

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Melanie S. Kokenda	:	
	:	
v.	:	C-2023-3038774
	:	
West Penn Power Company	:	

INITIAL DECISION

Before
Conrad A. Johnson
Administrative Law Judge

INTRODUCTION

This decision grants in part a Motion for Judgment on the Pleadings and dismisses a Formal Complaint alleging service termination issues, service safety issues and an unresolved settlement of a prior formal complaint. The Formal Complaint is dismissed because (1) the Commission’s pertinent statute of limitations bars an action based upon matters arising more than three years from the filing date of the complaint, and (2) Complainant failed to carry her burden of proving that Respondent violated the Public Utility Code, a Commission regulation, or a Commission order.

HISTORY OF THE PROCEEDING

On February 14, 2023, Complainant Melanie S. Kokenda (Complainant or Ms. Kokenda) filed a Formal Complaint against Respondent West Penn Power Company (Respondent or West Penn) at Docket No. C-2023-3038774 (2023 Formal Complaint). In part, Complainant alleges (1) she is under threat of service termination, or her service has already been terminated; (2) the location of the outside meter poses a danger; (3) a tree fell on her home

and the electric line should not have been reconnected; and (4) the original complaint was not resolved. For relief, Complainant requested that the Commission order Respondent to have “a qualified, respectful person to advise and repair the correct way inside and out.”

Previously, Complainant had filed a Formal Complaint on January 14, 2019, at Docket No. C-2019-3007105, alleging service termination issues and requesting that her outside meter be moved to the correct area (2019 Formal Complaint). Complainant filed a second Formal Complaint at C-2019-3007105, thereby effectively amending her 2019 Formal Complaint to include payment agreement, reliability, safety, and quality of service issues and again requesting that her outside meter be moved at no charge to a different location (Amended 2019 Formal Complaint).

On March 27, 2023, West Penn filed an Answer and New Matter to the 2023 Formal Complaint. West Penn denied the material allegations of the Complaint. In part, West Penn averred as follows:

The Complainant appears to be addressing the location of her electric meter. This issue was resolved in the 2019 Formal Complaint.¹ The 2019 Settlement Letter specifically stated:

“As a result of settlement negotiations held on the date of the hearing, Friday, May 17, 2019, you indicated satisfaction in resolving the above-referenced formal complaint. As discussed, you, along with a qualified electrician of your choice, will work with the Company to select a new, suitable location for the meter and service connection. If you move forward and complete the modifications to your home's wiring required to move the service location, you will contact West Penn Power to relocate the service line and meter to the property's new connection point. Upon relocating the service line and meter, West Penn Power agrees to waive the disconnection and reconnection fees contained in the Company's tariff.”

The Company avers that the Complainant, or her representative/electrician, have never called to follow-up on the meter relocation.

¹ A Certificate of Satisfaction was efiled on May 21, 2019, at Docket No. C-2019-3007105.

By way of further response, the Company avers that the 2019 Settlement involved a tree that fell on July 30, 2016, and pulled wires from the Service Location. After repairs were completed by the Complainant and an inspection card received, Meter #5000481412 was installed, and service was energized on August 1, 2016.

Answer ¶3.

Citing the Commission’s three-year limitations period for filing an action, under the Public Utility Code (Code), 66 Pa.C.S. § 3314, Respondent’s Answer specifically averred that Complainant was barred from raising in February 2023, issues that were resolved on May 21, 2019. In New Matter, Respondent reiterated, “The Code is clear: an action must be brought within 3 years of when the liability arose. 66 Pa.C.S. § 3314(a).” Additionally, Respondent requested that the matter be referred to mediation.

On April 13, 2023, Complainant filed a Response to the New Matter, asserting her disagreement that the three-year limitations period applied to the 2016 settlement matter.

The 2023 Formal Complaint was referred to the Office of Administrative Law Judge’s Mediation Unit for resolution. However, settlement was not achieved through mediation.

