**BEFORE THE**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ruth Sanchez :

:

1. : C-2015-2472600

:

PPL Electric Utilities Corporation :

**INITIAL DECISION**

Before

Katrina L. Dunderdale

Administrative Law Judge

INTRODUCTION

This decision sustains in part and denies in part a formal complaint filed with the Pennsylvania Public Utility Commission by Ruth Sanchez against PPL Electric Utilities Corporation, alleging PPL violated termination procedures in July 2014 and PPL took too long to resume service after receiving her payment. PPL filed an answer generally denying it improperly terminated service and requesting the Commission dismiss the complaint. A civil penalty totaling $2,000 is imposed for failure to comply with proper termination procedures.

HISTORY OF THE PROCEEDING

On March 16, 2015, Ruth Sanchez (Ms. Sanchez or Complainant) filed a formal complaint with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (PPL or Respondent). Complainant alleged PPL violated termination procedures in July 2014 when PPL terminated service without sending a termination notice first and despite having received the required payment from Complainant. Complainant also alleged it took PPL too long to resume service. Complainant requested the Commission order PPL to reimburse her for lost food during the one week service remained off.

PPL filed an answer in response to the complaint on April 6, 2015, in which PPL denied it improperly terminated service or that it failed to notify Complainant about a pending shut-off notice. PPL also denied Complainant made a payment before the service termination and it requested the Commission dismiss the complaint.

On May 21, 2015, the Office of Administrative Law Judge scheduled an initial telephonic hearing in this matter for Friday, June 26, 2015. On May 22, 2015, the undersigned presiding officer issued a Prehearing Order.

The presiding officer convened the initial hearing June 26, 2015, at which Ms. Sanchez appeared unrepresented. PPL was represented by Kimberly G. Krupka, Esquire. Complainant presented testimony from herself. Complainant offered four exhibits, marked Complainant Exhibits 1 through 4, which were admitted into evidence. Respondent presented the testimony of one witness, and offered three exhibits, marked PPL Exhibits 1, 2 and 4G, which exhibits were admitted into evidence. Complainant and Respondent issued final statements on the hearing record in lieu of filing briefs.

The presiding officer received the transcript of the hearing, containing 85 pages, on July 24, 2015. Upon receipt of the transcript, the presiding officer closed the hearing record by Interim Order Closing the Hearing Record on July 28, 2015.

FINDINGS OF FACT

1. Complainant, Ruth Sanchez, has resided at 119 Snowshoe Court, Mt. Pocono, Pennsylvania (service address) for 21 years, where she receives electric service from Respondent. (Tr. 7, 8).

2. Since 1994, Respondent provided electric service to Complainant at the service address. (Tr. 7, 8).

3. PPL mailed a 10-day termination notice, due to a failure to make complete and timely payments, to Complainant on April 1, 2014 indicating a past-due balance totaling $3,767.57 and indicating electric service would be terminated after April 11, 2014 if Ms. Sanchez did not make payments. (Tr. 9, 10, 29, 39, 41; Complainant Exhibits 1 & 3, and PPL Exhibit 2).

4. Complainant contacted PPL after receiving the April 1, 2014 notice and was advised to pay $263.36 each month. (Tr. 10, 11).

5. Complainant made the following payments in April, May, June and July of 2014 after receiving the April 1, 2014 notice: $263.36 on April 11, 2014; $263.36 on May 8, 2014; $263.36 on June 3, 2014; $263.36 on July 14, 2014; and $65.64 on July 15, 2014. (Tr. 10‑13, 30; Complainant Exhibit 4; PPL Exhibit 1).

6. Starting in June 2014 and lasting until approximately December 2014, Respondent required ratepayers to mail payments to a payment center in Louisville, Kentucky instead of mailing payments to Allentown, Pennsylvania. (Tr. 11, 20-26, 37, 65, 66, 70; Complainant Exhibit 1).

7. PPL did not post Complainant’s check dated June 3, 2014, which was mailed on June 5, 2014, until June 20, 2014. The due date for that monthly payment was June 6, 2014. (Tr. 44, 61; PPL Exhibit 1).

