

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Martina Johnson :  
 :  
 v. : F-2025-3054352  
 :  
 FirstEnergy Pennsylvania Electric Company :

**INITIAL DECISION**

Before  
Katrina L. Dunderdale  
Administrative Law Judge

**INTRODUCTION**

This decision dismisses the Formal Complaint requesting the Public Utility Commission find FirstEnergy Pennsylvania Electric Company overcharged Complainant for electric service provided to her mobile home from 2022 to 2025.

**HISTORY OF THE PROCEEDING**

On March 20, 2025, Martina Johnson (Complainant or Ms. Johnson) filed with the Pennsylvania Public Utility Commission (Commission) a Formal Complaint (Complaint)<sup>1</sup> against FirstEnergy Pennsylvania Electric Company (Respondent or FE PA) alleging there were incorrect charges on her bills, she had a safety problem, and she

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<sup>1</sup> The Complaint is a timely appeal of a decision on February 12, 2025, by the Commission's Bureau of Consumer Services (BCS) at BCS No. 4037274.

was overcharged by FE PA. Complainant asked the Commission to order FE PA to refund the monies overpaid paid to FE PA and remove the unpaid balance on the account. In the Complaint, Complainant selected email as her preference for the service of documents.

On April 24, 2025, Respondent filed an Answer generally denying the allegations in the Complaint. Respondent denied there were incorrect charges on the account but admitted the meter recording the disputed consumption was under-recording consumption. FE PA asserted Complainant did not identify the billing statements in dispute and she does not pay her monthly bills in full or by the due date.

On May 19, 2025, the Office of Administrative Law Judge (OALJ) issued an Initial Call-In Telephonic Hearing Notice, which scheduled the initial hearing to be conducted on July 15, 2025. On May 19, 2025, the presiding officer issued a Prehearing Order which outlined various procedural matters.

The presiding officer convened the initial hearing as scheduled on July 15, 2025. Complainant appeared and testified on her own behalf. Respondent was represented by Margaret Morris, Esquire. Attorney Morris presented the testimony of three witnesses and offered fourteen (14) exhibits which were admitted as FE PA Exhibits 1 through 14. Complainant and Respondent issued final statements on the hearing record in lieu of filing briefs.

The transcript of the hearing, consisting of 111 pages, was received in the Commission's Secretary's Bureau on July 28, 2025. On July 31, 2025, the presiding officer issued the Interim Order Closing the Hearing Record.

## FINDINGS OF FACT

1. Complainant, Martina Johnson, resides in a mobile home located at 17 Meadow Court, McKean, Pennsylvania (service address). (Tr. 10-11; FE PA Exhibits 2 & 3).

2. Respondent, FirstEnergy Pennsylvania Electric Company, has provided electric service to Complainant at the service address since December 6, 2017. (Tr. 58, 61; FE PA Exhibits 2 & 3).

3. Complainant started receiving electric service at the service address on December 6, 2017, while initially living there with her then-husband, and has lived by herself at the service address since 2022. (Tr. 11-14, 61; FE PA Exhibit 3).

4. Complainant's primary heat source is electricity. (Tr. 52-53, 71).

5. Complainant filed a Chapter 7 petition in the Bankruptcy Court in the Western District of Pennsylvania at Docket No. 23-10365-JCM (Bankruptcy) on July 9, 2023, which resulted in an Order of Discharge on October 25, 2023. (Tr. 24-26, 59, 61; FE PA Exhibit 1).

6. Complainant used payments from the Low Income Heat Energy Assistance Program (LIHEAP) and the Veterans Leadership Program to reduce the unpaid balance on her account. (Tr. 12-13, 27-28, 68).

7. Complainant noticed her bills started to rise after her ex-husband left the service address in 2022 and after she filed the Bankruptcy. (Tr. 12-14, 28).

8. Complainant enrolled in the Pennsylvania Customer Assistance Program (PCAP) on April 29, 2024, with a deferred balance of \$1,730.89, but she requested removal from PCAP on May 21, 2024, to keep her alternate supplier. (Tr. 68, 73, 84; FE PA Exhibits 3, 7).

