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June 25, 2021

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Merle and Randall Paul v. PPL Electric Utilities Corporation
Docket No: C-2020-3021733

Dear Ms. Chiavetta:

Enclosed for eFiling in the above-captioned matter is Respondent PPL Electric Utilities Corporation's Replies to Complainants' Exceptions to the Initial Decision Issued by the Honorable Dennis J. Buckley on June 1, 2021.

Please note that this filing was eFiled with the Commission on the date indicated above.

Very truly yours,

KIMBERLY G. KRUPKA

KGK/tb

Enclosure

cc: Administrative Law Judge Dennis J. Buckley (w/enc.) *via email only*
Merle and Randall Paul (w/enc.) *via email and First Class Mail*
Michelle L. Bartolomei (w/enc.) *via email only*
Shelbie Frederick Bayda (w/enc.) *via email only*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RANDALL AND MERLE PAUL,
Complainants,

No. C-2020-3021733

v.

PPL ELECTRIC UTILITIES
CORPORATION,
Respondent.

**RESPONDENT PPL ELECTRIC UTILITIES CORPORATION'S REPLIES TO
COMPLAINANTS' EXCEPTIONS TO THE INITIAL DECISION ISSUED BY
THE HONORABLE DENNIS J. BUCKLEY ON JUNE 1, 2021**

AND NOW, comes Respondent PPL Electric Utilities Corporation ("Respondent PPL"), by and through its counsel, Gross McGinley, LLP, and replies to Complainants' Exceptions as follows:

Introduction

On June 1, 2021, the Honorable Dennis J. Buckley ("Judge Buckley") issued an Initial Decision which dismissed Complainants, Randall and Merle Paul's ("The Pauls" and/or "Complainants") Complaint due to their failure to satisfy their burden of proof at the time of the telephonic hearing which was held on February 2, 2021. On June 1, 2021, Judge Buckley's Initial Decision was served upon the parties. On June 15, 2021, Complainants filed and served Exceptions to the Initial Decision. These Replies are offered in response thereto.

Replies to Complainant's Exceptions

The Exceptions filed by the Pauls must be dismissed wherein the Findings of Fact of the ALJ are supported by substantial evidence of record and the Conclusions of Law are supported

by fact and law. Judge Buckley neither committed an error of law nor otherwise abused his discretion in reaching any one of his Findings of Fact and/or Conclusions of Law.

Exception 1

Complainants' initial Exception contends the ALJ erred on Page 9 of the Initial Decision relative to the Complainants' understanding of the \$14 reconnection fee. The ALJ correctly found that on December 2, 2020, Complainant was informed by a representative of Respondent, PPL Electric, that the \$14 reconnection fee was applicable only to reconnections for non-payment service disconnections and not for rebuilding a distribution line. The substantial evidence of record supports a finding that electric service was discontinued in 2011 and PPL Electric's complete facilities were removed in 2016. At no time between 2011 and 2020 did Complainants ever request service. Accordingly, at the time of any discussions concerning a "reconnect", the electric service had been terminated for approximately nine years, and the facilities removed for approximately four years. There was no ability to "reconnect service." Judge Buckley was correct in finding that Complainants had constructive notice of the disconnect for nine years and took no action to restore electric service.

Exception 2:

Complainants' second Exceptions appears to be to Page 10 of the Initial Decision in which Judge Buckley concluded that "Complainant failed to show by a preponderance of the evidence that PPL has refused to provide reasonable service." Complainants appear to contend that removal of an unused power line constitutes unreasonable service. However, the findings and conclusions of the ALJ are supported by substantial evidence of record. The service lot in question is not Complainants' residence, but rather land by a river wherein Complainants occasionally take a camper that can be easily removed at any time. (Tr. 5, 7-8, 18). Prior to

2011, many of the lots along the river had electric service. (Tr. 7). However, a substantial flood placed much of the land underwater in September 2011. At this time, Complainants meter stopped working appropriately and an inspection revealed mud and water in the meter base. (Tr. 14, 14). As no lots along River Drive were continuing to receive electric service, the line was degenerated in October 2011. (Tr. 27). Thereafter, Complainants received no bills for electric service, and Complainants were no longer active customers. As of 2012, the Pauls realized there was no electric service at the property and made no request for service. (Tr. 20). When the lines and poles required additional repairs in 2016 to remain serviceable and there were no active customers, PPL Electric removed the facilities. (Tr. 15). As Complainants were not active customers at the time, and had not been active customers for approximately five years, no notice was provided. The Pauls never requested a connect of service until June 9, 2020, nearly nine years after the disconnect. (Tr. 20). From 2012 through 2020, PPL Electric did not consider Complainants to be active customers with respect to the property on River Drive. (Tr. 28). Accordingly, the Findings of Fact and Conclusions of Law of the ALJ that PPL Electric did not provide unreasonable service in removing facilities which were unused with no active customers for five years. Moreover, the ALJ did not commit an error of law or abuse of discretion in finding that the PPL Electric acted reasonable in not shifting the cost of discretionary construction from the ratepayers to be benefits onto all ratepayers who would derive no benefit at all.