8. Respondent’s records show PPL mailed a 10-day termination notice to Complainant on June 12, 2014 due to non-payment with a past-due balance totaling $3,946.21. (Tr. 33-35, 45-49; PPL Exhibit 2).

9. Respondent’s records indicate PPL made 3-day calls to the service address on June 18, 2014 and again on June 19, 2014. (Tr. 34, 35, 52, 68).

10. Complainant called PPL on June 20, 2014 but PPL admits its records do not show Complainant called PPL to discuss the 10-day termination notice issued on June 12, 2014. (Tr. 34, 50, 51, 60; PPL Exhibit 2).

11. Complainant did not receive a 10-day termination notice in June 2014, did not recall receiving 3-day calls in June or July 2014, and did not call to speak with a PPL employee on June 20, 2014 about a pending termination. (Tr. 34, 35).

12. Complainant called PPL on June 20, 2014 to advise PPL she mailed out a check totaling $276.34 on June 5, 2014. (Tr. 61; PPL Exhibit 2).

13. On June 20, 2014, PPL told Complainant there was a shut-off notice and her June 3, 2014 check had not been received, even though PPL’s records show Ms. Sanchez’ check had been received on that date. (Tr. 60-63; PPL Exhibit 2).

14. Complainant made her regular payment via regular mail on July 14, 2014 as directed by PPL’s employee but PPL did not post the July 14, 2014 payment until July 18, 2014. (Tr. 20-31, 53; Complainant Exhibit 4 and PPL Exhibit 1).

15. On Tuesday, July 15, 2014, Respondent terminated electric service at the service address and did not resume service until Tuesday, July 22, 2014. (Tr. 14, 15, 52).

16. When Complainant called PPL on July 17, 2014 and July 18, 2014 to discuss why PPL terminated electric service, PPL’s employee, Kimberly, told her a shut-off notice had not been mailed out to Complainant. (Tr. 8, 15, 27).

17. PPL’s Account Summary and Account Contact History do not reflect the date of termination, which was July 15, 2014. (Tr. 59; PPL Exhibits 1 & 2).

18. Complainant admits she had trouble paying her monthly bills prior to April 2014. (Tr. 17, 32; PPL Exhibit 1).

19. Complainant has paid her bill each month since April 2014. (Tr. 16, 56).

20. Complainant has not received any additional termination notices since April 2014. (Tr. 16, 56).

21. The current balance on the electric service account with Complainant was $5,116.69, as of June 16, 2015. (Tr. 57; PPL Exhibit 1).

DISCUSSION

Complainant alleges PPL violated termination procedures in July 2014 when PPL terminated service at the service address without sending a termination notice first and despite having received the required payment from Complainant. Complainant also alleged it took PPL too long to resume service. Complainant requested the Commission order PPL to reimburse her for lost food during the one week the services remained off.

Complainant’s Position

Complainant admits she has an outstanding balance but contends the only termination notice she received from PPL was dated April 1, 2014. Complainant points out that after receiving the April 1, 2014 termination notice, she made timely payments in April, May, June and July 2014 before PPL terminated electric service on July 15, 2014. Complainant contends she mailed the June 2014 payment in sufficient time to be received prior to the due date but PPL’s decision to force her to mail the payment to Kentucky (instead of mailing it to Allentown, Pennsylvania) resulted in a delay. Complainant contends she should not be held responsible for the delay caused by PPL’s inner workings. Ms. Sanchez asserts she provided the information about the missing payment but PPL’s employees did not want to listen to her. Ms. Sanchez asserts PPL should never have issued the termination notice in June 2014 and should have stopped termination proceedings once it realized it had her missing payment on the same day she called: June 20, 2014. Also, Complainant argues PPL was in error to wait four extra days from when it received her payment in July 2014 before it resumed electric service. As a result of PPL’s poor service, Complainant avers she lost her electricity for seven days even though she made the required payment on time, she lost all the food in her refrigerator and she did not receive reasonable and appropriate customer service from PPL.

