

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Patricia Wasserman	:	
	:	
v.	:	F-2021-3027092
	:	
PPL Electric Utilities Corporation	:	

**INITIAL DECISION**

Before  
Darlene Heep  
Administrative Law Judge

**INTRODUCTION**

This decision grants the Complainant’s request for a payment arrangement. This decision denies Complainant’s claims regarding the transfer of a balance to her current account, a billing delay and that she was required to pay a security deposit.

**HISTORY OF THE PROCEEDING**

On June 1, 2021, Patricia Wasserman (“Complainant”) filed a formal complaint<sup>1</sup> with the Pennsylvania Public Utility Commission (“Commission” or “PUC”) against PPL Electric Utilities Corporation (“PPL” or “the Company”). In the Complaint, Ms. Wasserman stated that the utility was threatening to shut off her service at her current address on June 14, 2021 due to a balance from her previous address. She further averred that she moved from the previous address at issue in 2016, that another person had service at the previous address, and that PPL is unable to provide a breakdown of the charges to her account. She also stated that after she moved out of the previous address, PPL did not transfer the account to the new occupant for

---

<sup>1</sup> The Complaint is an appeal of a decision of the Commission's Bureau of Consumer Services (BCS), at Case No. 3781015.

months and when she moved into her current address, it was months before PPL placed service at the current address in her name. She also would like a payment arrangement

The Complainant further asserted that delays in properly placing accounts in the correct names and the use of electricity by the subsequent occupant for repairs and construction at the service address both contributed to why she was billed incorrectly

On July 9, 2021, Kimberly G. Krupka, Esquire filed a Notice of Appearance on behalf of PPL.

On July 28, 2021, PPL filed an Answer to the Complaint, admitting in part and denying in part the Complaint. PPL asserted in the Answer that utility service was established by the Complainant at the previous address on June 4, 1999. PPL further asserted that Complainant contacted PPL on April 24, 2017 to request disconnection of service at the previous address but when she was informed that her request would result in shut-off of service, she voided her request for disconnect. PPL also contended that the Complainant was informed at that time that she would be responsible for the service even if she was not residing at the previous address.

Additionally, PPL asserted in the Answer that the Company received a new applicant request for service at the Complainant's previous address on May 3, 2017, that service was placed in the name of the new applicant on May 4, 2017 and that the Complainant established service at her current address on May 13, 2020. Lastly, PPL stated that on June 15, 2020, PPL transferred the Complainant's unpaid balance of \$3,676.35 from the previous address to the Complainant's new and current address account.

On August 3, 2021, an Initial Telephonic Hearing Notice was served to all parties, setting a hearing for September 28, 2021, beginning at 10:00 a.m.

A Prehearing Order was served to all parties on August 9, 2021.

The hearing convened as scheduled on September 28, 2021. The Complainant did not appear. PPL was represented by Attorney Krupka.<sup>2</sup> PPL moved that the matter be dismissed for failure to prosecute, and the motion was taken under advisement. Tr. 6.

On the day after the hearing date, September 29, 2021, the Complainant sent an email stating that she had called in for the hearing that morning and had mixed up the days and asked that the hearing be rescheduled.

On September 30, 2021, a Telephonic Hearing Cancelled/Rescheduled Hearing Notice was issued, setting a hearing for November 2, 2021, at 10:00 a.m.

A Prehearing Order for the rescheduled hearing was issued on October 7, 2021 setting forth procedural matter applicable to the hearing.

The hearing convened as scheduled on November 2, 2021. The Complainant appeared *pro se*. PPL was again represented by Attorney Krupka, who presented Dana Brunner, PPL Customer Service Representative, as a witness.

During the hearing held on November 2, 2021, the Complainant was given until December 1, 2021 to provide by email any documentation showing that she did not live at the service address during the contested period. The company was directed to provide the source documents for the charges transferred to the Complainant by December 1, 2021. The parties were advised that responses to the additional information were due no later than December 15, 2021. Tr. 86-87.

PPL provided the requested information, marked as PPL Exhibits 7 and 8, by email on November 30, 2021. On December 1, 2021, the Complainant emailed a list of previous addresses and dates, marked as Complainant Exhibit 1, but conveyed that she did not have the ability to email supporting documents.

---

<sup>2</sup> Benjamin Lewis, Esquire was also present for PPL.

An Order was issued on December 1, 2021 allowing the Complainant until December 15, 2021 to mail in any supporting documentation. The Order included the mailing address for my office. Also in that order, PPL was given 15 days from receipt, or no later than December 30, 2021, to submit a response to the Complainant's supporting documentation.

To date, the Complainant has not submitted supporting documentation she referenced in her December 1, 2021 email.

