

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

William Petsch	:	
	:	
v.	:	C-2023-3041848
	:	
PPL Electric Utilities Corp.	:	

INITIAL DECISION

Before
Darlene Heep
Administrative Law Judge

INTRODUCTION

This Initial Decision grants the Complaint in part and denies it in part. PPL Electric Utilities Corporation properly transferred balances from the Complainant’s previous accounts to new accounts opened by the Complainant. However, PPL did not provide reasonable service when finding foreign load in one apartment unit, improperly transferring the account balance from that apartment unit to the Complainant and not investigating a possible meter mix-up. A fine is imposed upon PPL.

HISTORY OF THE PROCEEDING

On July 19, 2023, William Petsch (“the Complainant”) filed a Formal Complaint (“Complaint”) against PPL Electric Utilities Corporation (“Respondent,” “PPL” or “the Company”) with the Pennsylvania Public Utility Commission (“Commission”). On the Formal Complaint Form, Mr. Petsch checked the boxes indicating that there were incorrect charges on his bill and that he was having a reliability, safety or quality problem with his utility service. Mr. Petsch explained on the form that after what PPL identified as a foreign load connection was

rewired, the bill for the associated apartment remained in his name. He also stated that PPL misidentified some of the wiring as foreign load. He also asserts that the Company obstructed his correction of the foreign wiring by instructing the tenants not to sign a PPL form acknowledging that the wiring was changed. He further notes that the foreign load test was conducted by video and that he was told that there would be a reinspection in person, which did not occur.

PPL filed an Answer on August 10, 2023. In the Answer, PPL denied all material allegations. The Company also stated that the service address is a rental property owned by the Complainant and that the Company properly confirmed that there was foreign wiring and transferred the unpaid balances of the rental units' accounts to the Complainant.

On August 11, 2023, an Interim Order Setting Resolution Conference was issued, directing parties to participate in a conference and attempt to resolve the matter. No agreement was reached.

On September 20, 2023, an Initial Call-In Telephonic Hearing Notice was issued, setting the hearing for November 30, 2023. A Prehearing Order was issued on October 10, 2023.

The telephonic hearing convened as scheduled on November 30, 2023. Mr. Petsch represented himself. He called as a witness Regina Prusscak, a former tenant in the service address apartment building. Mr. Petsch introduced no exhibits at the hearing.

PPL was represented by Lindsay Berkstresser, Esq. Testifying on behalf of PPL were Kevin George, PPL Customer Contact Representative, and Donna Brauer, PPL Supervisor of Operations Support. PPL presented 15 exhibits, all of which were admitted into the record.

During the hearing, PPL and the Complainant were directed to submit additional account information no later than December 15, 2023. On December 7, 2023, PPL submitted additional information regarding the charges transferred to the Complainant's account, marked as PPL Exhibit 16.

On January 7, 2024, an Order was issued that gave Mr. Petsch until January 22, 2024 to file a response, reply or objection to PPL Exhibit 16. The Complainant subsequently mailed additional documents and statements to the Commission. The three multi-page exhibits submitted by Mr. Petsch are marked Complainant Exhibit A (Complainant statements and PPL documents and correspondence regarding transfers of charges unrelated to foreign load), Complainant Exhibit B (Estate documentation) and Complainant Exhibit C (Documents and statements regarding foreign wiring).¹

On January 4, 2024, PPL filed objections to admission of some of the documents submitted by the Complainant. On January 22, 2024, the undersigned received the Complainant's reply to PPL's objections, dated January 11, 2022. All post-hearing exhibits submitted by PPL and the Complainant are admitted into the record herein.²

The record closed on January 22, 2024, upon receipt of Complainant's reply to PPL's objections to Complainant Exhibits A, B and C.

FINDINGS OF FACT

1. The Complainant is William Petsch.
2. PPL Electric Utilities Corporation is the Respondent.

¹ Herein, Complainant Exhibits A-C are referenced as attached to the PPL objections filed on January 4, 2024.

