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ELECTRONICALLY FILED

December 4, 2014

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Ernestine Crankfield v. UGI Utilities, Inc.
Complaint Docket No. C-2014-2302184

Dear Ms. Chiavetta:

Enclosed is an electronically filed copy of UGI Utilities, Inc's Reply to Exceptions to Initial Decision in the referenced Formal Complaint. A copy of the document has been served on the Complainant.

Sincerely,



Larry R. Crayne

cc: Ernestine Crankfield
608 S. 24th St., 2nd Fl.
Harrisburg, PA 17104

Office of Special Assistants
ra-OSA@pa.gov

Commonwealth of Pennsylvania

Before the Pennsylvania Public Utility Commission

In the Matter of:

Ernestine Crankfield,
Complainant,

Complaint Docket
No. C-2014-2402184

VS.

UGI Utilities., Inc.
Respondent.

Reply to Exceptions to Initial Decision

AND NOW comes Respondent, UGI Utilities, Inc., (Respondent), and replies to Exceptions filed by Complainant Ernestine Crankfield in the above proceeding. Complainant has filed exceptions to the Initial Decision of Administrative Law Judge Katarina L. Dunderdale dated August 21, 2014 that found Complainant failed to carry her burden of proving Respondent incorrectly billed her for consumption and incorrectly applied payments to her account balance. ID, Conclusion of Law 4, p. 13

The Exceptions by Complainant are numbered in relation to the Initial Decision, but often do not identify the findings of fact or conclusions of law, fail to cite relevant pages of the transcript and Initial Decision and include her conclusions and misrepresentations in regard to the evidence of record.

Before responding to the individual Exceptions, Respondent wishes to note that Complaint obviously believes that the numerous partial payments she made on her 608 South Street account were not applied in accordance with her alleged instructions and, therefore, she fell into default on her most recent BCS ordered payment agreement. Tr., Page 42 and 43, lines 18 – 25 and 1 – 4. However, Complainant presented no competent proof that she had provided instructions to Respondent for the application of the payments. Tr., page 78, lines 7 – 11 and ID, Page 12. Consequently, Respondent applied the payments in accordance with 52 *Pa. Code*, Section 56.24, which resulted in the payments being applied to her balance for utility service. As explained by Respondent's witness, Complainant service had been terminated. She was not a current customer. Therefore, there was no account to apply the payments to and the payments were logically applied to the arrearages from Complainant's prior accounts. Tr. Page 66, lines 2 – 11; Tr. Page 72, lines 5 -11.

Complainant raises no new issues in her Exceptions to the Initial Decision, but simply continues to argue that her numerous partial payments were misapplied. She fails to cite relevant pages of the transcript and Initial Decision, but reasserts her numerous conclusions and misrepresentations in regard to the evidence of record.

Initial Decision, Page 4, # 3 and 4

Complainant takes issue with the application of a \$112.00 payment to her account at 802 N. 17th Street, Harrisburg, PA. Complainant's reference to 807 N. 17th Street is incorrect. The correct address is 802 N. 17th Street. Since Complainant owed a balance on her account at the 802 N. 17th Street, Harrisburg, PA account, UGI in accordance with 52 *Pa. Code*, Section 56.24, properly applied the partial payment to the balance due for prior utility service. Respondent's Ex. R-3. Complainant has not shown that she provided instructions to the contrary and admits in her Exceptions that she "...did not discuss how the deposit would be applied at this time as it was her understanding the deposit was already in place as it was mailed on 2/1/2010". Complainant's understanding cannot take precedence over the rules of the Commission for the application of partial payments. Complainant did not cite the record where Respondent "...openly admits to misapplying the payment", because no such admission is in the record.

Initial Decision, Page 5, #8,9 and 10

The Initial Decision Findings of Fact 8, 9 and 10 correctly characterizes the sequence of events regarding the initiation of service at 608 S. 24th Street. There was no billing error.

Initial Decision, Page 6, #13 and 15

The Initial Decision Findings of Fact 13, 14 and 15 correctly notes the sequence of events regarding payments by Complainant and the February 26, 2013 BCS ordered payment arrangement. However, complainant has not show that any valid directives were provided to Respondent regarding the allocation of the payments. ID, Page 12.