On May 25, 2023, an Initial Telephonic Hearing Notice was served upon the Parties scheduling this matter for a telephonic hearing before me on July 12, 2023. On the same date, I issued a Prehearing Order informing the Parties about the procedural rules for the hearing.

On June 20, 2023, pursuant to Section 5.102 of the Commission’s regulations, 52 Pa. Code § 5.102, West Penn filed a Motion for Judgment on the Pleadings (MJP), together with Attachments 1 through 7, arguing in part as follows:

30. Applying the three-year statute of limitations at 66 Pa.C.S. § 3314 to this case, the Complainant participated in the discussion that resolved the 2019 Formal [Complaint]. The Certificate of Satisfaction was served on May 21, 2019. The

three-year statute of limitations therefore bars any claim that arose prior to May 21, 2022. The 2023 Formal [Complaint] was filed with the Commission on February 15, 2023, alleging the 2019 Formal [Complaint] was not resolved.

31. Since the three-year statute of limitations at 66 Pa.C.S. § 3314 bars the Complainant from continuing any prosecution against West Penn for events that occurred prior to May 21, 2022, the claims in the 2023 Complaint that occurred before that date are barred and should be stricken.

West Penn's MJP ¶¶ 30- 31. For relief, Respondent requested that the 2023 Formal Complaint be dismissed in its entirety. Section 5.102(b) of the Commission's regulations, 52 Pa. Code § 5.102(b), provides for the filing of an answer to the MJP within 20 days of service. Complainant did not file an answer to the MJP.

On June 28, 2023, Complainant filed a letter suggesting that she was requesting a continuance of the scheduled hearing. By an interim order entered on July 6, 2023, Complainant's request for a hearing continuance was denied for failure to state a reason for the continuance request.

The evidentiary hearing convened as scheduled on July 12, 2023. Ms. Kokenda appeared self-represented, and Margaret A. Morris, Esquire, appeared on behalf of West Penn. The Parties argued the MJP. A ruling on the MJP was held in abeyance, and the Parties were informed that a ruling on the MJP would be made in the initial decision. Tr. 101.

Accordingly, Ms. Kokenda testified on her own behalf, but she did not sponsor any exhibits. Afterwards, West Penn called its senior compliance specialist, Charles Howlett, to testify. Mr. Howlett sponsored West Penn's Exhibits 1 through 8 and 11, which were admitted into the record.

Judicial notice was taken of West Penn Power's proposed Exhibits 9 and 10, a settlement letter and Certificate of Satisfaction, respectively, both dated May 21, 2021, and related to Ms. Kokenda's complaints against West Penn at Docket No. C-2019-3007105 (Tr. 39, 75-77, 84). Respondent also offered Exhibit 12, a customer contact account, which was not

submitted prior to the hearing as a proposed exhibit for admission into the record (Tr. 84-85). Respondent's Exhibit 12 was marked as late-filed Exhibit 12 (Tr. 81-83, 87, 114, 117). Respondent was directed to provide a copy of Exhibit 12 to Ms. Kokenda and the undersigned presiding officer. Respondent represented that Exhibit 12 would be transmitted to Complainant and the undersigned presiding officer on July 13, 2023 (Tr. 117). Ms. Kokenda was directed to file any objection to the admission of Exhibit 12 by July 28, 2023, otherwise Exhibit 12 would be admitted into the record. (Tr. 117). On July 13, 2023, Respondent served Exhibit 12 upon Complainant and copied me. Ms. Kokenda did not file any objection to the admission of Exhibit 12 into the record. By interim order entered on September 14, 2023, the record was closed as of August 11, 2023, the filing date of the hearing transcript.

After reviewing the docket in this proceeding, I noted that Exhibit 12 has not been docketed. Accordingly on November 8, 2023, I issued an interim order reopening the record for the admission into the record and the docketing of West Penn's late-filed Exhibit 12 into the record. Exhibit 12 was attached to the interim order reopening the record, and the record was reclosed on November 8, 2023.

