**BEFORE THE**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Aesha Lynch :

 :

1. : F-2015-2468979

:

Pennsylvania-American Water Company :

**INITIAL DECISION**

Before

Katrina L. Dunderdale

Administrative Law Judge

 This Initial Decision sustains in part and denies in part the formal complaint filed with the Pennsylvania Public Utility Commission (Commission) by Aesha Lynch (Complainant or Ms. Lynch) against Pennsylvania-American Water Company (Pa-American, PAWC or Respondent), at Docket No. F-2015-2468979. The Initial Decision assesses a civil penalty against Pa-American.

HISTORY OF THE PROCEEDING

 On February 18, 2015, Ms. Lynch filed a formal complaint with the Commission against Pa-American alleging Respondent threatened to terminate service. She averred there were incorrect charges on the billing statements resulting from damage incurred when Respondent moved the meter from a crawlspace to a meter pit on Complainant’s property. Complainant requested the Commission order Pa-American to repair the damage and reduce the recorded consumption to a normal level.

 Pa-American filed an answer and new matter in response to the complaint on March 18, 2015. In its responsive pleading, Pa-American admits it moved the meter from the crawlspace into the meter pit but denies it caused the water leak. PAWC asserts the service line is leaking, and therefore Complainant is responsible to make the repairs. Pa-American requests the complaint be dismissed because the problem arose in Complainant’s service line which Complainant is responsible to repair and maintain.

 On April 7, 2015, the Office of Administrative Law Judge scheduled this matter for an initial telephonic hearing to be conducted on May 21, 2015 and issued a Call-In Telephone Hearing Notice to Ms. Lynch and Pa-American on that date. On April 16, 2015, the undersigned issued a Prehearing Order.

The presiding officer convened the initial hearing as scheduled on May 21, 2015 at which Ms. Lynch appeared *pro se* and testified on her own behalf. Ms. Lynch presented the testimony of her husband, Scott Lynch (Mr. Lynch), and offered one exhibit, marked Complainant Exhibit 1, which exhibit was admitted into evidence. Michael A. Gruin, Esquire represented Pa‑American and presented the testimonies of James Myers and Tawana Dean. Mr. Gruin offered fourteen (14) exhibits, marked Pa-American Exhibits 1 through and including 14, which exhibits were admitted into evidence. Complainant and Respondent made final statements on the record. The presiding officer received the transcript of the proceeding, which contains 154 pages, on June 26, 2015. The presiding officer closed the hearing record on June 30, 2015 by issuing the Interim Order Closing the Hearing Record.

FINDINGS OF FACT

1. Complainant, Aesha Lynch, has resided at 5325 Apache Trail, Tobyhanna, Pennsylvania 18466 (service address) in a single-family home along with her husband, Scott Lynch, for 15 years. (Tr. 16, 41).

2. Complainant is the ratepayer of record with Respondent, Pa-American Water Company, and has received water utility services from Respondent at the service address since approximately 2008, when Respondent took over providing water service from the Pocono Farms Community Water Company. (Tr. 17, 18).

3. Prior to 2008, Complainant did not receive monthly bills from Pocono Farms Community Water Company but paid for the water service through the payment of homeowner dues. (Tr. 17-19, 39).

4. Starting in 2010, Respondent began a replacement project to replace main pipelines within its distribution system in Complainant’s neighborhood and to install new meter pits closer to the main pipeline. (Tr. 62).

5. On or about July 17, 2014, Complainant called Pa-American to ascertain why Respondent had estimated consumption every month since 2008 and had never provided actual meter readings. (Tr. 18, 19, 23, 36, 37).

6. On or about July 17, 2014, Respondent advised Complainant that Respondent wanted to move the meter from its current location in a crawlspace under the service address into an awaiting meter pit located out by the main pipeline. (Tr. 19, 36).

7. On July 29, 2014, PAWC moved the meter from the crawlspace at the service address to the meter pit located approximately 50 feet away from the front of the residence and located within the right of way near the street. (Tr. 19, 30, 64, 69, 99; PAWC Exhibit 1).

8. The meter pit at the service address is located along a slight down grade between the house and a ditch which runs parallel to the road and the main pipeline in front of the house. (Tr. 98-100).

