

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Dawn Renee Crawford	:	
	:	
v.	:	C-2024-3051621
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Gail M. Chiodo
Deputy Chief Administrative Law Judge

INTRODUCTION

This decision denies the Formal Complaint of an electric service customer who seeks the restoration of service. Following a hearing held, the customer did not meet her burden of proof that when the Company disconnected her service for safety reasons the Company violated the Public Utility Code, Commission regulation or order, or the Company’s Commission approved tariff.

HISTORY OF THE PROCEEDING

On October 14, 2024, Dawn Renee Crawford (Complainant) filed a Formal Complaint (Complaint) against PPL Electric Utilities Corporation (PPL or Company) with the Pennsylvania Public Utility Commission (Commission or PUC). In her Complaint, Ms. Crawford avers that the Company unlawfully terminated her electric service without providing proper notice to her. The Complainant also avers that the local

borough authorities improperly condemned her residence as unsafe. As relief, Ms. Crawford wants the PUC to order PPL to immediately restore her service.

On November 4, 2024, the Company timely filed an Answer. The Company admitted that service was disconnected on July 29, 2024, after it received written notice from the local borough authority that the residence at the service location was condemned as dangerous and unsafe. The Company avers that under the circumstances it was not required to provide advance notice of service termination to Ms. Crawford. The Company also avers it will restore service once the Complainant resolves the safety issues with the local borough officials and the condemnation is lifted.

On November 7, 2024, a Hearing Notice was issued scheduling a telephone hearing for January 10, 2025, and assigning me as the presiding officer. On November 13, 2024, Ms. Crawford filed what has been docketed as “additional information.” This filing includes several attachments. On December 6, 2024, a Prehearing Order was issued advising the parties of various procedures that would govern the hearing, including how to submit proposed exhibits for the hearing.

On January 10, 2025, a telephonic evidentiary hearing was held. The Complainant represented herself, testified on her own behalf and presented the testimony of her caretaker. Ms. Crawford did not submit any proposed hearing exhibits as instructed in the Prehearing Order, but asked that the attachments to her “additional information” filing be admitted. The Company’s attorney, Alice A. Wade, Esquire, objected to this request on the basis that she had not been served the “additional information.” Counsel further explained that while Complainant did email her separately some documents, it was not clear whether these documents were same as the proposed documents. (Tr. 28-30). I instructed the Complainant that if she wanted me to consider the admission of any proposed exhibits, that following the hearing she must

email them to me, copying counsel for the Company, and that the Company would have an opportunity to object to their admission. (Tr. 80-81, 91).

During the hearing, the Company presented the testimony of three witnesses who sponsored four exhibits which were admitted into the record. They are:

- PPL Exhibit 1 – Account activity statement
- PPL Exhibit 2 – Account contacts
- PPL Exhibit 4 – BCS No. 4010413 Report, closed 8/21/2024
- PPL Exhibit 5 – Disconnect letter from Tri-County COG IBC
Inspection Service to PPL dated July 7/26/2024

On January 14, 2025, the Complainant served on me and Attorney Wade via email several proposed exhibits. On January 24, 2025, the Company filed objections to the Complainant's proposed exhibits in the form of a letter. On January 28, 2025, the Complainant filed a response to PPL's objections.

On February 7, 2025, a 94-page hearing transcript was filed with the Commission. On March 21, 2025, the hearing exhibits were filed with the Commission.

For all reasons discussed below, the Complainant's proposed exhibits will be denied admission into the evidentiary record and the Complaint will be denied and dismissed.

FINDINGS OF FACT

1. The Complainant is Dawn Renee Crawford.
2. The Respondent is PPL Electric Utilities Corporation, a jurisdictional Commission public utility.

3. The Complainant is the owner of the property located at 549 Chestnut Street, Kulpmont Borough, Northumberland County, Pennsylvania (service location). (Tr. 13).

4. The service location is one-half of a residential two-story duplex, and other people own and reside in the adjoining duplex. (Tr. 13, 55).

5. The Complainant's caretaker, Chloe Santiago, resided at the service location with the Complainant at all relevant times to this matter. (Tr. 26).

6. Tri-County COG IBC Inspection Services (Tri-County COG) is certified by the Pennsylvania Department of Labor and Industry (L&I) to provide building code services for Kulpmont Borough (Kulpmont Borough or Borough), Northumberland County. (Tr. 48-49).