9. By early 2025, Complainant noticed other meter pedestals within the mobile home park had been replaced but Complainant's meter pedestal, which had become rusted, had not been replaced. (Tr. 10-16).

10. In early 2025, Complainant asked Respondent to test her meter, Meter No. XXX XXX 667, which Respondent had installed on October 5, 2016. (Tr. 13, 17, 35, 99).

11. The meter which serves the service address is on a meter socket that has been installed on a meter pedestal or stanchion. (Tr. 16, 91).

12. A meter pedestal or stanchion is a pre-made box that is partially buried in the ground, containing an integrated meter socket and customer disconnect, which pedestal is not attached to the premise because the pedestal is owned by the mobile home park. (Tr. 91).

13. The service address is located within a mobile home park which uses a separate meter pedestal for all the mobile homes with one meter and pedestal for each mobile home. (Tr. 16).

14. Complainant owns the mobile home (service address) but does not own the meter socket and/or meter pedestal, which are owned by the landlord. (Tr. 21).

15. Respondent owns the meter that records electric consumption at the service address. (Tr. 76; FE PA Exhibit 9).

16. On March 3, 2025, FE PA's technician came to the service address to test the meter, removed Meter No. XXX XXX 667 and installed Meter No. XXX XXX 778. (Tr. 29-36, 64, 88; FE PA Exhibit 3).

17. While FE PA's technician was onsite at the service address on March 3, 2025, the technician noticed the back of the meter showed signs of melting and the jaws of the meter base were discolored. (Tr. 89).

18. Discoloration on a meter base is a sign of metal fatigue caused by heating and cooling which caused the meter base to become loose and overheat. (Tr. 89).

19. On March 4, 2025, FE PA sent a letter to Complainant and informed Complainant there was a potential hazard with the meter pedestal and socket, requiring the replacement of the pedestal and socket, otherwise FE PA would terminate electric service. (Tr. 37, 89-91; FE PA Exhibit 10).

20. When FE PA tested Meter No. XXX XXX 667 on March 6, 2025, FE PA determined the meter was under-reporting electric usage because the meter tested at 71.55% on light load, 71.46% on full load and 71.48% on weighted average. (Tr. 102-103; FE PA Exhibit 13).

21. On March 28, 2025, FE PA sent a letter to Complainant and informed her about the results of the tests on Meter No. XXX XXX 667. The same letter also reminded Complainant about the potential hazard with the meter base. (Tr. 64, 91, 99-104; FE PA Exhibits 11, 13, 14).

22. The accuracy of a meter's recorded consumption can be affected adversely if the meter shows evidence of heating or overheating. (Tr. 103).

23. On April 8, 2025, Respondent received a disconnect request as part of the process to repair the pedestal and socket which indicated the mobile home park manager and the electrician planned to replace the socket on May 7, 2025. (Tr. 92-93).

24. On May 7, 2025, Respondent received notice the socket was repaired and inspected in compliance with the National Electrical Code. (Tr. 93-95; FE PA Exhibit 12).

25. On June 17, 2025, FE PA issued a ten-day termination notice for unpaid current charges totaling \$117.62. (Tr. 77; FE PA Exhibit 2).

26. Since June 2025, Complainant's bills showed a sharp reduction in amount due and returned to billing amounts seen prior to 2022. (Tr. 18-19).

27. Complainant has had two different electric service account numbers with Respondent since 2017: Account No. XXXX XXXX 0904 from December 6, 2017, until July 9, 2023; and Account No. XXXX XXXX 8949 which account was established after the Chapter 7 Bankruptcy was filed on July 9, 2023. (Tr. 25-26, 80-82; FE PA Exhibit 3).

28. Complainant does not pay her bills in full or on time, and she has made three payments on the account since Account No. XXXX XXXX 8949 was established on July 9, 2023. (Tr. 65-66).