Respondent’s Position

Respondent contends a shut-off notice was issued on June 12, 2014 when Complainant paid late on her account. Respondent contends it mailed a collection letter to Complainant which notice would have provided the cut-off date and the amount of the overdue balance. PPL contends it made sure there were no medical certifications pending when it issued the termination notice and it made two attempts to contact Complainant in June 2014 to notify her about the pending termination. PPL blames Complainant for not having sufficient information about the missing payment in June 2014, and if the information had been provided PPL might have been able to locate the missing payment more quickly. Accordingly, PPL contends it properly notified Complainant about the pending termination and properly terminated service for failure to pay the balance in a timely manner.

Respondent’s Responsibility

Pursuant to 66 Pa.C.S.A. § 1501:

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 52 Pa.Code § 56.93, a public utility may not terminate service until it first makes attempts to contact the ratepayer, either in person or by telephone, so that the ratepayer will have notice of the public utility’s intention to terminate service. Utility service is not limited to the provision of electric service and includes “any and all acts” related to that function, including using proper termination procedures. West Penn Power Company v. Pa. Pub. Util. Comm’n, 578 A.2d 75, 76 (Pa.Cmwlth. 1990).

Burden of Proof

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proving by substantial evidence she is entitled to the requested relief. 66 Pa.C.S.A. § 332(a). To satisfy this burden, Complainant must show Respondent utility is responsible or accountable for the problem described.[[1]](#footnote-1) Complainant must show this fact to be true by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the

smallest amount, than that evidence presented by the other party.[[2]](#footnote-2) Additionally, any finding of fact necessary to support the Commission’s adjudication must be based upon substantial evidence.[[3]](#footnote-3) Furthermore, more evidence is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.[[4]](#footnote-4)

Reasonable Customer Service

A violation of the Code may occur when a utility company fails to provide reasonable service, such as failure to correctly bill a customer.

The Commission has exclusive jurisdiction to determine the reasonableness, adequacy and sufficiency of a public utility’s services and facilities.[[5]](#footnote-5) 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]....”[[6]](#footnote-6) Thus a utility company’s practice of billing its customers, as well as how it terminates service, must be reasonable, adequate and sufficient.

The testimony presented sufficiently proved: (1) PPL appropriately issued a 10‑day termination notice on April 1, 2014; (2) Complainant satisfied the April 1, 2014 termination notice when she paid $263.36 on April 11, 2014; (3) Complainant paid PPL in a timely manner and as requested by PPL in May, June and July 2014; (4) the delay in PPL receiving the June 2014 monthly payment was caused by PPL’s requirement that payments be mailed to Kentucky; (5) PPL issued a subsequent 10-day termination notice on June 12, 2014 assuming Complainant had failed to timely pay in June 2014; (6) PPL did not rescind the termination process after speaking with Complainant on June 20, 2014 or after receiving her payment on June 20, 2014; (7) PPL terminated service on July 15, 2014 without issuing a new termination notice; (8) PPL terminated electric service on July 15, 2014 without providing written or personal 3-day notice after June 19, 2014; and (9) PPL forced Complainant to wait from Friday, July 18, 2014 until Tuesday, July 22, 2014 before resuming service after PPL received the requested payment on July 18, 2014.

Termination of Electric Service

Termination of service is an extreme measure. The Commission’s rules and procedures necessary to permit a public utility to terminate electric service to a customer are set forth in Section 1406 of the Public Utility Code[[7]](#footnote-7):

(a) Authorized termination. A public utility may notify a customer and terminate service provided to a customer after notice as provided in subsection (b) for any of the following actions by the customer:

(1) Nonpayment of an undisputed delinquent account.

(2) Failure to comply with the material terms of a payment agreement.

. . .

(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 in effect for 60 days.

(ii) Shall attempt to contact the customer or occupant, either in person or by telephone, to provide notice of the proposed termination at least three days prior to the scheduled termination. Phone contact shall be deemed complete upon attempted calls on two separate days to the residence between the hours of 7 a.m. and 9 p.m. if the calls were made at various times each day.

. . .

