

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Alfredo Caraballo	:	
	:	
v.	:	C-2023-3040988
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Christopher P. Pell
Deputy Chief Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint filed by Alfredo Caraballo against PPL Electric Utilities Corporation because he failed to meet his burden of demonstrating that PPL Electric Utilities Corporation inappropriately interrupted his electric service or provided him with inadequate or unreasonable service.

HISTORY OF THE PROCEEDING

On May 23, 2023, Alfredo Caraballo (Complainant) filed a Formal Complaint (Complaint) against PPL Electric Utilities Corporation (PPL, Respondent, or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant placed a checkmark in the box indicating that “[t]he utility is threatening to shut off my service or has already shut off my service.” Under the “requested relief” section of the Complaint, the Complainant indicated that “[o]n 5/19/23 at 1:16 p.m. a PPL representative removed my electrical meter completely disconnecting me from electricity.” The Complainant alleged that PPL did not provide any notice that his service would be disconnected. The Complainant requested that the Commission direct PPL to reconnect his electric service, to provide reasonable notice before

disconnection, to have the local authorities present for any future incidents of this nature, and to be compensated for “the loss of my groceries in the tune of \$100 to \$150 dollars.”

On June 20, 2023, the Respondent filed an Answer admitting in part and denying in part the averments in the Complaint. Specifically, the Company admitted that it removed the Complainant’s meter and shut off his electric service due to an emergency safety issue with his meter base. The Company denied that termination of the Complainant’s service was unwarranted or unlawful, or that the Complainant’s electric service is currently shut off. The Company specifically indicated: that on May 19, 2023, it visited the Complainant’s address to inspect his meter after receiving a notice that his meter was non-responsive; that upon inspection, the Company discovered a problem with the meter base that posed an immediate safety concern; that due to the unsafe condition of the meter base, the Company immediately removed the meter and shut off electric service to the Complainant’s address; that because the meter base is customer-owned equipment, the Company could not repair the issue and replace the meter until the Complainant made the necessary repairs to his meter base and the Company received an inspection report from an electrician verifying that the repairs were complete; that while present at Complainant’s residence, the Company attempted unsuccessfully to contact the Complainant to notify him of the emergency situation by knocking on his door and calling the phone number he had provided to the Company; that when these attempts failed, the Company left a door hanger at the Complainant’s residence notifying him that his electric service was shut off due to the unsafe condition of the meter base; that the Complainant contacted the Company later in the day on May 19, 2023 regarding the emergency shut off notice and updated the telephone numbers associated with the service account; that on May 23, 2023, the Company received notice that the necessary repairs to the meter base had been completed and inspected by an electrician; and that the Company installed a new meter and restored power at the Complainant’s service address that same day.

Also on June 20, 2023, the Respondent filed a Preliminary Objection to the Complaint. The Respondent averred that the portion of the Complainant’s Complaint seeking reimbursement for lost groceries constitutes a request for damages. Noting that the Commission does not have the authority to order a public utility to pay damages, the Respondent asserted that the Complainant’s request for damages is impertinent matter and should be stricken from his Complaint

pursuant to 52 Pa. Code § 5.101(a)(2). The Respondent endorsed its Preliminary Objection with a Notice to Plead, advising the Complainant he had ten days to file a written answer to the objection.¹

On June 24, 2023, the Complainant filed a timely Answer to PPL’s Preliminary Objection requesting that the Commission hear every aspect of his Complaint “so that it maybe [sic] able to apply a resolution to my concerns.”

By Initial Call-In Telephone Hearing Notice dated July 20, 2023, a telephonic hearing was scheduled for September 22, 2023 at 10:00 a.m. and the matter, including PPL’s Preliminary Objection, was assigned to me.

I issued a Prehearing Order on July 20, 2023. The Prehearing Order again advised the parties of the date and time of the scheduled hearing and also explained that the Complainant bears the burden of proof to establish that the respondent violated its tariff, the Public Utility Code, or a Commission Order or regulation, and that he is entitled to the relief requested in the Complaint.

By Interim Order dated August 21, 2023, I sustained PPL’s Preliminary Objection and struck the Complainant’s request for relief for reimbursement for lost groceries from the Complaint as impertinent matter. I further ordered that the September 22, 2023 hearing proceed as scheduled to address the service claims raised by the Complainant in his Complaint.

The hearing convened as scheduled on September 22, 2023. The Complainant appeared *pro se* and testified. The Respondent appeared and was represented by Megan E. Rulli, Esq. and Devin T. Ryan, Esq., who presented the testimony of Helen Dale, a PPL Meter Service Technician. The Respondent submitted three exhibits, all of which were admitted into the record. (PPL Cross-Examination Exh. 1 & PPL Exhs. 2 and 3).

¹ 52 Pa. Code § 5.101(f)(1) provides that “[a]n answer to a preliminary objection may be filed within 10 days of date of service.”

