proof

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Code, 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, she must show that PPL is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Co. of Pa.*, 72 Pa. P.U.C. 196 (1990). Such a showing must be more convincing by even the smallest amount than that presented by PPL. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 54 (1950). Additionally, the Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon presentation by the Complainant of evidence initially to satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to PPL. If the evidence presented by the respondent is of co-equal weight, the Complainant's burden of proof has not been satisfied. The Complainant would be required to provide additional evidence to rebut PPL's evidence. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983). While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking

affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

2. Foreign Load

The term “foreign load” refers to the situation where a customer’s meter registers utility usage not exclusive to the customer’s dwelling unit or its occupants. In 1993, the General Assembly amended the Code to include 66 Pa. C.S. § 1529.1 to address foreign load issues. Section 1529.1 provides as follows (emphasis added):

§ 1529.1. Duty of owners of rental property

- (a) **Notice to public utility.**—It is the duty of every owner of a residential building . . . , 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 . . . 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 . . .
- (c) **Failure to give notice.**—Any owner of a residential building . . . 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.

Thus, the owner of a rental property is responsible for the payment of utility services where there are one or more dwelling units not individually metered. The phrase “not individually metered,” as used in Section 1529.1, is not defined in the Code

or our Regulations. See, *1-A Realty v. Pa. PUC*, 63 A.3d 480, 483 (Pa. Cmwlth. 2013). However, since the enactment of Section 1529.1 of the Code in 1993, we have consistently defined “not individually metered” in our decisions as the “utility meter for the unit is registering a foreign load, or usage not exclusive to the dwelling unit or its occupants.” *Id.* at 483 (citations omitted).

In *Ace Check Cashing, Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Order entered May 21, 2010) (*Ace Check Cashing*), we explained the operation of Section 1529.1. Specifically, Subsection (a) of Section 1529.1 establishes an affirmative duty on the owner of a property to notify the utility if a residential building contains “one or more dwelling units, not individually metered.” If the landlord provides the required notice, Subsection (b) requires the utility to list the account with the foreign load in the landlord’s name and hold the landlord responsible for the payment for utility services rendered to the account. If the landlord fails to provide the required notice, Subsection (c) places an affirmative duty on the utility to proceed as if the notice had been provided. Thus, a utility has an affirmative duty to investigate a foreign load or high bill complaint, and if the utility discovers the presence of a foreign load, the utility is required to list the account in the landlord’s name and hold the landlord responsible for the payment for utility services rendered to the account. *Ace Check Cashing*.

Accordingly, once a foreign load is verified on a tenant’s service, the utility is to list the account in the property owner’s name and hold the property owner financially responsible for the current balance and any arrearages³ on the account. It is

³ As clarified in *Glen DeHaven v. PECO Energy Company*, Docket No. C-2017-2585680 (Order entered March 23, 2018) and *Richard Dina v. PECO Energy Company*, Docket No. F-2017-2592410 (Order entered March 23, 2018), the utility shall transfer to the landlord only the account arrearages that accumulated at the premises/service address where the foreign load is found to exist and shall exclude any prior debts of the tenant that had been accumulated at another service address, which the utility transferred, pursuant to 52 Pa. Code § 56.35, to follow the financially-responsible tenant to the foreign load-affected premises.

only after the landlord corrects the foreign load, as verified by the utility, that the utility must re-list the account back in the name of the tenant; however, the landlord remains responsible for any arrearage on the tenant's account that existed prior to when the utility verified that the foreign load was corrected. *Ace Check Cashing*. The utility must pursue collection of any unpaid amounts on the foreign load-affected account from the landlord, and not from the tenant.

As we explained in *McGee v. PPL Electric Utilities Corp.*, Docket No. C-2016-2549952 (Order entered July 12, 2018), Section 1529.1 is intended to protect residential tenants from the loss of utility service because another customer has service terminated by the utility. It recognizes that the property owner is in a better position to know about and correct the existence of the foreign load than a tenant. The operation of Section 1529.1 provides an incentive for the landlord to correct the foreign load situation resulting from the wiring, plumbing, or piping for which the landlord is responsible.

B. ALJ's Initial Decision

The ALJ began by noting Ms. Vaughn's objection to the finding by PPL that the receptacle on the rear porch of Apartment 2, and three common-use hall lights were on the meter serving Apartment 1 in the building, which was occupied by a tenant. The ALJ found that the Complainant presented evidence sufficient to initially satisfy her burden of proof that the alleged foreign load did not exist. Additionally, the ALJ determined that PPL did not meet its burden of going forward with evidence to rebut the evidence of the Complainant. Thus, after viewing the evidence as a whole, the ALJ concluded that Ms. Vaughn met her ultimate burden of proof by a preponderance of the evidence that PPL violated 66 Pa. C.S. §§ 1529.1(b) and 1501 and 52 Pa. Code § 57.12(a). I.D. at 19.

