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December 28, 2023

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Susan Lloyd v. PPL Electric Utilities Corporation
Docket No. F-2023-3041339**

Dear Secretary Chiavetta:

Attached for filing are the Replies of PPL Electric Utilities Corporation to the Exceptions of Susan Lloyd in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Devin Ryan

DR/dmc
Attachment

cc: The Honorable John M. Coogan (*via email; w/attachments*)
Office of Special Assistants (*via email; w/attachments*)
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA EMAIL AND FIRST-CLASS MAIL

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Date: December 28, 2023



Devin T. Ryan

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

| | | |
|-------------------------------------|---|---------------------------|
| Susan Lloyd, | : | |
| | : | |
| Complainant, | : | |
| | : | |
| v. | : | Docket No. F-2023-3041339 |
| | : | |
| PPL Electric Utilities Corporation, | : | |
| | : | |
| Respondent. | : | |

**REPLIES OF PPL ELECTRIC UTILITIES CORPORATION TO THE
EXCEPTIONS OF SUSAN LLOYD**

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TABLE OF CONTENTS

| | Page |
|--|-------------|
| I. INTRODUCTION | 1 |
| II. REPLIES TO EXCEPTIONS | 2 |
| A. REPLY TO EXCEPTION NO. 1: THE ALJ PROPERLY FOUND THAT THE COMPLAINANT FAILED TO ESTABLISH THAT PPL ELECTRIC OVERBILLED HER FOR ELECTRIC SERVICE | 2 |
| B. REPLY TO EXCEPTION NO. 2: THE ALJ CORRECTLY REJECTED THE COMPLAINANT’S CLAIMS REGARDING HER BILLING RECORDS | 4 |
| C. REPLY TO EXCEPTION NO. 3: THE COMPLAINANT’S ARGUMENTS BASED ON THE COMPANY’S PROPOSED SETTLEMENT WITH THE BUREAU OF INVESTIGATION AND ENFORCEMENT (“I&E”) HAVE NO MERIT | 5 |
| III. CONCLUSION..... | 7 |

TABLE OF AUTHORITIES

Page(s)

Pennsylvania Court Decisions

Hess v. Pa. PUC,
107 A.3d 246 (Pa. Cmwlth. 2014)1

Pennsylvania Administrative Agency Decisions

Application of Apollo Gas Co., 1994 Pa. PUC LEXIS 45 (Order entered Feb. 10,
1994)1

Repogle v. Pa. Elec. Co.,
54 Pa.P.U.C. 528 (1980)2

Waldron v. Phila. Elec. Co.,
54 Pa.P.U.C. 98 (1980)2

Pennsylvania Regulations

52 Pa. Code § 5.533(b)1

52 Pa. Code § 56.12(2)3

52 Pa. Code § 56.12(2), (3).....3

I. INTRODUCTION

PPL Electric Utilities Corporation (“PPL Electric” or the “Company”) hereby file its Replies to the Exceptions of Susan Lloyd (“Complainant”). The Complainant filed Exceptions to the November 28, 2023 Initial Decision (“ID”) rendered by Administrative Law Judge John M. Coogan (the “ALJ”) on the same day that the ID was issued, *i.e.*, on November 28, 2023. The ID held that the Complainant failed to sustain her burden of proof that PPL Electric overbilled her for electric service or otherwise violated the Public Utility Code or a Pennsylvania Public Utility Commission (“Commission”) order or regulation.

As a threshold matter, the Complainant’s Exceptions do not conform with the Commission’s regulations because they are unnumbered, improperly cite to and rely on certain extra-record evidence,¹ and do not cite to any of the ID’s Findings of Fact, Conclusions of Law, or specific pages of the ID.² That being said, to aid in the Commission’s review of the Complainant’s Exceptions, PPL Electric has grouped and numbered the arguments made in the Complainant’s Exceptions and will respond in kind here.

For the reasons set forth herein, PPL Electric respectfully submits that the Complainant’s Exceptions should be denied, that the ID should be adopted without modification, and that the Complaint should be dismissed in its entirety.

¹ It is well-established that parties cannot introduce evidence for the first time at the briefing or exceptions stage. *See, e.g., Application of Apollo Gas Co.*, 1994 Pa. PUC LEXIS 45, at *8-9 (Order entered Feb. 10, 1994) (denying party’s attempt to introduce extra-record evidence in its exceptions). “The Commission, as an administrative body, is bound by the due process provisions of constitutional law and by the principles of common fairness.” *Hess v. Pa. PUC*, 107 A.3d 246, 266 (Pa. Cmwlth. 2014) (citations omitted). “Among the requirements of due process are notice and an opportunity to be heard on the issues, to be apprised of the evidence submitted, to cross-examine witnesses, to inspect documents, and to offer evidence in explanation or rebuttal.” *Id.* (citations omitted). Therefore, any extra-record evidence that the Complainant introduces or relies on in her Exceptions should be disregarded.

