Post & Schell P.C.
ATTORNEYS AT LAW

17 North Second Street
12th Floor
Harrisburg, PA 17101-1601
717-731-1970 Main
717-731-1985 Main Fax
www.postschell.com

Megan E. Rulli

mrulli@postschell.com
717-612-6012 Direct
717-731-1985 Direct Fax
File #: 201985

May 7, 2024

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: William Petsch v. PPL Electric Utilities Corporation
Docket No. C-2023-3041848

Dear Secretary Chiavetta:

Attached for filing please find the Exceptions on behalf of PPL Electric Utilities Corporation in the above-referenced proceeding. Copies are being provided as indicated on the Certificate of Service.

Respectfully submitted,

Megan E. Rulli

MER/kls
Attachment

cc: The Honorable Darlene Heep *(via email; w/attachment)*
Office of Special Assistants *(via email; w/attachment)*
Certificate of Service

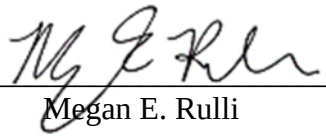
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA FIRST-CLASS MAIL

William Petsch
439 Honesdale Road
Apt #2
Waymart, PA 18472

Date: May 7, 2024



Megan E. Rulli

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

William Petsch,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2023-3041848
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

ANSWER OF PPL ELECTRIC UTILITIES CORPORATION TO THE COMPLAINT OF WILLIAM PETSCH

Kimberly A. Klock (ID # 89716)
Michael J. Shafer (ID # 205681)
PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101
Phone: 610-774-2599
Fax: 610-774-4102
E-mail: kklock@pplweb.com
mjshafer@pplweb.com

Devin T. Ryan (ID # 316602)
Post & Schell, P.C.
One Oxford Centre
301 Grant Street, Suite 3010
Pittsburgh, PA 15219
Phone: 717-612-6052
Fax: 717-731-1985
E-mail: dryan@postschell.com

Megan E. Rulli (ID # 331981)
Post & Schell, P.C.
17 North Second St., 12th Floor
Harrisburg, PA 17101-1601
Phone: 717-612-6012
Fax: 717-731-1985
E-mail: mrulli@ postschell.com

Date: May 7, 2024

Attorneys for PPL Electric Utilities Corporation

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Pennsylvania Court Cases

Pennsylvania Administrative Agency Decisions

Statutes

Other Authorities

I. INTRODUCTION AND BACKGROUND

On July 21, 2023, PPL Electric Utilities Corporation ("PPL Electric" or the "Company") was served with the above-captioned Formal Complaint filed by William Petsch ("Complainant") with the Pennsylvania Public Utility Commission ("Commission"), challenging the Company's transfer of two tenant accounts and the unpaid balances of the Complainant's prior accounts to the Complainant's name following a foreign wiring investigation.

On April 17, 2024, the Commission issued Administrative Law Judge Darlene Heep's ("ALJ") Initial Decision ("ID"), which held that: (1) PPL Electric provided unreasonable service in violation of 66 Pa. C.S. § 1501 by not conducting 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; (2) PPL Electric provided unreasonable service in violation of 66 Pa. C.S. § 1501 by the delayed process used to place an account back in the name of a tenant due to the virtual inspection; (3) PPL Electric incorrectly found foreign load and transferred the Apartment 1 account and balance of $1,997; (4) PPL Electric properly transferred the unpaid balances of the Complainant to new residential accounts of the Complainant; and (5) the Company did not violate Act 54 when it transferred the Apartment 3 account and balance of $158.82 to the Complainant after the complainant self-reported foreign load on the Apartment 3 meter.[1] As such, the ID ordered PPL Electric to: (1) "within 30 days of the final Commission Order in this proceeding, . . . remit a civil penalty in the amount of two thousand five hundred dollars ($2,500)"; and (2) "within 30 days of the final order of the Commission . . . remove from the Complainant's balance one-thousand nine hundred and ninety-seven dollars and 76 cents ($1,997.76) plus any associated late fees and interest charges."[2]

[1] ID at 14, 20; *see also* 66 Pa.C.S. §§ 1501, 1529.1; 52 Pa. Code § 56.16. The rental property owned by the Complainant that is the subject of the Complaint is located at 599 Roosevelt Highway, Waymart, PA ("Service Address"). There are four rental units at the Service Address, *i.e.*, Apartments 1, 2, 3, and 4.

[2] ID at 21.

PPL Electric agrees with the ID that, upon discovery of foreign load in Apartment 3, the Company properly transferred the Apartment 3 account and the unpaid balances of the Complainant's prior accounts to the Complainant's name. Although PPL Electric is not challenging the ID's finding that there was no foreign load on the meter for Apartment 1, PPL Electric maintains that it undertook reasonable efforts to investigate the presence of foreign load on Apartment 1's meter and that the findings of that investigation justified the initial transfer of the Apartment 1 account to the Complainant's name. The Company is also not challenging the ID's requirement to transfer the outstanding balance of $1,997.76 associated with the Apartment 1 account out of the Complainant's name. Rather, PPL Electric's limited Exceptions contest the ID's findings that: (1) the Company's virtual foreign load investigation constituted unreasonable service and led to unreasonable delays in returning the account to the tenant's name after the foreign load was corrected; (2) the Company provided unreasonable service by failing to investigate a potential meter mix at the Service Address; (3) the imposition of a $2,500 civil penalty was warranted; and (4) any civil penalty should be calculated based the time period between February 18 and June 8, 2023.

For these reasons, as more fully explained below, PPL Electric respectfully requests that the Commission grant these Exceptions and modify the ID accordingly.

II. EXCEPTIONS

A. EXCEPTION NO. 1: THE ID ERRED IN FINDING THAT PPL ELECTRIC PROVIDED UNREASONABLE SERVICE TO THE COMPLAINANT BY CONDUCTING A VIRTUAL FOREIGN LOAD INVESTIGATION

The ID erred in finding that that PPL Electric provided unreasonable service to the Complainant by not performing an in-person investigation of the premises for the alleged foreign load. (ID, pp. 15-21.) The Commission should reverse the ID's finding that the Company's virtual foreign load inspection constituted unreasonable service because: (1) Act 54 contains no

requirement that foreign load inspections be conducted in-person; and (2) an in-person inspection would not have changed the outcome or timing of the Company's foreign load investigation.

1. Act 54 Contains No Requirement That Foreign Load Inspections Be Conducted In-Person

The Commission should reverse the ID's findings related to virtual foreign load investigations because the ALJ is essentially reading a new requirement into the Public Utility Code, that utilities have a duty to investigate contested foreign load in person. The ID found that "[d]eclining to conduct an in-person inspection here was unreasonable service by PPL in violation of 66 Pa.C.S. § 1501" and that "delays [in re-investigating the foreign load], and incorrectly finding foreign load, could have been avoided if PPL had sent someone to conduct an in-person inspection, especially upon request in this instant matter." (ID at 17.) The ID went on to impose a civil penalty of $2,500 for this violation, finding that "[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*." (ID at 19) (emphasis added). Although couched in the specifics of this case, the ID in essence forbids the Company from conducting virtual foreign load investigations by requiring the Company to investigate contested foreign load in person.