² PPL objected to admission of some of the documents submitted by the Complainant post-hearing, asserting that the documents were hearsay. The documents objected to are either: 1) estate related business documents or 2) written statements of the Complainant or tenants. These documents will be admitted. Rules of evidence in an administrative setting are relaxed. However, it is noted that hearsay evidence, when properly objected to, is not acceptable evidence to support a finding. Pa. R.E. 801; *Walker v. Unemployment Compensation Board of Review*, 367 A.2d 366, 370 (Pa. Cmwlth. 1976). Therefore, the objected to documents alone do not form the basis for any findings herein.

3. Mr. Petsch is executor of a family estate which includes 599 Roosevelt Highway, Waymart, Pennsylvania (the building). Tr. 10, 94; Complaint.
4. Mr. Petsch is one of six owners of the estate property. Tr. 27.
5. The building was a motel and is now a four-unit apartment building. Tr. 11, 28-29.
6. Regina Prusscak lived in the building for about four or five years in different apartments and moved out in November of 2022. Tr. 49, 50.
7. Apartment 1 was originally where Mr. Petsch's mother lived, and in size is approximately half of the building and included the boiler/storage room. Tr. 29.
8. The boiler/storage room was part of Apartment 1 and no tenant other than the Apartment 1 tenant had access to that room. Tr. 12, 50.
9. A light and the switch for the boiler, which heats Apartment 1 only, are in the boiler/storage room. Tr. 12-13, 26-27, 50.
10. The tenant in Apartment 1 was responsible for the oil for the boiler. Tr. 12-14.
11. At the time of the foreign load investigation, the tenant in Apartment 1 had purchased several space heaters and did not purchase oil to fill the boiler. Tr. 12-14.
12. Apartments 2, 3 and 4 have electric heat. Tr. 36.
13. In February 2023, the tenant in Apartment 1 contacted PPL about possible foreign wiring to her meter. Tr. 60-65.

14. On February 15, 2023, PPL conducted a virtual inspection for foreign load in Apartment 1. PPL Exhibit 4; Tr. 61.

15. For a virtual inspection, which PPL has conducted since the COVID pandemic, a PPL employee uses Google Meet to call someone at the service address who then walks around and turns various items on while PPL remotely controls the power to the service address. Tr. 66-67, 80,81.

16. If PPL determines through a virtual inspection that there is foreign load wiring, PPL sends the landlord/owner a “Fix Form” to complete to confirm that the foreign wiring connection was corrected. Tr. 26.

17. During the February 15, 2023 virtual inspection of the building, PPL found a light and boiler switch in the boiler/storage room connected to the meter for Apartment 1 and determined that it was foreign load. Tr. 61, 97, 100; PPL Exhibits 2, 4.

18. PPL transferred the Apartment 1 account into the Complainant’s name as of February 15, 2023. PPL Exhibit 4.

19. During a February 17, 2023 telephone conversation with Kevin George, PPL Customer Contact Representative, Mr. Petsch self-reported that a water heater was connected to the meter for Apartment 3. Tr. 63-64, 83.

20. PPL transferred the Apartment 3 account into the Complainant’s name as of February 17, 2023. PPL Exhibit 4.

21. On February 18, 2023, the boiler/storage room light and boiler switch were removed from the Apartment 1 meter. Tr. 23, 130.

22. When the light and boiler switch in the boiler/storage room were removed from the meter of Apartment 1, the Complainant also ended the Apartment 1 tenant's use of the boiler/storage room for storage. Tr. 27.

23. Also on February 18, 2023, the water heater was removed from the Apartment 3 meter. Tr. 23, 130.

24. On February 19, 2023, the Complainant called and faxed a message to PPL advising the Company that the light and switch were removed from the Apartment 1 meter. Tr. 24.

25. PPL mailed a Fix Form to the Complainant on February 27, 2024. Tr. 101; PPL Exhibit 2.

26. On March 1, 2023, PPL sent a foreign wiring notification report to the Complainant. Tr. 103; PPL Exhibit 3.

27. On March 1, 2023, PPL transferred the \$1, 997.76 account balance of Apartment 1 to the Complainant. Tr. 97; PPL Exhibit 1.