29. Respondent entered into two payment arrangements (PARs) with Complainant since July 9, 2023; one on October 30, 2023, with a PAR balance of

\$458.28; and one on September 4, 2024, with a PAR balance of \$622.49. (Tr. 66-68; FE PA Exhibits 2, 3, 5).

30. From August 2023 through July 2024, consumption at the service address totaled 9,876 kilowatt hours; and from August 2024 through July 2025, consumption at the service address totaled 12,514 kilowatt hours. (Tr. 70; FE PA Exhibit 6).

31. As of the date of the initial hearing, the unpaid balance on Complainant's electric service account for the service address totaled \$1,771.76. (Tr. 63; FE PA Exhibit 3).

### DISCUSSION

Complainant alleged in the Complaint that FE PA over-charged her due to a defective and deteriorated meter which created a potential safety hazard and which Respondent did not fix in a timely manner.

#### Burden of Proof

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proving by substantial evidence they are entitled to the requested relief. 66 Pa.C.S. § 332(a). To satisfy this burden, Complainant must show Respondent utility is responsible or accountable for the problem described.<sup>2</sup> Complainant must show this fact to be true by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that evidence presented by the other

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<sup>2</sup> *Patterson v. Bell Telephone Co. of Pa.*, 72 Pa. P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. P.U.C. 300 (1976).

party.<sup>3</sup> Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence.<sup>4</sup> Furthermore, more evidence is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.<sup>5</sup>

Pursuant to the Pennsylvania Code, all relevant and material evidence may be admitted but will be excluded if repetitious or cumulative, or if its probative value is outweighed by a danger of unfair prejudice, confusion of the issues, or considerations of undue delay or waste of time.<sup>6</sup>

### Party Positions

Complainant argues she met her burden of proving Respondent overcharged her for electric service at the service address and the unpaid balance on the account should be refunded in whole. Complainant contends she was overcharged and Respondent was wrong to contend otherwise.

Respondent argues the Complaint should be dismissed because Complainant failed to meet the burden of proof. FE PA contends Complainant failed to present evidence Meter No. XXX XXX 667 resulted in Complainant being charged for more consumption

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<sup>3</sup> *Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. (1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

<sup>4</sup> *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S.A. § 704.

<sup>5</sup> *Norfolk & Western Railway v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

<sup>6</sup> See "Admissibility of Evidence," 52 Pa. Code § 5.401.

that she used. Rather, Respondent asserts Complainant was under-charged because the meter recorded only 71% of the electric service Complainant used at the service address. FE PA notes Meter No. XXX XXX 778 was tested prior to its installation on March 3, 2025, which led to higher consumption levels being recorded because Meter No. XXX XXX 778 was not under-recording consumption as happened with Meter No. XXX XXX 667. Respondent contends Meter No. XXX XXX 778 is operating within the parameters established by the Commission and correctly records Complainant's electric service consumption. As further proof, Respondent points to the recorded consumption since March 2025 which reflects 20% to 21% higher recorded consumption once the bad meter was removed. Overall, Respondent argues the Complaint should be dismissed because there are no incorrect charges on Complainant's service account, and it responded appropriately and in a timely manner as soon as the technician discovered the potentially hazardous condition with the old meter.

### Analysis

The evidence provided by both parties included credible testimony from Complainant and three utility witnesses. The testimony, in conjunction with the exhibits, proved a hazardous condition existed on the meter socket, which is owned by the landlord, and which led to significant under-recording by the meter, which was owned by Respondent. Complainant is correct to contend that Meter No. XXX XXX 667 did not record correctly the electric service consumed at the service address. However, contrary to the Complaint, Meter No. XXX XXX 667 recorded less consumption than it should have.

In *Waldron v. Philadelphia Electric Co. (Waldron)*, 54 Pa. P.U.C. 98 (1980), the Commission adopted the Michigan Public Service Commission's (PSC) policy, as announced in *Hallifax v. O & A Electric Co-Op*, Case No. U-5825, May 1979, which stated that, while the accuracy of the meter is an important factor in resolving

billing disputes, it is not the sole criterion. Michigan's PSC considered additional factors including a complainant's billing history, a change in the number of occupants residing at the household, the potential of the service address to use energy, and any other relevant facts or circumstances. *Waldron* at 100.