The record closed on December 30, 2021, the latest date any PPL response to the Complainant's supporting documentation was due.

The following exhibits were admitted during the hearing:

PPL

- PPL Exhibit 1 – Account Activity Statement current address
- PPL Exhibit 2- Contact History current address XXXXX0072
- PPL Exhibit 4 – BCS Informal Case Decision<sup>3</sup>
- PPL Exhibit 5 - Account Activity Statement service address
- PPL Exhibit 6 - Contact History service address XXXXX4010

The following exhibits will be admitted herein:

Complainant Exhibit 1 – List of previous addresses and dates

PPL Exhibits 7 – Account Activity Statement – XXXXX4010

PPL Exhibit 8 – Account Activity Statement XXXXX0072

The record consists of an 88-page transcript and the above-identified exhibits.

---

<sup>3</sup>

A document marked PPL Exhibit 3 was not offered into evidence.

## FINDINGS OF FACT

1. The Complainant is Patricia Wasserman.
2. The Respondent is PPL Electric Utilities Corporation, an electric distribution company.
3. The Complainant is currently a PPL customer on Morwood Road in Telford, PA (“current address”) where she has resided since March of 2018. Tr. 14.
4. The Complainant was previously a PPL customer on Schwenkmill Road, Perkasio, PA (“service address”) from June of 1999 until about September of 2016. Tr. 13, 14, 18.
5. The Complainant purchased the service address in June of 1999. Tr. 42-43.
6. The Complainant’s PPL account number while she resided at the service address was XXXXX4010. PPL Exhibit 5; Tr. 73.
7. After the Complainant moved out of the service address in September of 2016, the Complainant allowed an ill friend to move into the service address.<sup>4</sup>
8. On April 24, 2017, the Complainant called PPL and asked the company to switch the service to the name of her friend. Tr. 19-20, PPL Exhibit 6.
9. During the call with the Complainant, the PPL representative stated that the person in whose name the service would be transferred had to call the Company. Tr. 21, 42, 58.

---

<sup>4</sup> The exact date that the friend moved into the property is unknown.

10. On May 3, 2017, the Complainant's friend called PPL and asked that the service be placed in her name. PPL Exhibit 6; Tr. 62.

11. The service address account was transferred to the name of the friend as of May 4, 2017. PPL Exhibit 6; Tr. 62.

12. The final bill for the Complainant at the service address was issued May 4, 2017. Tr. 68; Tr. 75.

13. On October 19, 2019, the Complainant applied for service in her name at her current address, with a November 1, 2019 connect date, using the self-service option. Account Number XXXXX0072. PPL Exhibit 2. Tr. 67.

14. A customer using the self-serve service enrollment option does not at that time provide identification. Tr. 66.

15. The service at the Complainant's current address was turned on October 29, 2019. PPL Exhibit 2.

16. On October 29, 2019, the Complainant was advised by PPL that there was an account pending at her current address in the name of Trish Baird, not Patricia Wasserman. PPL Exhibit 2.

17. On December 13, 2019, PPL requested that the Complainant provide a security deposit or identification information so that the company could check her credit to avoid having service terminated. PPL Exhibit 2.

18. When the Complainant called PPL on January 17, 2020, she was again informed that her account was pending because she needed to provide identification information. PPL Exhibit 2.

19. On March 16, 2020, PPL sent a letter the Complainant stating that they had not received identification information. PPL Exhibit 2.

20. On April 16, 2020, PPL requested that the Complainant provide additional identification documentation because the Company could not match the Complainant's name with the social security number she provided. Tr. 41, PPL Exhibit 2.

21. On May 13, 2020, the service at the current address was placed in the name of Wasserman. PPL Exhibit 2.

22. On May 13, 2020, PPL conducted a credit check on the Complainant and PPL advised the Complainant that she had to pay a security deposit. PPL Exhibit 1.

23. On June 15, 2020, the following amounts were transferred to the Complainant's current account from the service address:

06/15/2020 Transfer Debit \$0.38  
06/15/2020 Transfer Debit \$0.53  
06/15/2020 Transfer Debit \$0.53  
06/15/2020 Transfer Debit \$1.09  
06/15/2020 Transfer Debit \$19.78  
06/15/2020 Transfer Debit \$19.89  
06/15/2020 Transfer Debit \$22.05  
06/15/2020 Transfer Debit \$22.89  
06/15/2020 Transfer Debit \$26.53  
06/15/2020 Transfer Debit \$0.28  
06/15/2020 Transfer Debit \$3477.87  
06/15/2020 Transfer Debit \$84.53

or a total of \$3,676.35. PPL Exhibit 1; PPL Exhibit 5.