28. On March 5, 2023, PPL sent Mr. Petsch a letter stating that it had confirmed that the water heater was connected to the Apartment 3 meter, and PPL would transfer a \$158.82 account balance for the tenant in Apartment 3 to Complainant's account. Tr. 104-105; PPL Exhibit 5.

29. Mr. Petsch asked PPL on several occasions to send someone to the building to inspect in person. Tr. 14, 30, 33, 52.

30. No PPL personnel inspected the building in person. Tr. 14.

31. The tenant in Apartment 1 would not sign the Fixed Form after the change to the wiring in the boiler/storage room was made. Tr. 19, 39, 41.

32. A Fix Form was received by PPL on March 6, 2023 and stated that “the tenant refused to sign.” Tr. 93; PPL Exhibit 2.

33. On April 15th, 2023, PPL issued a reinvestigation order regarding the foreign load at the building. Tr. 94.

34. On April 24, 2023, there was a virtual reinspection and confirmation of the light and boiler switch rewiring. Tr. 68.

35. Ms. Prusscak’s telephone was used to conduct the video foreign load reinspection on April 24, 2023. Tr. 50-51, 68.

36. On April 24, 2023, PPL transferred the Apartment 1 account out of the Complainant's name. Tr. 115.

37. On April 24, 2023, PPL confirmed by remote inspection that the water heater connection to the Apartment 3 meter was removed. Tr. 127.

38. On June 8, 2023, PPL transferred the Apartment 3 account out of the Complainant's name. Tr. 115.

39. When a tenant moved out of an apartment, the Complainant would temporarily open a PPL account in his name while he prepared the apartment for the next tenant. Tr. 20, 22.

40. Any balance on the temporary account of Mr. Petsch was transferred to the next account that he opened with PPL. Tr. 120-121.

41. A balance of \$3,098.28 accumulated for the Complainant when he was the customer of record for Apartment 3 from April 5, 2018 through March 6, 2020. Tr. 125-126.

42. When in September of 2020 the Complainant opened an account in his name for Apartment 4, PPL transferred the Apartment 3 balance to the Complainant's Apartment 4 account and that balance was transferred in March of 2023 to an account that PPL opened for Apartment 1 in the Complainant's name after the foreign load investigation. Tr. 125-126, 142.

43. Mr. Petsch does not dispute that he had service turned on in Apartment 3 to perform rental preparation work. Tr. 20-21.

44. In prior years and during the foreign load inspection period in 2023, Mr. Petsch asked PPL to visit the service address because PPL meters were connected to the wrong apartments, specifically, Apartments 3 and 4. Tr. 14-16, 128.

45. PPL did not send anyone to inspect the Apartment 3 and Apartment 4 meters. Tr. 14-16.

46. A November 18, 2019 letter from PPL to the Complainant states that PPL closed account number 17891XXXXX for Apartment 3 as requested by the Complainant. Complainant Exhibit A, p. 18.

47. PPL Exhibit 16 lists the account number for Apartment 3 as 66342XXXX and the account number for Apartment 4 as 17891XXXX.

DISCUSSION

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). The complainant must establish his case by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A complainant can meet that burden if he presents

evidence more convincing, by even the smallest amount, than that evidence presented by Respondent. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

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 to the evidence presented by the complainant, the complainant has not satisfied his burden of proof. The complainant would then 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), *aff'd*, 461 A.2d 1234 (Pa. 1983).

As a matter of law, to establish a legally sufficient claim, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint to prevail. *Patterson v. The Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must be a violation of the Public Utility Code (Code), a Commission Regulation or Order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

In addition, the Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere trace of evidence or a suspicion of the existence of a fact is insufficient. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

The Code also provides that a public utility has a duty to maintain safe, adequate, and reasonable service and facilities and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. *See* 66 Pa.C.S. § 1501. More specifically, Section 1501 states, in pertinent part, as follows:

§ 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. The term "service" is defined broadly under Section 102 of the Code, in relevant part, as follows:

"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.