(iv) After complying with paragraphs (ii) and (iii), the public utility shall attempt to make personal contact with the customer or responsible adult at the time service is terminated. Termination of service shall not be delayed for failure to make personal contact.

. . .

Furthermore, pursuant to 52 Pa.Code § 56.93(c), the Commission requires a public utility “shall conspicuously post a written termination notice at the residence if it is unsuccessful in attempting to personally contact a responsible adult occupant during the home visit.”

Complainant proved PPL violated the termination procedures in the Public Utility Code. Complainant did not deny her account was delinquent in April 2014, but she claimed she did not receive the 10-day written notice dated June 12, 2014, as required by Section (b)(1). Ms. Sanchez denied she received any 3-day notice in July 2014. She denied the customer service representative advised her on June 20, 2014 that PPL had issued another 10-day notice on June 12, 2014. The April 2014 termination notice notified Complainant she was required to pay $263.36 each month in order to avoid termination. Complainant made those payments as directed in April and May 2014. Her delayed payment in June 2014 was occasioned by PPL’s decision to require payment to be mailed out of state.[[8]](#footnote-8)

The crux of Ms. Sanchez’ complaint from the start concerned whether Respondent violated the regulations in failing to notify her about the pending termination in July 2014. PPL was on notice from the start of these proceedings that Complainant contended she never received a termination notice (either 10-day notice or 3-day notice) after April 1, 2014.[[9]](#footnote-9) Despite being on notice about the facts in question, PPL did not present the 10-day notice issued on June 12, 2014.

PPL failed to produce a witness who would testify as to the correspondence allegedly sent by PPL to Ms. Sanchez on June 12, 2014 which notified Complainant about impending service termination. PPL also failed to provide evidence that it conspicuously posted a written termination notice at the residence, as required by 52 Pa.Code § 56.93(c), assuming it had been unsuccessful in personally speaking with a responsible adult occupant.

The evidence presented by Respondent to prove a termination notice was provided to Complainant in June 2014 (which would have justified the termination on July 15, 2014) is simple hearsay and is lacking in sufficient weight to overcome Ms. Sanchez’ clear assertion she never received a termination notice and her assertion PPL’s employee (Kimberly) admitted no termination notice was issued by PPL in June 2014. PPL’s witness testified credibly about the contents of PPL’s business records but without personal knowledge the witness could not speak definitively as to the contents of any correspondence.

PPL should have provided a copy of the notice which it alleged was mailed out on June 12, 2014. Failure to do so forces the presiding officer to reach the conclusion that the PPL witness’ testimony is simple hearsay. Hearsay evidence which is uncontested but also unsupported by any corroborating evidence cannot be used as the sole basis for a finding of fact.[[10]](#footnote-10) Complainant did not contest PPL’s witness testimony based entirely on the business record, so the hearsay evidence was admitted into the hearing record but it cannot form the basis of a finding of fact unless it is substantiated by other non-hearsay evidence.[[11]](#footnote-11) In this proceeding, Respondent presented the credible testimony of its employee concerning PPL’s business records but she was unable to provide any testimony outside the limitations of the business records. The testimonial evidence presented could not substantiate what correspondence was issued. Accordingly, Respondent’s evidence did not rebut Complainant’s credible testimony that Ms. Sanchez never received a termination notice dated June 12, 2014.

Therefore, I find substantial evidence exists to prove Respondent failed to provide reasonable and adequate customer service when it failed to prove the termination notice issued on June 12, 2014 was provided to Complainant. In addition, I find that substantial evidence exists to prove Respondent failed to provide reasonable and adequate customer service when it terminated service on July 15, 2014 after receiving the payment from Complainant on June 20, 2014. I find substantial evidence exists to prove Respondent failed to provide reasonable and adequate customer service when it terminated service on July 15, 2014 without providing written notification on or about July 15, 2014 after Respondent had not personally spoken with an individual at the service address in the days immediately preceding the termination.