Nothing in Section 1529.1 of the Public Utility Code ("Act 54"), the Commission's regulations or orders, or the Company's Commission-approved tariff requires the Company to conduct in-person foreign load investigations. The relevant provision of Act 54 provides that:

> **(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.

66 Pa. C.S. § 1529.1(b) (emphasis added). Under Act 54, utilities are required to list accounts for rental units that are not individually metered, *i.e.*, contain foreign load, under the owner's name. *See id*. However, nothing in the language of Act 54 addresses the methodology utilities must use to investigate foreign load complaints.

The duties of utilities under Act 54 have been gradually outlined and clarified through Commission Opinions and Orders.[3] Contrary to this clarifying precedent, the ID essentially creates a new requirement for utilities to investigate contested foreign load in person. Specifically, the ID puts the onus on PPL Electric to investigate foreign load in person any time the findings of a foreign load investigation are disputed by a landlord, reasoning that this requirement is necessary because the landlord could potentially be held responsible for additional charges. (ID at 19.) However, a landlord always has the potential to be held responsible for additional charges under Act 54, because Act 54 is designed to compel landlord action by making landlords responsible for tenant accounts with foreign load. *See* 52 Pa. Code § 1529.1. Thus, to comply with the ID's holding, the Company would be required to investigate contested foreign load investigations in person, regardless of the efficacy of a virtual investigation under the circumstances. This decision sets a new and demanding standard for foreign load investigations not required by Act 54 and

[3] *See, e.g.*, *Flowers v. PECO Energy Company*, 2023 Pa. PUC LEXIS 276, Docket No. F-2023-3037961 (Order entered Oct. 19, 2023) ("[a] public utility has an affirmative duty under Section 1529.1 of the Code to investigate a rental premise upon receiving from a tenant-customer a foreign load or high bill complaint and to transfer the account to the property owner upon discovering a foreign load"); *Franckowiak v. PPL Electric Utils. Corp.*, 2006 Pa. PUC LEXIS 53, Docket No. C-20054687 (Order entered July 3, 2006) ("*Franckowiak*") (finding that utilities are required to transfer responsibility for service from the tenant to the landlord effective the first billing period that the company suspected that there was foreign load).

interferes with the Company's ability to determine how best to carry out foreign load investigations.

The precise method used to investigate foreign load is a managerial decision that should be left to the utility and guided by the factual circumstances of the investigation at hand. It is well-established that "[t]he Commission is not empowered to act as a super board of directors for the public utility companies of this state," and that utilities have the "right of self-management." *Metropolitan Edison Co. v. Pa. PUC*, 437 A.2d 76 (Pa. Cmwlth. 1981) ("Absent a showing of abuse or discretion or arbitrary action by the public utility, the Commission lacks authority to interfere with the general management decisions of the public utility . . . The management decisions required to achieve reasonable rates and service are generally left to the public utility.") (internal citations omitted). The decision of whether a particular foreign load investigation should be conducted in person or virtually is an internal management decision that should not be restricted by the Commission.

Further, PPL Electric has a history of success with virtual foreign load investigations that should not be discarded due to the outcome of one foreign load investigation. The Company began conducting virtual foreign load inspections during the COVID-19 pandemic to investigate foreign load complaints safely and efficiently. Tr. 80-81. Video calls allow the Company to view the relevant features of the rental unit to determine which items are connected to the rental unit's meter, as if the inspector was there in person. Tr. 79-81. Importantly, since the deployment of AMI meters, the Company is able to remotely shut off a customer's meter during the foreign load investigation. Tr. 79-81. This remote shut off ability is less disruptive to customers and safer because it avoids problems with physically shutting off and restoring the power, such as not being

able to get the main breaker to reset. Tr. 80-81. Since the COVID-19 pandemic, the Company has continued to conduct the majority of its foreign load investigations virtually. Tr. 81.

Virtual inspections also have many benefits, including that they produce cost savings that are ultimately passed on to customers and protect tenants from retaliatory acts from landlords. It is axiomatic that conducting inspections virtually is cheaper and less time intensive than rolling a truck and sending a contractor to conduct the investigations in person. In addition, virtual inspections protect tenants from retaliatory acts by landlords by allowing the Company to investigate foreign load claims without alerting the landlord. Tr. 84-85. Virtual inspections are more discreet, as a Company employee and vehicle are not required to be on the premises. This furthers the tenant protections created under Act 54 by giving tenants the opportunity to have their foreign load complaints investigated by utilities without alerting landlords and risking retaliation.

As explained fully in Section II.A.2, below, the record demonstrates that conducting an in-person investigation would have produced the same result in this case. However, the ID imposes a fine on the Company for conducting an in person investigation and sets a new standard for the Company to conduct in person foreign load investigations moving forward. This finding is only going to increase the cost and expense incurred by the Company to conduct foreign load investigations, without any record evidence demonstrating that an in-person investigation would have improved the accuracy of the findings.

For these reasons, the Commission should reverse the ID's finding that PPL Electric has a duty to investigate contested foreign load in person.

2. Conducting an In-Person Foreign Load Investigation Would Not Have Changed the Outcome of the Investigation in This Case

The ID incorrectly concluded that the Company's virtual foreign load investigation led to an inaccurate determination that there was foreign load on the meter for Apartment 1 and delayed

the return of the Apartment 1 account to the tenant's name. The ID held that "by not performing an in-person inspection of the premises for . . . 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." ID at 18. However, an in-person investigation would not have changed the Company's initial determination that Apartment 1's meter had foreign load and it would not have shortened the timeline for transferring the account out of the Complainant's name. As such, the ID's finding that the virtual foreign load investigation led to an incorrect foreign load designation and delayed re-investigation should be reversed.

Crucially, the Company's determination that the meter for Apartment 1 had foreign load was based on factors not influenced by the virtual nature of the investigation. Here, the tenant for Apartment 1 contacted the Company to report a suspicion of foreign wiring on her meter and asked the Company to investigate. Tr. 60-61. As such, the Company coordinated and performed a virtual investigation with the Apartment 1 tenant to investigate her claims. Tr. 60. Through the virtual investigation, the Company determined there was foreign load on the meter because: (1) the light and switch in a utility room, off a separate laundry room and not inside the tenant's apartment, was connected to her meter; and (2) the tenant expressed shock that the light was connected to the meter and communicated that she was not aware that she was responsible for the light and switch in the utility room. Tr. 62, 65. These findings led the Company to determine that there was foreign load on Apartment 1's meter.[4] The Company's transfer of the Apartment 1 account to the Complainant's name following the virtual investigation was reasonable given the factual

[4] The Company's conclusions are reasonable considering similar cases have been determined to be foreign load by the Commission. *See, e.g.*, *John F. Carmody v. PPL Electric Utilities Corporation*, 2017 Pa. PUC LEXIS 215, Docket No. C-2016-2559799 (October 26, 2017) (finding motion sensor light in common use shed constituted foreign wiring) *William Reviello v. PPL Electric Utilities Corporation*, 2019 Pa. PUC LEXIS 13, Docket No. F-2017-2636807 (Order entered January 17, 2019) (finding hall lights in a common area constituted foreign wiring).

circumstances, which gave rise to a reasonable suspicion that there was foreign load on Apartment 1's meter. Indeed, Commission precedent requires the Company to make this transfer and notify the landlord within the first billing period that the utility suspects there is foreign load.[5]

Moreover, the Complainant's own actions after being notified appeared to confirm the Company's initial determination that foreign load was present, because the Complainant immediately removed the utility room light and switch from Apartment 1's meter. Tr. 23-24. The following timeline was established by the record in this case:

- On February 15, 2023, the virtual investigation of foreign load for Apartment 1 was carried out (Tr. 61, 97, 100) and the Company transferred the Apartment 1 account into the Complainant's name (PPL Exhibit 4).