24. A bill for \$3,876.13 was issued to the Complainant on June 19, 2020. PPL Exhibit 1.

25. No charges for the service address that were incurred after May 4, 2017, the date of the Complainant's final bill at the service address, were transferred to the Complainant. PPL Exhibits 5, 7 and 8; Tr. 57, 75, 79.

26. The Complainant was billed for a security deposit of \$190 in three installments – June 19, 2020 (\$95.00); July 21, 2020 (\$47.50); and August 20, 2020 (\$47.50). PPL Exhibit 1; Tr. 54.

27. The Complainant entered a company payment arrangement on June 9, 2021, wherein she was to pay \$144 as an initial payment by June 18, 2021, and \$52 thereafter each month in addition to her monthly bill. PPL Exhibit 2.

28. On June 15, 2021, the Complainant paid \$100. PPL Exhibit 2.

29. On June 25, 2021, because the Complainant had not paid the \$44 balance of the initial payment on the payment plan, the Complainant's service was scheduled for termination on July 12, 2021, for an outstanding balance, after subtracting payments made, of \$3,050.48. PPL Exhibit 2.

30. On July 6, 2021, the Complainant again agreed to a company payment arrangement, with \$102.26 due by July 12, 2021, to reinstate the payment plan, a second payment of \$154.26 due by July 14, 2021, and installment payments of \$52 added to each monthly bill until the outstanding balance was paid in full. PPL Exhibit 2.

31. The Complainant made the payment of \$102.26 on July 6, 2021. PPL Exhibit 2.

32. Later on July 6, 2021, the Complainant informed the company that she was in the process of filing a complaint with the Commission and that she did not want a payment arrangement. PPL Exhibit 2.

33. The Complainant has income of \$546 per week in unemployment compensation. Tr. 33.

### DISCUSSION

The Complainant is contesting: 1) the charges transferred from the service address account to her current address account, 2) a delay in receiving bills for PPL service at her current address, and 3) that she was required to place a deposit on her current address account and payment plan charges.<sup>5</sup> Substantial evidence does not support the Complainant's claims.

As the proponent of a rule or order, the Complainant bears the burden of proof pursuant to Section 332(a) of the Code. 66 Pa.C.S. § 332(a). To satisfy this burden, the Complainant must demonstrate that the Respondent was responsible for the problems alleged in the Complaint through a violation of the Public Utility Code or a regulation or Order of the Commission.

The Pennsylvania Public Utility Code requires each public utility to provide reasonable service as follows:

[e]very public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities . . . Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

The statutory definition of "service" is to be broadly construed. *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlth. 1995). The Code defines "service" as:

[s]ervice, used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used,

---

<sup>5</sup> The security deposit and payment plan charges claims were specified during the hearing. Tr. 23, 27, 36-37. PPL did not object.

furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them.

66 Pa.C.S. § 102.

To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the respondent public utility violated either its duty under the Public Utility Code or the orders or regulations of the Commission, 66 Pa.C.S. § 701, or that the utility is responsible or accountable for the problem described in the Complaint. *Griggs v Phila. Gas Works*, Docket Number F-2020-3021754 (Opinion and Order entered July 15, 2021) (citing *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990)); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976). Such a showing must be by a preponderance of the evidence. *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).

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); 2 Pa.C.S. § 704. 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. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

#### Account Balance

The Complainant is contesting the \$3,282.00 bill balance on her PPL bill as of September 22, 2021. Tr. 27, PPL Exhibit 1. Ms. Wasserman contends that it is unclear how PPL reached this total. Tr. 27-28. She also suggests that part of this balance reflects usage by her friend and the mortgage company that took over the service address after she moved out in 2016. Tr. 28. The record supports a finding that the Complainant is responsible for the balance.

When a customer moves out of a service address, the regulations provide, in pertinent part:

#### § 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.
- (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 Ps. Code § 56.16(a) and (b).

Although the Complainant credibly testified that she moved out of the service address in 2016, the record establishes that she did not seek to remove her name as PPL customer of record for the service address until the next calendar year. It was not until April 24, 2017, that Ms. Wasserman called PPL and asked that the service be placed in the name of an ill friend that the Complainant allowed to move into the service address. PPL Exhibit 2.

PPL Customer Service Representative Brunner testified that while a customer request that the service be taken out of his or her name will be honored, the service will not be placed in the name of another unless that person contacts PPL. Tr. 56. When the Complainant called PPL on April 24, 2017 and asked that the service be taken out of her name and placed in the name of her friend, she was informed that the friend would have to call to have the service placed in her name. Tr. 41, 58-59; PPL Exhibit 6. Ms. Brunner further testified that when the Complainant was told that the service could be shut off, the Complainant asked that the service not be terminated. Tr. 59-60. PPL Exhibit 6. On May 3, 2017, the Complainant's friend called and requested that the service address account be placed in her name. On May 4, 2017, PPL granted the request, established service in the Complainant's friend's name, and removed the Complainant as the customer of record. PPL Exhibit 6.