7. On August 4, 2023, the Kulpmont Borough Zoning Code Officer called Tri-County COG for assistance due to numerous complaints she received regarding the condition of the service location including an excessive number of cats, an overwhelming cat urine smell, cats chewing on electrical cords, and a cat getting into the wall and falling through the ceiling of the adjoining duplex. (Tr. 36, 38, 50, 52).

8. Stephen Bielskie has been the Administrator of Tri-County COG for 21 years, he is a master code professional with the International Health Council, holds various certificates with L&I, is a residential and commercial building code official and inspector who is authorized to administer the Pennsylvania Uniform Construction Code (UCC). (Tr. at 48-49; PPL Exhibit 5).

9. Addison Moroz is employed at Tri-County COG as a building code official and residential and commercial building inspector. (Tr. at 34-35).

10. On September 6, 2023, Mr. Bielskie, Mr. Moroz and another employee of Tri-County COG, Larry Wade, arrived at the service location to conduct a code and safety inspection; Mr. Bielskie remained outside for his own health concerns due to the overwhelming smell of cat urine at the entrance to the home. (Tr. at 50).

11. During the inspection Mr. Moroz observed, among other things: that the rear egress of the home was blocked from the installation of a patio; that flammable material was stored around the oil burner; that there were loose panels and holes in some of the walls; that there were loose junction boxes and exposed wiring in the attic; that there was evidence of a present or past roof leak; that a rough estimate yielded a total count of 35 cats; and that there was an overwhelming smell of cat urine. (Tr. 37).

12. As a result of their September 2023 inspection, Tri-County COG concluded that the service location posed a safety threat to the electrical system as well as a fire hazard. (Tr. at 37-38; 51-54).

13. Following the September 2023 inspection, Tri-County COG gave the Complainant a notice of code and safety violations and a certain time period to remedy them. (Tr. 35).

14. On July 3, 2024, the Complainant surrendered 27 cats to the Pennsylvania Society for the Prevention of Cruelty to Animals (PSPCA). (Tr. 9, 17).

15. Ms. Crawford currently possesses eight cats at the service location. (Tr. 12-13).

16. The Kulpmont Borough Code provides that the Complainant may possess a maximum of two cats at the service location. (Tr. 51).

17. Mr. Bielskie and Tri-County COG tried to work with Ms. Crawford to resolve the Code and safety violations for over a year but Ms. Crawford would not comply. (Tr. 53).

18. Since the September 2023 inspection, the Complainant has not allowed Tri-County COG back into the home to determine if any corrections were made. (Tr. 40).

19. On July 18, 2024, the service location was officially legally condemned as dangerous and unsafe. (Tr. 46-47).

20. Notice of the condemnation was hand-delivered to the Complainant by Officer Marzio of the Kulpmont Borough Police Department. (Tr. 46-47).

21. According to Mr. Bielskie, the condemnation of a house is not a public record per the UCC unless “I [Tri-County COG] get a written letter from the owner of the property that it’s okay to release it.” (Tr. 60).

22. Both the written notice of condemnation and Mr. Bielskie personally advised the Complainant that condemnation meant that no one, including her, could live at the service address and if the violations were not remedied within five days, he would request the Company to turn off the electric power to the residence. (Tr. 53, 64).

23. By letter dated July 26, 2024, Mr. Bielskie requested PPL disconnect the service at the service location because the residence was legally condemned for safety

reasons including fears of an electrical fire starting (*Condemnation Letter*). (Tr. 55-56; PPL Exhibit 5).

24. On July 29, 2024, PPL received the *Condemnation Letter* and issued a work order to have the electrical service disconnected for safety purposes. (Tr. 73; PPL Exhibit 2).

25. On July 29, 2024, PPL disconnected electric service to the service location for safety reasons without providing notice to the Complainant. (Tr. 72, 79; PPL Exhibit 2).

26. On July 29, 2024, Ms. Crawford called PPL and complained that her service was not on; PPL advised Ms. Crawford that the Company could not restore power until the condemnation was lifted, or it was advised by Borough officials that the residence was safe. (Tr. 74; PPL Exhibit 2).

