

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Kelly Hannan-Chuba	:	
	:	
v.	:	C-2025-3057804
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Emily A. Farren
Administrative Law Judge

INTRODUCTION

This Initial Decision: (1) sustains the Formal Complaint of Ms. Hannan-Chuba who demonstrated by a preponderance of the evidence that PPL Electric Utilities Corporation provided unreasonable service, in violation of Section 1501 of the Public Utility Code, 66 Pa.C.S. § 1501; and (2) imposes a civil penalty.

HISTORY OF THE PROCEEDING

On October 2, 2025, Kelly Hannan-Chuba (Complainant or Ms. Hannan-Chuba) filed a Formal Complaint against PPL Electric Utilities Corporation (PPL) with

the Pennsylvania Public Utility Commission (Commission). Ms. Hannan-Chuba checked the box “other” on the Formal Complaint form and explained, in part, as follows:

PPL refused to trim a tree entangled in powerlines to both me and my next door neighbor. PPL claims, because they use a second pole on my property to convey their mail [sic] line, again to multiple properties, that they are not responsible for trimming the tree.

I believe PPL is responsible and is purposely using old infrastructure as an excuse to transfer the burdon [sic] of line maintenance to homeowners.

Complaint ¶ 4.

For relief, Ms. Hannan-Chuba requested:

I would like PPL to reimburse me for the charges I have incurred trimming the tree.

PPL arranged and cancelled three times since JULY this tree trim and my roof was subsequently damaged. PPL also notified all my neighbors of service interruption yet this was all on me?

Id., ¶ 5.

On October 14, 2025, PPL filed an Answer with New Matter to the Complaint. In its Answer, PPL admitted or denied the allegations of the Complaint. Specifically, PPL denied that it was responsible for trimming the tree at the Service Address. Answer ¶ 4. Instead, PPL averred that it advised Complainant she would need to schedule a temporary disconnect of her electric service for a private tree trimming or removal. *Id.*

On October 14, 2025, PPL filed Preliminary Objections. A Notice to Plead properly accompanied the Preliminary Objections, which provided Complainant notice that an answer to the Preliminary Objections was due within 10 days of the date of service. PPL's Preliminary Objections asserted that Complainant only requested monetary damages, and since the Commission lacks authority to award monetary damages, PPL concluded the Complainant should be dismissed. Preliminary Objections ¶¶ 17, 18.

Complainant did not file an answer to the Preliminary Objections.

On November 19, 2025, the Office of Administrative Law Judge (OALJ) issued a Motion Judge Assignment Notice to the parties that informed the parties I was assigned as the Presiding Officer of this matter.

On December 2, 2025, I issued an interim order that granted, in part and denied, in part PPL's Preliminary Objections. Specifically, the order struck the Complainant's request for reimbursement for the cost of private tree trimming from the Complaint but denied PPL's request to dismiss the Complaint without a hearing.

On December 4, 2025, OALJ issued an Initial Telephonic Hearing Notice that informed the parties an evidentiary hearing would be held on January 14, 2026.

On December 4, 2025, I issued a Prehearing Order that set forth the rules and procedures that would govern the January 14, 2026 hearing.

On January 14, 2026, the hearing convened as scheduled. Complainant, Ms. Hannan-Chuba appeared *pro se* and testified in support of her Complaint. Complainant offered no exhibits. Graig Schultz, Esquire, appeared on behalf of PPL and offered the testimony of one witness: Joshua Maron, PPL's Harrisburg Regional Forester.

Mr. Maron sponsored one exhibit: PPL Exh. 7, an overhead image of the Service Address, which was admitted into the record without objection.

The record in this case consists of PPL Exh. 7 and a 32-page transcript. The record closed February 3, 2026, when the transcript was filed with the Commission. For the reasons discussed below, the Formal Complaint is sustained.

