

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Lesley A. Scheaffer for	:	
Leslie W. Scheaffer	:	
	:	
v.	:	F-2016-2577647
	:	
PPL Electric Utilities Corporation	:	

**INITIAL DECISION**

Before  
Benjamin J. Myers  
Administrative Law Judge

**INTRODUCTION**

The customer filed this complaint against the utility alleging, among other things, that the utility improperly failed or refused to accept certain monthly payments over the telephone or via the utility’s online payment system. The customer requests that the outstanding account balance associated with service address be considered paid in full and the account be considered current. The customer has failed to show that the utility improperly failed or refused to accept any payments and the complaint will be denied.

**HISTORY OF THE PROCEEDING**

On November 23, 2016, Lesley A. Scheaffer filed a complaint on the behalf of her father, Leslie W. Scheaffer, with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (Respondent). This complaint was a timely appeal of a decision issued in Bureau of Consumer Services (BCS) in No. 3482861. The complaint alleges, in part, that the Respondent has improperly failed or refused to accept certain monthly

payments over the telephone or via the utility's online payment system. While the complaint also raises a multitude of allegations relating to safety issues, due dates of monthly payments and issues relating to customer service, the only relief requested in the complaint relates to the outstanding account balance with the Respondent. The complaint requests that the outstanding account balance be considered paid in full and the account be considered current.

The Respondent filed an answer on December 19, 2016. The answer admits or denies the various allegations of the complaint. The Respondent averred that the Complainant was given the same methods and opportunities to pay a bill as other customers and requested that the complaint be denied.

By hearing notice dated January 18, 2017, the Commission scheduled an initial hearing for this matter on February 22, 2017, at 10:00 a.m. and assigned the case to the undersigned. A prehearing order was issued on January 19, 2017, addressing, *inter alia*, requests for continuance, subpoena procedures, attorney representation and the Commission's policy encouraging settlements.

The initial hearing was conducted as scheduled on February 22, 2017. Ms. Lesley A. Scheaffer appeared *pro se* and testified. Kimberly Krupka, Esquire represented the Respondent which presented one witness who sponsored two exhibits which were admitted into the record. The initial hearing resulted in a transcript of 46 pages. The record closed on March 21, 2017, the date the transcript was filed with the Secretary's Bureau. After a review of the entire evidentiary record and for the reasons set forth below, the complaint will be denied.

#### FINDINGS OF FACT

1. The Complainants are Leslie W. Scheaffer and Lesley A. Scheaffer.
2. The Respondent is PPL Electric Utilities Corporation.
3. Ms. Lesley A. Scheaffer is the daughter of Mr. Leslie W. Scheaffer. N.T. 8.

4. Both of these individuals reside (d) at 958 Edgemont Avenue, Palmerton, Pennsylvania. N.T. 5.

5. The electric account that services this address is in the name of Mr. Leslie W. Scheaffer. N.T. 8.

6. After filing the formal complaint, Mr. Leslie W. Scheaffer, passed away intestate on December 22, 2016. N.T. 8.

7. No representative has been appointed for Mr. Scheaffer's estate. N.T. 9.

8. Ms. Scheaffer has resided at the service address since at least 2011. N.T. 13.

9. Ms. Scheaffer's mother passed away in 2011 and as a result, she and her father experienced a \$2000 monthly reduction in their household income. N.T. 13.

10. At that time, Ms. Scheaffer contacted the Respondent and had the account in the name of her father placed on a budget plan. N.T. 13.

11. Between 2011 and the present, Ms. Scheaffer has continued to reside at the service address and has had various contacts with the Respondent regarding the account, outstanding account balances, as well as payments to the account. N.T. 13-19.

12. On April 2, 2016 a termination notice was issued for this account as the result of an unpaid account balance of \$971.28. N.T. 35.

13. On April 3, 2016, Ms. Scheaffer was informed that Respondent would accept a payment of \$238 to stop the termination. N.T. 36.

14. Ms. Scheaffer offered a payment of \$125. N.T. 36.

15. The Respondent would accept that payment amount if Ms. Scheaffer wished to make it, however she was informed that a minimum payment of \$238 was necessary to stop the termination. N.T. 36.