This case is procedurally ready for ruling. The below references to Exhibits are to those submitted by West Penn.

FINDINGS OF FACT

1. Melanie Kokenda resides in New Kensington, Pennsylvania (service address) where she receives electric service as a customer of Respondent. Tr. 6.
2. Respondent West Penn Power Company is a jurisdictional public utility providing electric service to Pennsylvania customers.
3. On January 14, 2019, Ms. Kokenda filed a Formal Complaint against West Penn at Docket No. C-2019-3007105, alleging (1) she was under threat of service termination, or

her service had already been terminated and (2) requesting that the Commission order West Penn to move at no charge her outside meter to the correct area. MJP Attachment 1.

4. On February 13, 2019, Ms. Kokenda filed a second Formal Complaint at C-2019-3007105, amending her 2019 Formal Complaint to include payment agreement, reliability, safety, and quality of service issues and again requesting that her outside meter be moved at no charge to a different location. MJP Attachment 2.

5. To resolve Ms. Kokenda's Amended 2019 Formal Complaint, on May 17, 2019, West Penn and Ms. Kokenda agreed that the company would work with Ms. Kokenda and a qualified electrician of her choice to select a new, suitable location for her meter and service line, once Ms. Kokenda notified West Penn that the necessary modifications to her home's wiring had been completed to accommodate the relocation of the service line and meter. Additionally, West Penn agreed to waive the disconnection and reconnection fees contained in the Company's tariff. MJP Attachment 4.

6. As a result of Ms. Kokenda acknowledging to West Penn that her complaint at Docket No. 2019-3007105 had been resolved to her satisfaction, West Penn filed a Certificate of Satisfaction at that docket on May 21, 2019, which informed Ms. Kokenda that she had 10 days to file an objection to the Certificate of Satisfaction. MJP Attachment 3.

7. Ms. Kokenda did not file any objection to the Certificate of Satisfaction at Docket No. 2019-3007105.

8. As of the date of the evidentiary hearing held in this matter on July 12, 2023, Ms. Kokenda had not notified West Penn that modifications to her home's wiring had been completed to accommodate the relocation of the service line and meter at the service address. Tr. 81-82; Exhibit 12.

9. West Penn continues to agree that the company will work with Ms. Kokenda and a qualified electrician of her choice to select a new, suitable location for her meter

and service line, once Ms. Kokenda notifies West Penn that the necessary modifications to her home's wiring has been completed to accommodate the relocation of the service line and meter. Additionally, West Penn agrees to waive the disconnection and reconnection fees contained in the Company's tariff. Tr. 101-103.

10. Modifications to the inside wiring of the service address to accommodate the relocation of Ms. Kokenda's service line and meter are her responsibility. Tr. 50, 55, 58-59; Exhibit 11.

11. In 2016 a tree fell on the service line resulting in a loss of power at the service address. Tr. 131-132; Exhibit 5.

12. In 2016 West Penn repaired and reconnected the service line to Ms. Kokenda's service address. Tr. 132-134; Exhibits 6-7.

13. West Penn's meter and service line are affixed to the front and middle section of Ms. Kokenda's home. Tr. 66; West Penn Exhibit 2.

14. West Penn's meter and service line were affixed to the front and middle of Ms. Kokenda's home at the time she purchased the house in October 2012. Tr. 54-56.

15. Ms. Kokenda wants her meter and service line relocated to the right side of her house. Tr. 53.

16. Any relocation of Ms. Kokenda's meter and service line on the outside of her house requires a corresponding rewiring to her fuse breaker panel box on the inside of her house for safety reasons and for compliance with the electric code. Tr. 49-51.

17. Under West Penn's tariff, rewiring on the inside of a customer house or the relocation of a customer's fuse breaker panel box is the responsibility of the customer. Tr. 50, 55, 58-59; Exhibit 11.

18. The current location of Ms. Kokenda's outside meter and attachment of West Penn's service line to Ms. Kokenda's house does not pose a safety hazard. Tr. 66-67.