27. On August 16, 2024, Ms. Crawford called PPL, falsely identified herself as “Dickie Smalls,” and requested service be turned on; service was not restored. (Tr. 12, 74; PPL Exhibit 2).

28. The Company maintains it will restore service once the Complainant resolves the safety issues with the local borough officials and the condemnation is lifted. (Tr. 26).

DISCUSSION

Burden of proof

As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail

and that the offense is a violation of the Public Utility Code (Code), the Commission's regulations, or order. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. P.U.C. 196 (1990) (*Patterson*); 66 Pa.C.S. § 701. As the party seeking affirmative relief from the Commission, a complainant has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. 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 customer shifts to the company. If the evidence presented by the company is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the company. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982) (*Burleson*). While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*).

Additionally, any decision of the Commission must be supported by substantial evidence in the record; more is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980). As the Commission explained, "[O]pinions and conclusions cannot be relied upon as substantial evidence in a decision by this agency." *Norman v. Phila. Gas Works*, Dkt. No. C-2018-2640719, at 30 (Opinion and Order entered Oct. 7, 2021).

Complainant's position

The Complainant seeks a Commission order directing the Company to immediately restore electric service at her residence. The Complainant contends all the following: that PPL violated her rights under the Code by not providing her notice of termination before disconnecting her service; that PPL has no proof that there are any safety concerns with her residence; that Tri-County COG is ignoring her medical need that she needs electricity for her nebulizer; that she surrendered 27 cats to the PSPCA and any remaining male cats were neutered; that the Borough ordinance which limits her to possessing two cats in her residence violates her due process rights; that Tri-County COG has no authority to condemn her home; that since there is no public record of the condemnation, it is invalid; that any safety concerns are not legitimate; and that the cats do not chew on wires. (Tr. 87-88).

In support of her argument that her residence is safe, Ms. Crawford submitted several proposed exhibits which can be described as photographs of: (1) a PSPCA “surrender and release form” dated 7/24/2024 showing Ms. Crawford turned over 27 cats to PSPCA; (2) an Orkin bed bug inspection report dated 8/12/2024 with a comment that there is no reason electricity should be shut off; (3) “page 1 of 6” of an invoice of Thomas Edison Electric Company dated 8/1/2024; and (4) pages 7-8 of a homeowner policy with American Modern logo for policy period 09/20/2024 – 09/20/2025.

PPL's position

The Company contends that the Complainant failed to show that PPL violated the Code, Commission regulations or the Company's Commission approved tariff. Rather, the Company argues that PPL's termination of service is supported by the relevant section of the Code, 66 Pa.C.S. § 1406(c)(1)(iv), which provides that a public

utility may terminate service without notice for safety reasons. Thus, the Company contends that once it received the *Condemnation Letter* from Kulpmont Borough, that notice of termination was not required but could take effect immediately. PPL also points out that the safety language exception to the Code's general notice of termination requirement which is embodied in Section 1406(c)(1)(iv), is identical to the language in the Commission's regulations at 52 Pa. Code § 5698(a)(4), and similar to language in the Company's Commission approved tariff, Rule 10. (Tr. 82-84).

Additionally, the Company also contends that its termination was proper on the basis of fraud pursuant to Section 1406(c)(1)(ii) of the Code; Section 56.98(a)(2) of the Commission Regulations; and Rule 10 of its Commission approved tariff. 66 Pa.C.S. § 1406(c)(1)(ii); 52 Pa. Code § 56.98(a)(2); Rule 10 Company's Tariff. These provisions all provide that a public utility may immediately terminate service for a customer's fraud or material misrepresentation of the customer's identity for the purpose of obtaining service. The Company argues that during the hearing Ms. Crawford admitted falsely using the name "Dickie Small" to have service turned back on. In the Company's view, since the Complainant misrepresented her identity to PPL in an effort to circumvent the proper process of reconnection by having the condemnation lifted, the termination and lack of restoring service can be deemed proper on this basis. (Tr. 84-85).

Further, the Company contends that all the issues which Ms. Crawford raises are between her and Kulpmont Borough. For their part, the Company argues that at all times PPL acted properly and reasonably, and it was proper to terminate service without notice once the Company became aware of the condemnation for, in part, electrical safety issues. Further, PPL argues that the Complainant presented no evidence to show all of the safety conditions have been met that would warrant PPL to consider reconnecting service, and in any event, the Complainant would still need to resolve these issues with the Borough. (Tr. 84-86).