16. At the time of hearing the outstanding balance for this account was \$603.55. N.T. 41.

17. The Respondent has no records of any contact or attempts to utilize the Respondent's automated payment systems where a payment attempt by Mr. or Ms. Scheaffer was rejected or not completed. N.T. 29-32.

18. Ms. Scheaffer does not dispute the accuracy of the charges to, or the outstanding balance of, this account. N.T. 22-23.

19. Ms. Scheaffer's only dispute with the Respondent and this account is the Respondent's failure or refusal to accept payments from her. N.T. 22-23.

#### DISCUSSION

At the outset, it is necessary to address Ms. Lesley Scheaffer's status as it relates to this proceeding and her role in it. The electric account with the Respondent at issue in this matter is in the name of Mr. Leslie W. Scheaffer, the father of Ms. Lesley A. Scheaffer. N.T. 8. The formal complaint was filed by Mr. Scheaffer, as the account holder, and by Ms. Scheaffer as "daughter/primary caregiver/bill payer," as evidenced in the complaint form. At the time of hearing on February 22, 2017, Ms. Scheaffer indicated that since the filing of the complaint, Mr. Scheaffer had unfortunately passed away, intestate, on December 22, 2016. N.T. 8. Ms. Scheaffer further indicated that while processes had been initiated to open an estate, no representative of Mr. Scheaffer's estate had yet been appointed. N.T. 9.

These circumstances immediately raised issues relating to Ms. Scheaffer's status or role with respect to the complaint as well as the conduct of the hearing in this matter. While an individual is permitted to represent themselves before the Commission, they may not be represented by someone who is not an attorney. 52 Pa.Code §§ 1.21-1.23. Since Ms. Scheaffer was not the account holder, and given that the account holder had passed away, and given that no representative had been appointed to the account holder's estate and no attorney had appeared on the behalf of the account holder or his estate, Ms. Scheaffer was identified and served as a witness on the behalf of the account holder, and Complainant, Mr. Scheaffer. N.T. 10. This was done in order to not delay the adjudication of the complaint.

After a review of the evidence and applicable law, it is concluded that Ms. Scheaffer is a customer, and therefore a complainant, and can properly prosecute the complaint and testify in its support. This conclusion is reached for several reasons.

First, both Mr. Scheaffer and Ms. Scheaffer signed the formal complaint form which was submitted to the Commission.

Ms. Scheaffer resided at the residence during the time that the events complained of were occurring and benefited from the Respondent's electric service. While Ms. Scheaffer does not meet the definition of "customer" under Public Utility Code § 1403, the Commission's regulation defining "user without contract" is helpful. It is defined as:

A person as defined in 66 Pa.C.S. § 102 (relating to definitions) that takes or accepts public utility service without the knowledge or approval of the public utility, other than the unauthorized use of utility service as defined in this section.

52 Pa.Code § 56.2.

In its Order at Rulemaking to Amend the Provisions of 52 Pa. Code, Chapter 56 to Comply with the Provisions of 66 Pa.C.S., Chapter 14; General Review of Regulations, Docket No. L-00060182 (Order entered June 13, 2011) (Chapter 14 Order) in Attachment One, Pgs. 26-31, the Commission discussed the definition of user without contract. According to the

Commission, “[a] user without contract situation normally arises when the utility company chooses to let the service remain on after a ratepayer vacates a property and discontinues service.” Chapter 14 Order, Attachment One, Page 29. The Commission stated that a user without contract situation can arise when a ratepayer moves from a property and a roommate remains at the premises. Chapter 14 Order, Attachment One, Page 29.

However, the Commission also acknowledged that a user without contract scenario arises in general when an individual receives service without the explicit approval of the utility. That would appear to be the case here. The evidence of record indicates that while the account in this matter is in the name of Mr. Scheaffer, Ms. Scheaffer as a resident of the service address since at least 2011, has been receiving the use and benefit of the Respondent’s electric service without the explicit approval of the Respondent. It would therefore appear that Ms. Scheaffer meets the definition of a user without contract.