“Foreign load” is defined as a condition where the utility meter for a dwelling unit is registering usage not exclusive to the dwelling unit or its occupants. *See, I-A Realty v. Pa. Pub. Util. Comm’n*, 63 A.3d 480 (Pa. Cmwlth. 2013), *app. den.* 74 A.3d 1033 (Pa. 2013). The Code requires that on confirmation of the existence of a foreign load condition, the account must be placed in the name of the property owner. Specifically, the Code states:

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

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

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

66 Pa.C.S. § 1529.1.

The Commission has long held that Section 1529.1 requires a property owner to be responsible not only for the current charges, but for any arrearages on the account as well. The Commission “holds the property owner financially responsible for a tenant’s entire account, once foreign load is verified on the tenant’s service.” *Ace Check Cashing, Inc. v. Phila. Gas Works*, Docket No. C-2008-2056428 at 6 (Opinion and Order entered May 21, 2010) (*Ace Check Cashing*); *see also, Santos v. Metro. Edison Co.*, Docket No. C-00967757 (Opinion and Order entered Aug. 7, 1997). The landlord is responsible for paying the utility bills until the foreign load is corrected. After the foreign load is corrected by the landlord and verified by the utility, the utility is to place the account back into the tenant’s name. *Ace Check Cashing* at 7. However, the landlord remains responsible for any arrearages on the tenant’s account. *Id.* at 7-8.

When a customer opens another service account, the regulations provide that the utility may transfer the outstanding balance from the previous account to the new account. The regulations state in pertinent part:

§ 56.16. Transfer of accounts.

(a) A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days' notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered.

(b) In the event of discontinuance or termination of service at a residence or dwelling in accordance with this chapter, a public utility may transfer an unpaid balance to a new residential service account of the same customer.

52 Pa. Code § 56.16(a), (b).

At issue here are whether PPL should have transferred charges from Apartment 1 to the Complainant due to foreign load, whether PPL should have transferred charges from Apartment 3 to the Complainant, whether PPL should have transferred the balances from other addresses to the Complainant and whether PPL provided reasonable customer service. Ancillary to these issues is whether PPL's actions in this matter rise to the level that a penalty may be imposed.

Foreign Load and Transfer of Balance from Apartment 1 to the Complainant

PPL transferred the account and \$1,997.76 balance from Apartment 1 to the Complainant after PPL concluded that the boiler/storage room light and boiler switch connected to the meter for Apartment 1 constituted foreign load. PPL Exhibits 1, 2. The transfer by PPL was in error.

Complainant credibly testified at the hearing, describing the building in which Apartment 1 is located as part of a family estate of which he is executor. When the Complainant's mother lived at the property, she lived in what is now designated as Apartment 1, which in size is approximately half of the building.

Mr. Petsch further explained that the boiler/storage room light and boiler switch are part of Apartment 1 as the boiler is used to heat only Apartment 1 and therefore it was up to the tenant in Apartment 1 to buy the oil for the heating unit. He noted that when the tenant in Apartment 1 contacted PPL, the Apartment 1 tenant had not purchased oil for the boiler for heating and had purchased and operated several electric heaters in Apartment 1. The Complainant also stated that none of the other tenants has access to the boiler/storage room, which the tenant in Apartment 1 also uses for storage as it is part of the unit. Tr. 12-13, 29, 50. The Complainant ultimately changed the connection when PPL did not send anyone out to investigate the connection in person. Consequently, he ended the boiler/storage room storage and access of the tenant in Apartment 1. Tr. 26-27.

Complainant's witness Regina Prusscak, who was a tenant in the building for about four or five years until the November before the hearing, corroborated Mr. Petsch's testimony that only the tenant in Apartment 1 had access to the boiler/storage room and used it for storage. Tr. 49, 50.

Despite several requests by the Complainant, PPL did not send someone to inspect the purported foreign load in person. Tr. 14, 30, 33, 52. Given the uncontradicted testimony of Mr. Petsch and Ms. Prusscak, the preponderance of the evidence established that at the time that PPL contends there was foreign load, the boiler/storage room and boiler switch and light attached to the meter for Apartment 1 were exclusive to Apartment 1 or its occupants. Therefore, 66 Pa.C.S. §1529.1 was not applicable and PPL improperly transferred the balance of Apartment 1 to the Complainant's account.

