

30 December 2016

To: The Pa Public Utility Commission Secretary
400 North Street
Harrisburg, PA 17120

From: Ross E. Schell
203 Knollwood Drive
Harrisburg, PA 17109-5515
PH# 717-651-0824
Fax# same but call First.

C-2016-2535220

C-2016-2538023

C-2016-2539969

To Whom this may Concern

Notice of Exceptions.

Even though I did not get a notice to do so I am filing and exceptions to this initial decision.

- a. Why did it have to be corrected was it because the judge was not paying attention to the evidence or transcript of the hearing again. The errata document was not even signed by anyone so who knows who wrote it.

B. to start out how can he say our lives have not been impacted by the sheer number of outages we have had to put up with over the years. Everything in my house takes at least 10 minutes to boot up or come back up after the power goes out. My security systems have to completely reboot after each outage even after a 1 second power failure. My Dish takes about 10 minutes to come back on line. My wireless router takes about 5 minutes to reboot as well as the printers, microwave and other Items I use on a daily bases. It even destroyed a fridge that we had.

But the fact that he is missing evidently he did not read this evidence that was filed by PPL's Attorney at almost all the hearings we have had.

They have not summited any evidence that trees were causing my outages. They even went as far as saying squirrels were causing it. And that they capped the transformers in our neighborhood. I proved that the so called expert lied when he said this, and filed a petition of objection proving he lied with pictures. Evidently the judge missed this too. As far as reliability the evidence was summited and ignored by the Judge in this matter. I have been complaining about the service I have been paying for over the last 17 years and it has not met the minimum allowed by law. Yet the judge cannot for some reason to see this in the evidence that has been summited. Perfect service is not called for according to the Judge. Yet reasonable reliable safe services are required by law. And I have not been getting it.

As far as the electric company trimming the trees every 4 years I have lived here for 17 years and unless we or the fire company calls they do no trimming as stated.

As far as my meter is concerned, I have tried to submit evidence for this, but was rejected by the secretary or the Judge out of hand. But if my meter was good why did they change it (First time since I moved in) and why since that was done has my bill actually gone down, even though I have the same three people living in my house since sept 2014. And not cut the stuff I am running. Might be even more since I have my Grand Daughters almost every weekend.

And payment arrangements when I called in November 2015 to arrange on all I got was 1245.00 Up front and 456 per month after till payed off. I got something like this almost every time I called so I quite calling.

I use to complain about my power going out but quite after I did not get anywhere with PPL. Evidence of this was submitted, yet ignored by the Judge.

Mr. Hadginske (The one who Lied about squirrel Caps) admitted he was not present when the meter test was done. As far as changing my meter in 2002 or 2003. No evidence was submitted by PPL to prove this. I think it is funny how the judge will take the word of PPL as gospel yet down right ignore any of the evidence I provide. Mr. Hadginske maybe a Electrical Engineer I was a combat engineer for 12 years

in the US army and was instructed in a lot of stuff. I know for a fact that they did not change my meter like they said because I wrote down the seal number on my meter box when I moved in and it was not changed until they replaced my meter earlier this year. They can shut your power off by computer not disconnecting the meter like they used to. So if they have that much control over their meters they can adjust the meters too run faster or slower. I have watched the power being shut off at other houses and all they do is call in and tell whoever is on the phone to shut off. Same with on, they call in and ask for it to be turned back on.

19 This violates the laws regarding meters yet the judge misses it.

They have not been out to read my meter in more than 5 years.

23. yes all my complaints are about service or lack of reliability safety serviceability.

Again he is really ruling on my relief not the Validity of my complaints not the evidence summited to prove them.

Ross E. Schell

Certificate Of Service

I do Herby Certify That I have This Day 30 December 2016 I
Have Served a true And correct copy of the Exceptions 30
December 2016 upon The person's and manner Set Forth Below.