Exception 3:

Complainants' third Exceptions appears to be to Finding of Fact 22. More specifically, it appears Complaints except to the finding of the ALJ that PPL Electric did not violate 66 PA § 1406 regarding termination of service. However, it is unclear whether Complainants' objection

relates to the disconnection of service in 2011 due to the flood waters causing water and mud to infiltrate the meter base or whether Complaints are referring to the removal of the facilities in 2016.

With regard to 2011, no three day notice of termination was required wherein the meter was removed due to safety issues. The uncontradicted evidence of record established the flood occurred in September 2011 that a caused water and mud to infiltrate the Complainants' meter base. (Tr. 11, 14). PPL Electric provided testimony that it was its policy for a door hanger to have been left if a residence was present. However, due to the delay between the occurrence in 2011 and the initiation of this Complaint, there are no records which would document the efforts to notify Complainants of the termination. However, even Complainants admit knowledge of the disconnect as of 2012. PPL Electric contends that no notification was required due to the termination due to safety concerns. However, even assuming a lack of notice being provided, such claims are well past any statute of limitations given the Complaint was not filed until August 13, 2020.

With regard to the removal of the facilities in 2016, no "notice of termination" could be required as Complainants were not active customers. Complainants do not dispute that the meter was removed in October 2011 and that they were aware of no service as far back as at least 2012. Complainants were aware they were receiving no service and no bills. Accordingly, at the time the facilities were removed, Complainants had not been customers for five years.

Exception 4:

Complainants' fourth Exception appears to challenge the finding that mud and water infiltrated their meter base following the flood of September 2011. However, this is an attempt to admit new evidence following the close of evidence. At the time of hearing, PPL Electric

provided competent evidence concerning the reason for removal of Complainants' meter base. Moreover, Complainants themselves acknowledged the flood of September 2011 occurring and their knowledge of not receiving any electric service thereafter. Complainants had full opportunity to challenge any and all evidence presented and did not. The findings of the ALJ are well supported by the testimony of record.

Exception 5:

Complainants' fifth Exception appears to be to Finding of Fact 21 which provides: "During the period from 2016 to 2020, no prior customers on River Drive requested reconnection from PPL." This finding is well supported by the testimony of record found on Page 28 of the testimony.

Exception 6:

Complainants' sixth Exception appears to be to Finding of Fact 24 which provides: "A line extension is speculative when, in the Company's judgment, the continued future use of the facilities by any customer is uncertain, and having a camper that can be easily towed away is uncertain." Complainants appear to disagree that their request in June 2020 was a "line extension." However, the ALJ correctly characterized the request in that the facilities required for service had not existed since 2016 and would require PPL to install poles and lines.

Exception 7:

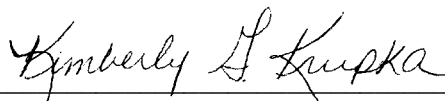
Complainants' seventh Exception appears to be to Finding of Fact 24 and 25 wherein the ALJ finds that a camp site that is not permanently occupied and can be abandoned at any time by driving the camper off the property is a speculative line. Once again these findings are well supported by fact and law. See PPL Tariff Rules 3 and 4. While Complainants may not agree that persons with speculative service should be charged the costs associated with providing the

service, the ALJ appropriately found that PPL Electric was within its rights to allocate the costs to Complainants. Essentially, Complainants are asking the Commission to require PPL Electric to notify individuals, who had not received electric service for five years, of an intent to remove facilities which are not being utilized for any active customers. There are no rules or regulations which require such notice. Complainants were well aware of the flood of September 2011 and their subsequent disconnect of electric service. For approximately nine years, Complainants made no request for electric service from PPL Electric. Accordingly, PPL Electric was not required to incur costs to maintain unused lines and not required to notify inactive customers who had not received service for approximately five years.

Conclusion

Based upon the foregoing reasons, Respondent respectfully requests that Complainants' Exceptions be denied in their entirety.

GROSS MCGINLEY, LLP

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Date: June 25, 2021

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

LAWRENCE KINGSLEY,

Complainant,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET

NO. C-2020-3019763

CERTIFICATE OF SERVICE

This is to certify that the REPLIES TO COMPLAINANT'S EXCEPTIONS TO THE INITIAL DECISION ISSUED BY THE HONORABLE DENNIS J. BUCKLEY ON JUNE 1, 2021 on behalf of PPL ELECTRIC UTILITIES CORPORATION was mailed to counsel/complainant of record on behalf of Respondent by electronic mail and/or first class United States mail, postage prepaid, on this the 25th day of June, 2021.

Administrative Law Judge Dennis J. Buckley
Commonwealth Of Pennsylvania
Public Utility Commission
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Harrisburg, PA 17120

Merle and Randall Paul
780 Rakers Mill Road
Elizabethville, PA 17023

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