Damages

Complainant requested in her formal complaint that the Commission order PPL to reimburse her for the value of the perishable food she lost when her electric service was terminated. However, the Commission is without jurisdiction to order Respondent to pay damages to Complainant for the loss of food when the electric service was improperly terminated on July 15, 2014. The Commission is not empowered to order Respondent to pay damages because the Commission only can consider such matters as are expressly, or by necessary implication, given to it by the legislature. The Public Utility Code, 66 Pa.C.S.A. § 101 *et seq*. does not give the Commission jurisdiction over claims for damages.[[12]](#footnote-12) The remedial and enforcement powers vested in the Commission are designed to allow the Commission to enforce its orders and regulations, but not to empower it to award damages or to litigate a private action for damages on behalf of a complainant.[[13]](#footnote-13) The Courts of Common Pleas retain original jurisdiction over suits for damages.[[14]](#footnote-14)

Accordingly the complaint is sustained in part and denied in part in the ordering paragraphs below.

Civil Penalty

When appropriate, due to violation of the Commission’s statutes or regulations, Sections 3301(a) and (b) of the Public Utility Code, 66 Pa.C.S.A. § 3301(a) and (b), authorize the Commission to impose a maximum civil penalty of $1,000 per day for violations of its statutes, regulations and orders. The Commission has adopted certain standards that are to be applied in determining the amount of civil penalties when violations are admitted or determined to have occurred.

There are ten standards which the Commission first articulated in Joseph A. Rosi v. Bell Atlantic-Pa., Inc. and Sprint Communica­tions Company, Docket No. C‑00992409 (Order entered February 10, 2000) (“Rosi”) and which are now published at 52 Pa.Code § 69.1201(c) in the Commission’s Policy Statements and Guidelines. In any case in which a civil penalty is assessed, these ten factors must be considered when calculating the amount of the penalty. The factors are meant to ascertain, in general, how serious was the conduct and intention of the utility, how the individual consumer was affected and how the utility’s conduct may bode for similar future situations.

Review of Factors under 52 Pa.Code § 69.1201(c)

The first criterion to consider is whether the violation was of a serious nature or whether it was less egregious, such as an administrative or technical error. Respondent knew Complainant mailed a check that the processing center in Kentucky received on June 20, 2014. In fact, Complainant’s check had been received and posted to her account on the same date – June 20, 2014. Despite knowing the payment was received, however, Respondent continued to pursue termination proceedings and terminated service on July 15, 2014. Having received the payment on June 20, 2014, Respondent fails to show how it was appropriate and consistent with the rules for PPL to proceed with the termination. Respondent also fails to show it attempted to provide 3-day notice of the pending termination in July 2014. This behavior constitutes a serious violation. Thus, I conclude this violation is serious in nature and warrants a higher penalty.

The second criterion is whether the resulting consequences of the conduct was of a serious nature, such as personal injury or property damage. Complainant initiated the formal complaint because the termination resulted in Complainant losing food which spoiled in her refrigerator. The consequence of PPL’s conduct cost Complainant a notable sum of money in lost food. Thus, I conclude the consequence of PPL’s conduct warrants a higher penalty.

The third criterion is whether the conduct at issue was deemed intentional or negligent. I conclude the conduct was not negligent but was intentional. Respondent operates in great reliance on its computer systems and the information contained within the computer systems. On June 20, 2014, Respondent’s offices in Kentucky posted the receipt of Complainant’s payment, yet on the same day Respondent’s customer service staff denied to Complainant that her payment had been received. In addition, Respondent continued to pursue termination – despite having received the requested payment – and eventually terminated service almost four weeks later. Thus I conclude the conduct warrants a higher penalty.

The fourth criterion is whether the utility made efforts to modify internal practices and procedures to address the conduct and prevent similar conduct, and the amount of time it took for the implementation of these measures. PPL indicated at the hearing that payments were only made to the Kentucky office for approximately six months. However, no evidence was presented that PPL recognized it erred when terminating service despite having received from Complainant the sum of money Respondent told Ms. Sanchez it must receive and despite not providing 3-day notice of termination. Thus I conclude this criterion does justify a higher penalty.

The fifth criterion is the number of customers affected. According to the record evidence, only Complainant was impacted. This criterion would justify mitigating against a higher penalty.

The sixth criterion is a consideration of Respondent’s compliance history. No evidence was presented that PPL has a poor compliance record for recognizing a flaw in its termination procedures or in how one arm of the utility communicates to another arm of the utility when discussing a service account with a customer.

The seventh criterion is whether the regulated entity cooperated with the Commission’s investigation. There was no investigation by the Commission, and therefore this criterion works neither to mitigate nor to aggravate the penalty to be imposed.

The eighth criterion is the amount of the civil penalty or fine necessary to deter future violations, with consideration of the size of the utility. PPL is a large utility with an extensive territory. PPL failed to recognize the problem, coupled with its failure to maintain good information in its computer system when communicating with a customer. These failures resulted in a loss of electric service by Complainant for over seven days plus the loss of food due to spoilage. Therefore, in consideration of all relevant factors, I conclude a penalty of $2,000 is sufficient to deter future violations.

The ninth criterion is past Commission decisions. No party cited to any prior Commission decisions involving unreasonable customer service in how a utility terminates electric service due to non-payment by a customer.[[15]](#footnote-15)

The tenth criterion is other relevant factors, and none have been suggested or considered other than those factors previously discussed.

In this proceeding, PPL’s action – to fail to properly credit Complainant for her timely payment on June 20, 2014, to properly terminate electric service due to non-payment – was serious and warrants a penalty. In addition, the resulting consequences from this action were of a serious nature and warrant a penalty. A civil penalty is necessary to deter similar future violations, especially in light of the consequences. Because the evidence presented and taken as a whole proves a civil penalty is necessary, I am assessing a Two Thousand Dollar ($2,000) civil penalty against Respondent. Accordingly, PPL is ordered to pay a civil penalty in the ordering paragraphs below.

Conclusion

Accordingly the complaint is sustained in part in the ordering paragraphs below in that the claim of unreasonable service is sustained and Respondent is ordered to pay a civil penalty. The complaint is denied in part in that the Commission is without authority to award civil damages.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding.  66 Pa.C.S.A. § 701.
2. Complainant carries the burden of proving Respondent did not provide reasonable and adequate service. 66 Pa.C.S.A. § 332(a).

3. Respondent failed to provide Complainant with reasonable and adequate customer service in its issuance of termination notices to the service address and in its termination for non-payment after Complainant’s payment was received.

4. Complainant met the burden of proving Respondent did not provide reasonable and adequate service.

5. The Commission is authorized to consider and impose civil monetary penalties against a public utility company. 52 Pa.Code § 69.1201.

6. The Commission does not have jurisdiction to award civil damages to Complainant. 66 Pa.C.S.A. § 501; Poorbaugh v. Pa. Pub. Util. Comm’n, 666 A.2d 744 (Pa.Cmwlth. 1995).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Ruth Sanchez against PPL Electric Utilities Corporation at Docket No. C-2015-2472600 is sustained in part because Complainant proved Respondent failed to provide reasonable and adequate service.
2. That the Formal Complaint filed by Ruth Sanchez against PPL Electric Utilities Corporation at Docket No. C-2015-2472600 is denied in part because the Public Utility Commission is without authority to issue civil damages.

3. That PPL Electric Utilities Corporation is hereby assessed the penalty of Two Thousand Dollars ($2,000) because Respondent improperly terminated electric service to Ruth Sanchez on July 15, 2014 and failed to timely restore electric service after receiving payment on July 18, 2014.

4. That PPL Electric Utilities Corporation within thirty (30) days of the Commission’s Order in this case shall pay a civil penalty in the amount of Two Thousand Dollars ($2,000) by sending a certified check or money order payable to the “Commonwealth of Pennsylvania” addressed to:

Pennsylvania Public Utility Commission

P.O. Box 3265

Harrisburg, PA 17105-3265

5. That PPL Electric Utilities Corporation shall cease and desist from further violations of the Public Utility Code, 66 Pa.C.S.A. § 101 et seq.

1. That the Secretary mark this docket closed.

Date: October 16, 2015 /s/

Katrina L. Dunderdale

Administrative Law Judge

1. Patterson v. Bell Telephone Co. of Pa., 72 Pa. PUC 196 (1990); Feinstein v. Philadelphia Suburban Water Co., 50 Pa. PUC 300 (1976). [↑](#footnote-ref-1)
2. Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n, 578 A.2d 600 (Pa.Cmwlth. 1990), alloc. den., 602 A.2d 863 (Pa. 1992); Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950). [↑](#footnote-ref-2)
3. Mill v. Pa. Pub. Util. Comm’n, 447 A.2d 1100 (Pa.Cmwlth. 1982); Edan Transportation Corp. v. Pa. Pub. Util. Comm’n, 623 A.2d 6 (Pa.Cmwlth. 1993); 2 Pa.C.S.A. § 704. [↑](#footnote-ref-3)
4. Norfolk and Western Ry. v. Pa. Pub. Util. Comm’n, 413 A.2d 1037 (Pa. 1980); Erie Resistor Corp. v. Unemployment Compensation Bd. of Review, 166 A.2d 96 (Pa.Super. 1960); Murphy v. Dep’t. of Public Welfare, White Haven Center, 480 A.2d 382 (Pa.Cmwlth. 1984). [↑](#footnote-ref-4)
5. Elkin v. Bell of Pa., 491 Pa. 123, 420 A.2d 371 (1980). [↑](#footnote-ref-5)
6. 66 Pa.C.S.A. § 102. [↑](#footnote-ref-6)
7. 66 Pa.C.S.A. § 1406(a) and (b). [↑](#footnote-ref-7)
8. PPL’s decision to require all payments to be made to its operations in Kentucky was rescinded by the company after only six months. [↑](#footnote-ref-8)
9. PPL cannot rely on the April 1, 2014 termination notice because, pursuant to 66 Pa.C.S.A. § 1406(b)(1)(i), that termination notice became ineffective on or about May 31, 2014. [↑](#footnote-ref-9)
10. Walker v. Unemployment Compensation Board of Review, 27 Pa.Cmwlth. 522, 367 A.2d 366 (1976). [↑](#footnote-ref-10)
11. See Beverly Stewart v. PECO Energy Company, Docket No. F-2009-2082887 (Final Order entered June 22, 2012); and Phillips v. Unemployment Compensation Board of Review*,* 152 Pa.Super. Ct. 75, 30 A.2d 718 (1943). It is well established that hearsay evidence, properly objected to, is not competent evidence to support a finding of fact. Hearsay evidence, admitted without objection, will be given its natural probative effect and may support a finding of fact, in an administrative hearing, if it is corroborated by competent evidence in the record, but a finding of fact based solely on hearsay will not stand. Burks v. Department of Public Welfare*,* 48 Pa.Cmwlth. 6, 408 A.2d 912 (1979); Walker v. Unemployment Compensation Board of Review*,* Supra. [↑](#footnote-ref-11)
12. Behrend v. Bell Telephone Co., 242 Pa.Super. Ct. 47, 363 A.2d 1152 (1976).

    [↑](#footnote-ref-12)
13. Elkin v. Bell Telephone Company of Pennsylvania, 491 Pa. 123, 420 A.2d 371 (1980); Poorbaugh v. Pa. Pub. Util. Comm’n, 666 A.2d 744 (Pa.Cmwlth. 1995); and DeFrancesco v. Western Pennsylvania Water Company, 499 Pa. 374, 453 A.2d 595 (1982). [↑](#footnote-ref-13)
14. See 66 Pa.C.S.A. § 501; and Fairview Water Company v. Pa. Pub. Util. Comm’n, 509 Pa. 384, 502 A.2d 162 (1985). [↑](#footnote-ref-14)
15. For a recent decision discussing the imposition of a civil penalty due to improper termination procedures by a public utility, see Matesic v. Duquesne Light Company, C-2014-2438493 (Opinion and Order entered July 2, 2015). [↑](#footnote-ref-15)