- On February 17, 2023, the Company contacted the Complainant to follow-up on claims related to the presence of foreign load on the meter of Apartment 3. Tr. 63-64, 83. During that call, the Complainant confirmed the presence of foreign load on Apartment 3's meter, and the Company informed the Complainant that pursuant to Act 54, the accounts for Apartment 1 and Apartment 3 would be transferred to his name due to the foreign load determination. Tr. 84.

- On February 18, 2023, the Complainant hired an electrician who rewired the utility room and removed the light from the utility room from the Apartment 1 meter. Tr. 23.

- On February 19, 2023, the Complainant notified the Company that the light and switch were removed from the Apartment 1 meter. Tr. 24.

These undisputed facts demonstrate that the day after the Complainant learned that the Company determined Apartment 1's meter had foreign load, the Complainant corrected the issue, and that the Complainant notified the Company of his actions the following day. Thus, the Complainant's

[5] *See Franckowiak* at *14. In *Franckowiak*, PPL Electric was penalized for failing to place the Complainant's account in the property owner's name after foreign wiring was "strongly suspected." *Id.* at *8-9. PPL Electric argued that "it cannot place an account in the property owner's name unless and until it substantiates the existence of foreign wiring." *Id.* at *9. However, the Commission found this interpretation of § 1529.1 to be "too narrow and would permit (and perhaps encourage) property owners to thwart the legislative intent by failing to promptly and fully cooperate with a utility's foreign wiring inspections." *Id.* The Commission confirmed that the burden is on the owner of the property, not the tenant, to arrange for investigation of foreign wiring claims, holding that a utility should transfer "responsibility for service effective the first billing period that the company suspected that there was foreign load." **Id.* at 14. In addition, PPL Electric was ordered to pay a civil penalty of $500.00, for "[n]ot promptly placing the account in the landlord's name," in violation of Section 1529.1 of the Public Utility Code. *Id.* at *10.

actions immediately following notification of the foreign load determination confirmed the Company's initial suspicion of foreign load. The virtual nature of the foreign load investigation did not influence the Complainant's actions.

Similarly, the ID's finding that the virtual investigation caused a delay in the account being returned to the tenant's name was incorrect. The time period between the virtual investigation and the verification of the rewiring, was not attributable to the virtual investigation. First, the ID incorrectly found that because the Company failed to re-investigate the claim "the Complainant was then compelled to remove the light and boiler switch from the meter for that apartment that it served as well as remove the Apartment 1 tenant's belongings from the storage room." (ID at 15.) As detailed in the timeline above, only three days passed between the Company's virtual foreign wiring investigation and the Complainant's rewiring of the Apartment 3 meter, and only one day had passed from the time the Company informed the Complainant of the suspected foreign load. (ID at 5-6.) Thus, there was no delay due to the virtual investigation that forced the Complainant to fix the wiring of Apartment 1.

Neither did the virtual investigation result in a delay in transferring the Apartment 1 account out of the Complainant's name. On February 27, 2023, the Company mailed the Complainant a Fix Form to complete, which verifies to the Company that the foreign load has been removed through a description of the work performed, a signature of the landlord, and a signature of the tenant. (ID at 6.) In cases where the tenant refuses to sign the Fix Form, an order to re-investigate is triggered, and the Company contacts the landlord and sets up another investigation to confirm that the foreign load issue has been corrected. Tr. 93-94. Here, the Company received the Fix Form for Apartment 1 on March 6, 2023, which indicated that the tenant refused to sign and confirm that the foreign load issue had been corrected. Tr. 93. Because the tenant did not sign

the fix form, an order to re-investigate the foreign load was issued on April 15, 2023, and the virtual re-investigation took place on April 24, 2023. Tr. 94. During that virtual re-investigation, the Company confirmed that the utility room light and switch were no longer on the meter for Apartment 1, and transferred the account back to the tenant's name the same day. Tr. 94. The time period between the Company's receipt of the Fix Form and re-investigation was 40 days. This delay, which the Company maintains is not unreasonable, was due to the tenant for Apartment 1's refusal to sign the Fix Form, not due to the virtual nature of the foreign load investigation. Indeed, the Company's re-investigation was also carried out virtually, which allowed the Company to accurately verify there was no foreign load and place the account back in the tenant's name. Tr. 68.

Here, the ID also found that the virtual investigation delayed the transfer because of "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." (ID at 16.) However, these procedures are part of all foreign load investigations, virtual or in-person, and have been put in place to: (1) provide the owner notice that foreign load was determined to be present in the rental property and the opportunity to correct the foreign load; (2) provide the owner with a Fix Form to complete once the foreign load is corrected; (3) provide the Company with verification that the foreign load was corrected, either through the consent of the tenant or re-investigation with the landlord; and (4) ensure that the account is only transferred out of the owner's name *after* the correction of the foreign load has been verified. Tr. 93. These procedures are proper under the requirements of Act

54 and necessarily take time to complete. *See* 52 Pa. Code § 1529.1.[6] An in-person investigation would not relieve the Company or the Complainant from complying with these policies designed to ensure that foreign load has been corrected. Instead, the Company's policies related to foreign load, including the ability to investigate claims virtually, balance the interests of the tenant and the landlord, consistent with the goal of Act 54 to protect tenants from paying for electricity that should be the responsibility of the property owner.

As such, the ID erroneously concluded that the Company's virtual investigation constituted unreasonable service, because an in-person investigation would not have altered the Company's initial finding of foreign load or negated the need to verify that the suspected foreign load was corrected. The ID's findings that the Company provided unreasonable service to the Complainant, because the virtual inspection led to an incorrect determination that foreign load existed and delayed the transfer of the tenant's account out of the Complainants name, should be reversed.

For these reasons, PPL Electric respectfully requests that the Commission grant Exception No. 1 and reverse the ID's findings that: (1) the Company must investigate contested foreign load in person; and (2) the Company provided unreasonable service by conducting the foreign load investigation virtually.

B. EXCEPTION NO. 2: THE ID'S FINDINGS RELATED TO AN ALLEGED METER MIX ARE NOT SUPPORTED BY SUBSTANTIAL EVIDENCE

The ID incorrectly found that the Company provided unreasonable service to the Complainant by failing to investigate a possible meter mix between Apartments 3 and 4. (ID at 16-17.) Specifically, the ID erred by Adopting Finding of Fact No. 44, which states:

> 44. In prior years and during the foreign load inspection period in 2023, Mr. Petsch asked PPL to visit the service address

[6] *See also Binelli v. Met. Edison Co.*, 2018 Pa. PUC LEXIS 266, Docket No. C-2017-2597097 (Order entered July 12, 2018), at *14 ("It is 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").