The ALJ summarized the Complainant's presentation of testimony by Mr. Franklin, an experienced licensed electrician and electrical contractor. Mr. Franklin testified that he and Mr. Long, another electrician, physically turned the power off at the house meter, which Mr. Franklin then observed caused the three common-use hallway lights at issue to go off as well as the receptacle at issue. The ALJ further noted that Mr. Franklin traced the wiring from the common-use hall lights and the receptacle back to the house panel. Mr. Franklin concluded, "I traced everything [receptacle and hallway lights] back to the house panel . . . when the panel's off, they are off. And when the panel's on, they are on." I.D. at 19 (quoting Tr. at 19). Additionally, the ALJ summarized Mr. Franklin's observation of another electrician, Mr. Long, who did the same testing and arrived at the same conclusion of the lack of foreign wiring. I.D. at 19-20 (citing Tr. at 22).

The ALJ explained that PPL did not challenge Mr. Franklin's qualifications as an electrician or his conclusion that no foreign wiring existed at the time of his investigation. Instead, PPL argued that the Complainant did not initially satisfy her burden of proof because Mr. Franklin's conclusion in August 2021 was irrelevant as to whether a foreign load existed on the meter in May 2021 when the Company conducted its virtual investigation. However, the ALJ did not find the Company's argument persuasive for the following reasons: (1) PPL violated Section 1529.1(b) and provided unreasonable service in violation of Section 1501 by not listing the account in Complainant's name until two-and-one-half months (75 days) from when it suspected a foreign load; (2) PPL provided unreasonable service by not providing the Complainant written notices of its findings and the consequences of its finding for two-and-one-half months; (3) the Complainant was prejudiced by PPL's delay because once Ms. Vaughn received the bill and notices, she contacted an electrician to investigate the alleged foreign load and the electrician found no foreign load existed; and (4) PPL's argument

implies an inference that the Complainant could have corrected the alleged foreign load in the interim, which inference is not supported by the evidence. I.D. at 20.⁴

According to the ALJ, PPL's initial transfer of the charges from the tenant to Ms. Vaughn based on its initial suspicion of a foreign load was in accordance with the Code. However, the ALJ considered the Company's subsequent foreign load investigation as being inadequate and unreasonable. In support, the ALJ referenced PPL's refusal to reinvestigate or revisit its May 2021 investigation of the foreign load despite Ms. Vaughn's notification to PPL within two weeks of receipt of the bill that there was no foreign load present at the subject service address. Specifically, the ALJ explained that on August 17, 2021, Ms. Vaughn asked PPL to reinvestigate its conclusions, because she had two electricians verify that there was no foreign wiring as to Apartment 1; in response, PPL stated that it would not change the Company's conclusion that foreign wiring existed at Apartment 1 on May 17, 2021. I.D. at 28-29 (citing Tr. at 75, 76; PPL Exh. 2). The ALJ noted PPL's refusal to reinvestigate when the Company ignored its own 75-day delay in billing the Complainant and the providing of notices and PPL's Fix Form. The ALJ reasoned that the Complainant's investigation occurred within two weeks after receiving proper notice under Section 1529.1(b) and that PPL cannot complain of a reinvestigation within three months of its initial investigation, when proper notice and a bill were not provided by PPL for two-and-one-half months. I.D. at 29.

In making the determination that the Complainant met her ultimate burden of proof by a preponderance of the evidence, the ALJ found the testimony of the Complainant's electrician, Mr. Franklin, to be credible and his conclusion supported by his testing. In contrast, the ALJ characterized the testimony of PPL's witness,

⁴ For a full discussion of the ALJ's rationale pertaining to the Complainant's satisfaction of the burden of proof and the failure of the Company to rebut the evidence, see pages 20-28 of the Initial Decision.