9. Complainant’s husband observed Respondent’s field worker move the old meter and install the old meter into the meter pit, which installation took approximately 15 minutes. (Tr. 43-47, 65).

10. Within minutes of installing the meter in the meter pit, Respondent’s field worker informed Complainant’s husband there was a leak in the house’s crawlspace where the field worker needed to tighten the pipes. (Tr. 43-47, 91, 92, 103).

11. After tightening the jumper pipe connections in the crawlspace, Respondent’s field representative saw that water continued to flow through the meter while no one in the service address was using the water service. (Tr. 43-47, 65-67, 91-94, 103, 104).

12. On July 29, 2014, Respondent’s field representative did not note on Pa-American’s business records his observation that water leaked from the service line after he moved the meter and repaired the jumper bar. (Tr. 91-96, 104-107).

13. After July 29, 2014, Complainant and Complainant’s husband observed water collecting in the trench located in the front yard, which trench runs parallel to the street. (Tr. 19, 31, 38, 43).

14. Complainant had not observed water in the front yard at the service address or experienced a leak in the water line prior to July 29, 2014. (Tr. 30).

15. After July 29, 2014, Complainant made numerous attempts to get Respondent’s assistance by calling Respondent and requesting Respondent re-visit the service address and determine the source of the collecting water. (Tr. 19).

16. On August 21, 2014, Pa-American returned to the service address and verified there was a leak between the meter and the service address. (Tr. 19, 49, 72-76;
PAWC Exhibit 2).

17. On August 21, 2014, Pa-American’s field worker noted approximately 37,500 gallons of water were recorded in the meter at the service address between July 29, 2014 and August 21, 2014. (Tr. 74; PAWC Exhibits 1, 2 and 13).

18. Monthly usage totaling 37,500 gallons for a residential customer is a “very, very high” consumption level. (Tr. 75).

19. On October 27, 2014, Respondent sent field service representatives to verify if repairs had been made to the service line at the service address. (Tr. 76, 114; PAWC Exhibit 3).

20. On November 5, 2014, Respondent sent a letter to Complainant notifying Complainant that Complainant was required to repair the service line. (Tr. 116, 117; PAWC Exhibit 10).

21. On December 4, 2014, Respondent issued a ten-day shutoff notice to Complainant. (Tr. 117; PAWC Exhibit 11).

22. On December 10, 2014, Pa-American posted a three-day termination notice at the service address because Complainant had not repaired the leak. (Tr. 78, 114, 125; PAWC Exhibit 5).

23. On December 22, 2014, Pa-American terminated water service at the service address. (Tr. 79, 114; PAWC Exhibit 6).

24. Water was constantly present in the trench in the front yard at the service address from July 29, 2014 until December 22, 2014, when PAWC terminated water service at the main pipe. (Tr. 30-32).

25. On December 31, 2014, Pa-American resumed water service to the service address. (Tr. 33, 53, 80, 81, 115; PAWC Exhibit 7).

26. On January 3, 2015, Respondent removed the meter from the meter pit in front of the service address and installed a new meter in its place because standing water in the meter pit damaged the meter. (Tr. 81, 82, 87, 115; PAWC Exhibit 8).

27. On January 12, 2015, Respondent’s field representative returned to the service address to verify if the leak had been repaired by testing to see if water was going through the meter but he could not recall if he first asked Complainant to stop all usage during the test. (Tr. 85, 86, 89, 115; PAWC Exhibit 9).

28. In April 2015, Complainant obtained the services of a plumber after Respondent’s agents advised her to get an estimate for the cost to repair a leak in the water line. (Tr. 38).

29. In April 2015, the plumber indicated to Complainant the location of the leak in the meter pit, and provided Complainant with an estimate of the cost to dig up the front yard and repair the leak. (Tr. 27-29, 50, 51).

30. Complainant obtained a payment arrangement from the Commission’s Bureau of Consumer Services in February 2015 which required Complainant to pay $130 per month for the arrearage plus the current bill amount. (Tr. 22; PAWC Exhibit 13).

31. Complainant has paid her current bills, plus the additional $130 each month, since February 2015 (Tr. 22; PAWC Exhibit 13).