² Section 5.533(b) of the Commission’s regulations provides that “[e]ach exception must be numbered and identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision. Supporting reasons for the exceptions shall follow each specific exception.” 52 Pa. Code § 5.533(b).

II. REPLIES TO EXCEPTIONS

A. REPLY TO EXCEPTION NO. 1: THE ALJ PROPERLY FOUND THAT THE COMPLAINANT FAILED TO ESTABLISH THAT PPL ELECTRIC OVERBILLED HER FOR ELECTRIC SERVICE

The Complainant erroneously contends in her Exceptions that PPL Electric overbilled her for electric service. (Complainant Exceptions, p. 1.) According to the Complainant, PPL Electric “egregiously and maliciously overbilled” her and “refuses to fix THEIR billing errors.” (Complainant Exceptions, p. 1.) The Complainant also claims that she “did not triple her bill in one months [sic] time” and that PPL Electric “spoliated evidence in this matter and destroyed all bills in this matter.” (Complainant Exceptions, p. 1.)

None of the Complainant’s claims have merit. As explained by the ALJ, “[i]n cases of alleged high billing, the Commission applies the *Waldron* rule.” (ID at 6.) Under that rule:

[T]o establish a prima facie case of overbilling, a Complainant must show: (1) that the number of occupants in the household has not changed, (2) that the potential for energy utilization was low and (3) that complainant’s billing history shows no prior abnormalities. Once the Complainant makes out a prima facie case, the burden of proof then shifts to the utility; however, the ultimate burden of persuasion always remains with the Complainant.

(ID at 6) (citing *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980); *Repogle v. Pa. Elec. Co.*, 54 Pa.P.U.C. 528 (1980).

Here, the Complainant failed to sustain her burden of proof that the Company overbilled her for electric service. In this case, the Complainant disputes her electric service bill for the January 2023 billing period, which totaled \$414.39. (ID at 7.) Although this bill was higher than her prior month’s bill of \$143.34 for the December 2022 billing period, PPL Electric witness Watkinson explained that the prior month’s bill of \$143.34 was based on estimated usage. (ID at 8.) The Complainant received an estimated bill for the December 2022 billing period because PPL Electric “discovered that customer data was not transferring from [the Company’s] command

center to its meter data management system.” (ID at 8.) Therefore, the Company had to render the Complainant a billed based on estimated usage as permitted by the Commission’s regulations. *See* 52 Pa. Code § 56.12(2), (3).³ Because the Complainant did not receive service at this address in the same month of the prior year (*i.e.*, December 2021), the Company calculated the estimated usage based on the Complainant’s average daily usage during the prior billing period (*i.e.*, November 2022) times the number of days in the December 2022 billing period. (Tr. 42-49.) That resulted in an estimated usage of 1,016 kilowatt-hours (“kWh”) and a bill for \$143.34. (ID at 8.)

However, PPL Electric’s meter recorded actual usage of 2,107 kWh for the December 2022 billing period. (ID at 8.) Therefore, the Complainant was underbilled by approximately 1,091 kWh for the December 2022 billing period. (ID at 8.) The Company trued up this difference by adding it to the bill for the January 2023 billing period. (ID at 8.) As such, the bill for the January 2023 billing period of \$414.39 consisted of two primary components: (1) the 2,010 kWh that was used during the January 2023 billing period; and (2) the 1,091 kWh of underbilled electric usage from the December 2022 billing period. (Tr. 50.) Thus, as the ALJ correctly found, “the alleged overbilling for January 2023 can be justified in that it included an underbilled portion from the December 2022 billing period.” (ID at 9.)