FINDINGS OF FACT

1. Complainant is Kelly Hannan-Chuba, who resides at 275 Texaco Road, Mechanicsburg, Pennsylvania 17050 (Service Address). Tr. at 7.
2. Respondent is PPL Electric Utilities Corporation, a jurisdictional public utility that provides electric service to the Service Address.
3. During March 2025, following a storm, Complainant noticed tree limbs on the power lines at the Service Address and reported the issue to PPL. Tr. at 8.
4. PPL sent a truck out immediately following Complainant's March 2025 call. Tr. at 8.
5. PPL determined Complainant's concern involved service drops at the Service Address. Tr. at 8, 11, 20.
6. PPL advised Complainant tree trimming at service drops was not PPL's responsibility. Tr. at 8.
7. PPL advised Complainant she would be responsible for hiring a private tree trimmer and coordinating a temporary service disconnect. Tr. at 26.

8. PPL supplies electricity to the Service Address and 277 Texaco Road (Complainant's neighbor) through Complainant's property via service drops. Tr. at 9, 27.

9. A service drop feeds the customer's meter from the transformer. Tr. at 27.

10. A transformer steps down the voltage into something usable that then travels through the service line to the customer's meter, which feeds electricity to the customer's property. Tr. at 27.

11. There is a service drop on either side of the tree that is located on the property of the Service Address: one service drop feeds service to 277 Texaco Road (Complainant's neighbor) and one service drop feeds service to the Service Address. Tr. at 27.

12. PPL will perform maintenance on customer service drops or secondary lines for storm-damaged trees or something that is on the customer's service line that is actively causing a service issue. Tr. at 26.

13. On or about June 3, 2025, Mr. Maron met Complainant at the Service Address, and Complainant requested PPL remove the tree. Tr. at 22.

14. PPL declined to trim or remove the tree. Tr. at 22.

15. Complainant hired a private tree trimmer and paid approximately \$4,000 for tree removal. Tr. at 12.

16. In September 2025, six months after Complainant first contacted PPL, PPL temporarily disconnected service to the Service Address and 277 Texaco Road for the tree to be removed by a private tree trimmer Complainant hired. Tr. at 8, 13.

17. During the six-month scheduling delay of the temporary service disconnect, PPL did not communicate with Complainant to explain the delays. Tr. at 16.

18. Due to the scheduling delay of the temporary service disconnect, Complainant sustained roof damage and discord with her neighbor. Tr. at 9.

DISCUSSION

Legal standards

Burden of proof, generally

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

As the proponent of a rule or order, a complainant bears the burden of proof by a preponderance of the evidence – i.e., by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. 66 Pa.C.S. § 332(a); *Selling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). The “burden of proof” is composed of two distinct burdens: (1) the burden of production; and (2) the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of producing evidence or the burden of coming forward with evidence,

determines which party must come forward with evidence to support a particular proposition. Once the party with the initial burden of production introduces sufficient evidence to make out a *prima facie* case, the burden of going forward with the evidence to rebut the evidence of the complainant shifts to the respondent utility. If the evidence presented by the respondent is of co-equal weight, the complainant has not satisfied his burden of proof. The complainant would be required to provide additional evidence to rebut the evidence of the respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 461 A.2d 1234 (Pa. 1983).

This shifting of burdens between parties is referred to as the burden of persuasion. While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the parties seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001). It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling, because the party did not carry the burden of persuasion. *Moore v. Nat'l Fuel Gas Distr.*, Docket No. C-2014-2458555 (Final Order entered Aug. 25, 2015). In determining whether a complainant has met the ultimate burden of persuasion, the factfinder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *Id.* (citing *Suber v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)).

Additionally, the Commission's decision must be supported by substantial evidence. 2 Pa.C.S. § 704; *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982) (*Mill*). Substantial evidence has been defined to mean such relevant evidence that a reasonable mind may accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Mill; Norfolk & West. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

Thus, to prevail, Ms. Hannan-Chuba, as the Complainant, has the burden of proof. This means that Ms. Hannan-Chuba must present facts which support her claims and show that the utility violated the Code, a Commission regulation or order by a preponderance of the evidence.

