

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held May 21, 2026

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn L. Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Bill Whelan

C-2025-3055566

v.

PECO Energy Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Bill Whelan (Complainant or Mr. Whelan) filed on February 9, 2026, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Ann Quimby, issued on January 28, 2026, in the above-captioned proceeding. In the Initial Decision, the ALJ dismissed the Formal Complaint (Complaint) filed by Mr. Whelan on June 2, 2025.¹ PECO Energy Company (PECO or

¹ On June 4, 2025, the Complaint was served on PECO for an answer due within 20 days.

Company) filed Replies to Exceptions on February 27, 2026.² For the reasons set forth herein, consistent with this Opinion and Order, we shall deny the Complainant's Exceptions, adopt ALJ Quimby's Initial Decision, and dismiss the Complaint.

I. Background and Procedural History

The matter before the Commission is, in essence, a property-use and utility service dispute, where the Complainant is contending that PECO has improperly used his land to provide natural gas service to his neighbor without legal authorization or compensation. The Complainant's residence (Service Address) is a twin home that shares a center wall with his neighbor's residence, and the homes mirror each other. PECO Exhs. 3, 5.

According to the record, the events leading up to the filing of the Complaint began in November 2023 when excavation work was being performed at the neighboring property to replace a sewer line. The Complainant later came to believe that, during that excavation, the neighbor's gas service line was exposed or struck, and he stated the excavation contractor told him the neighbor's gas line appeared to be spliced off his line. I.D. at 5. The matter resurfaced in April 2025, when a PECO contractor came to mark the neighbor's gas line after the neighbors contacted 811 about planting a tree. *Id.* at 5-6; Complaint at 9. Mr. Whelan observed yellow paint and flags that, in his view, showed the neighbor's gas line running onto his property, which reinforced his belief that PECO was using his property and gas line to serve the adjoining home. I.D. at 6; Complaint at 9.

² On February 9, 2026, the Commission's Secretary's Bureau issued a letter to the Parties stating that the Complainant's timely filed Exceptions did not contain a Certificate of Service or other indication that the Parties of Record to the case were served with the Exceptions. Thus, the Secretary's Bureau enclosed a copy of the Exceptions and notified the Company that any Replies to Exceptions were due by February 27, 2026.

After seeing the markings, Mr. Whelan and his wife attempted to get answers directly from PECO. His wife called PECO customer service on April 22, 2025, but, according to the Complainant, did not receive a meaningful response. Two days later, on April 24, 2025, Mr. Whelan contacted 811/PECO customer service himself, was routed through emergency contacts, and ultimately spoke with a PECO representative who was familiar with the property and the earlier 2023 excavation incident. I.D. at 6; Complaint at 9. Mr. Whelan also stated that he later spoke with a Commission Investigator on May 27, 2025, and was told that the matter was beyond the scope of the informal complaint process and should be pursued as a formal complaint. Complaint at 9.

Based on those events, and on his belief that no easement or eminent domain paperwork authorized PECO's use of his property, Mr. Whelan filed the instant Complaint with the Commission on June 2, 2025, alleging, in part, as follows:

PECO is supplying my neighbor with gas via my gas line and my property. PECO admits that the line is on my property, but they deny that the line is spliced over to neighbor's [*sic*] gas meter. There is no paperwork for an easement and no paperwork for eminent domain...

Complaint at ¶ 4. As relief, the Complainant requested that the Commission direct PECO to: (1) disconnect the alleged spliced section of line serving the neighbor's residence; (2) remove or relocate the gas line from his property; (3) install a proper, separate line to the neighbor; and (4) compensate/reimburse him for the alleged improper use of his property over the past seventeen years, over which he asserted PECO used to provide service to his neighbor. *Id.* at ¶ 5.