Via Fax exceptions

Kimberly G. Krupka

33 S Seventh Street

P.O. box 4060

Allentown, PA 18105-4060

The Honorable Jeffery A. Watson

Piatt Place

Suite 220

301 5th Avenue

Pittsburg, Pa 15222 has cut off all contact with me

Ross E. Schell

And this is not showing all outages that have occurred

Schell; 09010-71010

Wednesday, June 29, 2016
2:18 PM

OMS Outage History

Trouble Date & Time	Restored Date & Time	Job Number	Duration	Order Description	Cause	Weather Type	Comments
6/24/2007 7:00:00 AM	6/24/2007 7:00:00 AM	130870-1	0	NL Order	Unknown	Unknown	
8/2/2007 10:27:21 PM	8/3/2007 1:40:05 AM	148048-1	160	NL Order	Equipment Failures	Not a Factor	Received from SCADA: 22:27 08/02/2007 UG 3 phase cable failed SC-27715s35327 to SC-27502s35278. Problems with Bakelight insulators between switches of GOLB-9526 at SC-27502s35278 caused approx. a 45 minute delay to restoring last 1339 customers. SC needs permanent repairs.
9/6/2007 8:54:21 AM	9/6/2007 8:54:21 AM	162232-1	0	NL Order	Unknown	Unknown	
11/2/2007 10:02:00 AM	11/2/2007 10:02:00 AM	180420-1	0	NL Order	Unknown	Unknown	
12/16/2007 5:06:00 AM	12/16/2007 5:06:00 AM	205962-1	0	NL Order	Unknown	Unknown	
12/16/2007 5:24:48 AM	12/19/2007 12:00:19 PM	208534-1	4716	NL Order	Trees-Not Trimming Related	Ice/Sleet/ Snow	A & C phase S side loops opened at pole 26404s35107 for downed conductors pole 26404s35080 to pole 26403s35060. switch order H-462 WR 35449. Back in service at this time.
12/17/2007 12:45:00 PM	12/17/2007 12:45:00 PM	207559-1	0	NL Order	Unknown	Unknown	
4/30/2008 8:13:20 AM	4/30/2008 10:00:00 AM	253789-1	107	NL Order	Scheduled Outage	Not a Factor	tree trimming crew removed trees
6/16/2008 11:25:00 PM	6/16/2008 11:25:00 PM	277099-1	0	NL Order	Unknown	Unknown	
11/6/2008 8:34:00 AM	11/6/2008 8:34:00 AM	335897-1	0	NL Order	Unknown	Unknown	
5/5/2009 8:48:00 PM	5/5/2009 8:48:00 PM	387901-1	0	NL Order	Unknown	Unknown	
7/14/2009 8:12:00 AM	7/14/2009 8:12:00 AM	411445-1	0	NL Order	Unknown	Unknown	
4/28/2010 7:38:00 AM	4/28/2010 7:38:00 AM	507820-1	0	NL Order	Unknown	Unknown	
5/16/2010 6:19:00 AM	5/16/2010 6:19:00 AM	516918-1	0	NL Order	Unknown	Unknown	
5/29/2010 8:23:00 AM	5/29/2010 8:23:00 AM	521110-1	0	NL Order	Unknown	Unknown	
7/12/2010 4:47:00 PM	7/12/2010 4:47:00 PM	539134-1	0	NL Order	Unknown	Unknown	
7/18/2010 6:24:29 AM	7/18/2010 6:24:29 AM	542366-1	0	NL Order	Unknown	Unknown	
12/15/2010 6:07:00 PM	12/15/2010 6:07:00 PM	604022-1	0	NL Order	Unknown	Unknown	
2/21/2011 8:45:00 AM	2/21/2011 8:45:00 AM	627748-1	0	NL Order	Unknown	Unknown	
5/19/2011 3:45:00 AM	5/19/2011 3:45:00 AM	658805-1	0	NL Order	Unknown	Unknown	
7/29/2011 4:20:00 PM	7/29/2011 4:20:00 PM	699695-1	0	NL Order	Unknown	Unknown	
8/28/2011 6:28:00 AM	8/28/2011 1:15:55 PM	714514-1	407	NL Order	Trees-Not Trimming Related	Wind	::MDT ::SO audit complete per W1814**DMH
9/14/2011 7:49:00 PM	9/14/2011 7:49:00 PM	747643-1	0	NL Order	Unknown	Unknown	
9/14/2011 7:52:46 PM	9/15/2011 12:05:47 AM	747377-1	253	NL Order	Trees-Not Trimming Related	Rain	::MDT ::Tree Removed from conductors and conductors repaired (sleeved) at pole 26986s35029**SO audit complete per W0947**DMH
9/14/2011 9:21:00 PM	9/14/2011 9:21:00 PM	747655-1	0	NL Order	Unknown	Unknown	
9/15/2011 1:47:00 AM	9/15/2011 1:47:00 AM	747708-1	0	NL Order	Unknown	Unknown	
9/15/2011 2:27:00 AM	9/15/2011 2:27:00 AM	747710-1	0	NL Order	Unknown	Unknown	
9/15/2011 3:03:00 AM	9/15/2011 3:03:00 AM	747717-1	0	NL Order	Unknown	Unknown	
10/29/2011 3:07:00 PM	10/29/2011 3:07:00 PM	791317-1	0	NL Order	Unknown	Unknown	
10/4/2012 8:57:00 AM	10/4/2012 8:57:00 AM	915136-1	0	NL Order	Unknown	Unknown	
8/9/2013 5:15:00 AM	8/9/2013 5:15:00 AM	1046036-1	0	NL Order	Unknown	Unknown	
12/1/2013 8:38:00 AM	12/1/2013 9:50:31 AM	1082969-1	72	NL Order	Nothing Found (Explain)	Not a Factor	callout for sub repairman per SO.. rich dorman will work derek shearer will work. CB failure, did not cycle according to reclosing schedule.
1/13/2014 10:10:00 AM	1/13/2014 10:10:00 AM	1094600-1	0	NL Order	Unknown	Unknown	
2/3/2014 12:13:00 PM	2/3/2014 12:13:00 PM	1099084-1	0	NL Order	Unknown	Unknown	
5/21/2014	5/21/2014	1285650-0	0	NL Order	Unknown	Unknown	

PPL Exhibit 4

9:39:29 AM	9:39:29 AM	1					
5/21/2014 9:41:06 AM	5/21/2014 10:37:00 AM	1285646- 56	NL Order	Equipment Failures	Rain	Per Andy Pattison, failed fiber glass bracket at pole 26964s35049, will lift in the clear. H-0730	
6/5/2014 4:33:25 PM	6/5/2014 4:33:25 PM	1316439- 0	NL Order	Unknown	Unknown		
7/11/2014 6:34:37 AM	7/11/2014 8:30:00 AM	1337880- 116	NL Order	Equipment Failures	Not a Factor	::MDT No Required Permit per e60096 ::@1900-FM OFarrell sd I.Moyer taking call.Tman Welsko in enola. H-1005	
7/19/2014 10:22:59 AM	7/19/2014 10:22:59 AM	1341360- 0	NL Order	Unknown	Unknown		
7/27/2014 6:23:21 PM	7/27/2014 6:23:21 PM	1344311- 0	NL Order	Unknown	Unknown		
10/29/2014 9:02:01 AM	10/29/2014 9:02:01 AM	1374407- 0	NL Order	Unknown	Unknown		
3/31/2015 12:00:16 PM	3/31/2015 12:00:16 PM	1418184- 0	NL Order	Unknown	Unknown		
5/7/2015 11:47:53 AM	5/7/2015 11:50:00 AM	1429278- 3	NL Order	Scheduled Outage	Not a Factor	balancing the load	
6/14/2015 5:35:40 PM	6/14/2015 5:35:40 PM	1764832- 0	NL Order	Unknown	Unknown		
6/23/2015 4:17:45 PM	6/23/2015 4:17:45 PM	1915433- 0	NL Order	Unknown	Unknown		
6/29/2015 11:40:18 AM	6/29/2015 11:40:18 AM	2065179- 0	NL Order	Unknown	Unknown		
8/12/2015 1:07:00 PM	8/12/2015 1:09:00 PM	2134873- 2	NL Order	Equipment Failures	Not a Factor	while performing switching for ABB relay upgrade jobs at Devonshire sub, the 22-2 CB was carrying the 22-4 12kV line, and then the 22-2 CB unexpectedly operated.	
9/1/2015 7:22:50 AM	9/1/2015 7:22:50 AM	2142440- 0	NL Order	Unknown	Unknown		
9/1/2015 7:22:56 AM	9/1/2015 7:22:56 AM	2142441- 0	NL Order	Unknown	Unknown		
9/22/2015 6:05:49 PM	9/22/2015 6:05:49 PM	2150585- 0	NL Order	Unknown	Unknown		
9/22/2015 6:05:50 PM	9/22/2015 6:05:50 PM	2150586- 0	NL Order	Unknown	Unknown		
9/25/2015 10:48:35 PM	9/25/2015 10:48:35 PM	2151771- 0	NL Order	Unknown	Unknown		
2/7/2016 8:17:33 AM	2/7/2016 8:17:33 AM	3177278- 0	NL Order	Unknown	Unknown		
5/10/2016 6:11:40 AM	5/10/2016 6:11:40 AM	3276230- 0	NL Order	Unknown	Unknown		
5/31/2016 7:22:40 PM	5/31/2016 7:22:40 PM	3283767- 0	NL Order	Unknown	Unknown		
6/16/2016 12:15:36 PM	6/16/2016 12:15:36 PM	3291388- 0	NL Order	Unknown	Unknown		
6/27/2016 4:02:07 AM	6/27/2016 4:02:07 AM	3295165- 0	NL Order	Unknown	Unknown		
7/4/2016 3:59:10 PM	7/4/2016 3:59:10 PM	3298511-1 0	NL Order	Unknown	Unknown		
9/4/2016 6:40:31 AM	9/4/2016 6:40:31 AM	3330281-1 0	NL Order	Unknown	Unknown		
9/7/2016 4:04:40 PM	9/7/2016 4:04:40 PM	3331302-1 0	NL Order	Unknown	Unknown		
9/23/2016 7:11:53 AM	9/23/2016 7:11:53 AM	3337500-1 0	NL Order	Unknown	Unknown		
9/23/2016 7:11:56 AM	9/23/2016 7:11:56 AM	3337501-1 0	NL Order	Unknown	Unknown		