It is noted that the Chapter 14 Order does not indicate whether a “user without contract” is actually a “customer” of the utility. Commission decisions relating to that question are varied and contradictory. It is therefore helpful to look at the Respondent’s tariff language relating to service to make this determination.

A tariff is a set of operating rules imposed by the Commission that each public utility must follow in order to provide service to its customers. PPL Electric Utilities Corp. v. Pa. Pub. Util. Comm’n, 912 A.2d 386 (Pa. Cmwlth. 2006). Each public utility must file a copy of its tariff with the Commission setting forth its rates, services, rules, regulations and practices so that the public may inspect its contents. 66 Pa. C.S. §1302; 52 Pa. Code §53.25; Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm’n, 808 A.2d 1044 (Pa. Cmwlth. 2002). Public utility tariffs must be applied consistent with their language. Public utility tariffs have the force and effect of law and are binding on the public utility and its customers. Pennsylvania Electric Co. v. Pa. Pub. Util. Comm’n, 663 A.2d 281 (Pa. Cmwlth. 1995). The Commission has no authority to allow a public utility to deviate from its tariff even where the Commission concludes it is in the public interest. Philadelphia Suburban.

Respondent's Tariff Rule 2 provides in relevant part:

RULES FOR ELECTRIC SERVICE  
RULE 2 - REQUIREMENTS FOR SERVICE

B. SERVICE CONTRACTS

(3) Acceptance or use of service is deemed a request for the supply of such service and constitutes a contract to pay for the service under these rules and the applicable rate schedule. The receipt of electric service makes the receiver a customer of the Company. (Emphasis added.)

It is therefore reasonable to conclude that as a resident of the service address since at least 2011, and a recipient of the Respondent's electric service since that time, Ms. Scheaffer qualifies as a customer in her relationship with the Respondent under its applicable tariff language.

As a customer, and a signatory to the formal complaint, Ms. Scheaffer's role in this matter is clearly that of a complainant. The mere fact that the account is listed only in the name of Mr. Scheaffer, and he has unfortunately passed away prior to the hearing in this matter, is of no consequence to the adjudication of the complaint. Ms. Scheaffer did appear at the hearing to prosecute the complaint and offer testimony regarding its merits. This matter is now ready for decision. Ms. Scheaffer will hereafter be referred to as Complainant.

The Complainant in this proceeding has the burden of proof to show that the Respondent is responsible or accountable for the problem described in the complaint. Patterson v. Bell Telephone Co. of Pennsylvania, 72 Pa. P.U.C. 196 (1990), Feinstein v. Philadelphia Suburban Water Co., 50 Pa. P.U.C. 300 (1976). The Complainant must establish her case by a preponderance of the evidence. Samuel J. Lansberry, Inc. v. Pa. Public Utility Comm'n, 578 A.2d 600 (Pa. Cmwlth. 1990), alloc. den., 602 A.2d 863 (Pa. 1992) To meet her burden of proof, the Complainant must present evidence more convincing, by even the smallest amount, than that presented by the Respondent. Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950).

Here, the Complainant does not dispute the accuracy of the charges or outstanding balance of the account associated with the residence. N.T. 22-23. In fact, Complainant testified that her “biggest issue” was Respondent’s alleged failure or refusal to accept certain payments which she attempted to make towards the outstanding account balance. N.T. 22-23. In the form of relief, the complaint filed in this matter indicates the Complainant believes any outstanding balance on the account should be considered paid in full and the account considered current given this failure or refusal by the Respondent to accept these payments.

The issue raised by the Complainant regarding these alleged refused payments is best described as an allegation of “unreasonable service” by the Respondent. The law requires in 66 Pa.C.S. §1501:

**§ 1501. Character of service and facilities**

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.

