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December 8, 2015

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Post Office Box 3265, 400 North Street
Harrisburg, PA 17105-3265

RE: James S. Kashmer v PPL Electric Utilities Corporation
Docket No: F-2015-2487224

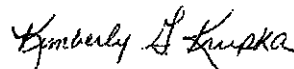
Dear Ms. Chiavetta:

Enclosed for eFiling in the above-captioned matter is an original of the Exceptions of PPL Electric Utilities Corporation to the Initial Decision, along with the attached Certificate of Service.

Pursuant to 52 Pa. Code §1.11, the enclosed document is to be deemed eFiled on the date as indicated above.

Thank you for your cooperation in this matter.

Very truly yours,



KIMBERLY G. KRUPKA

KGK/ejm
Enclosure

cc: James E. Kashmer (w/ enc.)
Administrative Law Judge Joel H. Cheskis (w/ enc.); *via email only*
Kimberly R. Safford (w/ enc.); *via email only*

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COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

JAMES S. KASHMER,

Complainant,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

Docket No. F-2015-2487224

**EXCEPTIONS OF PPL ELECTRIC UTILITIES CORPORATION
TO THE INITIAL DECISION OF ALJ JOEL H. CHESKIS**

AND NOW, comes the Respondent, PPL Electric Utilities Corporation (“Respondent” and/or “PPL Electric”), by and through its counsel, Gross McGinley, LLP, and files the within Exceptions to the Initial Decision, dated November 18, 2015, as follows:

Introduction

The Pennsylvania Administrative Code (the “Code”) provides that exceptions may be filed by a party and served within 20 days after the initial, tentative, or recommended decision is issued. 52 Pa. Code § 5.533(a). Exceptions must be “concise.” 52 Pa. Code § 5.533(c). Additionally, the Code provides that each exception must be numbered and identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision. 52 Pa. Code § 5.533(b). Further, supporting reasons for the exceptions shall follow each specific exception. *Id.*

As it pertains to the instant case, PPL Electric files the instant Exceptions due to the fact that the Administrative Law Judge (“ALJ” and/or “presiding officer”) incorrectly determined

that PPL Electric provided an improper notice of termination to Complainant, and accordingly, incorrectly assessed a civil penalty against PPL Electric totaling Five Hundred Dollars (\$500.00).

History of the Proceeding

On June 10, 2015, Complainant, James S. Kashmer, filed a formal complaint with the Pennsylvania Public Utility Commission (“Commission”) against PPL Electric Utilities Corporation. Complainant alleged that PPL Electric improperly threatened to terminate his utility service by leaving a termination notice at the door of the service address, which was his second home, that would have went into effect had Complainant not contacted PPL Electric. Complainant requested that PPL Electric be required to contact a ratepayer by phone or email instead of leaving a termination notice at the premises. Service of the Complaint was effectuated on PPL Electric on June 12, 2015. Thereafter, on July 2, 2015, PPL Electric filed an Answer to Complainant’s Complaint. In such answer, PPL Electric explained that a third person with an unpaid final balance from a former address attempted to initiate service at Complainant’s address, which resulted in PPL Electric removing the account from Complainant’s name. Thereafter, when the called failed to comply with the requirements for service, PPL Electric posted a termination notice on the door at the service address, as there was now a “user without contract.” In addition, PPL Electric provided that at no time was Complainant’s service terminated.

On July 6, 2015, the office of the Administrative Law Judge scheduled an initial telephonic hearing in this matter for Tuesday, August 11, 2015 at 10 o’clock AM. On November 18, 2015, ALJ Joel Cheskis issued a prehearing order establishing the procedural rules governing the hearing.

The presiding officer convened the initial hearing on August 11, 2015 at which Mr. Kashmer appears pro se and PPL Electric was represented by Kimberly G. Krupka, Esquire, and presented two witnesses. After both sides submitted exhibits, the transcript of the hearing was submitted to the Commission on August 24, 2015 and the record was closed. On November 18, 2015, ALJ Cheskis issued an initial decision.

