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December 30, 2014

VIA ELECTRONIC FILING ONLY
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Michael Scotto v. PPL Electric Utilities Corporation
Docket No: C-2014-2414070

Dear Ms. Chiavetta:

Enclosed for eFiling in the above-captioned matter is PPL Electric Utilities Corporation's Replies to Exceptions of Complainant.

Please note that this filing was eFiled with the Commission on the date indicated above.

Very truly yours,

KIMBERLY G. KRUPKA

KGK/ejm
Enclosure

cc: The Honorable Joel Cheskis (w/ enc.); *via email only*
Michael Scotto (w/ enc.)
Amy M. Bellizia (w/ enc.); *via email only*

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*Also admitted in NY
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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL SCOTTO,
Complainant,

vs.

PPL ELECTRIC UTILITIES CORPORATION,
Respondent.

COMPLAINT DOCKET
NO. C-2014-2414070

**PPL ELECTRIC UTILITIES CORPORATION'S
REPLIES TO EXCEPTIONS OF COMPLAINANT**

AND NOW comes the Respondent, PPL Electric Utilities Corporation (“PPL”), by and through its attorneys of record, Gross McGinley, LLP, and files the within Replies to Exceptions, alleging in support thereof as follows:

1. Denied. PPL Electric specifically denies that Complainant, Michael Scotto, has provided any proof of a faulty meter so as to sustain his initial burden of proof. While Complainant has shown inconsistent electrical consumption between the hearing seasons of 2012 and 2013, Complainant has failed to show that the usage within his home remained constant during those same time periods. (See PPL Hearing Exhibit 1, Statement of Account). Specifically, Complainant has consistently acknowledged that despite having gas heat, he utilized space heaters during the winter of 2013 (and 2014). (N.T. at 44-45). There can be little question that the use of space heaters, as opposed to the primary gas heating system, would cause Complainant to consume additional electricity. Accordingly, the Administrative Law Judge correctly found that Complainant failed to satisfy the burden of presenting prima facie evidence of improper billing. 66

Pa.C.S. § 332(a). *See also* Waldron v. Philadelphia Electric Company, 54 Pa. PUC 98 (1980).

Furthermore, even if the Commission was to find that Complainant has set forth a prima facie case, Respondent, PPL Electric, has provided sufficient evidence to rebut such case. As stated above, evidence was produced that during the 2013 winter, Complainant utilized electric space heaters. Accordingly, the usage would not remain consistent between 2012 and 2013. In fact, ALJ Cheskis provided a detailed chart of Complainant's usage from 2010 through 2014. The chart clearly demonstrates that Complainant's late spring and early fall electrical usage, which would not be influenced by space heaters or air conditioning, was extremely consistent. It was only during the winter months once Complainant started using space heaters that his usage increased dramatically. (Opinion at 9). Moreover, PPL Electric provided testimonial and documentary evidence of the meter test conducted on June 23, 2014. (N.T. at 61, 69-74, PPL Hearing Exhibit No. 6). The meter in existence at the time Complainant received the bills in question tested to an accuracy of 100%. Accordingly, even if Complainant had met the initial burden of producing evidence, PPL Electric provided sufficient evidence to rebut any prima facie case of billing inaccuracy.

In challenging the meter test, Complainant alleges that the test results should be inadmissible in that they were not provided in PDF format as he alleges is required by "Subchapter D of documentary filing 1.32 filing specifications." However, this requirement does not pertain in any way to the maintenance of business records. Rather, Complainant cites to a requirement for electronic filing, which is completely inapplicable.

Accordingly, ALJ Joel Cheskis properly found that Complainant failed to meet his burden of proof with regard to a claim of improper billing. Moreover, ALJ Cheskis correctly found that Complainant “failed to satisfy his burden of proof to demonstrate that PPL violated in any way the Public Utility Code, and Commission Order or regulation or any Commission-approved Company tariff with regard to the accuracy of his bill or PPL’s actions when entering his property to remove his meter.”

2. Denied. Complainant raises within his second Exception that PPL Electric failed to provide “adequate, efficient . . .etc” service in that PPL Electric did not provide any evidence of dates on which his meter was tested. Complainant’s contention is false. First, PPL Electric provided testimony that the meter was removed on June 19, 2014, and tested on June 23, 2014. (See N.T. 61, 69-74; PPL Hearing Exhibit No. 6). Moreover, there is no evidence that even if such dates were not documented that the failure to document removal and testing dates of a meter would result in inadequate or inefficient service of electricity to a customer. Moreover, Complainant himself presented testimony that he was not even aware that PPL Electric was on his property until approximately two dates later. (N.T. at 27). Moreover, Complainant did not suffer any interruption or electric service or property damage when PPL Electric entered his property to make the meter change. (N.T. at 27-28). Accordingly, where there is no Rule or Regulation which prohibits PPL Electric from entering onto a customers’ property (exterior) to service or change PPL Electric’s meter, ALJ Cheskis correctly found that PPL Electric did not violate any Rule or Regulation of the Commission in so doing.

3. Denied. PPL Electric denies Complainant’s Exception to the Court’s payment arrangement. Complainant, through his Complaint, sought a payment

arrangement on his overdue balance. Based on Complainant's household size of two adults and a monthly income of \$900, ALJ Cheskis provided Complainant with a payment arrangement. As an ALJ is not authorized to require a utility to place a customer into a Customer Assistance Program, such as OnTrack, the ALJ followed the Pennsylvania Statute and provided Complainant with a sixty (60) month payment arrangement. 66 Pa.C.S. § 1405(b)(1). While Complainant was/is enrolled in OnTrack, Complainant has a limited benefit allotment given his primary source of heat is non-electric. Accordingly, it was/is completely possible for Complainant to exceed his benefit allotment and be removed from the OnTrack program. The payment arrangement provided by ALJ Cheskis was completely in accordance with the Pennsylvania Statute and appropriate. 66 Pa.C.S. § 1405(b)(1). Further, it should be noted that PPL Electric does not remove a customer from a more beneficial Customer Assistance Program, unless specifically directed by the Commission, and does not interpret the decision of the ALJ as requiring removal of Complainant from the OnTrack program.

4. Denied. Complainant appears to interpret Ordering paragraph number 6 as permitting PPL Electric to terminate Complainant's electric service during the winter months. However, it must be noted that the Ordering paragraph provides "[t]hat if Michael Scotto fails to comply with the terms of this Order, PPL Electric Utilities Corporation is authorized to suspend or terminate his utility service *in compliance with all applicable tariff and regulatory requirements*, and to take other action permitted by law." (Opinion at pg. 18, emphasis added). The Decision of the Commission is clear that PPL Electric must comply with all applicable tariff and regulatory requirements.

For the foregoing reasons, it is respectfully requested that the Commission deny
Complainant's Exceptions.

Respectfully submitted,

GROSS MCGINLEY, LLP

By: _____


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Attorneys for PPL Electric Utilities Corporation

Date: December 30, 2014

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CERTIFICATE OF SERVICE

This is to certify that **PPL ELECTRIC UTILITIES CORPORATION'S REPLIES TO EXCEPTIONS OF COMPLAINANT** was mailed to counsel/complainant of record on behalf of Complainant by first class United States mail, postage on this the 30th day of December, 2014.

MICHAEL SCOTTO
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GROSS MCGINLEY, LLP

By:


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