DISCUSSION

Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S.A. § 332(a), provides that the party seeking affirmative relief from the Commission has the burden of proof. Ms. Lynch is the party seeking affirmative relief from the Commission and therefore has the burden of proof. Complainant has the duty to establish a fact by a preponderance of the evidence and must show that the utility is responsible or accountable for the problem described in the complaint.[[1]](#footnote-1) Additionally, care must be exercised to ensure the Commission’s decision is supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.[[2]](#footnote-2)

In her complaint, Ms. Lynch alleges the service line for the service address was functional and not leaking until PAWC moved the meter from the crawlspace to the meter pit. Ms. Lynch contends the utility company damaged the water line and should be required to make the necessary repairs. Complainant also states PAWC took too long to inform her about the leak and to take action on the problem, resulting in a termination of service shortly before the Christmas holiday. Ms. Lynch testified credibly there was no excessive usage on her billing statements. She also testified that prior to PAWC moving the meter she had never experienced any problems with water collecting along the service line. Complainant contends the utility should be required to fix the leak because the utility caused the leak to develop when the meter was moved.

Mr. Lynch testified Respondent’s employee caused the water line to leak when he negligently installed a new water meter at the service address in July 2014. Mr. Lynch points to the history for the service address because there had not been any leaks in the water line in the previous 15 years he lived at that location but a persistent leak developed in the front yard as soon as Respondent’s field worker installed a new meter. He stated the trench in the front yard is so saturated with water now that he frequently is unable to mow grass due to standing water. Mr. Lynch testified he wanted PAWC to fix the leak because it is not fair that he and his wife should have to fix something that PAWC damaged.

Respondent contends a leak developed in Complainant’s service line, and pursuant to its Tariff Sections 2.11 and 4.9, Complainant is responsible to repair the leak and prevent any additional gallons of water from being lost within the company’s distribution system. Respondent presented the testimony of its Field Service Representative, James Myers (Mr. Myers), whose testimony was not accepted as credible. He testified that the leak noticed by Complainant after July 29, 2014 must have been present prior to July 29, 2014 when he installed the old meter into the new meter pit because there was no possible way in which he could have damaged the service line. He testified that the meters were moved out to the meter pit because movement on the meter would show the water lost between the main pipeline and the service address. Mr. Myers testified he could not think of any reason or any way in which his work to move the meter out to the meter pit on July 29, 2014 could have caused the service line to leak.

Respondent also presented the testimony of its Compliance Manager, Tawana Dean (Ms. Dean), whose testimony was based upon business records but was accepted as credible. She testified Respondent’s records do not reflect Complainant called the utility company prior to July 29, 2014, and the first contact from Complainant was on August 20, 2014 when Complainant inquired why a recent bill reflected high water usage. Respondent’s records showed Complainant was advised there was a service line leak on August 21, 2014, when PAWC notified Complainant orally there was a service line leak which Complainant was required to repair.

“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.A. § 1501.

Title 52, Section 65.1 of the Public Utility Code (52 Pa.Code § 65.1) defines the utility company’s service line as the “connection between the distribution facilities or pipeline extensions of the utility which connects any main with the inlet connection of a service line of a customer at the curb or property line”, while the customer’s service line is the “service line extending from the curb, property line or utility connection to a point of consumption.”

Witness Credibility

 In assessing the credibility of witnesses, the presiding officer must consider their manner of testifying, their apparent candor, intelligence, personal interest and bias or lack of it when determining what weight shall be given to their testimony.[[3]](#footnote-3) A trier of fact may consider such factors as a witness’ appearance, his/her general bearing, conduct on the stand, demeanor, manner of testifying, such as candor or frankness or clearness of statements, intimation of voice, and positiveness of the witness and his/her uncertainty as to facts.[[4]](#footnote-4) An opportunity to observe the demeanor and appearance of a witness in many instances becomes the touchstone of credibility.[[5]](#footnote-5)

 I find the testimony of Complainant and Complainant’s husband to be clear, unequivocal and certain of the facts. I found the testimony of Respondent’s witness, Ms. Dean, to be clear and concise but based entirely upon business records. She had no hint of personal bias or *animus* towards Complainant but she also had no personal knowledge of the events that transpired at the service address in July and August 2014.