Mr. Barrows as being uncertain due to the fact that his vision was limited to the small area of his and the tenant's cellphone screens and what video images the tenant's camera picked up. Additionally, the ALJ cited the testimony that when the tenant walked from one place to another, sometimes all Mr. Barrows could see was the ground or the tenant's hand. Moreover, Mr. Barrows testified that he did not positively identify which receptacle and lights his testing involved; that he could not tell if anyone was present at the scene or assisting the tenant; that he did not know where the hallway lights were located in the building or that they operated on a three-way switch at the top and bottom of the stairs. Finally, the ALJ highlighted PPL's acknowledgement that an in-person, on-site field investigation is a more effective and preferable method over a virtual or remote investigation to determine whether a foreign load exists. I.D. at 30 (citing Tr. at 46, 51, 54).

Accordingly, the ALJ found that under the totality of the circumstances presented at the hearing, PPL provided unreasonable service when it did not reinvestigate the alleged foreign load, and that the Complainant sustained her ultimate burden of proof. I.D. at 30.

After finding that the Respondent violated the Code and a Commission Regulation, the ALJ evaluated whether a civil penalty should be imposed pursuant to 66 Pa. C.S. § 3301 and the Commission's policy statement at 52 Pa. Code § 69.1201. Here, the ALJ noted that the decision finds that PPL failed to comply with Section 1529.1(b) of the Code, and to provide reasonable service under Section 1501 of the Code by creating an account and billing Ms. Vaughn seventy-five days after the alleged foreign load was discovered. Additionally, the ALJ explained that the decision found that PPL provided unreasonable service and did not conduct a full foreign load investigation by not reinvestigating the alleged foreign wiring when Ms. Vaughn informed PPL that two electricians physically inspected and found no foreign wiring

existed within two weeks after receiving proper notices. I.D. at 31 (citing 66 Pa. C.S. § 1501 and 52 Pa. Code § 57.12(a)).

Upon considering all the factors under 52 Pa. Code § 69.1201(c), above, and the totality of the circumstances in this proceeding, the ALJ found that a total civil penalty of \$500 was appropriate and sufficient to deter future violations of this type. I.D. at 31-34.

C. Exceptions and Replies

In its Exceptions, PPL objects to the directive that it remove the transfer of the account balance charges from the Complainant's account as of May 18, 2021, and requests a determination that the amount of \$4,555.32 remain as part of the balance of Ms. Vaughn. The Company specifically challenges Conclusions of Law Nos. 11-13⁵ and

⁵ 11. Complainant has met her burden of proof that Respondent violated Section 1501 of the Code by failing to reinvestigate the suspected foreign load once Complainant notified Respondent that two electricians both found no foreign load, within two weeks of Respondent's written notices and issuance of a bill to Complainant of the transferred charges. 66 Pa. C.S. § 1501.

12. Complainant has met her burden of proof that Respondent violated Section 57.12(a) of Commission regulations by not make [sic] a full investigation of complaints made by its customers, either directly to it or through the Commission. 52 Pa. Code § 57.12(a).

13. Complainant has met her burden of proof that no foreign load existed on May 17, 2021 concerning Apartment 1 and Complainant is not responsible for service provided to Apartment 1.

I.D. at 36.

asserts that the uncontradicted testimony supports a determination that the transfer of the account balance as of May 18, 2021, was required by Act 54. Exc. at 2-3.

In support, PPL references testimony that it properly initiated a foreign wiring investigation after receiving a tenant complaint. Due to the COVID-19 pandemic, the Company contends that it performed a virtual foreign load investigation on May 17, 2021, with the help of the tenant using advanced technologies. According to PPL, this investigation was reasonable and confirmed the suspicion of foreign wiring. Exc. at 3 (citing Tr. at 32-37, 40).

PPL submits that on May 17, 2021, it provided the Complainant with notification of the findings by telephone. The Company asserts that during the telephone conversation it specifically advised Ms. Vaughn of the foreign load as related to the receptacle in three common-use hall lights. PPL argues that it was obligated at that time to place the account in the name of the landlord, as well as any outstanding balance as of May 17, 2021. Exc. at 4 (citing 66 Pa. C.S. § 1529.1(b) and *Ace Check Cashing*).

Additionally, PPL contends that on July 17, 2021, Ms. Vaughn relayed to PPL that she did not know about the receptacle previously and it might have been on the tenant's meter but is not now. Exc. at 4 (citing Tr. at 75-76 and PPL Exh. 2). PPL submits that, although the Company provided sufficient evidence of a finding of foreign load on May 17, 2021, and oral notification on May 18, 2021, the Complainant failed to avail herself of presenting any testimony relative to the period between May 18, 2021, and Mr. Franklin's investigation of August 17, 2021. The Company also asserts that Mr. Franklin could only testify as to his investigation in August, and not to anything that may have occurred in the interim. Accordingly, PPL argues that the Complainant failed to meet her burden of proof that the foreign wiring did not exist as of May 17, 2021. Exc. at 4.