19. On October 17, 2022, West Penn issued Ms. Kokenda a 10-day termination notice for a delinquent account balance of \$602.13. Tr. 98; Exhibit 12 at 9.

20. On October 28, 2022, Ms. Kokenda and West Penn reached a payment arrangement. Under the payment arrangement her account balance deferred at a potential forgiveness rate of \$44.34 per month. Tr. 97-98.

21. At the time of the hearing, Ms. Kokenda was not under threat of service termination. Tr. 98-99.

22. At the time of the hearing, Ms. Kokenda's electric utility service was active. Tr. 95.

DISCUSSION

Legal Standards

Commission Jurisdiction

As in every case coming before this forum, the Commission must decide initially whether it has jurisdiction over the parties and the subject matter of this dispute. As a creature of legislation, the Commission possesses only the authority the state legislature has specifically granted to it in the Public Utility Code. 66 Pa. C.S. §§ 101-3316. Its jurisdiction must arise from the express language of the pertinent enabling legislation or by strong and necessary implication therefrom. *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1977). Subject matter jurisdiction is a prerequisite to the exercise of the power to decide a controversy. Cf., *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa. Cmwlth 1992).

Complaints

Section 701 of the Public Utility Code (Code), provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission. 66 Pa.C.S. § 701. However, a person's right to bring a complaint before the Commission is restricted by the Commission's statute of limitations.

Statute of Limitation

Section 3314 of the Code, 66 Pa.C.S. § 3314, sets forth a statute of limitation for proceedings before the Commission:

[n]o action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefore arose, except as otherwise provided in this part.

Generally, the Commission has held that Section 3314 “terminates the right to bring an action as well as any remedy the Commission may order.” *Kovarik v. Pa. Am. Water Co.*, Docket No. C-2017-2592131 (Opinion and Order entered Aug. 23, 2018); *Ross v. PECO Energy Co.*, Docket No. C-2008-2060301 (Final Order entered Feb. 19, 2009). This means that the Commission does not have the power to resolve a dispute where the complainant had notice of the claim more than three years before filing a complaint with the Commission. The Code does recognize certain exceptions which toll or pause the statute of limitations, such as the discovery rule and the doctrine of fraudulent concealment. *Fine v. Checcio*, 870 A.2d 850 (Pa. 2005). The Pennsylvania Supreme Court has held as follows:

a statute of limitations, like all statutes, must be read with reason and common sense; that its application to a given set of circumstances, must not be made to produce something that the

General Assembly could never have intended; and that its interpretation must be guided by the presumption in the Statutory Construction Act that the legislature does not intend a result that is absurd, impossible of execution or unreasonable.

Id. at 860.

While the Commission has not explicitly adopted the Pennsylvania Supreme Court's instruction for interpreting statutes of limitations, Commission decisions reflect the principles set forth by the court. The Commission has noted in consumer cases that the statute of limitations begins to run when a complainant becomes aware of or "discovers" a cause of action. *See, Wilson v. Pa. Am. Water Co.*, Docket No. C-20066331 (Opinion and Order entered July 11, 2007) (statute begins to run when complainant became aware of a potential dispute). Also, the Commission has applied the doctrine of equitable estoppel to toll the application of a statute of limitations in consumer cases where fraud or misrepresentation concealing the cause of action may be involved. *Ely v. Pa. Am. Water Co.*, Docket C-20055616 (Opinion and Order entered July 10, 2006); *Battle v. PECO Energy Co.*, Docket No. C-00003804 (Opinion and Order entered July 16, 2001). Finally, the Commission did not dismiss a complaint based on the statute of limitations where a complainant alleged that a utility failed to remedy a service complaint for a number of years. The Commission held that in this circumstance, a violation continued until the utility acted, and a civil penalty was permitted. *Del Vecchio v. PPL Elec. Utils. Corp.*, Docket Z-01464793 (Opinion and Order entered Sept. 13, 2005).

Burden of Proof

As the proponent of a rule or order, Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, Complainant must show that Respondent is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery, Inc. v.*

Margulies, 70 A.2d 854 (Pa. 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 sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980).

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the complainant shifts to the respondent. If the evidence presented by the respondent is of co-equal value or “weight,” the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the respondent. *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d*, 461 A.2d 1234 (Pa. 1983).

Reasonable Service

Section 1501 of the Code states, “Every public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make all repairs, changes, alterations, substitutions, extensions, and improvements in or to its service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public.” 66 Pa.C.S. § 1501. Section 102 of the Code defines “service” as:

[u]sed in its broadest and most inclusive sense, includes *any and all acts done, rendered, or performed*, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities. . . .

66 Pa.C.S. §102 (emphasis added). A utility’s “service” is not merely confined to the distribution of utility service, but also includes “any and all acts” related to that function. *West Penn Power Co. v. Pa. Pub. Util. Comm’n*, 578 A.2d 75 (Pa. Cmwlth. 1990).

Termination of Service

Section 1406 of the Code permits a utility company to terminate service under certain conditions. Section 1406, in relevant part, states:

(a) Authorized termination. — A public utility may notify a customer and terminate service provided to a customer after notice as provided in subsection (b) for any of the following actions by the customer.

(1) Nonpayment of an undisputed delinquent account.

66 Pa.C.S. § 1406(a)(1).

Analysis

Statute of Limitation Issue

In its Motion for Judgment on the Pleadings, Respondent argues that the Complaint should be dismissed in its entirety because the Complaint is time-barred under Section 3314 of the Code, which requires that a complaint be filed within three years from the date at which the liability therefore arose. Here, Ms. Kokenda alleges events that occurred in 2016 and 2019. Ms. Kokenda contends a tree fell at the service address and her service line should not have been reconnected to her home at the same location. West Penn established that a tree fell at the service line in 2016 causing the service line to dislodge from Ms. Kokenda's house. As a result, West Penn reconnected the service line and reenergized the service address on August 1, 2016. In Reply to West Penn's New Matter, Ms. Kokenda argues the three-year statute of limitation should not apply to the July 30, 2016, settlement.

Here, Ms. Kokenda filed her 2023 Formal Complaint on February 14, 2023. Events occurring in 2016 are well beyond the Commission's three-year statute of limitation. Consequently, Ms. Kokenda cannot challenge the reconnection of her service line that occurred in 2016. Nor can she challenge the resolution of her 2019 Amended Complaint that was satisfied upon the filing of a Certificate of Satisfaction on May 21, 2019. Therefore, West Penn prevails on its MJP that matters occurring in 2016 and 2019 are barred from litigation under Section 3314 of the Code.

Reasonable Service Issue

A favorable ruling on West Penn's MJP does not end the discussion. The allegations of Ms. Kokenda's 2023 Formal Complaint suggest that the current location of West Penn's facilities, that is the meter and service line, presents an ongoing hazardous condition. Therefore, West Penn's request in its MJP for dismissal the 2023 Formal Complaint in its entirety cannot be granted.

As noted above, a utility is required to provide reasonable, safe, and reliable service under the Commission's statute at Section 1501 of the Code, 66 Pa.C.S. § 1501. As the moving party alleging that West Penn's facilities are unsafe, Ms. Kokenda had the burden of proving that the location of the meter and service line in front and middle part of her house presented a hazardous condition. In support of her allegation, Ms. Kokenda maintained that West Penn's meter on the outside of her house connects to her fuse breaker box which is located under a staircase on the inside of her house. Thus, Ms. Kokenda argued that West Penn's facilities on the outside of her house were out of code and presented a dangerous condition. Ms. Kokenda relied upon the Commission's regulations at 52 Pa. Code § 59.18. Tr. 64. Section 59.18(8)(ii) of the regulations prohibits a gas utility from installing a gas meter underneath a customer's interior stairway. 52 Pa. Code § 59.18(8)(ii). Thus, Ms. Kokenda's argument fails on two counts: (1) West Penn is not a gas utility, and (2) the meter at issue is an electric meter installed on the outside of the service address.