 In contrast, I did not accept as credible the testimony of Respondent’s witness, Mr. Myers, as his testimony was self-serving. Despite being a utility worker with nine years of experience, Mr. Myers did not note on business records that he knew there was a leak after he moved the meter on July 29, 2014. I find that omission to be telling. Mr. Myers admitted there was a small leak in the crawlspace after he moved the meter, which he repaired quickly. However, he failed to advise the company or his supervisors that the meter was recording water usage on July 29, 2014 when the water was shut off.

Conclusion

My review of the record evidence and testimonial evidence leads me to believe Pa-American appears to have created a serious water leak on Complainant’s property after PAWC moved the old meter from the crawlspace out to the meter pit. There was no water leak at the service address when PAWC’s field staff arrived on July 29, 2014. There was no water in the meter pit when PAWC’s field staff arrived on July 29, 2014. There was no standing water in the front yard of the service address when PAWC’s field staff arrived on July 29, 2014. However, an appearance of causation is not the same as causation.

After PAWC’s field staff left the service address on July 29, 2014, water began to collect in Complainant’s front yard for the first time in 15 years. After PAWC’s field staff left the service address on July 29, 2014, water accumulated in the meter pit. After PAWC’s field staff left the service address on July 29, 2014, so much water collected in the meter pit that the radio transmitter on the meter failed to function properly and meter readings had to be taken on site by field staff.

Complainant carries the burden of proving PAWC caused the leak. Complainant has not met the burden here because all Complainant proved is that PAWC appears to have caused the leak. Complainant did not prove where the leak is located, present the section of broken pipe showing how PAWC damaged it, or present testimony from a professional plumber or engineer testifying about how PAWC’s actions on July 29, 2014 led to the massive loss of water seen at the service address since that date. Complainant’s evidence, though credible, was insufficient in weight and content to overcome the contrary evidence from Respondent. Accordingly, Complainant’s request to require PAWC to repair the leak will be denied in the ordering paragraphs below.

However, the formal complaint will be sustained in part because Pa-American failed to provide reasonable and adequate customer service to Complainant. The evidence shows Respondent knew, through its field representative, there was a leak on July 29, 2014 but failed to inform Complainant until August 21, 2014 by which time 37,500 gallons of water were lost in Complainant’s front yard. Pa-American failed to notify the customer about the existence of the water leak for one month after PAWC’s field representative knew there was a leak. The contrary evidence presented by Respondent was insufficient in weight to rebut the evidence Complainant presented. As a result, Complainant carried the burden of proof and showed Pa-American failed to provide reasonable customer service when PAWC came onto Complainant’s property on July 29, 2014 and failed to notify Complainant about the water leak after PAWC installed the meter in the meter pit. As a result of the omission by PAWC and because PAWC did not visit the service address when Complainant called about the water in the ditch, Complainant was forced to pay for 37,500 gallons of water which flowed through the meter from the time the leak started until August 21, 2014.

The Commission is without authority to award monetary damages as Complainant requested, pursuant to Feingold v. Bell of Pennsylvania, but the Commission is empowered to issue a civil penalty and/or to require a utility to refund monies which were incorrectly billed to a ratepayer. Therefore, PAWC will be required to pay a refund and credit to Complainant’s account the cost of water which flowed into Complainant’s yard from July 29, 2014 through August 21, 2014. In the ordering paragraphs below, Respondent will be required within thirty (30) days from the date of the Commission’s final order, to credit to Complainant the sum of $408.50 which represents the amount billed in August 2014 for the water lost when PAWC failed to notify Complainant about the water leak or respond timely when Complainant called to complain of standing water. (See PAWC Exhibit 13). Accordingly, the complaint is sustained in part in the ordering paragraphs below.

Civil Penalty

When appropriate due to violation of the Commission’s statutes or regulations, Sections 3301(a) and (b) of the Public Utility Code, 66 Pa.C.S.A. § 3301(a) and (b), authorize the Commission to impose a maximum civil penalty of $1,000 per day for violations of its statutes, regulations and orders. The Commission has adopted certain standards that are to be applied in determining the amount of civil penalties when violations are admitted or determined to have occurred.