Furthermore, the ALJ properly found that “[e]ven if the underestimated portion of the December 2022 billing period were removed from the January 2023 billing period,” the Complainant failed to prove “by a preponderance of evidence that her bills were incorrect.” (ID at 9.) When comparing the actual usage for the December 2022 and January 2023 billing periods,

³ The Commission’s regulations permit public utilities rendering bills on a monthly basis to “estimate usage of service every other billing month, so long as the public utility provides a customer with the opportunity to read the meter and report the quantity of usage in lieu of the estimated bill.” 52 Pa. Code § 56.12(2). Moreover, “[a] public utility may estimate the bill of a customer if extreme weather conditions, emergencies, equipment failure, work stoppages or other circumstances prevent actual meter reading.” *Id.* § 56.12(3). PPL Electric maintains that the meter data transfer issue qualifies as such an instance of “equipment failure” or “other circumstances” when an estimated bill can be rendered. *Id.*

the Complainant's electric usage was "comparable, i.e., 2,107 kilowatt hours and 2,010 kilowatt hours, respectively." (ID at 9.) Also, the Complainant admitted that the service address is "heated with electric heat" and that "she keeps her temperature at 69 degrees year round." (ID at 9.) She further conceded that "she stayed in the service address during the billing periods." (ID at 9-10.) As noted by the ALJ, "Both the December 2022 and January 2023 billing periods were during the coldest months on average." (ID at 9.) Therefore, the ALJ correctly determined that "it is plausible that [the Complainant's] bills were higher during both billing period simply because it was colder." (ID at 9.)

For these reasons, the ALJ properly held that the Complainant failed to sustain her burden of proof that PPL Electric overbilled her for electric service. Accordingly, the Commission should deny the Complainant's Exception No. 1.

B. REPLY TO EXCEPTION NO. 2: THE ALJ CORRECTLY REJECTED THE COMPLAINANT'S CLAIMS REGARDING HER BILLING RECORDS

The Complainant errs in claiming that PPL Electric "spoliated evidence" by not retaining copies of her actual electric service bills after her account was closed out. (Complainant Exceptions, p. 1.) According to the Complainant, PPL Electric engaged in an "intentional destruction of evidence during this matter." (Complainant Exceptions, p. 1.)

The ALJ correctly rejected these allegations. As explained by PPL Electric witness Watkinson, the Company "does not retain hard copies of bills once an account is finalized." (ID at 10.) However, the Company will always have detailed account records related to the customers' bills, such as the account statement presented as PPL Electric Exhibit 1. (ID at 10.) Moreover, the Complainant never asserted that PPL Electric failed to send her copies of the bills when they were originally issued. Therefore, the Complainant could have kept copies of the original bills in her own possession.

Based on the foregoing, the ALJ properly denied the Complainant's claims about PPL Electric's failure to keep copies of the original bills. Thus, the Complainant's Exception No. 2 should be denied.

C. REPLY TO EXCEPTION NO. 3: THE COMPLAINANT'S ARGUMENTS BASED ON THE COMPANY'S PROPOSED SETTLEMENT WITH THE BUREAU OF INVESTIGATION AND ENFORCEMENT ("I&E") HAVE NO MERIT

The Complainant also tries to challenge the ALJ's ruling by asserting that the Company "was recently fined 1 million dollars due to their egregious billing errors and they also were told to make things right with their customers who they overbilled and yet have failed to make things right with Lloyd." (Complainant Exceptions, p. 1.) She further claims that PPL Electric's actions regarding her account "violate the laws and their own agreement they signed with their 1 million dollar fine for egregious billing errors." (Complainant Exceptions, p. 1.)

The Commission should reject these arguments. The Company's proposed settlement with the Commission's Bureau of Investigation and Enforcement ("I&E"), which remains pending before the Commission at Docket No. M-2023-3038060, is not evidence that PPL Electric violated the law or overbilled the Complainant. In fact, Paragraph 45 of the proposed settlement specifies that "by entering into this Settlement Agreement, PPL has made no concession or admission of fact or law and may dispute all issues of fact and law for all purposes in all proceedings that may arise as a result of the circumstances described in this Settlement Agreement." Likewise, Paragraph 48 of the proposed settlement states that it is "presented without prejudice to any position that any of the Parties may have advanced and without prejudice to the position any of the Parties may advance in the future on the merits of the issues in future proceedings, except to the extent necessary to effectuate the terms and conditions of this Settlement Agreement."

Ultimately, the instant proceeding concerns the merits of the Complainant's allegations. As the ALJ correctly found, the Complainant failed to sustain her burden of proof (ID at 8-10), and the Complainant's attempted reliance on the Company's proposed settlement with I&E as evidence of an admission of wrongdoing completely lacks merit.

For these reasons, the Complainant's Exception No. 3 should be denied.

III. CONCLUSION

WHEREFORE, for the foregoing reasons, and those set forth in the Initial Decision, the Exceptions of Susan Lloyd should be denied.

Respectfully submitted,



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