Reasonable service

Pursuant to Section 1501 of the Code, all public utilities have a duty to maintain “adequate, efficient, safe, and reasonable service and facilities” and to make repairs, changes, and improvement that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. *See* 66 Pa.C.S. § 1501. Section 1501 of the Code provides, in pertinent part, as follows:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public . . . Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

A utility’s “service”¹ is not simply confined to the distribution of utility service but also includes “any and all acts” related to that function, and the statutory

¹ “Service” is broadly defined in Section 102 of the Code: “Service.” Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities . . . in the performance of their duties under this part to their patrons, employees, other public utilities, and the public 66 Pa.C.S. § 102.

definition of “service” is to be broadly construed. *W. Penn Power Co. v. Pa. Pub. Util. Comm’n*, 578 A.2d 75 (Pa. Cmwlth. 1990); *Cty. Place Waste Treatment Co. v. Pa. Pub. Util. Comm’n*, 654 A.2d 72 (Pa. Cmwlth. 1995). Thus, the Commission expects all regulated utilities to provide quality customer service and “inappropriate and unreasonable treatment to customers can be interpreted as inadequate service.” *See e.g., Johnson v. Duquesne Light Co.*, Docket No. C-2022-3032695 at 23-24 (Opinion and Order entered Dec. 21, 2023) (citing *Lolly v. Duquesne Light Co.*, Docket No. C-2010-2167824 (Opinion and Order entered May 9, 2011). “Quality customer service is expected of all regulated utilities.” *Musgrave v. Pittsburgh Water and Sewer Auth.*, Docket No. C-2020-3020714 (Order entered May 6, 2024). In sum, all aspects of a public utility’s customer service must be adequate to comply with Section 1501 of the Code.

Civil penalty

Sections 3301(a) and (b) of the Code, 66 Pa.C.S. § 3301 (a), (b), authorize the Commission to impose a maximum civil penalty of \$1,000 per day for violations of its statutes, regulations, and orders. 66 Pa.C.S. § 3301 (a), (b). In its Policy Statement at Section 69.1201, 52 Pa. Code § 69.1201, the Commission sets forth ten (10) factors that it may consider in evaluating whether, and to what extent, a civil penalty for violating a Commission Order, Regulation, or Statute is appropriate. *Factors and Standards for Evaluating Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations* (Policy Statement), 52 Pa. Code § 69.1201; *see also, Rosi v. Bell-Atlantic-Pennsylvania, Inc.*, Docket No. C-00992409 (Order entered Mar. 16, 2000) (*Rosi*). The ten factors are referred to as the *Rosi* factors:

- (1) Whether the conduct at issue is of a serious nature, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty.

(2) Whether the resulting consequences of the conduct at issue were of a serious nature, such as personal injury or property damage.

(3) Whether the conduct at issue was deemed intentional or negligent.

(4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.

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

(6) The compliance history of the regulated entity which committed the violation.

(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.

(10) Other relevant factors.

52 Pa. Code § 69.1201(c)(1)-(c)(10).

Unreasonable service

During March 2025, following a storm, Complainant noticed tree limbs on the power lines at the Service Address and reported the issue to PPL. Tr. at 8. PPL sent a truck out “immediately” following Complainant’s March 2025 call. Tr. at 8. PPL’s

Harrisburg Regional Forester, Mr. Maron, was not a part of the initial PPL team dispatched during the March 2025 visit to the Service Address. Tr. at 20.

During the March 2025 visit, PPL determined Complainant's concern involved service drops at the Service Address, and therefore, PPL advised Complainant that tree trimming at service drops was not PPL's responsibility. Tr. at 8, 11, 20.