Foreign Load and Transfer of Balance from Apartment 3 to the Complainant

PPL transferred the Apartment 3 PPL account and balance of \$158.82 to the Complainant after the Complainant self-reported that a building water heater was connected to the meter for Apartment 3. Tr. 64, 75-76; PPL Exhibit 6. When there is a foreign load, Section

1529.1 requires a property owner to be responsible not only for the current charges, but for any arrearages on the account as well. There is no violation here.³

Transfer of other bills to the Complainant

Mr. Petsch disputed the transfer of what PPL describes as “unpaid balances” to him. Tr. 10. The Complainant acknowledged that when a tenant moved out and work was needed on the apartment, he would have the service turned on in his name to prepare the apartment for the next tenant. Tr. 20, 22. The records show that the Complainant regularly paid the small amounts incurred during those periods of work. PPL Exhibits 11, 12. However, the Complainant questions whether he should be responsible for a balance of approximately \$3,098.28 transferred to his account from Apartment 3 in the building. The record supports a finding that it was not improper for PPL to transfer that amount to the Complainant’s account.

Under 52 Pa. Code § 56.16(a), a customer is to give at least seven days' notice to the public utility and a noncustomer occupant that the service address will be vacated and in the absence of a notice, the customer is responsible for services rendered. A public utility may transfer an unpaid balance to a new residential service account of the same customer under 52 Pa. Code § 56.16(b).

PPL records and testimony established that Mr. Petsch has had several accounts with PPL. PPL Exhibits 11-12, 16. Ms. Brauer testified that the Complainant’s PPL balances are transferred to the next account that he opens in his name. PPL transferred balances from accounts opened by the Complainant at the building and from 110 Prospect Street, where he had service in his name. Tr. 110-114.

³ Mr. Petsch testified that he has been the customer of record for utility services of the property for about eleven years. Tr. 27-28. He also asserted during the hearing that he is the executor and not the exclusive owner of the property, suggesting that any balance transferred due to foreign load should be to the estate rather than to him. Tr. 25, 25, 27. Both Mr. Petsch and PPL submitted documents regarding the ownership issue. PPL Exhibits 13-15, Complainant Exhibit B. Who is the owner and whether the Complainant as executor and part owner should be reimbursed by the estate are matters that should be addressed in a civil court, such as a court of Common Pleas.

A balance of \$3,098.28 was due for Apartment 3 for service provided in the Complainant's name as customer of record from April 5, 2018 through March 6, 2020. When in September of 2020 the Complainant opened an account in his name for Apartment 4, PPL transferred the Apartment 3 balance to the Complainant's Apartment 4 account. Tr. 125-126. PPL opened an account in the Complainant's name for Apartment 1 after the foreign load inspection, to which the balance from Apartment 4 was transferred. Tr. 142. PPL was authorized to transfer these balances to the Complainant's new accounts under 52 Pa. Code § 56.16(b).⁴

Mr. Petsch does not dispute that he had the service turned on in Apartment 3 to perform rental preparation work. Tr. 20-21. The tenants did not change the service to their names when they moved in and there is no showing that the Complainant called PPL to close the account after he completed his preparation work. Therefore, Mr. Petsch is responsible for the balance incurred during the period that he was customer of record. 52 Pa. Code § 56.16(a).

Reasonable Service

The record supports a finding that PPL did not provide reasonable service to the Complainant. Although the COVID emergency is over, PPL continues to primarily conduct remote inspections. While in theory the practice should suffice, under the facts of this case, the use of remote investigations is questionable and unreasonable.

Mr. Petsch requested several times that an in-person inspection be conducted given the uniqueness of the setup of the dwellings in the building; PPL did not send someone to the property. The Complainant was then compelled to remove the light and boiler switch from the meter for the apartment that it served as well as remove the Apartment 1 tenant's belongings from the storage room.

⁴ When asked why the Apartment 1 foreign load balance was not transferred to the Complainant's Apartment 4 account, Ms. Bauer explained that the Apartment 4 account was not active at that time, so PPL created an Apartment 1 account for the Complainant. Tr. 139-140.