PPL states that it does not except to the ALJ's findings regarding the delay in written notification and the provision of a fixed wiring form. Thus, the Company does not object to the direction to remove the charges between May 17, 2021, and September 1, 2021. However, PPL reiterates its objection to remove the balance on the tenant's account as of May 17, 2021, when the foreign wiring was discovered. According to PPL, Ms. Vaughn's failure to appear and testify on her own behalf led to her inability to confirm any happenings between May 17, 2021, and when Mr. Franklin performed his investigation. *Id.* at 4-5.⁶

In her Replies to the Exceptions, the Complainant argues that Conclusions of Law Nos. 11-13 are supported by substantial evidence in the record. R. Exc. at 1-3.⁷

D. Disposition

Upon review of the record evidence, the Initial Decision, and the Exceptions and Replies thereto, we agree with and adopt the comprehensive rationale of the ALJ that under the totality of the circumstances presented at the hearing, PPL provided unreasonable service when it did not reinvestigate the alleged foreign load.

As properly acknowledged by the ALJ, PPL initially had a basis to suspect a foreign load as a result of its May 2021 investigation and, thus, the Company acted reasonably and in accordance with Section 1529.1 of the Code in establishing an account for Ms. Vaughn and transferring the tenant's account balance to the Complainant. However, consistent with prior Commission decisions, a suspicion or presumption of

⁶ By limiting its Exceptions in this manner, PPL did not explicitly object to the civil penalty determination in the Initial Decision.

⁷ In support, the Complainant essentially reiterates the testimony contained in the Findings of Fact (FOF) which support Conclusions of Law Nos. 11-13 contained in the Initial Decision. *See, e.g.*, I.D. at 10-11, FOF Nos. 40-55 (pertaining to Mr. Franklin's testimony); and I.D. at 7-8, 14, FOF Nos. 19-25, 63 (pertaining to the cross-examination of PPL witness Mr. Barrows).

foreign load can be overcome by later inspection, and such an initial suspicion can be reversed with a resulting cancellation of the landlord's account and a transfer back of the arrears to a tenant's account. *See, e.g., Candice Jones v. PPL Electric Utilities Corp.*, Docket No. F-2019-3012336 (Initial Decision issued June 9, 2020; Final Order entered August 14, 2020) (PPL reversed its initial conclusion of a foreign load which was based upon a suspicion, cancelled the account created in the landlord's name, and put the disputed amount back onto the tenant's account); *Fresh Start Capital LLC v. Equitable Gas Co.*, Docket No. C-2009-2104054 (Initial Decision issued August 25, 2011; Final Order entered October 6, 2011) (Commission found that the utility's on-site investigation and subsequent 64-day delay in written notification about an alleged foreign load determination were unreasonable, and ordered the utility to cancel the account created in landlord's name and put the disputed amount back onto the tenant's account); and *Nicholas Loyle v. PECO Energy Company*, Docket No. F-2016-2531016 (Initial Decision issued December 1, 2016; Final Order entered January 27, 2017) (finding that the utility, upon a second on-site investigation of foreign load at the request of the property owner, reversed its initial foreign load finding because the utility's first inspection did not consider that the hall light at issue was a battery operated motion sensor light, which affected the utility's initial finding of a foreign load).

Here, we find there were specific circumstances warranting the Company's reinvestigation of its initial foreign load investigation. As an initial matter, PPL inexplicably waited 75-days before billing the Complainant and providing the required written notification of the foreign load determination. Despite this delay, the Complainant within two weeks of receipt of the bill, engaged two electricians who both investigated and determined the lack of a foreign load, and found evidence that

Apartment 2's receptacle was on the house meter and the receptacle's operability was linked to whether the basement lights were off or on.⁸

In its Exceptions, PPL reiterates its prior reasoning for refusing to reinvestigate based on an inference from a statement made by Ms. Vaughn to PPL's supervisor of regulatory compliance, Mr. Worthington, during their phone call on August 17, 2021. Mr. Worthington testified that "[a]t some point during the conversation [Ms. Vaughn] acknowledged that the receptacle might have been on this electric meter, but she's confident it's not on there now." Tr. at 75. According to PPL, the Complainant's statement shows that she acknowledged that Apartment 2's receptacle was on the tenant's meter in May 2021. Exc. at 4. The ALJ considered PPL's argument to be misplaced because it overlooks the entirety and context of Ms. Vaughn's phone call with Mr. Worthington. We agree.