Finally, PPL objects to the admission of all of the Complainant's proposed exhibits on the basis that they lack relevance and a proper foundation. The Company contends that it appears that the Complainant did not prepare these documents, and some are incomplete, or contain suspect notations¹ on them so that their authenticity was not established. *See* PPL's objection filed on Jan. 24, 2025.

Disposition

As a general rule, a public utility is required to provide notice to a customer before terminating service. *See* 66 Pa.C.S. § 1406(a)-(b); 52 Pa. Code § 56.91. But this notice requirement does not apply in cases where the customer has engaged in actions that violate a Commission approved tariff provision so as to endanger the safety of a person or the integrity of the public utility's delivery system. 66 Pa.C.S. § 1406(c)(1)(iv); 52 Pa. Code § 56.98(a)(4). For all the reasons discussed below, in the instant case, the record evidence shows that PPL acted properly, reasonably, and consistent with the applicable provisions of the Code, Commission Regulations, and its Commission approved tariff. Consequently, the Complaint must be dismissed for the failure of the Complainant to meet her burden of proof. *Burleson, Milkie*.

Initially, it should be noted that for approximately the past twenty years, Chapter 14 of the Code, the Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419 (Chapter 14), applied to procedures by which residential utility service may be terminated. However, Chapter 14 expired on December 31, 2024. Nonetheless, this decision will apply Chapter 14 for two reasons. First, the Complaint was filed prior to

¹ Mr. Bielskie explained that on the face of the proposed exhibit from Orkin that there is no Orkin address with their registration number on it, and in his experience, an "Orkin representative would never, ever, ever write on their bill that there's no reason that these people don't have power." (Tr. 61).

the expiration of Chapter 14—i.e., October 14, 2024.² Second, applying Chapter 14 is consistent with the Commission’s guidance in its Statement of Policy addressing the anticipation of the sunset of Chapter 14 in *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Dkt. No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024). In this Policy Statement, the Commission explained that, pursuant to Commission regulations and to provide certainty to the utilities, consumers and all affected stakeholders, that the Commission will maintain its application of its regulations codified at Chapter 56 which were amended in response to Chapter 14. Therefore, this decision will be based upon the applicable provisions in Chapter 14, Chapter 56 of the Commission Regulations, as well as the Commission-approved tariff.

Specifically, the applicable provisions authorizing when a utility may terminate a customer’s service without notice of the Code, Commission Regulations and the Company’s Commission approved tariff are, in relevant part:

§ 1406. Termination of utility service.

(c) Grounds for immediate termination.--

(1) A public utility may immediately terminate service for any of the following actions by the customer:

(ii) Fraud or material misrepresentation of the customer's identity for the purpose of obtaining service.

(iv) Violating tariff provisions on file with the [C]ommission so as to *endanger the safety of a person or the integrity of the public utility's delivery system.*

² See *Ghaderi v. St. Bd. of Osteopathic Med.*, 302 A.3d 240 (Pa. Cmwlth. 2023); *Miegoc v. W.C.A.B.*, 961 A.2d 269 (Pa. Cmwlth. 2008).

66 Pa.C.S. § 1406(c)(1)(ii), (iv) (emphasis added).

§ 56.98. Immediate termination for unauthorized use, fraud, tampering or tariff violations.

(a) A public utility may immediately terminate service for any of the following actions by the customer:

(2) Fraud or material misrepresentation of the customer's identity for the purpose of obtaining service.

(4) Violating tariff provisions on file with the Commission which *endanger the safety of a person or the integrity of the public utility's delivery system*.

52 Pa. Code § 56.98(a)(2), (4) (emphasis added).

Rule 10 – Disconnection and Reconnection of Service.

B. Termination.

(2) The Company may terminate the supply of electric service upon notice to customer when appropriate, under any of the following conditions:

(b) The customer's installation, in Company's judgment, has become *dangerous or defective or Company has received notice of such a condition*, or the customer's equipment or use thereof may impair the equipment of the Company or the servicer to other customers.

Tariff Rule 10(B)(2)(b), Supp. No. 102 to Electric Pa. P.U.C. No. 201, 4th Rev. p. No. 14. (emphasis added).