> because PPL meters were connected to the wrong apartments, specifically, Apartments 3 and 4. Tr. 14-16, 128.

(ID at 8.) As a result, the ID also erred as a matter of law in concluding that "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 . . ." (ID at 20.)[7] Neither the ID's Finding of Fact No. 44, nor the Conclusion of Law based upon that finding, are supported by substantial evidence in the record and, therefore, the ID's findings related to the alleged meter-mix should be reversed.

The ID's finding that the Complainant had requested an investigation of a possible meter mix was based on: (1) the Complainant's unsubstantiated assertions that he had previously asked the Company to investigate a possible meter mix; (2) a failure to give weight to the Company's testimony rebutting the Complainant's meter mix claims; (3) statements by the Complainant in an unauthenticated letter presented on page 19 of Complainant's Exhibit A related to forwarding bills to a new address; and (4) certain entries in PPL Electric Exhibits 10 and 16 related to prior accounts in the Complainant's name for Apartments 3 and 4 at the Service Address. For the reasons explained below, none of these items constitute substantial evidence that the Company failed to investigate a possible meter mix at the Service Address.

First, the Complainant's sole evidence in support of his claim that he notified the Company of a possible meter mix consisted of vague and unsubstantiated assertions raised for the first time at hearing. Specifically, the Complainant stated: "And I begged PPL on seven letters, please come, because they have the wrong – the meters hooked up to the wrong apartments . . . I told them to

[7] It is unclear whether the ID imposes a civil penalty on the Company based on its findings related to a possible meter mix at the Service Address. As such, the Company is addressing the ID's findings regarding a possible meter mix and challenging any civil penalty amount attributable to the ID's findings related to a possible meter mix, which the Company maintains were not based on substantial evidence in the record.

come see the situation and what happened," and "And I sent them letters after letters with the apartment number and the meter number, but they still didn't change it." Tr. 14-15. After claiming to have sent the letters "ranging from June 7th, July 18th of [2022]," the ALJ asked him to send copies of the letters verifying these claims within two weeks following the hearing. Tr. 16. The Complainant agreed to send the letters on the record during his direct testimony. Tr. 16.

However, the Complainant failed to include any such letters in any of the three exhibits submitted following the hearing, leaving his claims related to the alleged request unsubstantiated. *See generally* Complainant's Exhibits A, B, and C. The Complainant's mere bald assertions that he alerted the Company to a possible meter mix cannot be considered evidence in this proceeding, because "mere bald assertion, personal opinions or perceptions do not constitute evidence to bolster a claim." *See Pa. Bureau of Corr. v. City of Pittsburgh, 532 A.2d 12 (Pa. 1987); see also Leung v. Philadelphia Gas Works,* 2021 Pa. PUC LEXIS 519, Docket No. F-2020-3020041 (Opinion and order entered Oct. 28, 2021) (rejecting Complainant's claim that she did not request service be placed in her name because she did not produce any evidence to support her allegations). Although given the opportunity to substantiate his claims, the Complainant's Exhibits contain no evidence corroborating his bald assertions that he notified PPL Electric of a possible meter mix and requested that the Company investigate the claim. As such, the ID's reliance on the Complainant's assertions as evidence in support of Finding of Fact No. 44 and as evidence that the Company provided unreasonable to service to the Complainant, was in error.

Second, the ID erred in failing to give weight to the Company's testimony rebutting the Complainant's claims related to a requested meter mix investigation. Instead, the ID states that "[w]hile 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." (ID at 16.) The record does not support the ID's characterization of PPL Electric's testimony and evidence on this issue. In fact, PPL Electric's witness, Mr. Kevin George, testified that he handles meter mix investigations for PPL Electric as well as foreign load investigations. Tr. 59. Mr. George consistently testified that the Complainant never raised the meter mix issue with him during his direct testimony (Tr. 59-60), cross-examination by the Complainant (Tr. 71-73), and direct questioning by the ALJ (Tr. 86-87).

In addition, PPL Electric's second witness, Ms. Donna Brower, Supervisor of Operations Support for PPL Electric, testified that she was familiar with and had reviewed the complete history of the Complainant's accounts, but was unaware of any suspicion of a meter mix at the Service Address. Tr. 92. PPL Electric's exhibits related to the Complainant's prior accounts also contain no record of a suspected meter mix, or request to investigate a meter mix. *See generally* PPL Electric Exhibits 1-16. At the very least, this consistent testimony from PPL Electric's credible witnesses, supported by the Company's Exhibits, should have been considered as rebuttal sufficient to counter the Complainant's claims related to a possible meter mix at the address. The ID's finding that the Company failed to follow up on a suspected meter mix is not supported by the record, considering the Company's rebuttal of the Complainant's unsubstantiated claims.

Third, the ID erred in relying upon an unauthenticated letter submitted by the Complainant as part of the Complainant's Exhibit A, as the letter is unauthenticated and does not contain a request for the Company to investigate a possible meter mix up. A true and correct copy of the purported letter is attached hereto as **Appendix A**. Initially, the letter does not include any postmark or address sufficient to support a finding that it was ever sent to or received by PPL Electric. *See* Appendix A; Complainant's Exhibit A, p. 19. The contents of the letter are similarly inconclusive. The letter reads in full:

> 5-3-22
>
> To whom it may concern:
>
> From 4-1-18 to 3-1-20
>
> Tim Askew and Amanda Wardow occupied Apt. 4 at 599 Roosevelt Hy. Waymart PA 18472. They called in and had the bills sent to amandaweirdo "G" mail account. No bills were sent to me and after 2 ye[ars] explaining this and also PP &L had wrong apt #, with numerous other mistakes. They want me to pay after they failed to transfer names, realized I have [indecipherable] accounts with PP& L and never ask for paperless building. Again Tim Askew & Amanda Weirdow's ne[w] address is 640 Roosevelt Hy Waymart PA 180. PP&L needs to forward the bill there.
>
> thank you

Appendix A; Complainant's Exhibit A, p. 19. Even assuming, *arguendo*, that this letter was sent to PPL Electric, a reasonable reading of the letter simply indicates a request was made for the Company to forward bills related to Apartment 4 to the tenant's new address. The letter does not contain a request for the Company to perform a meter mix investigation for Apartment 4's meter, and a reasonable reading of the letter would not put the Company on notice of a possible meter mix between Apartments 3 and 4. As such, the ID erred by relying on this letter as evidence that the Complainant requested a meter mix investigation.

Fourth, the ID's reliance on certain provisions in PPL Electric Exhibits 10 and 16 is similarly misplaced. The referenced entries in PPL Electric Exhibit 10 do not demonstrate the Company had notice of a possible meter mix between Apartments 3 and 4. A true and correct copy of PPL Electric Exhibit 10 is attached hereto as **Appendix B**. Specifically, the referenced entries in the customer contact history of Apartment 4, dated March 5, 2021, state in their entirety:

> "slip sent to us for this acct short note on it stating the bill does not belong to the property dweller. They did not identify themselves. They stated the name on the acct is not even in their name. state fraud proceedings have started. There are no notes abt fraud."

