

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
HARRISBURG, PENNSYLVANIA 17120**

James S. Kashmer
v.
PPL Electric Utilities Corporation

**Public Meeting August 11, 2016
2487224-OSA
Docket No. F-2015-2487224**

**JOINT STATEMENT OF COMMISSIONER JOHN F. COLEMAN, JR.
AND COMMISSIONER ROBERT F. POWELSON**

Before the Pennsylvania Public Utility Commission for disposition are the Exceptions of PPL Electric Utilities Corporation (PPL) to the Initial Decision (ID) sustaining the Formal Complaint filed in the above-captioned proceeding.

The Complaint arose out of an unusual circumstance in which a third party who neither owned nor resided at the Complainant's Tannersville, Pennsylvania residence contacted PPL in November 2014 to initiate electric service there. The ID sustains the Complaint and imposes a \$500 civil penalty on PPL. The ID finds that PPL's written termination notice dated November 13, 2014 did not provide ten days' notice prior to the proposed termination as required by applicable law.¹ The ID also finds that PPL did not contact the Complainant three days before the scheduled termination as required by applicable law.²

We believe PPL did not provide reasonable service in violation of Section 1501 of the Public Utility Code³ for the reasons set forth in the motion. However, we question whether PPL violated the Commission's regulations here, including the Commission's 10-day notice rule. In our view, PPL acted reasonably when it treated the third party requesting service at the Tannersville residence as a "user without contract" when she failed to comply with PPL's conditions to initiate service.⁴ As a "user without contract," PPL was not required to provide ten days' written notice prior to the proposed termination.⁵

We also question whether PPL violated the Commission's 3-day notice rule. The termination notice posted at the Tannersville residence on November 13, 2014, had a proposed termination date of "on or after" November 19, 2014. Assuming a November 19th termination date, three days' notice would have been due on November 16th, which was a Sunday. However, service to the Tannersville residence was not terminated on November 19th, as the Complainant contacted PPL on November 17th about the notice, which halted the termination process. Based upon these facts, it is not clear to us that the three days' notice requirement was triggered here.

¹ PPL must provide written notice to the customer at least ten days prior to the date of the proposed termination. *See* 66 Pa. C.S. § 1406(b)(1)(i) and 52 Pa. Code § 56.91(a).

² PPL must attempt to contact the customer or occupant at least three days prior to the scheduled termination. *See* 66 Pa. C.S. § 1406(b)(1)(ii) and 52 Pa. Code § 56.93(a).

³ PPL is obligated under Section 1501 of the Code, 66 Pa. C.S. § 1501, to provide adequate, safe, efficient and reasonable electric service. This obligation includes providing reasonable billing and other account-related services.

⁴ At that point, the usage was not approved by PPL, and the third party became a "user without contract" as defined by our regulations.

⁵ *See* 52 Pa. Code § 56.91(a).

Upon review, we agree with imposing a \$500 civil penalty on PPL but only for violating Section 1501 of the Code. A \$500 penalty is warranted, based on the nature of the violations as relating to initiation/disconnection of service, which is a serious matter. A \$500 civil penalty also is warranted to deter PPL from committing future violations of the type that occurred here.

Accordingly, we concur in result only with the proposed motion.

Date: August 11, 2016



JOHN F. COLEMAN, JR.
COMMISSIONER



ROBERT F. POWELSON
COMMISSIONER