Trouble Calls

1082969-1	12/1/2013 8:40:25 AM	No Lights		0901071010
1082969-1	12/1/2013 8:55:04 AM	No Lights		0901071010
1082969-1	12/1/2013 9:30:35 AM	Outbound ERT Call		0901071010
1285646-1	5/21/2014 9:44:24 AM	No Lights	reprtng no power @ residence	0901071010
1285646-1	5/21/2014 10:28:33 AM	Outbound ERT Call		0901071010
1337880-1	7/11/2014 6:49:15 AM	No Lights		0901071010
148048-1	8/2/2007 10:30:55 PM	No Lights		0901071010
148048-1	8/2/2007 10:46:28 PM	No Lights		0901071010
202533-1	12/16/2007 3:41:41 PM	No Lights/Wire Down	WIRES DOWN ACROSS RD @ THIS ADDRESS	0901071010
714514-1	8/28/2011 8:02:13 AM	No Lights		0901071010
739358-1	9/6/2011 5:53:21 PM	No Lights		0901071010
747377-1	9/14/2011 7:53:29 PM	No Lights		0901071010
747377-1	9/14/2011 8:00:56 PM	No Lights		0901071010
747377-1	9/14/2011 10:18:06 PM	No Lights		0901071010

calls to PPC

747377-1	9/15/2011 12:03:31 AM	No Lights	0901071010
768299-1	10/29/2011 3:23:47 PM	No Lights	0901071010
771509-1	10/29/2011 7:36:55 PM	No Lights	0901071010

Transformer Outage History (Pre-OMS History for Customer's Current Transformer)

Effectuated Grid	Trouble Time	Restore Time	Job Number	Duration	Cause	Weather
26482S35254	7/1/1998 2:54:00 AM	7/1/1998 3:02:00 AM	58982101	8	Vehicles	Not a Factor
26482S35254	6/22/2001 4:52:00 PM	6/22/2001 5:57:00 PM	58122201	65	Trees - Not Trimming Related	Lightning
26482S35254	1/31/2002 9:46:00 PM	1/31/2002 9:56:00 PM	58219201	10	Other - Non-Controllable	Rain
26482S35254	1/31/2002 9:46:00 PM	1/31/2002 10:50:00 PM	58219202	64	Other - Non-Controllable	Rain
26482S35254	12/15/2003 7:33:00 PM	12/16/2003 12:23:00 AM	58630801	290	Equipment Failure	Not a Factor
26482S35254	8/4/2004 4:42:00 AM	8/4/2004 5:04:00 AM	58728401	22	Nothing Found	Lightning
26482S35254	5/2/2006 3:06:00 PM	5/2/2006 4:22:00 PM	58382001	76	Animals	Not a Factor
26482S35254	2/1/2007 10:20:00 AM	2/1/2007 11:51:00 AM	58625901	91	Forced Prearranged	Not a Factor

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ross E. Schell	:	C-2016-2535220
	:	C-2016-2538023
	:	C-2016-2539969
	:	
v.	:	
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Jeffrey A. Watson
Administrative Law Judge

INTRODUCTION

Ross E. Schell (Complainant or Mr. Schell) filed three formal complaints against PPL Electric Utilities Corporation (PPL, Company or Respondent) alleging Respondent was threatening to shut off his service; the existence of incorrect charges on his bill; challenging the accuracy of his meter; that he was having reliability, safety or quality problems; and requesting a payment arrangement. This decision grants Complainant's request for a payment arrangement pursuant to 66 Pa.C.S. §§ 1401-1418 but otherwise denies the formal complaints for failure of Complainant to meet his burden of proof.

HISTORY OF THE PROCEEDING

On March 18, 2016, Complainant filed a formal complaint (first complaint) dated March 18, 2016 at Docket No. C-2016-2535220. The first complaint alleges that Respondent was threatening to shut off his service; requests approval of a payment arrangement; alleges the existence of incorrect charges on his bill; and challenges the accuracy of his meter. As relief,

Complainant requests that his meter be checked. He also requests a more accurate accounting of his electric usage and that the power not be shut off. Complainant filed another formal complaint (second complaint) dated March 30, 2016, which was filed on April 1, 2016 at Docket No. C-2016-2538023. The second complaint alleges that Respondent was threatening to shut off his service; requests approval of a payment arrangement; and alleges reliability, safety or quality problems. As relief, Complainant requests forgiveness by Respondent of all current bills and future bills.

Complainant filed another formal complaint (third complaint), dated April 1, 2016, on April 4, 2016 at Docket No. C-2016-2539969. The third complaint alleges that Respondent was threatening to shut off his service; requests a payment arrangement; and alleges incorrect charges on Complainant's bill. As relief, Complainant requests forgiveness by Respondent of all current bills and future bills.

Respondent filed its answer to the first complaint on April 11, 2016, an answer to the second complaint on April 25, 2016, and to the third complaint on May 24, 2016. In each answer, Respondent essentially admitted that it provides electric service to Complainant and has threatened to terminate his service. Respondent denied the material averments set forth in the complaints.