Initial Decision, Page 6, #16, 17 and 18

There was no misapplication of payments by Complainant. Respondent applied the payments in accordance with 52 *Pa. Code*, Section 56.24, which resulted in the payments being applied to her balance for utility service. Again, no valid directives were provided to Respondent regarding the allocation of the payments. ID, Page 12. Again, Complainant does not cite the record where Respondent "... admitted to misapplying payment...", because no such admission is in the record. UGI applied the \$112.00 payment on February 8, 2010 to Complainant's prior account balance at 802 N. 17th Street. See Exhibit R-3. Regarding sufficient information being provided to Complainant, Respondent provided Complainant with sufficient billing information to understand that she owed Respondent an arrearage from prior bills. See Respondent Exhibits R-9 through R-17.

Initial Decision, Page 7, #20 and 22

Respondent has no record of any "make-up arrangement" having been offered to Complainant. Tr., Page 78, lines 10 -11. Further, Complainant presented no competent proof of any such arrangement.

Initial Decision, Page 7, #23, 24 and 25

The averments of fact and allegations set forth herein regarding Respondent allegedly contacting Complainant at her place of employment, the Commission's Bureau of Consumer Services (BCS), were not discussed at the hearing of this complaint. Further, allegations directed toward the BCS not following the law to protect Complainant's service were also not discussed at the hearing. Further, Respondent has no record of contacting Complainant at her "personal" desk phone on June 20, 2013. However, Complainant did call Respondent on June 20, 2013 in reference to the pending termination of her service at 608 S. 24th Street. Apparently Complainant is confused. When Complainant called Respondent, she stated she could not make a payment until June 28, 2013. Respondent's representative advised Complainant that a payment of \$176.00 was needed to reinstate the BCS payment agreement and to stop the termination scheduled for June 25, 2014, with an additional \$190.00 payment due by June 7, 2014. Therefore, the BCS payment agreement was simply broken. Tr., pages 86 - 87.

Regarding Complainant's averment that the "...PUC representative did not follow laws to protect Complainant...", because the conduct of the PUC representative is outside the knowledge and control of Respondent, Respondent is unable to comment on the Complainant's argument. However, Respondent can note that Complainant has received two recent appropriate BCS decision. Respondent's Exhibits 18 and 19.

Exhibit E4 and C3

Respondent is unable to understand the point Complainant is trying to make.

Exhibit F1

Complainant provided no record reference of any letter to Respondent explaining the referenced "payments" and how the payments should be applied. Regarding "marked money orders", no component evidence is in the record or has been presented by Complainant. ID, Page 12.

Initial Decision, Page 8, #28

The application of the payments was fully explained by Respondent's witness. Tr. Pages 65 and 66, lines 4 - 25 and 1 - 12.

Initial Decision, Pages 7 and 8, #26, 28 and 29

Complainant sets forth a recitation of facts regarding payments and interactions between Complainant and Respondent. Regarding Complainant's allegation of "good faith" payments for the account, Respondent notes that many of Complainant's payments were made on an irregular basis, were untimely and were for less than the billed amount. See Respondent's Exhibit R-1.

Therefore, Complainant's allegations regarding her good faith are not supported by her long standing conduct of failing to pay her bills in full and on a timely basis in accordance with the monthly bills rendered to Complainant.

Initial Decision, Page 8, # 30, 31 and 32.

The averments of fact and allegations set forth herein by Complainant are not supported by the record. On April 15, 2014, Complainant called Respondent to inquire about the reconnection of service. On April 30, 2014, respondent confirmed Complainant had made a \$128.00 deposit payment. Thereafter, on April 30, 2014 Respondent called Complainant who agreed to a 12-month payback agreement. After Complainant informed Respondent that she was satisfied, Complainant was informed that a certificate of satisfaction would be filed. Respondent's service was reconnected on May 7, 2014 after access to the premises was obtained. Therefore, Complainant's averment that a falsified certificate of satisfaction was filed unbeknownst to Complainant is not correct. Respondent did everything reasonable possible to assist Complainant in having her service restore.

Respondent's General Comment Applying to Balance of Exceptions

Beginning on page 8 of the document Complainant filed on October 27, 2014 and titled "EXCEPTIONS FILED WITH RESPECT TO INTERLOCUTORY DECISION", Complainant sets forth 6 pages of averments of fact, allegations and conclusions of law that she believes support her complaint. There are no references to the Initial Decision and Transcript of the April 7, 2014 hearing. Therefore, Complainant can only respond generally to what are basically 6 pages of argument and will emphasis the areas wherein Complainant is incorrect in her analysis.