PPL supplies electricity to Complainant and Complainant's neighbor through Complainant's property via service drops. Tr. at 9, 27. A service drop feeds the customer's meter from the transformer. Tr. at 27. A transformer steps down the voltage into something usable that then travels through the service line to the customer's meter, which feeds electricity to the customer's property. Tr. at 27. There is a service drop on either side of the tree that is located on the property of the Service Address: one service drop that feeds service to 277 Texaco Road (Complainant's neighbor) and one service drop that feeds service to the Service Address. Tr. at 27.

On or about June 3, 2025, Mr. Maron met Complainant at the Service Address, and Complainant requested PPL address her concerns regarding the tree. Tr. at 22. Mr. Maron, on behalf of PPL, refused to trim or remove the tree. Tr. at 22. PPL advised Complainant she would be responsible for hiring a private tree trimmer and coordinating a temporary service disconnect. Tr. at 26.

During the hearing, Mr. Maron testified, "PPL does not maintain customer service drops for preventative vegetation maintenance. That is something we only perform maintenance on the primary facilities of PPL." Tr. at 23. However, Mr. Maron further testified PPL, "will perform maintenance on customer service drops or secondary lines for storm-damaged trees or if there's something that's on the customer's service line that's actively causing a service issue." Tr. at 26.

In September 2025, after several scheduling delays by PPL, PPL temporarily disconnected service to the Service Address and her neighbor at 277 Texaco Road for the tree to be removed by the private tree trimmer hired by Complainant. Tr. at 8, 13. Complainant credibly testified that, due to the delays, Complainant sustained roof damage and discord with her neighbor. Tr. at 9. Ms. Hannan-Chuba questioned why PPL is allowed to supply power through her property and yet not responsible for the safety of the power lines. Tr. at 9.

Ms. Hannan-Chuba compellingly summarized her experience with PPL at the hearing:

But so my complaint is I wish they had taken care of it [the tree] immediately. They did not. I went through a lot of trouble to take care of it. I had subsequent roof damage afterwards, and plus, I don't know. It seems kind of dangerous to live with tree limbs in your power lines. It caused neighbor issues. It was unpleasant and unkind. I feel like PP&L was not professional in this at all.

Tr. at 9. When asked at the hearing what type of interaction she had with PPL during the six-month scheduling delay, Ms. Hannan-Chuba further expressed, “But, no, I had no conversation with PP&L about any of this after the fact. I felt completely abandoned when they [PPL] said, ‘It’s a dropped line. Goodbye.’” Tr. at 15, 16.

Disposition

For all the reasons discussed below, I find that PPL provided unreasonable service in violation of Section 1501 of the Public Utility Code by repeatedly refusing to perform tree trimming or removal, which impacted electric service to two of its customers. Alternatively, should the Commission disagree with this conclusion and find

that PPL acted reasonably in its refusal to perform tree trimming, I nonetheless find that PPL provided unreasonable service by its unexplained delay—i.e., six months, in scheduling a temporary service disconnect without effectively communicating information regarding the delays to Complainant. 66 Pa.C.S. § 1501.

Despite Complainant's request that PPL trim or remove the tree interfering with the service drop for the Service Address and the service drop for her neighbor at 277 Texaco Road, PPL repeatedly refused to do so. Tr. at 8, 22. While Complainant credibly testified that the tree in question repeatedly became entangled in PPL's service lines from March 2025 – September 2025, PPL's only response to Complainant's concerns and requests was that the Company would not charge Complainant to temporarily disconnect service so that Complainant's private tree trimmer could address the tree. Further, when Complainant tried to coordinate a temporary disconnect service at PPL's instruction, she was delayed by PPL for six months. Tr. at 14, 15.

At the hearing, Mr. Maron explained that PPL's vegetation management policy² limits tree trimming to trees interfering with primary facilities with certain exceptions. However, Mr. Maron did not explain why the exceptions did not apply in Complainant's situation but did admit that primary facilities are not the only facilities PPL's policy covers. Tr. at 26. Further, PPL's witness did not explain why, when two service drops were impacted, PPL insisted that Ms. Hannan-Chuba was solely responsible for the tree maintenance.