On June 19, 2025, in response to the Complaint, PECO filed an Answer, as well as a Preliminary Objection, properly endorsed with a Notice to Plead, pursuant to 52 Pa. Code § 5.101. In its Answer, PECO generally admitted the basic procedural and

background facts of the filing but denied all material allegations of the Complaint. PECO summarized the Complaint as alleging that it is supplying the Complainant's neighbor's gas service through a spliced line located on the Complainant's property and that the Complainant seeks approximately 17 years of compensation and corrective action. However, PECO stated that its investigation found no evidence of a spliced or shared gas line serving the neighbor from the Complainant's property and noted that the Complainant does not allege that he is being billed for the neighbor's gas usage. *See Answer at 1-2.*

In addition, PECO raised legal defenses, asserting that the Complaint was without merit and should be dismissed. It argued that any claim for compensation dating back to 2008 is barred by the applicable three-year statute of limitations and therefore cannot be pursued before the Commission. *Answer at 2 (citing 66 Pa.C.S. § 3314(a)).* Based on these factual denials and legal defenses, PECO requested that the Commission deny the relief sought and dismiss the Complaint. *Answer at 3.*

In its Preliminary Objection, PECO argued that the Complaint should be dismissed because the Commission lacks jurisdiction over the Complainant's demand for compensation and because the claim was untimely. PECO characterized the Complaint as Mr. Whelan alleging that PECO was supplying the next-door neighbor with gas through a line located on the Complainant's property and that the Complainant was seeking 17 years of compensation for PECO's alleged use of that property without permission. PECO asserted that, to the extent the Complainant sought monetary damages or reimbursement for use of private property, such relief was not available from the Commission, pursuant to 52 Pa. Code §5.101(a)(1). PECO further argued that any such claim, dating back to 2008, was barred by the Commission's three-year statute of limitations, pursuant to 66 Pa.C.S. §3314(a). On that basis, PECO asked the Commission to dismiss the Complaint. *Preliminary Objection at 2-5.*

On June 30, 2025, the Complainant filed documents he described as “documents in support” of his Complaint with the Commission. These “documents in support” included a copy of an apparent email from the Complainant to both PECO’s counsel and another individual, Amy Botak. In the email, the Complainant stated “[h]ere are my responses to your response” and asserted the Complainant’s neighbors receive gas service from a gas line on his property, and that no easement paperwork exists regarding the use of his property. The “documents in support” also included documents and photographs marked “Underground Detective” and “Utility Locate Scan.” These items purport to be a report obtained by the Complainant from a “utility line detection company” and purport to raise a possibility that the Complainant’s “neighbor’s service comes off of his service.” I.D. at 2-3.

On July 14, 2025, ALJ Quimby was assigned as the Presiding Officer in this proceeding. On July 23, 2025, ALJ Quimby issued an Interim Order, granting, in part, and denying, in part, PECO’s Preliminary Objection. The ALJ agreed with PECO that the Commission lacks jurisdiction to award monetary damages, and that any request for compensation or reimbursement, particularly for alleged use dating back many years, could not be granted in this forum. Accordingly, those portions of the Complaint seeking monetary relief were dismissed. At the same time, the ALJ determined that the remaining allegations, relating to the existence, location, and propriety of the gas line and requested corrective action, were sufficient to potentially warrant relief within the Commission’s authority. Therefore, those claims were permitted to proceed to further litigation, including an evidentiary hearing.

By Initial Telephonic Hearing Notice dated July 25, 2025, an Initial Telephonic Hearing was scheduled for October 8, 2025. Thereafter, ALJ Quimby issued the Parties a Prehearing Order dated July 25, 2025, informing them about the procedural rules for the hearing. I.D. at 3.

On October 8, 2025, ALJ Quimby convened the telephonic evidentiary hearing, as scheduled. The Complainant appeared *pro se*, testified on his own behalf, and presented no other witnesses. Six exhibits (Complainant Exhibits 2-7) were admitted into the record on behalf of the Complainant.³ PECO was represented by counsel who presented the testimony of two witnesses, Mr. Michael Kimberlin, a Real Estate Specialist for PECO, and Mr. Donnell Manley, a Gas Foreman and Planner for PECO. PECO presented five exhibits (PECO Exhibits 1-5), which were admitted into the record.

The record was closed on November 4, 2025. I.D. at 4. A transcript of the proceeding consisting of 110 pages was also filed with the Commission.