First Exception

The record fails to establish that PPL Electric failed to provide appropriate notification, as required by the Code, for posting termination of service

1. PPL Electric excepts to Conclusions of Law 8, 9, and 10, as specifically applied to the instant case. Conclusion of Law 8 provided “prior to terminating service, a public utility shall provide written notice of the termination to the customer at least ten days prior to the date of the proposed termination. 66 Pa.C.S. §1406 (b)(1)(i).” Conclusion of Law 9 provides “prior to terminating service, a public utility shall attempt to contact the customer or occupant to provide notice of the proposed termination at least three days prior to the scheduled termination either in person, by telephone, or by email, text, or other electronic message format. 66 Pa.C.S. §1406 (b)(1)(ii).” In addition, Conclusion of Law 10 provides “a public utility may not interrupt, discontinue, or terminate service without attempting to contact the customer or adult occupant, either in person or by telephone, to provide notice of the proposed termination at least three days prior to the scheduled termination. If personal contact by one method is not possible, the Public Utility is obligated to attempt the other method. 52 Pa. Code §56.93(a).” While PPL Electric does agree that these are accurate statements of the law, PPL Electric excepts to the application to this case. Further, PPL Electric excepts to Ordering Paragraphs one (1) through four (4) which flow from the ALJ’s finding that PPL Electric violated these provisions.

Specifically, as found by the ALJ, Mr. Kashmer is the original owner of the home which is the end unit in a townhome community. (Finding of Fact 7; Tr.11-12). Further, Mr. Kashmer's PPL Electric account was paid in full at the time the termination notice was received because the account is on autopay. (Finding of Fact 8; Tr. 12). However, as the ALJ found, when a new PPL Electric customer calls to request service, the agent handling the case will take certain information needed to establish the service, and determinate whether any deposits are required. (Finding of Fact 18; Tr. 22). A majority of the time, an applicant will call PPL Electric to place service in their name without a current ratepayer at the service address requesting that service be disconnected. (Finding of Fact 19; Tr. 23). Further, the existing customer at the service address often times does not contact PPL Electric to cancel service, so PPL Electric will commence the new service to avoid a delay in service or billing a person who no longer occupies the premises. (Finding of Fact 20, Tr. 23-24). Further, it is the policy of PPL Electric that when an individual who requests new service at a service address with a prior unpaid balance, PPL Electric may request such balance be paid, or a portion thereof paid, as a condition to establish new service. (Finding of Fact 21, Tr. 24). The ALJ correctly found that this is a reasonable procedure for changing ratepayers on an account as often times a new tenant will move into a premise, and the prior tenant will not contact PPL Electric to notify PPL Electric that they are in fact leaving the premises. Such process leads to the efficient transfer of service.

As testified to by PPL Electric representative Alecia Weaver, a request for a new connect was received by the PPL Electric service center for the service address on November 3, 2014 from a caller named Tracy Bellamy. (Finding of Fact 30; Tr. 44-45; PPL Electric Hearing Exhibit No. 2). When a new customer contacts PPL Electric, PPL Electric requires the new customer to verify their name, address, telephone number, request start date, and at times even

social security numbers. (Finding of Fact 27; Tr. 42-43). In the case of Ms. Bellamy, there was a previous balance on her account. (Finding of Fact 31; Tr. 45; PPL Electric Hearing Exhibit No. 2). Accordingly, Ms. Bellamy's contact with PPL Electric to advise that she was now residing in the premises acted to take the account out of the name of Complainant. However, when Ms. Bellamy failed to satisfy the requirement of becoming a new customer, the account became a "user without contract".¹ Therefore, On November 13, 2014, PPL Electric posted the property with a Notice of Termination on or after November 19, 2014.

While it was reasonable for PPL Electric to rely upon the communication from Ms. Bellamy that she was now residing in the premises that had been in the name of Complainant, it unfortunately resulted in a situation of a user without contract. By Ms. Bellamy notifying PPL Electric that she now owned the premises, instead of Mr. Kashmer, the account was taken out of the name of Mr. Kashmer. However, while Ms. Bellamy was an applicant for service, she had a prior unpaid balance, and failed to meet the requirements to initiate new service at the premises. Accordingly, when there was continued use on the meter, it became an instance of "user without contract." 52 Pa. Code §56.2. Accordingly, PPL Electric was not required to comply with the ten day notice provisions of §56.91. While §56.91 does provide that a public utility shall provide written notice of the termination to the customer at least ten days prior to the date of the proposed termination, this provision also provides "in the event of a user without contract as defined in §56.2 (relating to definitions) the public utility shall comply with §§56.93 through 56.97, but need not provide notice ten days prior to termination. Therefore, the notice provided by PPL Electric dated November 13, 2014 with a termination date of on or after November 19, 2014, does not violate the ten day notice requirement.