The record closed on December 26, 2023, the date the transcript was filed with the Commission.

FINDINGS OF FACT

1. The Complainant in this case is Alfredo Caraballo.
2. The Respondent in this case is PPL Electric Utilities Corporation.
3. The Complainant resides at 423 West Cherry Street, Shenandoah, PA (service address). Tr. 9.
4. The Complainant is a PPL customer. Tr. 9.
5. The service address is equipped with a smart meter. Tr. 31.
6. Smart meters collect usage data at a property and then relay that usage data back to the company for billing purposes. Tr. 31.
7. PPL installed the smart meter at the service address on March 6, 2019. Tr. 31-32.
8. PPL would not have installed the smart meter on that date if there was anything wrong with the meter base. Tr. 32.
9. If a smart meter stops communicating, that means there may be a problem with the meter. Tr. 32.
10. A smart meter screen normally displays how many kilowatts have been used. Tr. 34.

11. There are four “jaws” on a meter base, two at the top, which are called the line side where PPL sends voltage through, and two on the bottom, which are the low side belonging to the customer. Tr. 35.

12. On May 19, 2023, a PPL Meter Service Technician visited the service address in response to a work order created on May 18, 2023. Tr. 31, 32-33; PPL Exhibit 2.

13. The work order stated that the meter at the service address had stopped communicating, and requested a technician to go to the address, verify the meter number, and provide status of the service. Tr. 31.

14. The Meter Service Technician observed that the screen on the smart meter at the service address was blank. Tr. 33-34.

15. The Meter Service Technician took the cover off of the meter base and measured the voltage with a volt meter. Tr. 34.

16. The reading showed regular voltage. Tr. 34.

17. The Meter Service Technician next pulled the meter out in order to measure the voltage without the meter. Tr. 34.

18. When the Meter Service Technician went to take the meter out, the top left jaw came away from the back bar. Tr. 34, 37; PPL Exhibit 3.

19. The Meter Service Technician could not put the meter back safely because to do so would have caused a flash. Tr. 34, 37.

20. A flash could cause injury or damage to the customer’s property. Tr. 35.

21. The meter could have caused a fire at the service address. Tr. 36.

22. The Meter Service Technician secured the meter base by inserting a plastic cover and sealing the base. Tr. 38, 40.

23. Once the Meter Service Technician discovered the Complainant's meter base was faulty, for safety reasons the only option was to cut the power. Tr. 40-41.

24. The Meter Service Technician then called for a line cut until the meter service was repaired and the meter could be reinstalled. Tr. 38, 40; PPL Exhibit 2.

25. The customer owns the meter base and is responsible for making repairs to the meter base. Tr. 41.

26. Another crew disconnected the line to the service address. Tr. 40.

27. A line cut is where PPL cuts service at the pole. Tr. 38.

28. On May 19, 2023, PPL disconnected the Complainant's electric service. Tr. 9, 16.

29. The Meter Service Technician knocked on the Complainant's door but there was no answer. Tr. 38.

30. The Meter Service Technician attempted to call the Complainant at the telephone number associated with his account. Tr. 38.

31. The Meter Service Technician's call went to a recording saying the number was out of service. Tr. 38.

32. There were no other telephone numbers associated with the Complainant's account. Tr. 39.

33. The Meter Service Technician was on site for approximately 45-60 minutes. Tr. 38.

34. Since the Meter Service Technician was unable to reach the Complainant, she completed and hung a door hanger on the Complainant's door advising him that his meter base was bad. Tr. 10, 39; PPL Cross Examination Exh. 1.

35. The note further provided the following information:

Before the electric service can be restored, a licensed electrician must perform repairs, and submit a completed inspection card. To obtain a work order number, please call 1-877-220-6016, or visit ppllectric.com/contractor services.

Tr. 23-24, 39; PPL Cross-Examination Exh. 1.

36. On May 19, 2023, the Complainant updated his primary telephone number with PPL and also provided an alternate telephone number where he could be reached. Tr. 24-25, 41; PPL Exh. 2.

37. It is the Customer's responsibility to keep their contact information up to date with PPL Electric. Tr. 42.

38. The Complainant called the telephone number and was advised that PPL found an emergency at his meter box related to a bad base, that it could be dangerous, and that as a result PPL disconnected his service. Tr. 10-11, 23.

39. PPL advised the Complainant that he would have to have an electrician repair the meter base, that a PPL engineer would have to certify that the repairs were made, and that following certification his service could be restored. Tr. 11, 42.

40. The Complainant's electrician replaced the entire meter box and added an additional grounding device. Tr. 11.

41. The Complainant had these repairs made on May 20, 2023. Tr. 11-12.

42. On May 23, 2023, PPL verified that the necessary repairs were made and restored the Complainant's electric service. Tr. 14-15, 42-43.

43. There have not been any issues with the Complainant's meter since the new meter was installed on May 23, 2023. Tr. 43.