There are ten standards which the Commission first articulated in Joseph A. Rosi v. Bell Atlantic-Pa., Inc. and Sprint Communica­tions Company, Docket No. C‑00992409 (Order entered February 10, 2000) (“Rosi”) and which are now published at 52 Pa.Code § 69.1201(c) in the Commission’s Policy Statements and Guidelines. In any case in which a civil penalty is assessed, these ten factors must be considered when calculating the amount of the penalty. The factors are meant to ascertain, in general, how serious was the conduct and intention of the utility, how the individual consumer was affected and how the utility’s conduct may bode for similar future situations.

Review of Factors under 52 Pa.Code § 69.1201(c)

 The first criterion to consider is whether the violation was of a serious nature or whether it was less egregious, such as an administrative or technical error. Respondent knew a leak existed at the service address but did not inform the ratepayer until almost one month later – and only after Complainant called to request a visit due to a high bill complaint. This behavior constitutes a serious violation. Thus, I conclude this violation is serious in nature and warrants a higher penalty.

 The second criterion is whether the resulting consequences of the conduct was of a serious nature, such as personal injury or property damage. No testimony was presented that Complainant’s property was damaged but the consequence of PAWC’s conduct cost Complainant a significant sum of money. Thus, I conclude the consequence is of a serious nature and warrants a higher penalty.

 The third criterion is whether the conduct at issue was deemed intentional or negligent. I conclude the conduct was not negligent but was intentional. The field representative had nine years of employment history with PAWC and knew he was required to put the information about a serious condition down in his notes. He knew the customers must be advised about the leak. He intentionally decided to omit the information from his report, and thereby he delayed Complainant from learning about the leak. Thus I conclude the conduct warrants a higher penalty.

 The fourth criterion is whether the utility made efforts to modify internal practices and procedures to address the conduct and prevent similar conduct and the amount of time it took for the implementation of these measures. No evidence was presented that PAWC recognized the error by the field representative and provided remedial training or instruction. No evidence was presented that PAWC recognized it failed to timely notify its customer about the leak when the leak was discovered on July 29, 2014. Thus I conclude this criterion does justify a higher penalty.

 The fifth criterion is the number of customers affected. According to the record evidence, only Complainant was impacted. This criterion would justify mitigating against a higher penalty.

 The sixth criterion is a consideration of Respondent’s compliance history. No evidence was presented that PAWC has a poor compliance record for recognizing when its distribution system has lost a large quantity of water and/or failed to notify a customer about a service line leak when PAWC finds a leak exists. Therefore, I conclude this criterion would justify mitigating against a higher penalty.

 The seventh criterion is whether the regulated entity cooperated with the Commission’s investigation. There was no investigation by the Commission, and therefore this criterion works neither to mitigate nor to aggravate the penalty to be imposed.

 The eighth criterion is the amount of the civil penalty or fine necessary to deter future violations, with consideration of the size of the utility. PAWC is a large utility with an extensive territory. Furthermore, PAWC’s failure to recognize lost water from July 29, 2014 to August 21, 2014, despite numerous calls for assistance from Complainant, is reminiscent of a similar failure to monitor water loss in Rome Property Management, LLC v. Pennsylvania American Water Company, Docket No. F-2009-2119253 (Final Order entered December 17, 2010). Therefore, in consideration of all relevant factors, I conclude a penalty of $5,000 is sufficient to deter future violations.

 The ninth criterion is past Commission decisions. No party cited to any prior Commission decisions involving unreasonable customer service in how a utility responded when its distribution system lost a large quantity of water and/or failed to notify a customer about a service line leak after the utility finds a leak exists. Therefore, I conclude this criterion would justify mitigating against a higher penalty.

 The tenth criterion is other relevant factors, and none have been suggested or considered other than those factors previously discussed.

In this proceeding, PAWC’s action – to fail to notify Complainant about the water line leak and thereby deny Complainant the opportunity to mitigate the water loss – was serious and warrants a penalty. In addition, the resulting consequences from this action were of a serious nature and warrant a penalty. A civil penalty is necessary to deter similar future violations, especially in light of the consequences. Because the evidence presented and taken as a whole proves a civil penalty is necessary, I am assessing a Five Thousand Dollar ($5,000) civil penalty against Respondent. Accordingly, Pa-American is ordered to pay a civil penalty in the ordering paragraphs below.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding.  66 Pa.C.S.A. § 701.