¹ After it was learned that there was a concern with regard to Ms. Bellamy's contract on this account, PPL reviewed the tape of the prior conversation with Ms. Bellamy and confirmed that in fact she did request service at the service address. (Finding of Fact 34; Tr. 47; PPL Electric Hearing Exhibit No. 2).

In addition, PPL Electric has complied with 52 Pa. Code §§56.93-56.97. Specifically, §56.93 provides “that if contact is attempted by person by a home visit, only one attempt is required. The public utility shall conspicuously post a written termination notice at the residence if it is unsuccessful in attempting to personally contact a responsible adult occupant during the home visit.” 52 Pa. Code §56.93. Moreover, it must be noted that there was no actual termination ever made. In addition, while §56.94 must also be complied with for a user without contact, such provision applies immediately preceding the termination of service. As Mr. Kashmer contacted PPL Electric in advance of November 19, 2014, and the proposed termination was discontinued, there was never a need to comply with procedures immediately prior to termination. Further, §56.95 is not applicable as such provision pertains to the months of December through March. §56.96 also is not applicable as it pertains to post termination notice, and there was no termination in this case. Finally, PPL Electric did comply with §56.97 which governs procedures upon customer or occupant contact prior to termination. As testified to by Mr. Kashmer, as soon as he contacted PPL Electric and it was noted that in fact he was still residing at the premises, the scheduled termination was discontinued.

Accordingly, as this is a case of a user without contract, PPL Electric has fully complied with the required notices for termination. While there has been expressed some concern that PPL Electric may be providing termination notices with less than ten days’ notice of the scheduled termination, the notice issued to Mr. Kashmer was specific to the case of a user without contract. As found by ALJ Cheskis, PPL Electric representative Ronald Capers testified that he has been with PPL Electric for 33 years and his current job title is Quality Assurance and Compliancy. (Finding of Fact 16; Tr. 21). Mr. Capers testified that this is the first time PPL Electric had someone contact PPL Electric to have service placed in their name who did not

reside there. (Finding of Fact 23; Tr. 26, 27). In fact, one would not expect an individual to contact PPL Electric with their name, address, telephone number, and social security number to establish a bill in their name for a location at which they are not residing. Accordingly, it was reasonable for PPL Electric to rely upon the representation of Ms. Bellamy that she would be residing there and wanted to establish service. The process in place by PPL Electric permits for the efficient transfer of service to insure that all new residents retain service in their name. In addition, it provides that prior tenants are not billed at locations at which they do not reside.

Second Exception

The record fails to establish that a civil penalty should have been imposed against PPL Electric

In the initial decision, the ALJ found that by providing improper notice of termination to Complainant, PPL Electric's actions were serious enough to warrant a civil penalty. (Conclusion of Law 11). As explained above, as PPL Electric did not violate the ten day notice requirement, as ten days is not required for a user without contract, PPL Electric respectfully excepts to Finding of Fact 12, 13, and ordering paragraphs 1 through 4.

Conclusion

In light of the foregoing, PPL Electric Utilities Corporation respectfully requests that the Public Utility Commission grant these Exceptions and not adopt the ALJ's initial decision.

Respectfully submitted,

DATE 12/8/15

GROSS MCGINLEY, LLP

Kimberly G. Krupka

BY: _____

KIMBERLY G. KRUPKA, ESQUIRE

Attorney ID # 83071

Attorney for Respondent, PPL Electric Utilities Corp

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JAMES S. KASHMER,

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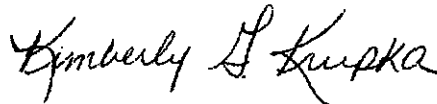
CERTIFICATE OF SERVICE

This is to certify that the EXCEPTIONS OF PPL ELECTRIC UTILITIES CORPORATION TO THE INITIAL DECISION on behalf of PPL ELECTRIC UTILITIES CORPORATION was mailed to counsel/complainant of record on behalf of Respondents by First Class United States mail, postage on this the 8th day of December, 2015.

JAMES S. KASHMER
83 SYCAMORE DRIVE
MIDDLETOWN, NY 10940

DATE 12/8/15

GROSS MCGINLEY, LLP



BY: _____

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