Additionally, the failure of PPL to send someone out to the building to investigate whether there was a meter mix-up resulted in confusion regarding a request by the Complainant to close an account. Mr. Petsch several times requested that PPL conduct an in-person inspection of a meter mix-up for Apartments 3 and 4. Tr. 14-16. While the witnesses presented by PPL were not personally aware of the meter mix-up issue, exhibits in the record support Mr. Petsch's concern about the meter mix-up and his testimony that he contacted PPL about the mix-up. Tr. 60, 86; PPL Exhibits 10,16; Complainant's Exhibit A, pp. 18, 19.

A November 18, 2019 letter from PPL to the Complainant confirms that the Company closed the account of Mr. Petsch in Apartment 3, account number 17891XXXXX. Complainant Exhibit A, p. 18. However, PPL Exhibit 16 lists the account number for Apartment 3 as 66342XXXX and the account number for Apartment 4 as 17891XXXX. There are also notations in the customer contact record for Apartment 4 that state that the customer called regarding "bill does not belong to the property dweller" and "the name on the account is not even in their name." PPL Exhibit 10. Also, on May 3, 2022, Mr. Petsch wrote to PPL regarding the transfer of the approximately \$3,000 Apartment 3 account balance to his account. Complainant Exhibit A, p. 19. In the letter, the Complainant refers to the transfer as from Apartment 4. All of the above are examples of the problems that arose because PPL did not conduct in-person inspections of a possible meter mix-up.

The record also supports a finding that the use of a remote inspection procedure can cause undue delay in transferring the service back to the name of the tenant after a foreign load connection is corrected. With a remote inspection, there is the time required to mail out a Fix Form, have it signed, if possible, by the tenant, return the form to PPL and schedule and conduct any re-investigations. This results in an extended time that the owner will be responsible for the tenant's bill.

In this case, the Complainant completed the rewiring of the water heater and the boiler/storage room light and switch on February 18, 2023 and notified PPL on February 19, 2023. Tr. 23-24, 130. PPL mailed out a Fix Form to the Complainant on February 27, 2023. PPL received the completed Fix Form on March 6, 2023, which stated that the tenant refused to

sign. Tr. 93, PPL Exhibit 2. A re-investigation was not set up until April 15, 2023. Tr. 94. The re-investigation did not take place until April 24, 2023. The Apartment 1 account was transferred back to the tenant on April 24, 2023. The Apartment 3 account was not transferred out of the Complainant's name until June 8, 2023. Tr. 114-115

These delays, and incorrectly finding foreign load, could have been avoided if PPL had sent out someone to conduct an in-person inspection, especially upon request in this instant matter. Declining to conduct an in-person inspection here was unreasonable service by PPL in violation of 66 Pa.C.S. § 1501.

Penalties

A public utility that violates the Code or a Commission Order or Regulation may be subjected to a civil penalty of up to \$1,000 per violation for every day of that utility's continuing offense. *See*, 66 Pa.C.S. § 3301(a)–(b). The Commission's policy statement at 52 Pa. Code § 69.1201 establishes specific factors and standards the Commission will consider in evaluating litigated cases involving violations and in determining whether a fine is appropriate.

The factors and standards that will be considered by the Commission include 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.

There is essentially one violation here: PPL provided unreasonable service to the Complainant by not performing an in-person inspection of the premises for the possible meter mix-up and the alleged foreign load. PPL consequently incorrectly determined that there was foreign load and transferred the balance from Apartment 1 to the Complainant, in violation of 66 Pa.C.S. § 1501.

As to factor 1, PPL not sending someone to conduct an in-person inspection, after repeated requests and explanations by the Complainant, was more than an administrative or

technical error. No personal injury or property damage occurred under factor 2, suggesting a lower penalty. The company intentionally did not send out someone to conduct the in-person inspection and nothing in the record suggests that the company may modify or revisit its practices and procedures with respect to remote inspections, which supports a higher penalty under factor 3 and 4.

Under factor 5, there was only one customer affected but the remote inspection and time-consuming process resulted in the Complainant being responsible for the tenants' bills for an extended period. Factors 6 and 7 are not applicable.