On June 22, 2016 a hearing notice was issued which scheduled the initial telephonic hearing on all three complaints for July 20, 2016 at 10:00 a.m. On June 24, 2016, the undersigned presiding officer issued a prehearing order, which set forth the procedural requirements for a formal hearing before the Commission.

On July 20, 2016, the undersigned presiding officer convened the initial telephonic hearing as scheduled. At the start of the hearing, the parties agreed to consolidate the three proceedings. Complainant appeared *pro se* and testified on his own behalf. He offered no exhibits. Respondent was represented by Kimberly G. Krupka, Esquire, who presented testimony from two witnesses and offered four exhibits which were marked as PPL Exhibits 1, 2, 4 and 5, and admitted into evidence.

On July 22, 2016, Complainant filed a “Petition for Interlocutory Commission review and answer to a material question” and a brief in support of his Petition. Complainant essentially objected to the admission of Respondent Exhibit 4. A Secretarial Letter was issued on August 1, 2016, waiving the 30-day period for consideration of the Petition. A Secretarial Letter was issued on September 8, 2016, as there was no indication that the Petition was served by Complainant upon Respondent. The Secretarial Letter provided Respondent a period of 10 days to file a brief in opposition to the Petition. On November 9, 2016, an Opinion and Order was entered by the Commission declining to answer the material question and the matter was returned to the Office of Administrative Law Judge.

A transcript of the hearing was generated, consisting of 101 pages. The record closed by interim order entered on November 14, 2016.

For the reasons set forth below, the request for a payment arrangement will be granted and the formal complaints will be denied in all other respects.

FINDINGS OF FACT

1. The Complainant in this case is Ross E. Schell who resides at 203 Knollwood Drive in Harrisburg, Pennsylvania (service address or service location). (Tr. 9, 54)
2. The Respondent in this case is PPL Electric Utilities Corporation.
3. Complainant filed three formal complaints, which were consolidated and which are the subject of this initial decision.
4. The first complaint was filed on March 18, 2016 at Docket No. C-2016-2535220, alleging that Respondent is threatening to shut off Complainant’s service; the existence of incorrect charges on his bill; challenging the accuracy of his meter; and requesting a payment arrangement. (Tr. 12, 17, 20-21, 28)

5. The second complaint was filed on April 1, 2016 at Docket No. C-2016-2538023. The complaint alleges that the utility was threatening to shut off Complainant's service; that he was having reliability, safety or quality problems; and that he would like a payment arrangement. As relief, Complainant requests forgiveness by Respondent of all current bills and future bills for electric charges. (Tr. 38, 40)

6. The third complaint was filed on April 4, 2016 at Docket No. C-2016-2539969. The complaint alleges that the utility is threatening to shut off Complainant's service; alleges incorrect charges on Complainant's bill; and requests a payment arrangement. (Tr. 41-42). As relief, Complainant requests forgiveness by Respondent of all current bills and future bills for electric charges.

7. At the time of the hearing on July 20, 2016, Complainant had an overdue balance of \$2,806.05. (Tr. 87)

8. The last time Complainant made a payment on his bill was in November of 2015. (Tr. 61)

9. The service location which consists of three bedrooms, a kitchen, bathroom and finished basement, is heated with fuel oil and forced air which utilizes an electric blower and is also serviced by a whole house electric air conditioner. (Tr. 56-58)

10. Complainant estimated that the residence is 1,175 square feet. (Tr. 56-58)

11. Complainant has incurred momentary interruptions of service with durations of less than one minute, on February 7, 2016, May 10, 2016, May 31, 2016, June 16, 2016, June 27, 2016, and the last one on July 4, 2016. (Tr. 76-77)

12. The cause of the interruptions were initially unknown however Respondent concluded that they were tree related and sent its line crews to the problem area to cut various branches to address outages in the area. (Tr. 78)

13. Lines are trimmed by Respondent every four years and the subject line was scheduled to be trimmed at the end of 2016. (Tr. 78-79)

14. In order to respond to the outages in the area of Complainant's residence, the work was rescheduled by Respondent to be completed by the end of July or early August of 2016. (Tr. 78-79)

15. Since 2014, Complainant has not made any reliability or outage calls to Respondent. (Tr. 80)

16. The last time Complainant contacted Respondent regarding an outage was on July 11, 2014. (Tr. 88)

17. Momentary outages cannot cause a meter to go faster. (Tr. 80-81)

18. Respondent replaced its meters in approximately 2002 or 2003 when its meter system was converted to a new meter system. (Tr. 80)

19. All meter readings performed by Respondent are done through electric wires, including actual usage readings for billing purposes. (Tr. 81)

20. The Company cannot control how fast the meter runs or cause it to run faster or slower, which is controlled solely by a customer's electric usage. (Tr. 80-81)

21. Mike Hadginske (Mr. Hadginske), a senior electrical engineer, is employed by Respondent as a reliability engineer. (Tr. 73)

22. Mr. Hadginske caused Complainant's meter to be tested by Respondent at its facility on May 2, 2016 with results of 98.67 for the high accuracy and 99.74 for the low accuracy. (Tr. 74, 81)

23. With regard to the three complaints before the Commission, Complainant explained that “basically all these three complaints are the same.” (Tr. 42)

24. Complainant’s household is comprised of Complainant, his 22-year-old son and his wife. Complainant nets \$1,596 monthly from Social Security, his son has no income and his wife grosses \$1,700 and nets \$1,182 every two weeks. Complainant also receives \$16 monthly in food stamps. (Tr. 52-56)

25. The Company offered Complainant two payment arrangements requiring Complainant to pay a lump sum of \$523 and 12 monthly installments of \$213.00. Complainant declined both offers. (Tr. 61-62)

DISCUSSION

History

The first complaint, dated March 18, 2016, was filed at Docket No. C-2016-2535220 and alleges that the utility is threatening to shut off Complainant’s service; the existence of incorrect charges on his bill; challenging the accuracy of his meter; and requesting a payment arrangement.

The second complaint, dated March 30, 2016, was filed on April 1, 2016 at Docket No. C-2016-2538023. The complaint alleges that the utility was threatening to shut off his service; that he would like a payment arrangement; and that he was having reliability, safety or quality problems. As relief, Complainant requests forgiveness of his current and future bills.

The third complaint, dated April 1, 2016, was filed on April 4, 2016 at Docket No. C-2016-2539969. The complaint alleges that the utility is threatening to shut off Complainant’s service; requests a payment arrangement and alleges incorrect charges on Complainant’s bill. As relief, Complainant requests forgiveness by Respondent of all current bills and future bills.