 2. Complainant carries the burden of proving Respondent failed to provide adequate service by improperly disconnecting and re-installing the meter at the service address in July 2014, resulting in damage to Complainant’s property. 66 Pa.C.S.A. § 332(a).

 3. Complainant proved Respondent failed to notify Complainant about the water leak when Respondent learned of its existence on July 29, 2014.

 4. Complainant failed to prove Respondent did not provide adequate service by improperly disconnecting and re-installing the meter at the service address in July 2014, resulting in damage to Complainant’s property.

 5. The Commission is without jurisdiction to consider negligence issues. Poorbaugh v. Pa. Pub. Util. Comm’n, 666 A.2d 744 (Pa.Cmwlth. 1995).

 6. The Commission is authorized to consider and impose civil monetary penalties against a public utility company but is without authority to award money damages to a party. 52 Pa.Code § 1201 *et seq*.

 7. Complainant proved Respondent failed to provide her with adequate and reasonable customer service. 66 Pa.C.S.A. § 1501.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Aesha Lynch versus Pennsylvania-American Water Company at Docket No. F-2015-2468979 is hereby sustained in part and denied in part.

2. That the complaint of Aesha Lynch versus Pennsylvania-American Water Company at Docket No. F-2015-2468979 is hereby sustained in part in that Aesha Lynch did prove Pennsylvania-American Water Company failed to provide reasonable and adequate customer service when it failed to notify her about the water line leak on July 29, 2014.

3. That the complaint of Aesha Lynch versus Pennsylvania-American Water Company at Docket No. F-2015-2468979 is hereby denied in part in that Aesha Lynch did not prove Pennsylvania-American Water Company damaged the water line on July 29, 2014.

 4. That Pennsylvania-American Water Company is hereby assessed the penalty of Five Thousand Dollars ($5,000) because Respondent failed to provide reasonable and adequate customer service in failing to notify Aesha Lynch about the water line leak on July 29, 2014.

 5. That Pennsylvania-American Water Company, within thirty (30) days of the Commission’s Final Order, in this case shall pay a civil penalty in the amount of Five Thousand Dollars ($5,000) by sending a certified check or money order payable to the Commonwealth of Pennsylvania addressed to:

Secretary

Pennsylvania Public Utility Commission

P.O. Box 3265

 Harrisburg, PA 17105-3265

 6. That Pennsylvania-American Water Company, within thirty (30) days of the Commission’s Final Order, shall credit to Complainant’s account the sum of $408.50.

 7. That Pennsylvania-American Water Company is hereby directed to cease and desist from further violations of the Public Utility Code, 66 Pa.C.S.A. §§ 101, *et seq.*, and the regulations of this Commission, 52 Pa.Code §§ 1.1, *et seq*.

8. That the Docket in this proceeding, Docket No. F-2015-2468979, be marked closed.

Date: September 17, 2015 /s/

 Katrina L. Dunderdale

 Administrative Law Judge

1. Se-Ling Hosiery, Inc. v. Margulies, 364 Pa. 45, 70 A.2d 854 (1950); Feinstein v. Philadelphia Suburban Water Compan*y*, 50 Pa. PUC 300 (1976). [↑](#footnote-ref-1)
2. See, e.g., Section 704 of the Administrative Agency Law, 2 Pa.C.S.A. § 704; Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm’n, 489 Pa. 109, 413 A.2d 1037 (1980); Erie Resistor Corp. v. Unemployment Comp. Bd. of Review, 194 Pa. Superior Ct. 278, 166 A.2d 96 (1961); and Murphy v. Dept. of Public Welfare, White Haven Center, 480 A.2d 382 (Pa.Cmwlth. 1984). [↑](#footnote-ref-2)
3. Danovitz v. Portnoy, 399 Pa. 599, 161 A.2d 146 (1960). [↑](#footnote-ref-3)
4. In re Gaston’s Estate, 361 Pa. 105, 62 A.2d 904 (1949). [↑](#footnote-ref-4)
5. Connor v. Connor, 168 Pa. Superior Ct. 339, 77 A.2d 697 (1951). [↑](#footnote-ref-5)