On January 28, 2026, the Commission issued the Initial Decision of ALJ Quimby, wherein she denied and dismissed the Complaint, finding that Mr. Whelan did not establish by a preponderance of the evidence that PECO violated the Public Utility Code (Code), a Commission Regulation or Order, or its Commission-approved tariff. I.D. at 7-8.

As noted, *supra*, the Complainant filed Exceptions on February 9, 2026. PECO filed Replies to Exceptions on March 16, 2026.

³ The Complainant offered Complainant Exhibits 1 through 8. Complainant Exhibits 1 and 8 were objected to, the objections were sustained, and those exhibits were not admitted into the record. I.D. at 3.

II. Discussion

A. Legal Standards

1. Jurisdiction

Section 701 of the Code outlines the Commission's procedure for the review of complaints, stating in relevant part:

The Commission, or any person ... having an interest in the subject matter ... may complain in writing, setting forth any act or thing done or omitted to be done by any public utility in violation, or claimed violation, of any law which the commission has jurisdiction to administer, or of any regulation or order of the commission.

66 Pa.C.S. § 701.

As explained by the Commission in *West Penn Power Co. v. Pa. PUC*, 478 A.2d 947 (Pa. Cmwlth. 1984) (*West Penn*), Section 701 of the Code provides for complaints against a public utility for anything done or not done in violation of the laws administered by the Commission or Commission Regulations and Orders. *Id.* However, for the Commission to sustain a complaint against a public utility, the utility must be found to be in violation of its duty under the Code, the Commission's Regulations, or an Order of the Commission. Without proof of such a violation, the Commission does not have authority to require any action by the public utility in relation to the customer's complaint. *See West Penn.*

2. Burden of Proof

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. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). The offense must be a violation of the Code, a Commission Regulation or Order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Code provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof. 66 Pa.C.S. § 332(a). The evidentiary burden of proof for actions before the Commission is the “preponderance of the evidence” standard. *Suber v. Pennsylvania Com’n on Crime and Delinquency*, 885 A. 2d 678, 682 (Pa. Cmwlth. 2005) (*Suber*); *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 602 A.2d 863 (1992) (*Lansberry*); *see also, North American Coal Corporation v. Air Pollution Commission*, 279 A.2d 356 (Pa. Cmwlth. 1971). To establish a fact or claim by a preponderance of the evidence means to offer the greater weight of the evidence, or evidence that outweighs, or is more convincing than, by even the smallest amount, the probative value of the evidence presented by the other party. *See Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854, 855 (Pa. 1950).

The burden of proof comprises two distinct burdens: the burden of production and the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Final Order entered August 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party’s claim or affirmative

defense. *Id.* It may shift between the parties during a hearing. If a complainant introduces sufficient evidence to establish the legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Id.* If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant. The complainant then must provide some additional evidence favorable to the complainant's claim. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

Having produced sufficient evidence to establish the legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie, Burleson*; *see also, Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993). 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. *See Moore*. In determining whether a complainant has met the burden of persuasion, the ultimate factfinder⁴ 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. *See Moore* (citing *Suber*).

⁴ In formal complaint proceedings, the Commission, not the ALJ, is the ultimate fact-finder; it weighs the evidence and resolves conflicts in testimony. When reviewing the initial decision of an ALJ, the Commission has all the powers that it would have had in making the initial decision except as to any limits that it may impose by notice or by rule. *Milkie*, 768 A.2d at 1220, n. 7 (citing, *inter alia*, 66 Pa.C.S. § 335(a)).

Finally, adjudications by the Commission must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S. Ct. 206, 217 (1983). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Railway Company v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corporation v. Unemployment Compensation Board of Review*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Commonwealth Department of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

3. Adequate, Efficient, Safe and Reliable Service

The Code makes clear that a public utility has a duty to maintain adequate, efficient, safe, and reasonable service and facilities and to make changes, alterations, and substitutions that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Section 1501 of the Code provides, in pertinent part, as follows:

§ 1501. Character of service and facilities

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules

and regulations governing the conditions under which it shall be required to render service.