Further, in addition to PPL's refusal to trim or remove the tree near two customers' service drops, I also find it concerning that it then took PPL six months to

² When Mr. Maron was asked if he could point to any written policy, tariff provision, or other documentation to support PPL's policy that PPL limits tree trimming to trees interfering with PPL's primary facilities with some exceptions, in response, Mr. Maron said he could not do so at the hearing. *See* Tr. at 25.

coordinate a temporary disconnect when requested by Complainant. A temporary disconnect service, according to PPL's witness, is a process that should be "as easy as calling into 1-800-DIAL-PPL." Tr. at 26. Yet, at the hearing, PPL provided no reason as to (1) why the temporary service disconnect took six months to schedule and execute; or (2) its failure to effectively communicate with Ms. Hannan-Chuba during the six-month delay.

After an exhaustive review of the record and applicable law, and carefully weighing the testimony and evidence presented, I find that the Complainant presented evidence sufficient to initially satisfy her burden that the Company's service was unreasonable for failing to trim or remove the tree impacting the service drops of the Complainant and her neighbor. The burden of production then shifted to the Company; however, PPL did not meet its burden to rebut the evidence of the Complainant. PPL's testimony at the hearing unconvincingly hinged on an uncited vegetation management policy. Thereafter, PPL's witness failed to articulate why the exceptions to the policy did not apply here. As a result of PPL's refusal to trim or remove the tree near two service drops, Complainant suffered harm: (1) the cost Complainant paid the private tree contractor; (2) the cost Complainant paid to repair her roof; and (3) the unnecessary discord with her neighbor due to PPL's delay. Accordingly, I find that PPL's refusal to trim or remove the tree resulted in unreasonable customer service.

I further find that Complainant presented evidence sufficient to satisfy her initial burden that the Company's service was also unreasonable as to the six-month scheduling delay – and the Company's failure to communicate during the six-month delay – for the temporary service disconnect. At the hearing, Ms. Hannan-Chuba testified that she received *no* communication from PPL regarding the delay. Tr. at 16. PPL presented no testimony or evidence to rebut Ms. Hannan-Chuba's assertion. Additionally, at the hearing, PPL provided no reason as to why the temporary service

disconnect took six months to schedule and execute. In fact, PPL's witness testified that a service disconnect is "as easy as calling into 1-800-DIAL-PPL." Tr. at 26.

Civil penalty

Respondent denied it violated the Public Utility Code, the Commission's regulations or orders, but the evidence presented at the hearing shows Respondent failed to provide Ms. Hannan-Chuba with reasonable service by failing to: (1) perform tree trimming at the Service Address; or, in the alternative, (2) schedule a temporary service disconnect in a reasonable timeframe. Because I find that PPL provided unreasonable service, a civil penalty may be warranted.

Upon review of the *Rosi* standards, I conclude:

As to Factor #1, Respondent committed an error in applying its internal vegetation management policy.

As to Factor #2, property damage occurred.

As to Factor #3, the conduct at issue was intentional, as PPL applied a vegetation management policy that amounted to a refusal to act on a customer's concern.

As to Factor #4, Respondent provided no evidence that it made efforts to modify internal practices or procedures regarding its vegetation management policy, or its stated exceptions thereto, when a service drop involves more than the customer of the Service Address.

As to Factor #5, the known number of customers affected here is two, Complainant and the neighboring property located at 277 Texaco Road.

As to Factor #6, neither party presented evidence regarding Respondent's compliance history.

As to Factor #7, Respondent cooperated during this proceeding inasmuch as attending the scheduled hearing with a witness who personally visited the Service Address.

As to Factor #8, I find that a civil penalty is necessary to deter future violations of unreasonable service.