> "Contact ltr sent to whoever is residing or receiving PPL bills to contact us to resolve the issue. Open up the acct under the correct name. etc."

Appendix B; PPL Electric Exhibit 10, p. 1. A reasonable reading of the first entry demonstrates that an unidentified caller reported that they were receiving bills for an account that was not in their name, and states that they have initiated a fraud claim with "the state." Accordingly, the second entry demonstrates that a letter was sent to the address asking the resident to contact the Company regarding the issue. As such, the entries in Exhibit 10 do not support a finding that the Company was put on notice of and failed to investigate a possible meter mix, but rather that the Company promptly followed up with a customer related to a claim of possible fraud on the account. The ID erred by relying on these entries as evidence that the Complainant requested a meter mix investigation or that the Company was placed on notice of a suspected meter mix.

Similarly, PPL Electric Exhibit 16 also does not contain evidence of a suspected meter mix of Apartments 3 and 4. The ID states that "PPL Electric Exhibit 16 lists the account number for Apartment 3 as 66342XXXX and the account number for Apartment 4 as 17981XXXX" although "the account number closed for Apartment 3 was confirmed by the Company to be number 17891XXXX." (ID at 16.) A true and correct copy of PPL Electric Exhibit 16 is attached hereto as **Appendix C**. PPL Electric Exhibit 16 details the history of balance transfers from prior accounts in the Complainant's name. While Exhibit 16 shows that Apartment 3 was associated with account numbers beginning 66342 and Apartment 4 was associated with account numbers beginning 17891, the exhibit also shows that at one point in time the balance associated with Apartment 3 (account number beginning 66342) was transferred to an account associated with Apartment 4 (account number beginning 17891). *See* Appendix C; PPL Electric Exh. 16, p. 1. The Company maintains that a difference between the account numbers listed in a letter sent by the Company in November 2019 and the Company's records summarized in PPL Electric Exhibit

16 does not tend to show that the Company was aware of a possible meter mix between Apartments 3 and 4. The Complainant has had a series of accounts in his name at the Service Address, dating back to 2010. These balances were transferred to the Complainant during periods the apartments were unoccupied or tenants did not change service to their names. (ID at 15.) Importantly, the ID found that these balance transfers were proper and carried out in accordance with 52 Pa. Code § 56.16(b). (ID at 15.) As such, PPL Electric Exhibit 16 does not support a finding that the Company was put on notice of a possible meter mix, but rather documents the Company's history of transferring of prior account balances to the Complainant.

In sum, the only items in the record supporting a finding that the Company failed to investigate a possible meter mix, are the Complainant's unsubstantiated assertions to that effect. However, these claims were rebutted by PPL Electric witnesses who were familiar with the Complainant's accounts and investigated foreign load at the Service Address. The ID erred by failing to properly credit the Company's testimony, which rebutted the Complainant's claims that he requested a meter mix be investigated. (ID at 16.) In light of the lack of record evidence on the meter mix issue, substantial evidence does not support the ID's finding that the Company provided unreasonable service to the Complainant because it was placed on notice of and failed to investigate a possible meter mix for Apartments 3 and 4. As such, the ID's findings related to the meter mix issue should be reversed.

For these reasons, PPL Electric respectfully requests that the Commission grant Exception No. 2 and modify the ID accordingly.

C. EXCEPTION NO. 3: THE COMMISSION SHOULD REVERSE THE ID'S IMPOSITION OF A CIVIL PENALTY BECAUSE THE ID'S JUSTIFICATION FOR THAT CIVIL PENALTY LACKS FACTUAL AND LEGAL SUPPORT

The Commission should modify the ID to eliminate the imposition of a civil penalty of $2,500 because the ID's alleged support of the civil penalty lacks factual and legal support.

After finding that the Company provided the Complainant with unreasonable service by conducting a virtual inspection of the foreign load complaint, the ID applied the ten factors (the *Rosi* factors) set forth in the Commission's Policy Statement for evaluating whether a civil penalty should be imposed for violating a Commission order, regulation, or statute. (ID at 17-19.) These factors are: (1) whether the conduct at issue was of a serious nature; (2) whether the resulting consequences of the conduct at issue were of a serious nature; (3) whether the conduct at issue was deemed intentional or negligent; (4) whether the regulated entity made efforts to modify internal policies and procedures to address the conduct at issue and prevent similar conduct in the future; (5) the number of customers affected and the duration of the violation; (6) the compliance history of the regulated entity that committed the violation; (7) whether the regulated entity cooperated with the Commission's investigation; (8) the amount of the civil penalty or fine necessary to deter future violations; (9) past Commission decisions in similar situations; and (10) other relevant factors. *See* 52 Pa. Code § 69.1201(c).

The ID found that factor 2 weighed in favor of a lower penalty, factors 6 and 7 did not apply here, factors 1 and 5 weighed in favor of imposing a penalty, and factors 3, 4, 8, and 9 weighed in favor of a higher penalty.

1. The ID Erred in Finding that the First and Third *Rosi* Factors Weigh in Favor of a Penalty, Because the Record Evidence Establishes the Company's Virtual Investigation of the Foreign Load was Reasonable

The first and third *Rosi* factors provide as follows:

> (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.
>
> (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.

52 Pa Code §69.1201(c)(1), (3). When applying the first and third *Rosi* factors, the ID found that "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" and that "the company intentionally did not send out someone to conduct the in-person inspection . . . which supports a higher penalty under factor 3 . . ." (ID at 18-19.) The ID's findings under the first and third *Rosi* factors are not supported by evidence of record.

Although not an "administrative or technical error," the Company's conduct in this instance was not of a serious nature justifying a civil penalty. Rather, the record evidence demonstrates that the Company's determination that foreign load existed on Apartment 1 was reasonable considering the location of the utility room and the tenant's shock that the utility room light and switch were connected to her meter. Tr. 60-65. Further, the Complainant rewired the meter for Apartment 1 *one day* after being notified of the Company's foreign load finding, which confirmed the Company's suspicions and triggered the issuance of a Fix Form to verify that the foreign load had indeed been fixed. (ID at 6.)

In addition, the ID's characterization of the Company's actions as willful refusals to re-investigate the foreign load in person are misplaced, because the Company's reasonable suspicion of foreign load appeared to have been confirmed by the Complainant's own actions. A virtual re-investigation occurred within 40 days of notice of the foreign load correction, which confirmed the utility room had been removed from the Apartment 1 meter. (ID at 6-7.) Importantly, the re-investigation was required because the tenant refused to sign the Fix Form. Tr. 93-94. Placed into context, the Company's conduct demonstrates a reasonable investigation into a foreign load Complaint culminating in a virtual re-investigation that led to the transfer of the account out of the Complainant's name.

As such, the ID erred in finding that the first and third *Rosi* factors weigh in favor of imposing a civil penalty.

2. The ID Erred in Finding that the Fourth *Rosi* Factor Supports the Imposition of a Civil Penalty, Because the Company's Virtual Investigations are Effective and Efficient

The fourth *Rosi* factor provides as follows:

> (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.

52 Pa Code §69.1201(c)(4). When applying the fourth *Rosi* factor, the ID found that "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 . . . 4." (ID at 19.)

The Company's first Exception explains in detail the benefits of conducting foreign load investigations virtually and the reasons why the Company should not be required to modify its

internal policy to perform in-person foreign load investigations. Moreover, the Company's first Exception also demonstrates that an in-person investigation in this case would not have altered the Company's initial finding of foreign load or negated the need to verify that the suspected foreign load was corrected. Based on the reasons laid out in the Company's first Exception, the Company should not be required to revisit its foreign load investigation methodology and a civil penalty should not be imposed for its failure to do so.

For these reasons, the ID erred in finding that the fourth *Rosi* factor weighs in favor of imposing a penalty.

3. The ID Incorrectly Found that the Fifth *Rosi* Factor Weighs in Favor of Imposing a Penalty, Because the Virtual Investigation Did Not Delay the Return of Apartment 1's Account to the Tenant's Name

The fifth *Rosi* factor provides as follows:

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

52 Pa Code §69.1201(c)(5). When applying the fifth *Rosi* factor, the ID reasoned that "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." (ID at 19.) The Company's first Exception explains the reasons that the virtual foreign load investigation did not cause a delay in returning the account to the Complainant's name. Instead, the tenant's refusal to sign the Fix Form caused the 40-day delay between receipt of notice that the foreign wiring was removed from Apartment 1's meter and removing the Apartment 1 account from the Complainant's name. As such, the ID erred in attributing the delay to the Company's virtual investigation.

However, even assuming that the virtual investigation caused a delay, the ID's characterization of the delay as "an extended period" is incorrect. Initially, the Company maintains

that the period at issue is between March 6, 2023, the date the Company received the Fix Form from the Complainant, and April 24, 2023, the date the Company verified that the light and utility switch were not on Apartment 1's meter. In total, 40 days passed between first notice and re-investigation of the correction to Apartment 1's meter. This time period, only slightly longer than an average billing period, does not warrant a civil penalty. The Company must be provided time to verify the correction of suspected foreign load and cannot be required to transfer the account out of a landlord's name immediately upon notice without verification, especially considering the Company is placed in the middle of two competing interests, *i.e.*, the landlord and the tenant. *See Ace Check Cashing Inc. v. Philadelphia Gas Works, et al.*, 2010 Pa. PUC LEXIS 794, Docket No. C-2008-256428 (Opinion and Order entered May 21, 2010) ("*Ace Check Cashing*"). Rather, the Company should be afforded sufficient time to investigate, verify, and re-investigate foreign load claims. In this case, the Company maintains that a 40-day period for re-investigation does not warrant the imposition of a civil penalty.

For these reasons, the ID erred in finding that the fifth *Rosi* factor weighs in favor of imposing a penalty.

4. The ID Incorrectly Found that the Eighth *Rosi* Factor Weighs in Favor of a Higher Penalty

The eighth *Rosi* factor provides as follows:

> (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.

52 Pa Code §69.1201(c)(8). When applying the eighth *Rosi* factor, the ID reasoned "[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." (ID at

19.)[8] The Company's first Exception explains that the virtual nature of the foreign load investigation did not affect the outcome of the investigation and did not delay the Company's transfer of the account out of the Complainant's name. The Company's first Exception also details why the virtual investigation did not constitute unreasonable service. Based on the reasoning laid out in the Company's first Exception, the imposition of a higher civil penalty for a practice that did not result in unreasonable service is inappropriate.

In addition, the testimony of PPL Electric witness Mr. Kevin George confirmed that the Company is not limited to virtual investigations. In this case, Mr. George followed up the virtual investigation of Apartment 1 with a phone call to the Complainant regarding Apartment 3, because the Company could not virtually confirm to which meter a hot water heater at the Service Address was connected. Tr. 63-64. Here, the Complainant confirmed that the hot water heater was connected to the meter of Apartment 3, which triggered the placement of that account in the Complainant's name. Tr. 64. This follow-up investigation demonstrates that the Company follows up by other means when a virtual investigation is not sufficient. Therefore, the ID's finding that a significant fine is necessary to encourage the Company to change its virtual investigation policy is inapposite, as the Company can conduct in-person foreign load inspections when warranted under the circumstances.

For these reasons, the ID erred in finding that the eighth *Rosi* factor weighs in favor of imposing a "significant fine."

[8] The Company wants to provide reasonable service to its customers and comply with Act 54. However, the Company has faced civil penalties in the past for not placing an account in the landlord's name quickly enough upon a strong suspicion that foreign load was present on a tenant's meter. *See Franckowiak* at *10. Here, the record evidence demonstrates that the Company had good cause to suspect that foreign load was present. *See* Section II.A.2, *supra*. As such, the Company immediately transferred the tenant's account to the owner's name. *See* PPL Electric Exh. 4. Moreover, the Complainant's immediate reaction upon notice of the Company's finding, in rewiring the meter for the affected tenant, appeared to confirm the Company's suspicion that foreign load existed. Tr. 23. Here, the ID imposes a fine on the Company for acting quickly upon a strong suspicion of foreign load. The Company does not need a civil penalty to be encouraged to comply with Act 54. Rather, the Company needs clarity.

5. The ID's Reliance on *Vaughn* and *Jones* to Support the Civil Penalty under the Ninth *Rosi* Factor is Misplaced

The ninth *Rosi* factor provides as follows:

(9) Past Commission decisions in similar situations.

52 Pa Code §69.1201(c)(9). When addressing the ninth *Rosi* factor, the ID cited the Commission's decisions in *Vaughn v. PPL Electric Utilities Corporation*, 2022 Pa. PUC LEXIS 351, Docket No. F-2021-3029570 (Order entered October 27, 2022) ("*Vaughn*") and *Jones v. Philadelphia Gas Works*, 2020 Pa. PUC LEXIS 317, Docket No. C-2019-3007984 (Opinion and Order entered July 16, 2020) ("*Jones*") as support for a civil penalty 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 ID's reliance on these cases is misplaced.

An examination of *Vaughn* illustrates why no civil penalty is warranted in this case. In *Vaughn*, the Commission found that PPL Electric's 75-day delay between suspecting foreign load at a rental unit, and notifying the owner and transferring the affected account to the owner's name, prejudiced the owner and violated Sections 1529.1 and 1501 of the Public Utility Code. *Vaughn.* at *9. The reliance on *Vaughn* here is misplaced for a few reasons. Importantly, in *Vaughn*, PPL Electric also conducted a virtual foreign load inspection but the Commission neither found that the virtual inspection constituted unreasonable service nor penalized the Company for that practice. *Id.* at *1, *10-12. Further, in *Vaughn*, the Commission determined that a $500 penalty was appropriate considering the 75-day delay in providing notice to the owner, which delayed the owner's ability to correct the foreign load. *Id.* at *14. By contrast, here there is no dispute that: (1) the Complainant received notice of the foreign load issue within *two* days; (2) the Complainant had the opportunity to correct the issue immediately, and in fact did correct the issue within one

day; and (3) the reason for the delay in returning the account to the tenant immediately was outside the Company's control as the tenant refused to sign the Fix Form. Tr. 93-94. Following the reasoning in *Vaughn*, the appropriate action to correct any prejudice sustained by the Complainant would be to return the account balance associated with Apartment 1 to the tenant's name, relief granted under the ID that the Company is not challenging.

The ID's reliance on *Jones* is similarly misplaced. In *Jones*, the Commission found that Philadelphia Gas Works ("PGW") provided unreasonable service by failing to follow up on its initial meter reclamation activity for approximately *eight years*, which led to the complainant accumulating unauthorized usage charges of over $24,000. *See Jones* at *31. There, the Commission fined the Company $250 for every year that the Company failed to attempt to reclaim the meter at the service address, for a total civil penalty for eight years of inaction of $2,000. *Id.* at *33. By contrast, the time period at issue in the present case is 40 days, and the ID's total recommended civil penalty is larger than that imposed against PGW for eight years of inaction, *i.e.*, $2,500. The time period in *Jones* is simply not a reasonable comparison for purposes of calculating a civil penalty in this case. Thus, any civil penalty imposed should be considerably less than that imposed for the 8-year delay in *Jones* or the 75-day delay in *Vaughn*.

Finally, the Company could not locate a single case in which the Commission penalized a utility for conducting a foreign load investigation virtually. The ID's addition of a $1,000 penalty solely because the investigation was virtual is not supported by prior Commission precedent and is not called for based on the record in this case. The Company maintains that the virtual investigation did not constitute unreasonable service. For the reasons explained in the Company's Exception No. 1, penalizing the Company for conducting a virtual foreign load investigation is not

warranted because Act 54 contains no requirement that foreign load investigations be conducted in person and an in-person investigation would not have changed the outcome in this case.

Based on the foregoing, PPL Electric respectfully requests that the Commission grant Exception No. 3, reverse the imposition of the $2,500 civil penalty, and modify the ID accordingly.

D. EXCEPTION NO. 4: THE ID'S METHOD FOR CALCULATING THE CIVIL PENALTY SHOULD BE CORRECTED

The Commission also should correct the ID's timeframe for calculating the ordered civil penalty, though the Company maintains that no civil penalty is warranted in this case. The ID states that "[i]t 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." (ID at 19.) Specifically, the ID references the time period from February 18, 2023 (the date the Complainant called the Company to report the wiring had been fixed in Apartment 1), to June 8, 2023 (the date the Company transferred the account for Apartment 3 out of the Complainant's name), or 110 days. This timeframe is incorrect and should be rejected.

First, the start date for this time period is incorrect. Under the ID's reasoning, PPL Electric should be imposed a civil penalty for failing to return the account to the tenant's name immediately upon receipt of a verbal, unsubstantiated claim from an owner that foreign load had been corrected. This standard runs afoul of the Commission's precedent, which requires a utility to verify the foreign load has been corrected before transferring the account out of the landlord's name. *See Ace Check Cashing* at *11. The appropriate starting point, if any, for calculating a period of delay in re-investigating the foreign load, would be March 6, 2023, the date the Company received the Fix Form from the Complainant related to Apartment 1.

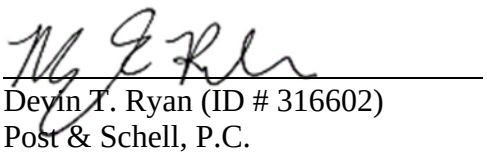
Second, the end date for this time period is also incorrect, because it is based on the return of Apartment 3's account to the tenant's name rather than the return of Apartment 1's account. The ID found that there was no violation related to PPL Electric's transfer of the account and balance from Apartment 3 to the Complainant. (ID at 14.) As such, the appropriate end date for a civil penalty based on a violation related to Apartment 1 would be the date the Company removed the Apartment 1's account from the Complainant's name, *i.e.*, April 24, 2023. Therefore, any civil penalty should be calculated based on the 40-day time frame between March 6, 2023, and April 24, 2023.

For these reasons, if a civil penalty is imposed, PPL Electric respectfully requests that the Commission grant Exception No. 4 and modify the ID accordingly.

III. CONCLUSION

WHEREFORE, the Pennsylvania Public Utility Commission should grant PPL Electric Utilities Corporation's Exceptions and enter a Final Order consistent with these Exceptions that adopts the Initial Decision, as modified, to remove the findings, conclusions, and ordered relief related to the findings that: (1) the Company's virtual foreign load investigation constituted unreasonable service and led to unreasonable delays in returning the account to the tenant's name after the foreign load was corrected; (2) the Company provided unreasonable service by failing to investigate a potential meter mix at the Service Address; (3) the imposition of a $2,500 civil penalty was warranted; and (4) any civil penalty should be calculated based the time period between February 18 and June 8, 2023.

Respectfully submitted,



Devin T. Ryan (ID # 316602)
Post & Schell, P.C.
One Oxford Centre
301 Grant Street, Suite 3010
Pittsburgh, PA 15219
Phone: 717-612-6052
Fax: 717-731-1985
E-mail: dryan@postschell.com

Megan E. Rulli (ID # 331981)
Post & Schell, P.C.
17 North Second St., 12th Floor
Harrisburg, PA 17101-1601
Phone: 717-612-6012
Fax: 717-731-1985
E-mail: mrulli@ postschell.com

Kimberly A. Klock (ID # 89716)
Michael J. Shafer (ID # 205681)
PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101
Phone: 610-774-2599
Fax: 610-774-4102
E-mail: kklock@pplweb.com
mjshafer@pplweb.com

Date: May 7, 2024

Attorneys for PPL Electric Utilities Corporation

Appendix A

Also sent to PPL

5-3-22

to whom it may concern:

from 4-1-18 to 3-1-20

Tim Askew and Amanda Weirdow occupied Apt. 4 at 599 Roosevelt Ny. Wyomart PA 18772.

they called in and had the bills sent to Amanda Weirdow "@" mail Accounts

No bills were sent to me. And after 2 yo explaining this and also PPL had wrong Apt #. with numerous other mistakes, they un me to pay after they failed to transfe names, realized I have 2 accounts with PP and never ask for payment bills.

Again Tim Askew & Amanda Weirdow's ne address is 640 Roosevelt Ny. WyomART PA 18 PPL needs to forward this bill there.

Thank you

Appendix B

Account Contact History

Account: [redacted] Customer Name: WILLIAM J PETSCH

From 11/21/2019 to 11/21/2023

Contact Date	Contact Type	Remarks	User
2021-03-05	Miscellaneous	WATT Scanned - Dispute Work Item 2659971 Completed	MARISELA TALERO
2021-03-05	Miscellaneous	WATT ID 2659971 Contact ltr sent to whoever is residing or receiving PPL bills to contact us to resolve the issue. Open up the acct under the correct name. etc.	MARISELA TALERO
2021-03-05	Miscellaneous	WATT ID 2659971 slip sent to us for this acct short note on it stating the bill does not belong to the property dweller. They did not identify themselves. They stated the name on the acct is not even in their name. state fraud proceedings have started. There are no notes abt fraud	MARISELA TALERO
2021-03-04	Miscellaneous	WATT ID 2659971 working fraud-recategorize to Disputes	APRIL L HOGAN
2021-02-16	Miscellaneous	WATT Scanned - Fraud Work Item 2659971 Created	KOFAX
2021-01-13	Connect/Disconnect	Caller Back Office Ratepayer User Comments working watt dispute 2644085 tried to contact customer no answer sending WUR tennant called to connect 11 18 20 customer billed to that date stated tennant should be responsible	VALERIE A DICINDIO
2021-01-13	Correspondence - General	Template Name Master Utility Report Created By VALERIE A DICINDIO Letter Edited No CS Letters ID 3897717	CSLET
2021-01-13	SC - GRACE EXTENSION	Suspend Charge automatically added by CSLET	CSLET
2021-01-13	WUR Assessment	Back Office Ratepayer. Caller s Concern Account End Date. Position Stated Yes. Sat No. WUR Required Yes. Provided PUC No.	VALERIE A DICINDIO
2020-12-15	Correspondence - Collections	Final Bill Reminder	
2020-11-30	SC - GRACE EXTENSION	added grace extension to allow time for Covid-19 pre-termination letter mailing	e186726
2020-11-30	Special Situation	COVID-19 Pre-term Notice Sent. Refer to Einstein COVID-19 page for pay assist info. All res customers are eligible for a new non-catch up at this time. Comm accounts - transfer to Small business team	CSLET
2020-11-24	Miscellaneous	COVID-19 Pre-term Notice Sent	CSLET
2020-11-17	Connect Issued	CTP-Customer caller REGENA T PRUSSACK CallerRelation Ratepayer date of connect 11 18 2020 new address 599 ROOSEVELT HWY APT 4 WAYMART PA 18472 DepositAmt 0 DepositReq No Pre Bal 0 Pre Bal Req No ID Req No Send AddName Letter No Customer Satisfied Understands Yes	ARLINYS RODRIGUEZ
2020-11-17	Are You Moving Letter	Are You Moving Letter	
2020-10-05	Continuous Transfer Letter	Continuous Transfer Letter	
2020-10-05	Continuous Transfer	THIS ACCOUNT IS CURRENTLY IN A CONTINUOUS TRANSFER RELATIONSHIP. SEE THE MAINTAIN TRANSFER HISTORY WINDOW FOR DETAILS.	SYSTEM SYSTEM
2020-09-29	Choice Inquiry	New Connect Privacy Release Default - OK to Release All	SYSTEM SYSTEM
2020-09-29	Connect Completed		BATCH
2020-09-28	Password Required	Caller WILLIAM J PETSCH Ratepayer User Comments PIN 6301	ANNAMARIE RODRIGUEZ
2020-09-28	WUR Assessment	WILLIAM J PETSCH Ratepayer. Caller s Concern Application for Service. Position Stated Yes. Sat Yes. WUR Required No. Provided PUC No. Interested in SO No.	ANNAMARIE RODRIGUEZ
2020-09-28	myPPL Alerts - CSS WEB	Caller Name WILLIAM J PETSCH Relationship Ratepayer Agreed to T Cs-Enrolled	ANNAMARIE RODRIGUEZ
2020-09-28	Maintain Bill Account	Caller WILLIAM J PETSCH Ratepayer added - as alternate phone Does Not Have	ANNAMARIE RODRIGUEZ
2020-09-28	Connect Questions	TYPE OF CONNECT REQUEST METERED RATEPAYER OWNS THE PROPERTY Y RATEPAYER WILL OCCUPY THE PROPERTY N NON-RESIDENTIAL USE ASSOCIATED WITH THE PROPERTY NONE TYPE OF PROPERTY RENTAL RESIDENTIAL ELECTRIC HEAT Y RESIDENTIAL USE ASSOCIATED WITH THE PROPERTY RESIDENTIAL USE WILL BE FOR THE RATEPAYERS SOLE BENEFIT	ANNAMARIE RODRIGUEZ
2020-09-28	Connect Issued	Electric CTP-Customer caller William Petsch -LL CallerRelation Ratepayer date of connect 09 29 2020 new address 599 ROOSEVELT HWY APT 4 WAYMART PA 18472 DepositAmt 0 DepositReq No Pre Bal 0 Pre Bal Req No ID Req No Send AddName Letter No	ANNAMARIE RODRIGUEZ

Appendix C

WILLIAM J PETSCH

599 ROOSEVELT HWY WAYMART PA 18472

Designation	Service Dates	Active/Final/Written off	Final /Current Balance Due	Transferred?
*HSE, COMMON USE	01/21/10 - Current	Active 95291[redacted]	$0.00	No
APT 1 Prev ACT 54	02/15/23-4/24/23	02801[redacted]	$6732.79	[redacted]
Apt 2	11/09/16-5/26/18 12/01/12 - 12/10/12 01/21/10-4/9/11	53423[redacted] 53423[redacted] 53423[redacted]	$0.00 $0.00 $0.00	
Apt 3 Prev ACT 54	1/21/10-1/30/10 2/14/18-3/1/18 4/5/18-3/6/20 2/17/23-6/6/23	66342[redacted] 66342[redacted] 66342[redacted] 66342[redacted]	$0.00 $61.64 $3098.28 $727.98	- Trans to 66342-[redacted] Trans to 17891-[redacted] *158.82 was from Tenant due to Act 54
Apt 4	01/21/10-03/20/13 03/29/16-06/01/17 07/18/19-10/22/19 02/04/20-05/04/20 05/04/20-8/27/20 09/29/20-11/18/20	17891[redacted] 17891[redacted] 17891[redacted] 17891[redacted] 17891[redacted] 17891[redacted]	$0.00 $30.22 $188.90 $214.07 $0.00 $3303.03	- Trans to 17891-[redacted] Trans to 02801-[redacted] Trans to 17891-[redacted] - Trans to 02801-[redacted]
Apt 5	01/21/10-	Meter Removed		
Apt 8	01/21/10-	Meter Removed		

Business Use

All unpaid balances in William J Petsch name, final transferred to 02801[redacted]

17891[redacted] 599 ROOSEVELT HWY *APT 4 (07/18/19-10/22/19) **$188.90**

66342[redacted] 599 ROOSEVELT HWY *APT 3 (02/14/18 – 3/1/18) **$61.64 trans to [redacted]in next total)**

66342[redacted] 599 ROOSEVELT HWY *APT 3 (04/05/18 – 03/06/20) **$3098.28**

17891[redacted] 599 ROOSEVELT HWY *APT 4 (09/29/20 – 11/18/20) **$3303.03 (included balance from 66342[redacted] above)**

91171[redacted] - 110 PROSPECT ST *APT (04/07/20 – 06/03/22) $**110.00**

****

Money transferred from Tenant account to owner account due to Act 54 Foreign Load findings:

3/2/23 - Transferred tenant's, (MARY ELIZABETH MARTIN [redacted]), final unpaid balance of **($1,997.76)** to owner's account (WILLIAM J PETSCH 02801[redacted]).

3/5/23 - Transferred tenant's, (BARBARA CZUJAK [redacted]), final unpaid balance of **($158.82)** to owner's account (WILLIAM J PETSCH 66342[redacted]).