

Exceptions to PUC C-2020-3021733, Randall & Merle Paul VS PPL Electric Utilities Corporation

The Administrative Law Judge's decision boils down to a ruling that a utility can terminate service and remove all infrastructure required to provide service with no notice to customers. That cannot be reasonable and adequate provision of service under 66 Pa. C.S. Section 1501.

Exceptions:

1. Correction to discussion page 9: The complainant understands the \$14 miscommunication made by PPL staff early in the conversations. Keep in mind, use of the word "reconnection" is broad terminology and can be interpreted to include all aspects of "connectivity", including maintenance of a distribution line. Complainant wants the distribution line replaced (maintained) by PPL free of charge. Complainant is willing to then pay the \$14 re-connection of service fee as outlined in the PPL tariff.
2. Page 10 of discussion, rule/regulation of PUC code broken:

Per section 1501 of 66PA:
 - a. "every public utility shall furnish AND MAINTAIN adequate, efficient, safe, and REASONABLE SERVICE and facilities..." Maintain does not mean remove the distribution line. Maintain means if a storm damages the line, the utility repairs it, not the customer. PPL is trying to make the customer pay \$40,000 for maintenance of a line that has already been paid for and in place for over 50 years!
 - b. "... 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, CONVIENCE, AND SAFETY OF ITS PATRONS, ..." For the accommodation and convenience of its patrons means the customer needs be notified of planned actions that would adversely affect them in a big way, so the customer can make an informed decision on the matter.
 - c. For a utility to not provide notice and include the customer in decision making is neither reasonable service nor accommodating, the rule (section 1501 of 66PA) has been broken.
3. Findings of fact # 22. PPL did not reach out to any prior customers on River Drive to ascertain whether any desired reconnection, because that is not PPL's "standard practice."

PPL standard practice is in violation of 66PA section 1406: (Termination of utility service)

- (a) Authorized termination.--A public utility may notify a customer and terminate service provided to a customer AFTER NOTICE as provided in subsection (b)
- (b) Notice of termination of service.--

(1) Prior to terminating service under subsection (a), a public utility:

- (i) SHALL PROVIDE WRITTEN NOTICE of the termination to the customer at least ten days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days.
- (ii) SHALL ATTEMPT TO CONTACT THE CUSTOMER or occupant to provide notice of the proposed termination at least three days prior to the scheduled termination,

Keep in mind, that removing distribution lines is a severe and permanent termination of service. No form of contact was made by PPL regarding termination of service or plans to remove and not replace lines, even though the customer's name address and phone number are on file and have been on file with PPL for over 50 years.

4. Addendum to finding of fact # 12: PPL failed to provide documentation showing mud in meter base. The box height mounted to the pole is at an elevation such that water in the base would have meant the river level covered Rt 147 during the high water of 2011. This was not the case, leading to the logical conclusion that the meter was not in fact under water, but was faulty for some other reason and should have simply been replaced instead of disconnected. By the way, the PPL lock out tag is still attached to the meter base, and this could be removed and examined for mud to verify this detail. My request would be that legal witnesses from both parties and a licensed professional be present for the inspection.
5. Addendum to finding of fact # 21: PPL failed to produce any documentation showing there is a time limit to requesting a re-connection of service, (including maintenance of distribution lines if necessary).
6. Addendum to finding of fact # 24: This is not a line extension. This line was in place for over 50 years. PPL is trying to make the customer pay for line replacement (extension) when in fact the only reason it needs to be replaced is because PPL removed it (without notice to the customer). This is not a new construction (extension); it is a maintenance issue.
7. Addendum to finding of fact #24 & #25: PPL failed to acknowledge that they have many other customers with similar conditions; electric service to locations with no permanent dwellings, where customers use campers that can easily be towed away.

Removing a line that was installed and paid for over 50 years ago, with no intent to replace it, and without notice to the customer seems a lot like theft.

Respectfully,

Randall Paul

Randall Paul 6/15/21