At the time of the hearing on July 20, 2016, Complainant had an overdue balance of \$2,806.05. The last time Complainant made a payment on his bill was in November of 2015. Accordingly, Complainant received a shut-off notice on March 1, 2016 indicating that his service would be terminated on April 3, 2016. Complainant testified that the notice did not really violate any Commission law, rule or regulation, but that he filed his complaint because Respondent refused to give him a decent payment arrangement.⁷

Complainant provided no evidence to support any claim that Respondent improperly threatened to terminate his electric service. Based on the evidence presented, Respondent provided proper notice to Complainant and was entitled to terminate service. Complainant did not meet his burden of proving Respondent improperly threatened to terminate his service. Accordingly, this claim must be denied.

Incorrect Charges on Bill/Accuracy of Meter

In all three complaints, Mr. Schell alleged the existence of incorrect charges on his bill and challenged the accuracy of his meter. In his third complaint, Mr. Schell averred these are the same averments set forth in his first and second complaints, other than his belief that Respondent can control the speed of his meter. Complainant further explained that Respondent has direct control over the speed at which his meter will rotate and that he has witnessed the meter speed up and slow down without any change in electric use. Complainant explained that the only difference from this complaint and the first and second complaints is that he witnessed the meter speed up and slow down when there was no change in electric usage.

Essentially, Mr. Schell claims that Respondent has direct control over the speed at which his meter will rotate and that he has witnessed the meter speed up and slow down without any change in electric use. Therefore, Complainant asserts that he is being billed for electric service that he has not used.

⁷ Tr. 19-20.

Complainant testified there was nothing new regarding this allegation, from the similar allegations raised in the first and second complaints.¹ In his third complaint, Mr. Schell also averred that there are incorrect charges on his bill. He explained that this is the same averment as set forth in his first and second complaints, other than his belief that Respondent can control the speed of his meter. Complainant further explained that Respondent has direct control over the speed at which his meter will rotate and that he has witnessed the meter speed up and slow down without any change in electric use. Complainant explained that the only difference from this complaint and the first and second complaints is that he witnessed the meter speed up and slow down when there was no change in electric usage.²

Threat to Terminate Service

In all three complaints, Mr. Schell claimed Respondent was threatening to shut off his service.

As the party seeking relief from the Commission, Complainant bears the burden of proving Respondent violated provisions of the Public Utility Code or the Commission's regulations in some fashion.³ To establish a sufficient case and satisfy the burden of proof, Complainant must show the public utility is responsible or accountable for the problem described in the complaint.⁴ Such a showing must be by a preponderance of the evidence.⁵ Complainant can meet that burden if he presents evidence more convincing, by even the smallest amount, than that evidence presented by Respondent.⁶

¹ Tr. 40-43.

² Tr. 43-46.

³ Section 332(a) of the Public Utility Code, 66 Pa.C.S. § 332(a).

⁴ *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (Opinion and Order entered February 8, 1990); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (Opinion and Order entered October 6, 1976).

⁵ *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 134 Pa.Cmwlth. 218; 221-222, 578 A.2d 600, 602 (1990), *alloc. den.*, 602 A.2d 863 (1992).

⁶ *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (Pa. 1950).

When a customer alleges a high bill dispute, the *Waldron* Rule applies.

In *Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980), the Commission adopted the Michigan Public Service Commission's (PSC's) policy announced in *Hallifax v. O & A Electric Co-Op*, Case No. U-5825, May 1979, which stated that, while the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. The Michigan PSC stated that it will also consider the following factors: the billing history of the complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. *Waldron* at 100.

Charisse M. Bennett v. The Peoples Natural Gas Company, LLC, Docket No. C-2009-2122979, (Opinion and Order entered September 23, 2010, at page 5).

More recently, in *Thomas v. PECO Energy Company*, Docket No. C-2010-2187197 (Opinion and Order entered November 15, 2011), the Commission reaffirmed its position in *Bennett*, supra, when it specified:

[T]he Waldron Rule allows a Complainant to establish a prima facie case in a "high bill" complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed *or by providing other relevant evidence showing that the disputed bill is unreasonably high*. In evaluating a "high bill" complaint, the Commission may consider such evidence as the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), *and any other relevant facts or circumstances that come to light during the proceeding*. (Emphasis in original).

Complainant testified that Respondent can control the meter and determine how fast the meter moves and how it records electricity. He explained that the Company intentionally alters the meter in order to show that customers like Complainant are using more electricity than

they are actually using. According to Complainant, if the Company can read the meter by computer, then it can control the speed of the meter.⁸

The basis for the allegation of incorrect charges on his bill is Complainant's belief that Respondent controls the meters from their computer system and can therefore manipulate his meter to indicate that he used more electricity than he actually consumed. He testified the meter runs slow and then fast and that in 2001-2002 he shut off all of his breakers and the meter still ran. Complainant testified that he had problems with the meter since approximately 1999, however he did not know or have any documentation of contacts with Respondent or what was said by either party. In addition, he did not have any bills evidencing any charges that he believed to be incorrect.⁹

Complainant testified that there were incorrect charges on his bill from July of 1999 until March 16, 2016. When asked if he had any evidence of the incorrect charges, Complainant responded "not really."¹⁰

Complainant's household is comprised of Complainant, his 22-year-old son and his wife. The service location is heated with fuel oil and forced air which utilizes an electric blower and also utilizes a whole house electric air conditioner. The residence consists of three bedrooms, a kitchen, bathroom and a finished basement. Complainant estimated that the residence is 1,175 square feet.

Complainant provided no bills or specific evidence of his usage or any increase in his bills. Complainant provided no further evidence to support this claim.

⁸ Tr. 14-16.

⁹ Tr. 22-25.

¹⁰ Tr. 26-27.

Mike Hadginske, a reliability engineer for Respondent, testified that Complainant's meter was tested by Respondent at its facility on May 2, 2016 with results of 98.67 for the high accuracy and 99.74 for the low accuracy. The meter tested accurate.¹¹

The Public Utility Code provides that no watthour meter which has an error in registration of more than 2.0% at light load or heavy load may be placed in service or allowed to remain in service without adjustment. If, upon installation, periodic or other tests, a watthour meter is found to exceed these limits, it shall be adjusted or removed from service. 52 Pa.Code § 57.20(c). The meter tests indicated the meter was recording correctly and within the Commission guidelines.