66 Pa.C.S. § 1501.

Section 102 of the Code, defines “service” as:

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

66 Pa.C.S. § 102.

Section 1501 of the Code does not require a public utility to provide perfect service, but a public utility is obligated to provide service that is reasonable and adequate. *Analytical Lab Servs., Inc. v. Metro. Edison Co.*, Docket No. C-20066608 (Opinion and Order entered December 21, 2007). The term “service” is defined broadly under Section 102 of the Code to include 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. *See* 66 Pa.C.S. §102. The statutory definition of “service” is also to be broadly construed by the Commission and the courts. *Country Place Waste Treatment Co., Inc. v. Pa. PUC*, 654 A.2d 72 (Pa. Cmwlth. 1995). “Inappropriate and unreasonable treatment to customers can be interpreted as inadequate service[.]” *Barbara R. Lolly v. Duquesne Light Co.*, Docket No. C-2010-2167824 (Opinion and Order entered May 9, 2011) (citing *Edward T. O’Toole v. Metropolitan Edison Co.*, Docket No. C-20030854 (Opinion and Order entered May 9, 2005)). Quality customer service is expected of all regulated utilities. *Id.*

Finally, we note that any argument or Exception that we do not specifically delineate shall be deemed to have been duly considered and denied without further

discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corporation v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

B. ALJ's Initial Decision

In her Initial Decision, ALJ Quimby made forty-five (45) Findings of Fact and reached five (5) Conclusions of Law. I.D. at 4-10, 15-16. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

Framing the controlling issue as whether the Complainant proved, by a preponderance of the evidence, that PECO violated the Code, a Commission Regulation or Order, or its tariff, ALJ Quimby explained that the evidence did not satisfy that burden. I.D. at 1, 15. Although Mr. Whelan may have sincerely believed PECO had either routed his neighbor's gas service across his property or spliced the neighbor's line into his own, the ALJ found that his proof was largely based on his observations, interpretations of markings and photographs, and statements attributed to others, rather than on competent evidence sufficient to establish a utility violation. *Id.* at 13-15. The ALJ specifically noted that assertions, personal opinions, and perceptions are not evidence, and that a report the Complainant tried to introduce from an individual identified only as "Ryan" was excluded on hearsay grounds. *Id.* at 14. By contrast, the ALJ credited PECO's evidence, including testimony from PECO's witness, Mr. Manley, that both properties' original steel service lines had been replaced with plastic lines in 1996 and that those plastic lines remained in place; according to that testimony, plastic service lines cannot be spliced. *Id.* On that record, the ALJ found that the Complainant

failed to prove that his gas service line had been improperly spliced to serve the adjacent property. *Id.* at 14-15.

The ALJ also addressed Mr. Whelan's related presumption that PECO had improperly used his property and failed to provide reasonable, safe, and adequate service. On that issue, ALJ Quimby found that the Complainant failed to satisfy the burden of proof. The ALJ emphasized that when the Company became aware of the dispute, PECO attempted to address the concern by offering to run a new gas service line, but Mr. Whelan's wife told the Company that it was not permitted on the property and that the Complainant and his wife wanted to "take it to court." The ALJ treated PECO's attempt to propose corrective work, even though it was rejected, as evidence that PECO was acting reasonably, rather than evidence of unsafe or inadequate service. After weighing the totality of the evidence, the ALJ concluded that the Complainant had not established any violation of Section 1501 of the Code or any other applicable statute, Regulation, Order, or tariff provision. *I.D.* at 14-15.

Accordingly, the ALJ's conclusions of law state that, while the Commission has jurisdiction over the Parties and subject matter and PECO as a public utility was obligated to provide adequate, efficient, safe, and reasonable service, Mr. Whelan, as the Party seeking relief, bore the burden of proof and did not meet it. Therefore, the ALJ denied the Complaint. *I.D.* at 15-16.