As to Factor #9, a review of past Commission decisions upholding penalties for similar violations revealed: *Bricker v. PPL Electric Utilities Corporation*, Docket No. C-2009-2105583 (Opinion and Order entered May 21, 2010) (PPL was assessed a civil penalty in the amount of \$1,000.00 for its failure to provide adequate, efficient, and reasonable service as required by 66 Pa.C.S. § 1501); *Lefever v. PPL Electric Utilities Corporation*, Docket No. C-2013-2367314 (Opinion and Order entered Apr. 23, 2014) (PPL was assessed a civil penalty in the amount of \$500.00 for providing inadequate service); *Harpster v. PPL Electric Utilities Corporation*, Docket No. C-2024-3052644 (Opinion and Order entered Jan. 7, 2026) (PPL was assessed a civil penalty in the amount of \$250.00 for its failure to provide reasonable service); *Smith v. PPL Electric Utilities Corporation*, Docket No. C-2024-3046013 (Opinion and Order entered Sept. 11, 2025) (PPL was assessed a civil penalty in the amount of \$1,000.00 for providing unreasonable service including the failure to communicate certain information to the customer); *Ultimate Sports Company, Inc. v. PPL Electric Utilities Corporation*, Docket No. C-2017-2633651 (Opinion and Order entered Aug. 29, 2019) (PPL was assessed a civil penalty in the amount of \$2,000.00 for violations of Sections 1501 and 105 of the Public Utility Code); *Risser v. PPL Electric Utilities Corporation*, Docket No. F-2017-2612481 (Final Order entered Apr. 27, 2018) (PPL was assessed a civil penalty in the amount of \$2,000.00 for providing unreasonable service); *Silver Valley Apartments/Mike Vianello v. PPL Electric Utilities Corporation*, Docket No. C-2015-2510119 (Opinion and Order entered Jan. 26, 2017) (PPL was assessed a civil penalty in the amount of \$500.00 for violations of Sections 1406 and 1501 of the Public Utility Code); *Vaughn v. PPL Electric Utilities Corporation*, Docket No. F-2021-3029570 (Opinion and Order entered Oct. 27, 2022) (PPL

was assessed a civil penalty in the amount of \$500.00 for providing unreasonable service).

As to Factor #10, neither party presented evidence regarding other relevant factors.

Upon weighing the above factors, I find that a civil penalty, in the amount of \$1,500.00 is warranted and appropriate.

Conclusion

Therefore, I find that Ms. Hannan-Chuba met her burden of proving PPL violated Section 1501 of the Public Utility Code. 66 Pa.C.S. § 1501. Accordingly, Ms. Hannan-Chuba's Formal Complaint is sustained. I further find that a civil penalty in the amount of \$1,500.00 is warranted and appropriate to deter PPL from providing unreasonable service in the future.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter within its regulations and the parties to this proceeding. 66 Pa.C.S. § 701.
2. The party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).
3. A complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

4. The offense must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

5. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

6. If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also, Burlason v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

7. The statutory definition of "service" is to be broadly construed. *Cty. Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlth. 1995).

8. The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.

9. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 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. Pub. Util. Comm'n, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1961).

10. Complainant met her burden of proof as to demonstrating Respondent provided unreasonable service, in violation of Section 1501 of the Public Utility Code, 66 Pa.C.S. § 1501.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Kelly Hannan-Chuba filed at *Kelly Hannan-Chuba v. PPL Electric Utilities Corporation* at Docket No. C-2025-3057804 is sustained.
2. That Respondent, PPL Electric Utilities Corporation, is directed to cease and desist from further violations of Section 1501 of the Public Utility Code, 66 Pa.C.S. § 1501 by providing customers with reasonable service.
3. That PPL Electric Utilities Corporation shall pay a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00) for the violations of 66 Pa.C.S. § 1501, by certified check or money order, within thirty (30) days after service of the Commission's final order, and made payable to the "Commonwealth of Pennsylvania" and shall be sent to:

