

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Shirley R. Smith	:	
	:	
v.	:	C-2023-3043404
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Chad L. Allensworth
Administrative Law Judge

INTRODUCTION

This decision dismisses the Formal Complaint (“complaint”) of Shirley R. Smith (“Complainant” or “Ms. Smith”) against PPL Electric Utilities Corporation (“Respondent” or “PPL”). Complainant failed to meet her burden of proof that Respondent violated the Pennsylvania Public Utility Code, Commission regulations or a Commission order.

HISTORY OF THE PROCEEDING

On September 25, 2023, Complainant filed a complaint with the Pennsylvania Public Utility Commission (“Commission”) against Respondent. Complainant averred that she resides at 512 Grier Street, Apt. 1, Williamsport, PA 17701 (“Greer Street address”), but that the service was received at 110 Valley Street, Apt. 1, Williamsport PA 17702 (“Valley Street address”). (Complaint ¶ 1). Complainant marked that there were incorrect charges on her electric bill and stated under “other” that she moved from the Valley Street address on September 30, 2022. (Complaint ¶¶ 4-6). Complainant further alleged that she called Respondent and that she never received anything from Respondent regarding the account.

(Complaint ¶ 6). As relief, Complainant requested that her balance be reduced to zero. (Complaint ¶ 6). Complainant included the following with her complaint: (1) a service termination notice dated August 10, 2023, (2) a letter from Respondent dated September 18, 2023, (3) a 2022 tax document for Complainant from State Farm, (4) a 2022 social security benefit statement, (5) a Trustmark Health Benefits document, (6) a Medicare Summary Notice, (7) Complainant's 2022 Income Tax Return and (8) Complainant's Driver's License and update card. The Commission served the complaint to Respondent on October 4, 2023.

On October 24, 2023, Respondent filed its "Answer of PPL Electric Utilities Corporation to the Complaint of Shirley R. Smith" ("answer") in which it admitted and denied various allegations in the complaint. In its answer, Respondent admitted to being Complainant's electric provider and admitted issuing Complainant a final bill on August 24, 2023 in the amount of \$1,018.47. (Answer ¶¶ 4-5). Respondent further averred that Complainant initiated electric service at Valley Street address on September 21, 2021 and she initiated electric service at Grier Street address on August 1, 2023. (Answer ¶ 5). Respondent also averred that a new customer initiated electric service at the Valley Street address on August 21, 2023 and Respondent stopped service in Complainant's name at the Valley Street address on August 22, 2023 after having contact with Complainant. (Answer ¶ 5). Respondent denied that Complainant was billed improperly. (Answer ¶ 5).

On November 1, 2023, an Initial Telephonic Hearing Notice was issued scheduling a hearing on January 17, 2024 and assigning me as presiding officer. Also, on November 1, 2023, the undersigned issued a Prehearing Order addressing various procedures that would govern the hearing.

On January 17, 2024, the hearing was held as scheduled. Shirley R. Smith appeared and represented herself at the hearing. Ms. Smith testified at the hearing and sponsored the following seven Complainant's Exhibits: (1) Exhibit 1 – Answer of PPL, (2) Exhibit 2 – Complainant's License and Update Card, (3) Exhibit 3 – Complainant's 2022 Income Tax Return Cover Page, (4) Exhibit 4 – Termination Letter from PPL, (5) Exhibit 5 – Complainant's 2022 Social Security Benefit Statement, (6) Complainant's Trustmark Health Benefits Page, and (7)

Complainant's Medicare Summary Notice. Complainant Exhibits 1-7 were admitted into evidence without objection.

Additionally, based on cross examination testimony from Complainant, Respondent's Cross Examination Exhibit 1 – Letter from PPL to Complainant Dated September 18, 2023 was admitted into evidence without objection.

Respondent was represented by Attorney Megan E. Rulli at the hearing, who presented Tami Roland – Senior Customer Service Representative at PPL as its sole witness. The witnesses provided testimony and sponsored the following four PPL Exhibits: (1) Exhibit 1 – Account Activity Statement for Grier Street address, (2) Exhibit 2 – Account Contact History for Grier Street address, (3) Exhibit 3 - PPL Electric Exhibit 3 – Account Activity Statement for Valley Street address and (4) Account Contact History for Valley Street address. PPL Exhibits 1, 3, and 4 were admitted over Complainant's objection and PPL Exhibit 2 was admitted without objection.

The record closed on February 8, 2024, when the 81-page transcript was filed with the Commission.

FINDINGS OF FACT

1. Complainant is Shirley R. Smith, who currently resides at 512 Grier Street, Apt. 1, Williamsport, PA 17701 where she has resided by herself since August 1, 2023. (Tr. 9).
2. Complainant established electric service in her name at the Grier Street address on or about August 1, 2023. (Tr. 21-22, 52; PPL Exhibit 2).
3. From approximately September 2021 to September 2022, Complainant previously resided by herself at Valley Street, Williamsport, PA 17702 . (Tr. 9-10, 30).

4. Complainant established electric service in her name at the Valley Street address on or about September 21, 2021. (Tr. 20-21).

5. Respondent is PPL Electric Utilities Corporation, which provided electric service to Complainant at the Valley Street address since September 2021. (Tr. 20, 38; PPL Exhibit 4).

6. Complainant was never on a mortgage, deed or lease for the Valley Street address. (Tr. 16, 30).

7. Tami Roland is a senior customer service representative at PPL, who has worked for PPL for 33 years, including nine years in her current position that requires her to handle escalated callbacks, help representatives with calls and work on Commission complaints. (Tr. 34-35).

8. On August 10, 2023, Respondent sent Complainant a service termination notice to the Valley Street address to shut off electric service for the Valley Street address effective August 24, 2023 for nonpayment of bills. (Tr. 43; Complainant's Exhibit 4).

9. The last two payments made towards the account for the Valley Street address were \$40 on October 21, 2022 and \$54 on September 8, 2023. (Tr. 56, 58; PPL Exhibit 3).

10. Complainant's account for the Valley Street address was closed effective August 22, 2023 based on a call received from Complainant on August 21, 2023. (Tr. 44; PPL Exhibit 4).

11. Complainant did not contact Respondent to terminate electric service at the Valley Street address prior to August 21, 2023. (Tr. 38-39; PPL Exhibit 4).

12. A customer with an electric service account with Respondent does not have to live at the address receiving the service. (Tr. 39).

13. A customer with an electric service account remains responsible for charges to the account until they contact Respondent to terminate the account or a new customer establishes service at the same residence. (Tr. 43).

14. On September 18, 2023, Respondent sent Complainant a letter to the Grier Street address advising her that the \$964.47 balance from the account at the Valley Street address for usage between September 2021 and August 2023 was transferred to the account for her Grier Street address. (Tr. 36, 45, 48-50; Respondent's Cross Examination Exhibit 1; PPL Exhibits 1 and 3).

15. Complainant's total balance owed between both the Valley Street and Grier Street accounts following her January 2024 payment was \$817.59. (Tr. 50-51).

DISCUSSION

Burden of Proof

As a matter of law, to establish a legally sufficient claim, a Complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Public Utility Code ("Code") provides that the party seeking affirmative relief from the Commission, has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

Additionally, this Commission's decision must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a

reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence with some additional evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) ("*Milkie*"); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983). As the party seeking relief from the Commission, Ms. Smith bears the burden of proof in this case. 66 Pa.C.S. § 332(a).

Reasonable Service Requirement

Public utility companies are required to provide reasonable service to their customers. The reasonable service requirement, found in Section 1501 of the Code, provides as follows:

[e]very 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.

66 Pa.C.S. § 1501.

Additionally, the Commission has exclusive jurisdiction to determine the reasonableness, adequacy and sufficiency of a public utility's services and facilities. *Elkin v. Bell of Pa.*, 420 A.2d 371 (Pa. 1980). The term "service" is "used in its broadest and most inclusive sense, includ[ing] any and all acts done, rendered, or performed, and any and all things furnished or supplied ... by public utilities ... in the performance of their duties under [the Public Utility Code]..." 66 Pa.C.S. § 102. Thus, a utility company's practice of billing its customers must be reasonable, adequate and sufficient. A violation of the Code may occur when the utility company fails to correctly bill a customer.

Customer's Duty to Request Service Discontinuance

The Commission's regulations impose an affirmative duty upon a utility customer to request service discontinuance when vacating the service location. Section 56.16 of the regulations, in relevant part, provides as follows:

§ 56.16. Transfer of accounts

(a) A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered. After a reasonable attempt to obtain meter access, if the public utility is not able to access the meter for discontinuance, service shall be discontinued with an estimated meter reading upon which the final bill will be based. The resulting final bill is subject to adjustment once the public utility has obtained an actual meter reading.

(b) In the event of discontinuance or termination of service at a residence or dwelling in accordance with this chapter, a public utility may transfer an unpaid balance to a new residential service account of the same customer.

52 Pa. Code § 56.16.

Analysis

The central point of Ms. Smith's complaint is that she should not be held responsible for electric bill charges at her prior Valley Street address in the amount of \$964.47, which were incurred after she vacated the residence on or about September 2022. (Tr. 20-21, 31). Ms. Smith further argued that she should not be responsible for said charges because she was never on the mortgage, deed or lease for the Valley Street address and PPL made no effort to contact her prior to receipt of the termination notice. (Tr. 13, 16, 30). However, none of this constitutes evidence that PPL violated the Code, Commission regulations or a Commission Order.

It is undisputed that the electricity account at the Valley Street address was established by Ms. Smith in her name. There is also no requirement for a customer to live at the address receiving the utility service. (Tr. 39). As previously discussed, the Commission's regulations place the burden or onus on the customer to notify the utility at least seven days in advance that service is to be discontinued. 52 Pa. Code § 56.16(a). If the customer fails to notify the utility company to discontinue service, then the customer continues to be responsible for the service charges. *Id.*

Furthermore, the Code requires a utility to provide a customer with a ten-day written notice of the proposed termination date followed by personal contact attempts before termination. 66 Pa.C.S. §1406. It is undisputed that PPL provided a ten-day notice to Ms. Smith for the Valley Street address in this case. (Complainant's Exhibit 4). Thus, even accepting Ms. Smith's claims that she moved from the Valley Street address on or about September 2022 and that PPL failed to contact her prior to sending the termination notice; these facts do not establish that PPL violated the Code, regulation or Commission Order by continuing to bill her for electricity used at the Valley Street address because the duty fell upon Ms. Smith to notify PPL to discontinue service.

Additionally, Ms. Smith testified that she called PPL to discontinue electric service for the Valley Street address sometime in September 2022, but the action was not taken and she was instead advised to contact her landlord. (Tr.13-14, 31). Ms. Smith also stated that it was her presumption that the disconnect took place on that undisclosed date because that is when she also initiated cancellation of other utilities. (Tr. 13).

In opposition, Ms. Roland testified that Ms. Smith did not contact PPL to discontinue electricity service to the Valley Street address until August 21, 2023 and PPL closed the account on August 22, 2023. (Tr. 38-39, 44; PPL Exhibit 4). Ms. Roland also testified that PPL records do not show that Ms. Smith contacted PPL at all between September 2022 and August 21, 2023. (Tr. 39; PPL Exhibit 4).

In this case, I find the testimony of Ms. Roland to be more credible and persuasive than that of Ms. Smith. In assessing the credibility of witnesses, a presiding officer considers their manner of testifying, apparent candor, intelligence, personal interest and bias or lack of it when determining what weight shall be given to their testimony. *Danovitz. v. Portnoy*, 161 A.2d 146 (Pa. 1960). A trier of fact may consider such factors as a witness' appearance, his/her general bearing, conduct on the stand, demeanor, manner of testifying, such as candor or frankness or clearness of statements, intonation of voice, and positiveness of the witness and his/her uncertainty as to facts. *In re Gaston's Estate*, 62 A.2d 904 (Pa. 1949).

Ms. Smith's testimony was vague and lacked confidence as to when she purportedly called to discontinue service for the Valley Street address and she provided no corroborating evidence to support her claim. To the contrary, Ms. Roland provided clear and specific testimony with confidence about PPL not being notified to discontinue service to the Valley Street address until Ms. Smith contacted PPL on August 21, 2023. Additionally, Ms. Roland's testimony was corroborated by documentation showing other contacts PPL had with Ms. Smith, but no contact was reflected between September 2022 and August 21, 2023. Thus, I find that Ms. Roland's testimony was more credible and that Ms. Smith did not contact PPL to discontinue service at the Valley Street address prior to August 21, 2023.

Because Ms. Smith failed to notify PPL to discontinue service at the Valley Street address until August 21, 2023, PPL's continued billing of Ms. Smith for electric service at the Valley Street address until that time did not violate the Code or Commission regulations. Furthermore, it is undisputed that Ms. Smith has a new account with PPL for the Grier Street address. As previously set forth herein, Commission regulations permit a utility to transfer an unpaid balance to a new residential service account of the same customer. 52 Pa. Code § 56.16(b). PPL did not violate the Code or Commission regulations by transferring the balance owed from the Valley Street address account to the Grier Street address account.

Ruling

Reviewing the above findings of fact, applicable legal principles and the above analysis, a conclusion is required that Ms. Smith did not establish her burden of proof that she was billed incorrectly or that the balance was incorrectly transferred to her new account. Therefore, the complaint must be dismissed.

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 carries the burden of proving Respondent has in some manner violated the provisions of the Public Utility Code or Commission regulations in the course of providing her with electric service. 66 Pa.C.S. § 332 (a).
3. To satisfy the burden of proof, Complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

4. “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

5. Preponderance of the evidence is tantamount to a “more likely than not” inquiry. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

6. The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.

7. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980); *Murphy v. Pa. Dep’t of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

8. A utility customer must give at least seven days’ notice to the utility about discontinuing service or the customer will be responsible for services rendered. 52 Pa. Code § 56.16(a).

9. A utility may transfer an unpaid balance to a new residential service account of the same customer. 52 Pa. Code § 56.16(b).

10. Respondent provided reasonable service in billing Complainant and transferring the unpaid balance to a new account for Complainant. 66 Pa.C.S. § 1501; 52 Pa. Code § 56.16.

11. Complainant failed to meet her burden of proof. 66 Pa.C.S. § 332(a), 701.