C. Exceptions and Replies

As a threshold consideration, the Complainant's Exceptions consist of four type-written pages, as well as two pages of diagrams, in which he generally expresses his disagreement with ALJ Quimby's findings and her decision to dismiss the Complaint; however, the format of the Exceptions does not strictly comply with Section 5.533(b) of the Commission's Regulations, 52 Pa. Code § 5.533(b). These Regulations require that

Exceptions be numbered, identify the findings of fact and conclusions of law to which exception is taken, and cite to the relevant pages of the Initial Decision. Nevertheless, because the Complainant is appearing *pro se*, we will accept the Exceptions as filed and consider them on their merits, pursuant to Section 1.2(a) of our Regulations, 52 Pa. Code § 1.2(a), in order to secure a just, speedy, and inexpensive determination of this matter. We also conclude that no prejudice to PECO results from our consideration of the Exceptions of the Complainant on the merits.

In his Exceptions, the Complainant argues in detail that the ALJ's findings rest too heavily on what he views as flawed and contradictory PECO evidence, particularly the testimony of Mr. Manley and PECO's sketch of the gas-line layout. Exc. at 1-2, 4 (citing PECO Exh. 3). Mr. Whelan contends that the photographs from the earlier excavation at the neighboring residence show the neighbor's gas line following a path materially different from the one depicted on PECO Exhibit 3, which he argues undermines both the accuracy of the sketch and the credibility of Mr. Manley's testimony that the line configuration was proper. Exc. at 1. He further argues that the 811 markings later placed on the lawn were based on that same inaccurate sketch, creating an ongoing safety concern because PECO allegedly does not know the true location of the neighbor's line. *Id.* at 1-2. The Complainant also challenges Mr. Manley's statement that the plastic gas lines could not be spliced, asserting that various T-type fittings exist for polyethylene gas lines and that Mr. Manley's own use of the term "service tee" in describing how the lines connect to the main undercuts his position. In Mr. Whelan's view, this demonstrates that a splice or tee connection to his neighbor's meter is physically possible and that the ALJ erred in finding otherwise. *Id.* at 2-3.

The Complainant also argues that the line configuration described by PECO is inconsistent with applicable safety and installation requirements. Mr. Whelan points to the absence of tracer wire on the neighbor's line as evidence that PECO's account of a properly replaced 1996 service line is suspect, reasoning that if both lines were truly

replaced at the same time, they should have comparable detectability. The Complainant also cites Commission and Federal Regulations that, in his view, require a straight service-line installation perpendicular to the main and proper locating capability, and he argues that the layout shown on PECO's sketch does not satisfy those standards.

Exc. at 2-3. Mr. Whelan further maintains that PECO's offer to install a new line was not merely an effort to appease a customer, as Mr. Manley testified, but instead suggests that PECO recognized that the current arrangement was improper or unsafe and needed correction. The Complainant emphasizes that PECO's proposed remedy would have involved substantial excavation and reconstruction, which he says would make little sense unless PECO knew the existing configuration was problematic. *Id.* at 3-4.

Ultimately, the Complainant asks the Commission to reconsider the findings of the ALJ because, according to Mr. Whelan, the evidence shows, at minimum, that PECO's maps and records are inaccurate and that the ALJ gave undue weight to testimony and exhibits that should not have been accepted at face value. Mr. Whelan argues that his photographs and analysis demonstrate that the neighbor's gas line does not follow the route PECO claims, that future utility markings based on those records will also be wrong, and that this creates a continuing risk of another incident. He cites Commission Regulations requiring public utilities to keep complete and current maps, plans, and records of their systems, and he contends that PECO failed to meet that obligation here. In closing, Mr. Whelan asks the Commission to reconsider the ALJ's decision in light of these asserted flaws, and states that, if the decision stands, he may attempt to excavate the disputed area himself after giving notice through 811 in order to document what he believes is the actual underground configuration. Exc. at 4.

In reply, PECO argues that the Commission should adopt the ALJ's findings without modification and dismiss the Complainant's Exceptions as both procedurally deficient and substantively meritless. R. Exc. at 4, 6. PECO's central

argument is that the ALJ's findings are supported by substantial record evidence and correctly apply the governing burden of proof.