DISCUSSION

The Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of a rule or order, complainant has the burden of proof in this matter. 66 Pa.C.S. § 332(a).

To establish a sufficient case and satisfy the burden of proof, Complainant must show that the Respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). 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 more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, 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 Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 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 & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Upon the presentation by the 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 weight, the Complainant has not satisfied his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

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. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

The Complainant challenged PPL's decision to terminate his electric service on May 19, 2023. The Complainant further challenged PPL's decision to terminate his electric service for emergency reasons without having the Fire Marshall present to certify that there isn't an immediate danger. The Complainant has raised claims of improper termination of service as well as inadequate and unreasonable service.

Regarding interruption and discontinuation of service, Commission regulations provide in pertinent part that "[a] public utility may temporarily interrupt service when necessary to . . . to eliminate an imminent threat to life, health, safety or substantial property damage." 52 Pa. Code § 56.71. Commission regulations further provide that "[w]hen service is interrupted due to unforeseen circumstances, notice of the cause and expected duration of the interruption shall be given as soon as possible to customers and occupants who may be affected." *Id.* at § 56.71(2).

Additionally, PPL is required by law to provide the Complainant with adequate and reasonable service. Section 1501 of the Public Utility Code provides, in relevant part:

§1501. Character of service and facilities

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.

66 Pa.C.S. § 1501.

Interpreting this provision in *West Penn Power Co. v. Pennsylvania Public Utility Commission*, 478 A.2d 947 (Pa. Cmwlth. 1984), the Commonwealth Court stated:

We hold that in order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility, the PUC does not have the authority, when acting on a customer's complaint, to require any action by the utility.

478 A.2d at 949 (footnote omitted).

The statutory definition of “service” is to be broadly construed.² *Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm’n*, 654 A.2d 72 (Pa. Cmwlth. 1995). In applying the facts to the law, the issue becomes whether PPL’s actions as described in the Complaint rise to the level of inadequate service that constitutes a violation of the Public Utility Code.

² “‘**Service.**’ Used 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 ... in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them[.]” 66 Pa.C.S. § 102 (emphasis original).

The record in this matter reflects that on May 19, 2023, a PPL Meter Service Technician visited the service address in response to a work order created on May 18, 2023. Tr. 31, 32-33; PPL Exhibit 2. The work order stated that the meter at the service address had stopped communicating, and requested a technician to go to the address, verify the meter number, and provide status of the service. Tr. 31. The Meter Service Technician observed that the screen on the smart meter at the service address was blank. Tr. 33-34. The Meter Service Technician took the cover off of the meter base and measured the voltage with a volt meter. Tr. 34. The reading showed regular voltage. Tr. 34.

The Meter Service Technician next pulled the meter out in order to measure the voltage without the meter. Tr. 34. When the Meter Service Technician went to take the meter out, the top left jaw came away from the back bar. Tr. 34, 37; PPL Exhibit 3. The Meter Service Technician could not put the meter back safely because to do so would have caused a flash, which could cause injury or damage to the customer's property, including a potential fire at the service address. Tr. 34-37. The Meter Service Technician secured the meter base by inserting a plastic cover and sealing the base. Tr. 38, 40. Once the Meter Service Technician discovered the Complainant's meter base was faulty, for safety reasons the only option was to cut the power. Tr. 40-41. The Meter Service Technician then called for a line cut until the meter service was repaired and the meter could be reinstalled. Tr. 38, 40; PPL Exhibit 2.

The record clearly demonstrates that PPL terminated the Complainant's service due to a faulty meter base that could have caused personal injury or property damage. Due to the emergency nature of the situation with the Complainant's meter base, PPL acted in accordance with Commission regulations by disconnecting the Complainant's electric service without providing prior notice to the Complainant. Moreover, there is nothing in the Commission's regulations, the Public Utility Code or PPL's Commission-approved tariff requiring PPL to contact the Fire Marshall before disconnecting service under these circumstances. Lastly, once PPL verified that the hazardous situation had been corrected, it restored the Complainant's electricity.

While I recognize this caused an inconvenience to the Complainant, based on the record in this matter I cannot conclude that PPL acted inappropriately by disconnecting the Complainant's electric service, or that it provided him with inadequate or unreasonable service. Accordingly, the Complainant's Complaint is denied in its entirety.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.

2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).

3. 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 Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

4. A public utility may temporarily interrupt service when necessary to . . . to eliminate an imminent threat to life, health, safety or substantial property damage. 52 Pa. Code § 56.71.

5. When service is interrupted due to unforeseen circumstances, notice of the cause and expected duration of the interruption shall be given as soon as possible to customers and occupants who may be affected. 52 Pa. Code § 56.71(2).

6. The Complainant failed to meet his burden of demonstrating that PPL improperly interrupted his electric service. 66 Pa.C.S. § 332(a).

7. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service. 66 Pa.C.S. § 1501.