Additionally, West Penn's senior compliance specialist, Mr. Howlett, testified that the location of Ms. Kokenda meter and service lines, as depicted in Exhibit 2, did not pose a safety hazard nor violate the National Electric Safety Code. Tr. 66-67.

Ms. Kokenda did not present any additional evidence to establish that the current location of electric meter and service lines presents a safety hazard. Consequently, a ruling is required that Ms. Kokenda failed to carry her burden of proving that West Penn violated the provisions of the Commission's reasonable service statute.

Service Termination Issue

Lastly, Ms. Kokenda alleges in her 2023 Formal Complaint that she was under threat of service termination. On October 17, 2022, West Penn did issue Ms. Kokenda a 10-day termination notice for a delinquent account balance of \$602.13. Tr. 98; Exhibit 12 at 9. However, the termination did not take effect. On October 28, 2022, Ms. Kokenda and West Penn reached a payment arrangement under which the delinquent amount would be deferred at a potential forgiveness rate of \$44.34 per month. Tr. 97-98. At the hearing, Ms. Kokenda admitted that her service was active. Tr. 95.

Under Section 1406(a)(1) of the Code, a utility is authorized to terminate service for nonpayment of an undisputed delinquent account. 66 Pa.C.S. § 1406. In the instant case, Ms. Kokenda did not dispute her account balance. Thus, West Penn did not violate the Code when it issued a 10-day termination notice to Ms. Kokenda on October 17, 2022.

Meter and Service Line Relocation Matter

While Ms. Kokenda failed to carry her burden of proving that she is entitled to a Commission order requiring West Penn to relocate its facilities, West Penn agreed to continue to work with Ms. Kokenda to relocate its facilities. Tr. 101-103. After Ms. Kokenda notifies West Penn that a qualified electrician has completed the necessary interior wiring of her home to accommodate relocation of its facilities, West Penn agrees to relocate its meter and service line to the new location at the service address. As West Penn explained and as Ms. Kokenda acknowledged, Ms. Kokenda is responsible for the rewiring of the interior of her home. Tr. 49-51. Accordingly, the Parties are encouraged to cooperate with each other on this matter.

CONCLUSIONS OF LAW

1. No action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in

this part, shall be maintained unless brought within three years from the date at which the liability therefore arose, except as otherwise provided in this part. 66 Pa.C.S. § 3314(a).

2. The Commission lacks jurisdiction to hear an action brought more than three years from the date the liability arose. 66 Pa.C.S. § 3314(a).

3. Allegations of a complaint seeking a remedy on matters occurring more than three years from the date of the filing of the complaint are barred by the statute of limitations. 66 Pa.C.S. § 3314(a).

4. The Public Utility Code mandates that a public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons and the public. 66 Pa.C.S. § 1501.

5. A utility company may terminate service for a customer's nonpayment of an undisputed delinquent account. 66 Pa.C.S. § 1406.

6. Complainant has not met her burden of proving Respondent violated the Public Utility Code, a Commission regulation, or a Commission order. 66 Pa.C.S. §332(a).

7. Complainant has not met her burden of proving she is entitled to receive the relief she requested from the Commission. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Motion for Judgment on the Pleadings of West Penn Power Company filed at Docket No. C-2023-3038774, is hereby granted in part as it relates to the application of the three-year statute of limitation on Complainant's claims consistent with the findings and opinion herein.

2. That the Complaint of Melanie S. Kokenda in Melanie S. Kokenda v. West Penn Power Company, at Docket No. C-2023-3038774, is hereby dismissed.

3. That the Secretary's Bureau shall mark Docket No. C-2023-3038774 closed.

Date: March 8, 2024

/s/
Conrad A. Johnson
Administrative Law Judge