PECO argues that the Complainant's Exceptions do not comply with the Commission's Regulations governing exceptions because, in PECO's view, they do not identify specific findings of fact or conclusions of law as erroneous and do not cite the relevant portions of the Initial Decision, as required by 52 Pa. Code § 5.533(b). Instead, PECO characterizes the filing as little more than disagreement with the outcome and a repetition of the same arguments Mr. Whelan advanced during the evidentiary hearing. The Company emphasizes that exceptions must do more than restate a party's dissatisfaction; namely, it must show legal or factual error in the ALJ's decision, and PECO maintains Mr. Whelan has failed to do that. R. Exc. at 4-6.

On the merits, PECO defends the ALJ's determination that Mr. Whelan failed to meet his burden of proof. PECO recites the governing burden standard under 66 Pa.C.S. § 332(a), explaining that the complainant had the duty to establish his allegations by a preponderance of the evidence and that, if the respondent presents evidence of equal or greater weight, the burden is not met. PECO also stresses that the Commission's decision need only be supported by substantial evidence, meaning evidence a reasonable mind could accept as adequate to support the conclusion. Applying those standards, PECO argues that the record supported the ALJ's determination that Mr. Whelan did not establish even a *prima facie* case. R. Exc. at 4-6. In particular, PECO points to the ALJ's finding that Mr. Whelan failed to prove his neighbor's line was actually on his property, relying largely on his own testimony, observations of markings, and an uncorroborated contractor presumption, without presenting first-hand witness testimony from the contractor or other competent proof sufficient to establish the line's location. *Id.* at 2-3.

PECO further points to the ALJ's finding that, even if there were some conflicting information in PECO's system, the line would still fall within the scope of PECO's blanket easement recorded in 1946, which covered the Complainant's residence and surrounding property and gave PECO the right to place gas lines there. PECO thus argues that Mr. Whelan's personal beliefs about whether PECO had the legal right to locate facilities on the property do not amount to evidence and do not undermine the ALJ's conclusion. R. Exc. at 2-4.

PECO also defends the ALJ's rejection of the splicing presumption. The Company cites the ALJ's finding that Mr. Whelan offered only minimal admissible evidence that his service line had been improperly spliced to serve the adjacent property, while PECO presented credible contrary testimony from Mr. Manley that the gas service lines were originally steel, replaced with plastic in 1996, and that the plastic lines remained in place and could not be spliced in the manner alleged. R. Exc. at 3. PECO argues that the ALJ was entitled to credit that testimony and to reject Mr. Whelan's assertions, opinions, and perceptions as insufficient evidence. PECO therefore characterizes Mr. Whelan's Exceptions as merely rearguing factual points the ALJ had already considered and rejected, rather than identifying any true evidentiary or legal defect in the decision. R. Exc. at 4, 6.

PECO also highlights the ALJ's finding that the Company acted reasonably when it attempted to address Mr. Whelan's concerns after becoming aware of the dispute. PECO notes that Mr. Manley offered to run a new gas service line, but that Mr. Whelan's wife told him PECO was prohibited from entering the property and that Mr. Whelan and his wife wanted to "take it to court." R. Exc. at 3-4. PECO argues that this evidence supported the ALJ's conclusion that PECO had provided reasonable and safe service, not that it had admitted an improper installation. For all of these reasons, PECO concludes that the Exceptions are simply a repetition of unsupported claims already rejected by the

ALJ, that the Initial Decision is well reasoned and supported by substantial evidence, and that the Commission should affirm it and dismiss the Formal Complaint. R. Exc. at 4, 6.

D. Disposition

Upon our review of the record, we shall deny the Complainant's Exceptions. In his Exceptions, the Complainant primarily asserts that the ALJ erred in crediting PECO's evidence, particularly the testimony of its witness and the gas line configuration sketch, over the Complainant's photographs and interpretation of underground conditions. The Complainant argues that this evidence demonstrates that PECO improperly supplies his neighbor with gas via a line on his property and that PECO's records are inaccurate and unsafe.