Mr. Hadginske testified that Respondent replaced its meters in approximately 2002 or 2003 when its meters were converted to a new meter system. All meter readings performed by Respondent are done through electric wires, including actual usage readings for billing purposes. According to Mr. Hadginske, the Company cannot control how fast the meter runs or cause it to run faster or slower. That is controlled solely by a customer's electric usage.

Respondent investigated Mr. Schell's complaint and found no problem with the meter or billing rendered to Complainant.

Mr. Schell failed to provide any evidence that his bills were abnormally high when compared to any usage patterns. No evidence was produced to indicate that the household size decreased, or that consumption decreased during any period of time in question. In addition, no evidence was presented indicating any specific increase or decrease in Complainant's electric bills.

Complainant provided no credible evidence to support his conclusion that the billed electric usage at the service location from July of 1999 until March 16, 2016 was not correct as rendered. Similarly, Complainant did not present any evidence regarding his usage that would support his claim and did not present any evidence to challenge the results of Respondent's meter test. Although Complainant objected to the admission of Respondent's

¹¹ Tr. 74, 81; 52 Pa.Code § 57.20(c).

meter test results, he provided direct testimony of the meter test results provided by Respondent.¹²

The meter tested within the two percent margin of error allowed by the Commission's regulations at 52 Pa.Code § 57.20. Mr. Schell's complaint that he was overcharged for electric service must fail as Complainant did not show that Respondent overcharged him. Based on the evidence presented, Complainant did not meet the burden of proving Respondent has overcharged him for electric service.

Customer Service Complaint

Section 1501 of the Public Utility Code (Code), 66 Pa.C.S. § 1501, requires all public utilities to furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and to make all repairs, changes, improvements, etc., to its service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons, employees, and the public. As defined, in pertinent part, in Section 102 of the Code, 66 Pa.C.S. § 102:

“Service.” Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities...in the performance of their duties under this part to their patrons, employees, other public utilities, and the public....

Complainant argues that Respondent violated the provisions of 66 Pa.C.S. § 1501 by failing to provide adequate and reasonable utility service. Absent proof by a preponderance of the evidence that Respondent violated the provisions of 66 Pa.C.S. § 1501, the Commission has no authority to require any action by Respondent. *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947 (Pa.Cmwlth. 1984).

¹² Tr. 13-14.

In determining whether Respondent has violated the provisions of 66 Pa.C.S. § 1501, it must be understood that what is required is adequate, efficient, safe, and reasonable service and facilities, not “perfect service.” *Manuel A. Biason v. Metropolitan Edison Company*, PUC Docket No. C-00004450 (Opinion and Order entered December 19, 2001). Likewise, service must only be reasonably continuous and without unreasonable interruptions or delay. The Code does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service. *Re Metropolitan Edison Company*, 80 Pa. PUC 662 (November 19, 1993).

In his complaints, Mr. Schell averred that his electricity shuts off at least six to eight times a month, since 1999, for no reason. Regarding the averment of reliability, safety or quality problems in the second complaint, Mr. Schell testified there was nothing different about this claim from his testimony regarding his first complaint. Complainant explained that the only difference from the third complaint and the first and second complaints is that he witnessed the meter speed up and slow down when there was no change in electric usage. With regard to the three complaints before the Commission, Complainant testified that “basically all these three complaints are the same.”¹³

Complainant did not record or document when these incidents occurred.

Mr. Hadginske, a senior electrical engineer employed by Respondent as a reliability engineer, credibly testified that Complainant incurred momentary interruptions of service with durations of less than one minute, on February 7, 2016, May 10, 2016, May 31, 2016, June 16, 2016, June 27, 2016, and the last one on July 4, 2016. Since 2014, Complainant has not made any reliability or outage calls to Respondent, and the last time Complainant contacted Respondent regarding an outage was on July 11, 2014. (Tr. 80, 88).

The cause of the interruptions was determined to be tree-related issues and Respondent sent its line crews to the problem area and cut various branches to address concerns raised in the area where Complainant’s lines are located. Trees adjacent to the electric lines are

¹³ Tr. 42.

trimmed by Respondent every four years, and the subject line was scheduled to be cleared at the end of 2016. The work was rescheduled, to be completed earlier, by the end of July or early August of 2016, in response to the momentary outages occurring in the area where Complainant's residence is located. No evidence was presented establishing any specific outages affecting the service location after July 4, 2016.

In addition, Mr. Hadginske credibly testified that momentary outages cannot cause a meter to go faster. Respondent replaced its meters in approximately 2002 or 2003 when the Company changed its meter system. All meter readings performed by Respondent are done through electric wires, including actual usage readings for billing purposes. Mr. Hadginske explained that the Company cannot control how fast the meter runs or cause it to run faster or slower. That is controlled solely by a customer's electric usage.

Upon becoming aware of the momentary outages occurring in the area of Complainant's residence, Respondent determined that the likely cause of the outages was tree related. Accordingly, Respondent sent its line crews to the problem area and cut various branches to address Complainant's concerns.

Although the evidence presented by Respondent establishes that Complainant experienced a number of momentary outages in 2016,¹⁴ no evidence was presented establishing that the momentary outages could have been prevented by Respondent or that Respondent failed to adequately and timely address the outages. The evidence presented by Complainant is not sufficient to support a finding that Respondent provided inadequate, inefficient, unsafe, or unreasonable service and facilities. Mr. Schell failed to establish a *prima facie* case.

Complainant presented no credible evidence or authority to establish, under the circumstances, that the number of outages experienced by Complainant or the customer service provided in addressing the outages constituted inadequate, inefficient, unsafe, or unreasonable service.

¹⁴ PPL Exhibit 5.

Although Respondent should respond to its customers' concerns as soon as possible and in a reasonable manner, the evidence in this matter indicates that the Company responded to the subject outages in a timely manner under the circumstances.

In *Elkin v. Bell Telephone Company*, 372 A.2d 1203 (Pa.Super. 1977), the Pennsylvania Superior Court defined "reasonable and adequate" service and explained:

"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 . . . 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 . . ." *Id.* 372 A.2d at 1205-06.

As the Court further explained in *Elkin*, the duty is upon the Commission to determine, on the basis of the facts and circumstances indicated by the substantial evidence, whether the service provided was reasonable and adequate. Therefore, a case-by-case analysis must be made with regard to the length of time required by the Company to respond to the concerns raised by the customer.