Pursuant to 66 Pa. C.S. §1501, the Commission has original jurisdiction over the reasonableness and adequacy of public utility service. Elkin v. Bell Telephone Co., 372 A.2d 1203 (Pa. Super. 1977) aff’d 420 A.2d 371 (Pa. 1977); Behrend v. Bell Telephone Co., 243 A.2d 346 (Pa. 1968). As a general proposition, neither the Public Utility Code nor the Commission’s regulations require public utilities to provide constantly flawless service. The Public Utility Code at 66 Pa. C.S. §1501 does not require perfect service or the best possible service but does require public utilities to provide reasonable and adequate service. Analytical Laboratory Services, Inc. v. Metropolitan Edison Co., Docket No. C-2006608 (Order entered

December 21, 2007); Emerald Art Glass v. Duquesne Light Co., Docket No. C-00015494 (Order entered June 14, 2002); Re: Metropolitan Edison Co., 80 Pa. PUC 662 (1993).

The only evidence presented by the Complainant in support of her allegations of unreasonable service was her testimony that she made various attempts by either telephone or via the Respondent's online payment system. To support these allegations, the Complainant testified to specific dates on which she attempted to make a payment on the account but was either refused or thwarted by a customer service representative or the Respondent's payment systems. The Complainant asserted that such refusals occurred on November 15, 2015, July of 2016 and again in November of 2016. N.T. 19.

By way of rebuttal, the Respondent's witness testified that the Respondent does maintain methods by which a customer can make an electronic payment by either telephone or online. N.T. 31. However, it was further asserted that with either of those payment methods, the Respondent's computer system and account contact history would keep track and record both successful, and unsuccessful, attempts by a customer to make a payment through either of those methods. N.T. 31-32. The Respondent's witness testified that according to the Respondent's records, there was no evidence showing that any unsuccessful attempts were made to make payments on the account during any of the months the Complainant alleged payments were refused by the Respondent's systems. N.T. 31-32. This witness also indicated that should a customer encounter an issue with attempting to make a payment through the Respondent's systems, the customer would be forwarded to a customer service representative to assist with addressing the issue and completing the payment. N.T. 30.

The Respondent's witness did however testify that according to the Respondent's records, and in particular the statement of account for Mr. Scheaffer and the service address, the Respondent did in fact receive payments on the account during the months the Complainant alleged her payments were refused by the Respondent. N.T. 28-29. In addition, this account history shows the Complainant not only submitted a payment in November of 2016, which the Respondent accepted, but the Complainant did it via the payment system the Complainant asserted had refused her payment. N.T. 31. This clearly contradicts the Complainant's assertion

that during the months of November 2015, July of 2016 and November of 2016, the Respondent had failed or refused to accept payments on the account.

Based upon a totality of the testimony and evidence presented in this matter, the Complainant has clearly failed to meet her burden in showing that the Respondent has engaged in any unreasonable or inadequate service in violation of the Public Utility Code. The credible testimony presented by the Respondent, as well as the Respondent's business records relating to the account and payments made towards the account, contradict and outweigh the testimony presented by Complainant. In addition, the Complainant offered no rebuttal to this testimony or evidence. There is no evidence that any payments were refused by the Respondent. In fact, the evidence of record indicates that the payments the Complainant alleged were refused during specific months in 2015 and 2016 were accepted by the Respondent and properly credited to the account. The Complainant's request that the outstanding account balance be considered paid in full, and the complaint, will be denied.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa. C.S. §701.
2. The Complainant is a customer of the Respondent. PPL Tariff Rule 2.
3. The burden of proof in this proceeding is on the Complainant. 66 Pa. C.S. §332(a).
4. The Complainant has not met her burden of proving that she is entitled to relief. 66 Pa. C.S. §332(a).
5. The Responsible Utility Customer Protection Act, 66 Pa.C.S. § 1401, *et seq.*, applies to this proceeding.

6. Public utilities must provide reasonable and adequate service to their customers. 66 Pa. C.S. §1501.

7. The Respondent has provided reasonable and adequate service to the Complainant. 66 Pa. C.S. §1501.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Lesley A. Scheaffer and Leslie W. Scheaffer against PPL Electric Utilities Corporation, at Docket No. F-2016-2577647 is hereby denied.

2. That the docket at Docket No. F-2016-2577647 is marked closed.

Date: May 22, 2017

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/s/  
Benjamin J. Myers  
Administrative Law Judge