Discussion

Complainant reiterates her earlier argument that her payments were misapplied. Complainant ignores the language of the BCS decision, which states that any payments "may" first be applied to the security deposit. As stated above, Respondent applied the payments in accordance with 52 Pa. Code, Section 56.24, which resulted in the payments being applied to her balance for utility service. Again, no valid directives were provided to Respondent regarding the allocation of the payments. ID, Page 12. Regarding sufficient information being provided to Complainant, Respondent provided Complainant with sufficient information to understand that she owed Respondent an arrearage from prior bills. See Respondent Exhibits R-9 through R-17. Regarding Complainant's allegation the Presiding Officer ignored laws designed to protect Complainant, Respondent is of the opinion that the Presiding Officer's Initial Decision was appropriate. The record and the law do not support the Complainant's argument.

Complainant's Position

Again, Respondent continues to reiterate her previous argument that her payments were misapplied and accuses the Presiding Officer of not protecting her rights. She alleges incorrect statements and dates, but cites not record evidence while interjecting unsupported conclusions as

to why she believes her argument is correct. Regarding application of her payments and knowledge as to how the payments were being applied, the application of the payments was fully explained by Respondent's witness. Tr., Pages 65 and 66, lines 4 - 25 and 1 - 12. Also, monthly statements received by Complainant show account balances and payments. Complainant was advised she owed an arrearage, security deposit and reconnection charges and chose not to make payment on a timely basis. See Respondent's Exhibits R-4 and R-5.

Burden of Proof

Complainant argues that she should have been allowed to enter additional unspecified documents into the record. Complainant had sufficient knowledge of the hearing date to prepare her case. Proceedings cannot be allowed to continue indefinitely because Complainant having received an adverse initial decision now believes she should have another opportunity to continue this prolonged matter. The reference to Complainant's service having been off "...during one of the worse winters in history..." is incorrect. Complainant's service at 608 S. 247th Street was reconnected on May 7, 2014. Complainant was advised what was required to obtain service. Complainant was not a customer of Respondent during the winter of 2011 and 2012. See Respondent's Exhibit R-1 and R-2.

Applicable Statutes

Complainant cites a number of what she believes to be applicable statutes without reference or discussion as to how she believes the statutes applies to her complaint. The Commission is aware of the statutory provisions applicable to her complaint. The Presiding Officer has correctly applied the statutory provisions.

Analysis

Again Complainant attempts to argue that the money orders and alleged correspondence are competent evidence, which argument has been properly rejected. ID, Page 12. Also Complainant without record citation again references an alleged admission that does not exist.

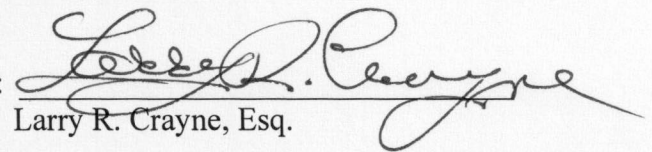
Conclusion

Complainant Crankfield has failed to carry her burden of proving Respondent incorrectly billed her for consumption and incorrectly applied payments to her account balance. The Commission should adopt Administrative Law Judge Dunderdale's well-reasoned Initial Decision.

Wherefore, UGI requests that Complainant's Exceptions be denied and that the Commission adopt without modification the Initial Decision of Administrative Law Judge Dunderdale.

Respectfully submitted,
UGI Utilities, Inc.

By:

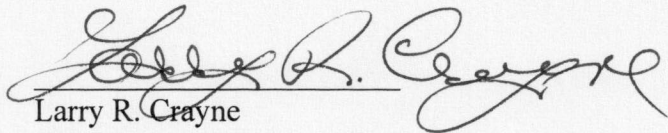

Larry R. Crayne, Esq.

Certificate of Service

I hereby certify that I have this day served a true and correct copy of the foregoing document upon the participant, listed below, in accordance with the requirements of Sec. 1.54 (relating to service by a participant).

Ernestine Crankfield
608 S. 24th St., 2nd Fl.
Harrisburg, PA 17104

Dated this 4th day of Dec, 2014



Larry R. Crayne
238 Johnston Road
Pittsburgh, PA 15241

Counsel for
UGI Utilities, Inc.