Mr. Schell has not established that Respondent failed to provide him with adequate, safe, efficient and reasonable utility service in violation of 66 Pa.C.S. § 1501. Mr. Schell failed to establish a *prima facie* case. He has failed to meet his burden of proof. Accordingly, this claim will be denied.

Payment Arrangement

Complainant testified that he owes Respondent approximately \$3,000 and that the offer of the Company for him to pay \$213 - \$240 a month plus his regular bill was unfair. When addressing Complainant's request for a payment arrangement, Complainant stated, "Actually, I

was asking for forgiveness of my bill.” Complainant indicated he wanted forgiveness for “my current bill, my \$3,000 I owe.”¹⁵ As relief in his complaints, Mr. Schell requested that the Company forgive him of all current and future bills as well as his outstanding balance.

At the time of the hearing on July 20, 2016, Complainant had an overdue balance of \$2,806.05. The last time Complainant made a payment on his bill was in November of 2015.

Although the Company offered Complainant two payment arrangements, Complainant declined both offers.

The Responsible Utility Customer Protection Act, 66 Pa.C.S. § 1401, *et seq.* (the Act or Chapter 14) applies to this proceeding. This law provides strict guidelines that the Commission must follow in handling customer complaints.

Section 1403 of the Public Utility Code defines “Payment arrangement” as follows:

An agreement whereby a customer who admits liability for billed service is permitted to amortize or pay the unpaid balance of the account in one or more payments.

66 Pa.C.S. § 1403.

Section 1405 of the Public Utility Code regarding payment arrangements reads in pertinent part:

(b) Length of payment arrangements. – The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement that is investigated by the commission and is entered into by a public utility and customer shall not extend beyond:

(1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.

¹⁵ Tr. 36-37.

(2) Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.

(3) One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.

(4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

66 Pa.C.S. § 1405 (b).

Section 1403 of the Public Utility Code defines “Household Income” as follows:

The combined gross income of all adults in a residential household who benefit from the public utility service.

66 Pa.C.S. § 1403.

The Commission has the authority to investigate payment disputes and establish payment arrangements, pursuant to 66 Pa.C.S. § 1405(a), which states:

(a) General Rule. – The commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants and customers. The commission is authorized to establish payment arrangements between a public utility, customers and applicants within the limits established by this chapter.

As stated, the Commission may establish a payment arrangement between a public utility and a customer or applicant only within the limits established by 66 Pa.C.S. §§ 1401-1418.

No evidence was presented that the Commission has previously issued a payment arrangement to Mr. Schell.

Based upon Complainant's household income, he is a "Level 3" customer. 66 Pa.C.S. § 1405(b)(3). Therefore, pursuant to 66 Pa.C.S. § 1405, the Commission has the authority to establish a payment arrangement of one (1) year for the Complainant. No evidence was presented that Mr. Schell was enrolled in any Company assistance program and it was established that he has a gross monthly income to the household below 300% of the Federal Poverty Guidelines.

Mr. Schell testified that he lives at the service address with his wife and his adult son. Complainant is not currently working but receives monthly disability benefits in the sum of \$1,596.00. According to Mr. Schell, his son has no income and his wife grosses \$1,700 every two weeks. Complainant also receives \$16 monthly in food stamps. Mr. Schell testified there are no other sources of household income. Accordingly, Complainant's gross monthly household income would be calculated to be \$5,012.00. For a household of three the Complainant's household income is more than 250% but less than 300% of the 2016 Federal Poverty Level Guidelines, and therefore he is a Level 3 customer. As a Level 3 customer, the Complainant has one (1) year, or twelve (12) months, to resolve his unpaid balance with Respondent. 66 Pa.C.S. § 1405(b)(1). This is the most favorable repayment period to which the Complainant is entitled.

While the Commission has the authority to establish a payment arrangement in cases such as this, the customer is not entitled as a matter of right to the award of a Commission-approved payment arrangement. *George Crawford v. National Fuel Gas Distribution Corp.*, Docket No. C-20066348 (Order entered December 6, 2007).

Under the circumstances, the request for a Commission-approved payment arrangement is sustained.

CONCLUSIONS OF LAW

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

2. Complainant has the burden of proof. 66 Pa.C.S. § 332(a).
3. Complainant failed to meet his burden of proving that Respondent violated the Public Utility Code, a Commission regulation or a Commission order. 66 Pa.C.S. § 332(a).
4. Complainant's burden of proof in this proceeding regarding his allegations concerning high billing is governed by *Waldron v. Philadelphia Electric Co.*, 54 Pa. PUC 98 (Opinion and Order entered March 14, 1980) and *Bennett v. The Peoples Natural Gas Company LLC*, Docket No. C-2009-2122979 (Opinion and Order entered October 13, 2010).
5. The bills rendered by Respondent to Complainant are true and correct.
6. The Responsible Utility Customer Protection Act, 66 Pa.C.S. § 1401, *et seq.*, applies to this proceeding.
7. The Public Utility Code permits the Commission to grant one (1) payment arrangement and dictate its terms. 66 Pa.C.S. § 1405(b).
8. Complainant is entitled to a payment arrangement. 66 Pa.C.S. § 1405(b)(1).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaints filed by Ross E. Schell against PPL Electric Utilities Corporation at Docket Nos. C-2016-2535220, C-2016-2538023, and C-2016-2539969, to

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ross E. Schell	:	C-2016-2535220
	:	C-2016-2538023
v.	:	C-2016-2539969
	:	
PPL Electric Utilities Corporation	:	

ERRATA NOTICE

This is to advise all parties of record that Administrative Law Judge Jeffrey A. Watson's Initial Decision served on December 16, 2016, in the above-captioned proceeding, contains typos on Pages 1 and 13.

First page, under "History of Proceedings," the first sentence reads, "**On August 22, 2016**, Complainant filed a formal complaint (first complaint) dated March 18, 2016 at Docket No. C-2016-2535220."

The date is incorrect, the date of the filing should be **March 18, 2016**.

Under "Findings of Fact," number 4, "The first complaint was filed on **August 22, 2016** at Docket No. C-2016-2535220, alleging that Respondent is threatening to shut off Complainant's service; the existence of incorrect charges on his bill; challenging the accuracy of his meter; and requesting a payment arrangement. (Tr. 12, 17, 20-21, 28) "

The date is incorrect, the date of the filing should be **March 18, 2016**.

On Page 13, 5th paragraph, second sentence, "Electric lines are trimmed by Respondent every four years, and the subject line was scheduled to be trimmed at the end of 2016."