A significant fine would be proper to encourage the Company to reconsider its remote inspection policy or at least to allow that there are instances where an in-person inspection is required, particularly when requested by a customer who could possibly be held responsible for additional charges. In *Vaughn v PPL Electric Utilities Corp.*, Docket No. F-2021-3029570, (Order and Opinion Oct. 27, 2022), PPL was fined \$500 when it did not re-investigate foreign load and there was a delay in billing the customer for the foreign load. In *Jones v Philadelphia Gas Works*, Docket No. C-2019-3007984 (Order and Opinion July 16, 2020), the company was fined \$2,000 for failure to pursue timely follow-up to reclaim a meter after an unsuccessful initial attempt.

Here, the company did not investigate the possible meter mix-up and the foreign load assertion in person. It is appropriate to impose a fine of \$500 for each of the three months that lapsed between February of 2023, when PPL was notified of the rewiring, and when the Apartment 3 account was transferred back to the tenant, in June of 2023, plus \$1,000 because the Company did not conduct an in-person inspection. The total fine imposed is \$2,500.

CONCLUSIONS OF LAW

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

2. The Complainant has the burden of proof. 66 Pa.C.S. § 332(a).

3. PPL provided unreasonable service when the Company would not conduct an in-person inspection of the service address where there was a possible meter mix-up, and it was believed that there was foreign load and by the delayed process used by the Company to place an account back in the name of a tenant where foreign load is alleged in violation of 66 Pa.C.S. § 1501.

4. The boiler/storage room was exclusive to Apartment 1 and therefore PPL incorrectly found foreign load and transferred the Apartment 1 account and balance of one-thousand nine hundred and ninety-seven dollars and 76 cents (\$1,997.76) to the Complainant. *I-A Realty v. Pa. Pub. Util. Comm'n*, 63 A.3d 480 (Pa. Cmwlth. 2013); 66 Pa.C.S. § 1529.

5. The Complainant is responsible for services rendered during the time that he was customer of record and did not notify PPL to close his account. 52 Pa. Code § 56.16(a).

6. PPL properly transferred the unpaid balances of the Complainant to new residential accounts of the Complainant. 52 Pa. Code § 56.16 (b).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Objections of PPL Electric Utilities Corporation to admission of the Complainant's exhibits are overruled.

2. That Complainant Exhibits A, B, and C and PPL Exhibit 16 are admitted into the record.

3. That the claims in the Complaint of William Petsch in William Petsch v. PPL Electric Utilities Corporation, Docket Number C-2023-3041848, are granted, in part, and denied, in part.

4. That the claims that PPL incorrectly transferred foreign load from Apartment 1 to the Complainant and that PPL provided unreasonable service are granted.

5. That all other claims of the Complainant are denied.

6. That within 30 days of the final order of the Commission, PPL Electric Utilities Corporation shall remove from the Complainants balance one-thousand nine hundred and ninety-seven dollars and 76 cents (\$1,997.76) plus any associated late fees and interest charges.

7. That, within 30 days of the entry date of the Final Order of the Commission, PPL Electric Utilities Corporation shall remit a civil penalty in the amount of two thousand five hundred dollars (\$2,500), by sending a certified check or money order, payable to “Commonwealth of Pennsylvania” and sent to:

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

8. That a copy of the final Commission Order in this proceeding shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

9. That the Bureau of Administrative Services, Assessment Section shall monitor this matter for compliance.

10. That, if PPL Electric Utilities Corporation fails to make the civil penalty payment required by Ordering Paragraph No. 7 above, within 30 days of the entry date of the Final Order of the Commission, it is further ordered that the Bureau of Administrative Services, Assessment Section, shall refer this matter to the Pennsylvania Office of Attorney General for collection of the total set forth above and appropriate action.

11. That PPL Electric Utilities Corporation shall cease and desist from further violations of the Public Utility Code.

12. That upon receipt of the \$2,500 as directed in Ordering Paragraph 7, this matter be marked closed.

Date: April 17, 2024

/s/
Darlene Heep
Administrative Law Judge