Upon review, we find that the Exceptions do not establish that the ALJ committed an error of law, abused her discretion, or rendered findings unsupported by substantial evidence. Rather, the Complainant, in his Exceptions, largely restates his disagreement with the ALJ's credibility determinations and weighing of the evidence. We ultimately agree with ALJ Quimby that the Complainant has not carried his burden of proof in this case in demonstrating that PECO violated the Code, Commission Regulations or Orders, or the Company's Commission-approved tariff. As the ultimate fact-finder in this case, after evaluating the weight and probative value of all the record evidence, we reach the same conclusion as the ALJ; that there is insufficient evidence to show that PECO failed to provide reasonable and adequate service in violation of 66 Pa.C.S. § 1501.

Here, the ALJ carefully considered the totality of the record and concluded that the Complainant failed to meet his burden of proof under 66 Pa.C.S. § 332(a). Specifically, the ALJ found that the Complainant did not present sufficient admissible evidence to establish that his neighbor's gas service line was located on his property in

the manner alleged, nor that his own gas service line was improperly spliced to serve the neighboring property. The ALJ further credited PECO's evidence, including testimony that the gas service lines were replaced with plastic in 1996 and remain separate, and that such lines could not be spliced, as alleged.⁵

Additionally, the ALJ determined that even if some uncertainty existed regarding the precise underground configuration, the record demonstrated that PECO holds a blanket easement encompassing the relevant properties, authorizing the placement of its facilities. The Complainant's assertions and interpretations, without sufficient corroborating evidence, were properly found insufficient to establish a violation of the Code, Commission Regulations, or the Company's tariff.

We also agree with the ALJ's finding that PECO acted reasonably in response to the Complainant's concerns. The record reflects that PECO attempted to address the issue by offering to install a new service line; however, that offer was declined. This conduct does not support a finding that PECO failed to provide safe, reasonable, or adequate service.

⁵ Finding of Fact Nos. 19 through 25 collectively describe PECO's evidence regarding the installation, configuration, and recorded location of the gas service lines serving the two adjacent properties. Specifically, the ALJ found that, for twin properties like those at issue, PECO typically installs two separate service lines in close proximity, often in the same trench but about a foot apart, and that the original lines at both properties were steel. Those steel lines were replaced in 1996 with plastic lines inserted into the original piping, and the plastic lines remain in place today. The findings also explain that gas meters were originally located inside the homes but were later moved outside when the plastic lines were installed. With respect to location, the original installation measurements showed the neighbor's line entirely on the neighbor's property; however, later measurements entered into PECO's system in December 2023 suggested the line may extend approximately one foot onto the Complainant's property. The ALJ further found that those newer measurements should have matched the original ones, since the replacement process did not alter the line's path. *See I.D. at 7, Finding of Fact Nos. 19-25.*

Accordingly, we find that the Initial Decision is supported by substantial evidence and is consistent with applicable law. The Complainant's Exceptions do not identify any reversible error but instead constitute a reargument of issues already considered and decided by the ALJ. Therefore, based upon our review of the record, the Exceptions, and applicable law, we shall deny the Complainant's Exceptions and adopt the Initial Decision of ALJ Quimby, denying and dismissing Mr. Whelan's Complaint, without modification.

III. Conclusion

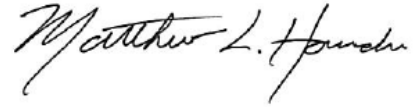
Consistent with the foregoing reasons, we shall deny the Complainant's Exceptions and adopt the Initial Decision of ALJ Quimby, denying and dismissing Mr. Whelan's Complaint, without modification, consistent with this Opinion and Order;
THEREFORE,

IT IS ORDERED:

1. That the Exceptions of Bill Whelan, filed on February 9, 2026, to the Initial Decision of Administrative Law Judge Ann Quimby at Docket No. C-2025-3055566, issued on January 28, 2026, are denied, consistent with this Opinion and Order.
2. That the Initial Decision of Administrative Law Judge Ann Quimby, issued on January 28, 2026, at Docket No. C-2025-3055566, is adopted, without modification, consistent with this Opinion and Order.
3. That the Formal Complaint filed by Bill Whelan on June 2, 2025, at Docket No. C-2025-3055566, is dismissed, consistent with this Opinion and Order.

4. That this case be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, reading "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: May 21, 2026

ORDER ENTERED: May 21, 2026