Sentence corrected to state: "Trees adjacent to the electric lines are trimmed by Respondent every four years, and the subject line was scheduled to be cleared at the end of 2016."

The corrected pages of the Initial Decision are attached to this notice. Please replace the incorrect pages in your copy of the decision.

The Initial Decision on the PA PUC website will be corrected as indicated above. The corrections will not affect the exception period established by the Commission's Service Letter. Please accept our apologies for any inconvenience this may have caused you. Thank you.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ross E. Schell	:	C-2016-2535220
	:	C-2016-2538023
	:	C-2016-2539969
	:	
v.	:	
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Jeffrey A. Watson
Administrative Law Judge

INTRODUCTION

Ross E. Schell (Complainant or Mr. Schell) filed three formal complaints against PPL Electric Utilities Corporation (PPL, Company or Respondent) alleging Respondent was threatening to shut off his service; the existence of incorrect charges on his bill; challenging the accuracy of his meter; that he was having reliability, safety or quality problems; and requesting a payment arrangement. This decision grants Complainant's request for a payment arrangement pursuant to 66 Pa.C.S. §§ 1401-1418 but otherwise denies the formal complaints for failure of Complainant to meet his burden of proof.

HISTORY OF THE PROCEEDING

On March 18, 2016, Complainant filed a formal complaint (first complaint) dated March 18, 2016 at Docket No. C-2016-2535220. The first complaint alleges that Respondent was threatening to shut off his service; requests approval of a payment arrangement; alleges the existence of incorrect charges on his bill; and challenges the accuracy of his meter. As relief,

On July 22, 2016, Complainant filed a “Petition for Interlocutory Commission review and answer to a material question” and a brief in support of his Petition. Complainant essentially objected to the admission of Respondent Exhibit 4. A Secretarial Letter was issued on August 1, 2016, waiving the 30-day period for consideration of the Petition. A Secretarial Letter was issued on September 8, 2016, as there was no indication that the Petition was served by Complainant upon Respondent. The Secretarial Letter provided Respondent a period of 10 days to file a brief in opposition to the Petition. On November 9, 2016, an Opinion and Order was entered by the Commission declining to answer the material question and the matter was returned to the Office of Administrative Law Judge.

A transcript of the hearing was generated, consisting of 101 pages. The record closed by interim order entered on November 14, 2016.

For the reasons set forth below, the request for a payment arrangement will be granted and the formal complaints will be denied in all other respects.

FINDINGS OF FACT

1. The Complainant in this case is Ross E. Schell who resides at 203 Knollwood Drive in Harrisburg, Pennsylvania (service address or service location). (Tr. 9, 54)
2. The Respondent in this case is PPL Electric Utilities Corporation.
3. Complainant filed three formal complaints, which were consolidated and which are the subject of this initial decision.
4. The first complaint was filed on March 18, 2016 at Docket No. C-2016-2535220, alleging that Respondent is threatening to shut off Complainant’s service; the existence of incorrect charges on his bill; challenging the accuracy of his meter; and requesting a payment arrangement. (Tr. 12, 17, 20-21, 28)

In determining whether Respondent has violated the provisions of 66 Pa.C.S. § 1501, it must be understood that what is required is adequate, efficient, safe, and reasonable service and facilities, not “perfect service.” *Manuel A. Biason v. Metropolitan Edison Company*, PUC Docket No. C-00004450 (Opinion and Order entered December 19, 2001). Likewise, service must only be reasonably continuous and without unreasonable interruptions or delay. The Code does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service. *Re Metropolitan Edison Company*, 80 Pa. PUC 662 (November 19, 1993).

In his complaints, Mr. Schell averred that his electricity shuts off at least six to eight times a month, since 1999, for no reason. Regarding the averment of reliability, safety or quality problems in the second complaint, Mr. Schell testified there was nothing different about this claim from his testimony regarding his first complaint. Complainant explained that the only difference from the third complaint and the first and second complaints is that he witnessed the meter speed up and slow down when there was no change in electric usage. With regard to the three complaints before the Commission, Complainant testified that “basically all these three complaints are the same.”¹

Complainant did not record or document when these incidents occurred.

Mr. Hadginske, a senior electrical engineer employed by Respondent as a reliability engineer, credibly testified that Complainant incurred momentary interruptions of service with durations of less than one minute, on February 7, 2016, May 10, 2016, May 31, 2016, June 16, 2016, June 27, 2016, and the last one on July 4, 2016. Since 2014, Complainant has not made any reliability or outage calls to Respondent, and the last time Complainant contacted Respondent regarding an outage was on July 11, 2014. (Tr. 80, 88).

The cause of the interruptions was determined to be tree-related issues and Respondent sent its line crews to the problem area and cut various branches to address concerns raised in the area where Complainant’s lines are located. Trees adjacent to the electric lines are

¹ Tr. 42.

trimmed by Respondent every four years, and the subject line was scheduled to be cleared at the end of 2016. The work was rescheduled, to be completed earlier, by the end of July or early August of 2016, in response to the momentary outages occurring in the area where Complainant's residence is located. No evidence was presented establishing any specific outages affecting the service location after July 4, 2016.

In addition, Mr. Hadginske credibly testified that momentary outages cannot cause a meter to go faster. Respondent replaced its meters in approximately 2002 or 2003 when the Company changed its meter system. All meter readings performed by Respondent are done through electric wires, including actual usage readings for billing purposes. Mr. Hadginske explained that the Company cannot control how fast the meter runs or cause it to run faster or slower. That is controlled solely by a customer's electric usage.

Upon becoming aware of the momentary outages occurring in the area of Complainant's residence, Respondent determined that the likely cause of the outages was tree related. Accordingly, Respondent sent its line crews to the problem area and cut various branches to address Complainant's concerns.

Although the evidence presented by Respondent establishes that Complainant experienced a number of momentary outages in 2016,² no evidence was presented establishing that the momentary outages could have been prevented by Respondent or that Respondent failed to adequately and timely address the outages. The evidence presented by Complainant is not sufficient to support a finding that Respondent provided inadequate, inefficient, unsafe, or unreasonable service and facilities. Mr. Schell failed to establish a *prima facie* case.

Complainant presented no credible evidence or authority to establish, under the circumstances, that the number of outages experienced by Complainant or the customer service provided in addressing the outages constituted inadequate, inefficient, unsafe, or unreasonable service.

² PPL Exhibit 5.