In the instant case, the relevant facts to resolve this matter are not in dispute. On July 29, 2024, the Company received the *Condemnation Letter* which requested the Company disconnect service at the service location because it was legally condemned as dangerous and unsafe, including fears of an electrical fire starting. Upon receiving this *Letter*, PPL disconnected service without notice to the Complainant. The *Condemnation Letter* was from the Administrator of Tri-County COG, the certified code and building inspector for Kulpmont Borough. (Tr. 55-56, 72-73, 79; PPL Exhibits 2, 5).³

Therefore, under the safety concerns brought to its attention by the Borough, PPL's termination without notice was consistent with the provisions of the Code, the Commission Regulations, and its Commission approved tariff. All of these provisions explicitly allow for termination without notice for the safety concerns which are present in the instant case. 66 Pa.C.S. § 1406(c)(1)(iv); 52 Pa. Code § 5698(a)(4); Tariff Rule 10.⁴

Next, I find that the Complainant's argument and proposed evidence is misplaced and not relevant before this Commission. Ms. Crawford devotes the majority of her case to challenging the legality and validity of the Borough's condemnation of the service location as dangerous and unsafe. However, this decision focuses, as it must, on the actions of the Company, not the Borough. As a matter of law, a complainant must show that PPL is responsible or accountable for the problem described in the Complaint in order to prevail and that the offense is a violation of the Code, the Commission's regulations, or order. *Patterson*. The Commission lacks subject matter jurisdiction over

³ Mr. Bielskie also explained that Tri-County COG's authority to declare a building as unsafe arises from 34 Pa. Code § 403.84 (relating to unsafe building, structure or equipment). (Tr. 65).

⁴ Further, in light of this decision that termination without notice was proper for safety reasons, this decision will not address the Company's arguments raising fraud as a basis for termination and refusal to restore service.

the validity of the Borough's condemnation. To the extent that the Complainant seeks relief regarding the condemnation of the residence, she must raise those claims in a court of competent jurisdiction. *See Geatti v. PPL Elec. Util. Corp.*, Dkt. No. C-2023-3043427 (Opinion and Order entered Apr. 10, 2025) (holding that real property claims are outside the Commission's subject matter jurisdiction).

Therefore, since this Commission lacks jurisdiction over the condemnation, I find that all of the Complainant's proposed exhibits are not relevant to this matter. All of the Complainant's proposed exhibits are in effort to challenge the validity of the Borough's actions in condemning her residence and not lifting the condemnation or declaring the residence safe, and not the action of the Company in disconnecting service. Therefore, these proposed exhibits will not be admitted into the evidentiary record since they are not relevant to the issue before this Commission.

Finally, I note again that the Company has maintained throughout this proceeding that it will restore electric service once the condemnation is lifted, or it is advised by Borough officials that the residence is safe. (Tr. 74; PPL Exhibit 2). Based upon the record evidence in this case, the Company's position is reasonable and consistent with the relevant applicable sections of the Code, Commission Regulations, and Commission-approved tariff.

Accordingly, the Complaint will be denied and dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding. 66 Pa.C.S. § 701.
2. The party seeking relief from the Commission has the burden of

proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

3. As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail and that the offense is a violation of the Public Utility Code, the Commission's regulations, or order, or a Commission-approved tariff. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. P.U.C. 196 (1990); 66 Pa.C.S. § 701.

4. A public utility may immediately terminate service if a customer violates tariff provisions on file with the Commission so as to endanger the safety of a person or the integrity of the public utility's delivery system. 66 Pa.C.S. § 1406(c)(1)(iv); 52 Pa. Code § 56.98.

5. The Company may terminate the supply of electric service upon notice to a customer when appropriate, where the customer's installation, in the Company's judgment, has become dangerous or defective or the Company has received notice of such a condition, or the customer's equipment or use thereof may impair the equipment of the Company or the servicer to other customers. Tariff Rule 10(B)(2)(b), Supp. No. 102 to Electric Pa. P.U.C. No. 201, 4th Rev. p. No. 14.

6. The Complainant did not meet her burden of proof that the Company violated the Public Utility Code, Commission regulation or order, or the Company's Commission approved tariff.