The ALJ explained that both Mr. Worthington's testimony and PPL records show that Mr. Worthington testified that all of the following transpired during this conversation: (1) that Ms. Vaughn said she had two electricians inspect the wiring and neither could find any foreign wiring; (2) that the electricians discovered that the receptacle at issue loses power when the basement lights are turned on; (3) that she did not know about this receptacle previously and "*it may have been on the tenant's meter at one time*" but is not now; and (4) that she requested PPL to reinvestigate the foreign

⁸ We agree with the ALJ that Mr. Franklin's testimony regarding his testing as to Apartment 2's receptacle was significant. Mr. Franklin testified that he physically traced the wiring to this receptacle to the house panel, explaining that he reached this conclusion after using a multimeter and pin plug tester for tracing. He further explained why he thought this receptacle must involve a bad connection at the junction box because the receptacle's operability was linked to whether the basement lights were off or on. Tr. at 18, 20-21. Mr. Franklin testified that his investigation showed that in order for the receptacle to be on, the basement lights must be off, and in order for the receptacle to be off, the basement lights must be on. Tr. at 10, 18. Under the circumstances, this information should have been sufficient for PPL to grant Ms. Vaughn's request to reinvestigate the initial determination of foreign load.

wiring to which Mr. Worthington replied that PPL could but it would not change PPL's conclusion that foreign wiring existed at Apartment 1 on May 17, 2021. Tr. at 75-76 (emphasis added); PPL Exh. 2.

It is clear that Ms. Vaughn stated to Mr. Worthington that both electricians found no foreign wiring existed as to Apartment 1. As explained by the ALJ, however, it is unclear as to which "tenant's meter" Ms. Vaughn was referring in Mr. Worthington's testimony given that she explained to Mr. Worthington that the electricians found that Apartment 2's receptacle is tied to the basement lights, which is tied to the house meter. *See*, I.D. at 30.

Mr. Worthington did not testify, nor is it recorded in PPL's "account contact history" that Ms. Vaughn stated that Apartment 2's receptacle was on the meter servicing Apartment 1. We agree that Ms. Vaughn's statements are consistent with Mr. Franklin's testimony that there was a rental unit in the basement, and the basement lights were tied to the house meter, not Apartment 1's meter. Thus, any issue with the receptacle to Apartment 2 involved the tenant, if any, in the basement or perhaps Apartment 2, but not the tenant in Apartment 1. Any contrary conclusion, as PPL argues, would take Ms. Vaughn's comments out of context of the entire conversation relayed by Mr. Worthington. *Id.* Under the circumstances of this proceeding, we find PPL's refusal to reinvestigate its foreign load determination as constituting unreasonable service.

The Company did not file Exceptions to the civil penalty determination in the Initial Decision. Finding the ALJ's rationale as to the penalty assessment reasonable, we shall adopt it.

Conclusion

Based upon our review of the record and the applicable law, we shall deny the Exceptions of PPL and adopt the ALJ's Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

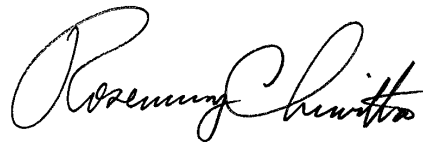
1. That the Exceptions filed by PPL Electric Utilities Corporation on June 29, 2022, are denied.
2. That the Initial Decision of Administrative Law Judge Gail M. Chiodo, issued June 9, 2022, in the above-captioned proceeding, is adopted, consistent with this Opinion and Order.
3. That the Formal Complaint of Patricia J. Vaughn against PPL Electric Utilities Corporation at Docket No. F-2021-3029570 is sustained.
4. That within thirty (30) days of the entry of this Opinion and Order, PPL Electric Utilities Corporation shall remove the charges for usage from 910 Warren Street, Berwick, Pennsylvania, Apartment 1, from the account of Complainant, Patricia J. Vaughn and provide written notice to the Commission's Secretary's Bureau that the charges have been removed.

5. That within thirty (30) days of the entry of this Opinion and Order, PPL Electric Utilities Corporation shall pay a civil penalty of five hundred dollars (\$500.00) by sending a certified check or money order to:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

6. That upon PPL Electric Utilities Corporation's compliance with Ordering Paragraph Nos. 4 and 5, above, the Secretary shall mark this matter closed.

BY THE COMMISSION

A handwritten signature in black ink, appearing to read "Rosemary Chiavetta", written in a cursive style.

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: October 27, 2022

ORDER ENTERED: October 27, 2022