In *Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Opinion and Order entered October 13, 2010), the Commission stated as follows:

While a comparison of the disputed monthly bill to the Complainant's billing history and the consistency of her usage pattern are important criteria to consider, they alone do not resolve the issue of the Complainant's disputed high bill. Clearly this or any other new customer cannot produce evidence that she does not possess regarding prior usage. Thus, the ALJ's interpretation of *Waldron* is too narrow and would never allow a new customer to be able to challenge a high bill. Also, this interpretation does not allow for other relevant facts or circumstances with probative value to be considered as evidence supportive of a high bill complaint. *Waldron* does not limit the establishment of a *prima facie* case to the above two elements alone. Rather, the Commission may consider the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), *and* any other relevant facts or circumstances that come to light during the proceeding.

*Bennett*, p. 6 (emphasis in the original).

### Disposition

In the instant case, Complainant proved the meter recording consumption was not operating properly. Both the result of the meter testing along with a detailed review of Respondent's Exhibit 3 after March 3, 2025 (when the old meter was replaced)

shows the level of recorded consumption appears to substantiate Respondent's position that the old meter under-recorded consumption. Further, the level of consumption from April through June of 2025 is similar to the levels seen in May through June of 2024.<sup>7</sup> However, the data Respondent provided in Exhibit 6 was not conclusive evidence that Meter No. XXX XXX 667 was under-recording Complainant's usage.

The *Waldron* test includes a complainant's billing history, a change in the number of occupants residing at the household, the potential of the service address to use energy, and any other relevant facts or circumstances. The most relevant facts or circumstances here are two. First, Complainant proved Respondent's meter did not record consumption correctly. Second, Complainant proved a problem with recorded consumption began after the household composition changed from two adults to one adult, especially since Respondent failed to bring evidence reflecting the recorded consumptions over the previous three years, instead of only the previous two years.

Although the evidence provided by Respondent was less than conclusive, it was sufficient to rebut the evidence provided by Complainant alleging Respondent had overcharged Complainant starting in 2022. Consequently, Complainant failed to meet her burden of proving that Respondent was responsible for the recorded consumption on Meter No. XXX XXX 667 or Meter No. XXX XXX 778. Accordingly, the Complaint will be dismissed in the Ordering Paragraph because Complainant failed to meet the burden of proof.

Lastly, the undersigned concludes, based upon the totality of factual evidence, that Ms. Johnson did not meet the burden of production or persuasion as relates

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<sup>7</sup> Respondent provided consumption data in Exhibit 3 from August 2023 to June 2025, which is less than 24 months of consumption. In Exhibit 6, Respondent provided a chart comparing consumption over 24 months from August 2023 through July 2024 with consumption from August 2024 through July 2025.

to her claim that Respondent's meter was a potential safety hazard. Complainant was correct that a safety hazard potentially could have occurred but the cause of the problem was the meter socket. Because the landlord was responsible for the condition of the meter socket and meter pedestal, Respondent did not fail to maintain its own equipment and was not the cause of the problem. Accordingly, the Complaint will be dismissed in the Ordering Paragraph because Complainant failed to meet the burden of proof.

### CONCLUSIONS OF LAW

1. This Commission has jurisdiction over the parties to and subject matter of this case. 66 Pa.C.S. § 701.
  
2. Complainant had the burden of proving Respondent violated the Commission's statute, regulations, or orders when Respondent billed Complainant for electric service based on the consumption recorded on Respondent's meter. 66 Pa.C.S. § 332(a).
  
3. Complainant failed to prove Respondent caused the problem with the meter, failed to maintain its meter, overcharged Complainant based upon the recorded consumption from the defective meter and/or permitted an unsafe condition. 66 Pa.C.S. § 332(a).
  
4. Complainant did not meet the burden of production or persuasion. *Hahn v. PPL Electric Utilities Corp.*, Docket No. C-2009-2100830 (Final Order entered August 26, 2010).