Under Section 56.16(a), the Complainant is responsible for the services rendered until May 3, 2017. The Complainant's final bill for the service address was issued as of May 4, 2017, and the Complainant was not charged for any services at the service address after May 3, 2017. When the Complainant moved into her current address, once her PPL account was established, her balance from the service address was transferred to her current address account, including late fees, for a total of \$3,676.35. PPL Exhibit 1; PPL Exhibit 5, 7, 8. The balance was properly transferred to the Complainant's current account in accordance with 52 Pa. Code § 56.16(b).

The Complainant kindly did not want service shut off while her ill friend was living at the service address. However, because she did not stop service in her name at the address service, under Section 56.16(a) and(b), 52 Pa. Code § 56.16(b), the Complainant remained responsible for the services rendered until such time as she shut off the service in her name or there was another customer on the service address account.

There is no basis upon which to find that PPL violated the Public Utility Code, or Commission regulations or a Commission order when it transferred the Complainant's final service address balance to her current address. The Complainant cannot prevail on this claim.

### Service Billing Delay

The Complainant questions why there was a delay in billing her for her current address. On October 19, 2019, Ms. Wasserman signed up for PPL service at her current address through the self-service option, with a connect date of November 1, 2019. The first bill for the current address was issued in June of 2020.

PPL presented evidence explaining the delay. When a customer signs up through the self-service option, identification is not required at that time. Tr. 22. The record and testimony established that the Complainant was required to provide additional identification because the social security number that she provided did not match with the name on record. Company records show the Complainant seeking service at her current address in the name Trish Baird but other company information associated the social security number provided by the Complainant with Patricia Wasserman. Tr. 40. The service was turned on, but no bills were issued to the Complainant until the name discrepancy was cleared. PPL Exhibit 2; Tr. 41.

Company records also show that the Complainant and a company representative spoke regarding the name mismatch and the need for the Complainant to provide additional positive identification information on October 29, 2019, December 13, 2019, and January 17, 2020.<sup>6</sup> Either the Complainant would call to state that she did not receive a bill and she was advised by PPL representatives that additional identification was needed, or the Company would attempt to contact the Complainant. PPL Exhibit 2.

Efforts to contact the Complainant by telephone to discuss the matter on March 16, 2020 were unsuccessful, and the company issued the Complainant a letter requesting additional identification information. On March 20, 2020, the Complainant called PPL and stated that she had received the letter. A PPL representative again advised the Complainant that she needed to provide additional identification information. PPL Exhibit 2.

---

<sup>6</sup> The record also shows numerous other contacts between the Complainant and PPL between October of 2019 and March of 2020. PPL Exhibit 2.

On April 15, 2020, the Complainant again called PPL and was again told that she needed to provide additional identification information. On that date, PPL ran a credit check and the social security number again did not match the name provided by the Complainant so she was once more advised to provide additional identification information. On May 15, 2020, based on marriage information, the customer's name was updated. The Complainant's first PPL bill for the new address was issued on June 19, 2020. PPL Exhibit 2.

The record does not support a finding that PPL violated the code, the regulations or a Commission order here. It was not unreasonable of PPL to confirm the Complainant's identification before fully opening the account. There is no violation here.

#### Security Deposit and Company Payment Arrangement

The Complainant objects to PPL requiring that she pay a security deposit for services at the current address. She also contends that she did not agree to a payment arrangement. Tr. 26-27. She would like a refund of her security deposit and the \$144 initial payment and subsequent \$52 dollar charges for a payment plan. Tr. 27. 35-36.

The Code provides that a utility company may require a deposit paid over 90 days where there is an issue regarding identification verification or there is a concern regarding the customer's credit score or history. *See* 66 Pa.C.S. § 1404. Ms. Brunner testified that PPL required a deposit from the Complainant for the reasons provided in the Code. The Complainant presented no countervailing evidence. The deposit required by PPL was a total of \$190. This amount was billed to the Complainant over three months, or 90 days - June 19, 2020 (\$95.00); July 21, 2020 (\$47.50); and August 20, 2020 (\$47.50).

As far as the \$144 and payments of \$52, the record shows that the Complainant twice entered into a payment plan with the Company, and that these were not payments made by the Complainant for which she should be reimbursed. The customer contact records show that on June 9, 2021, the Complainant entered a payment arrangement with the Company to make an initial payment of \$144 and then \$52 each month thereafter for the outstanding balance. PPL Exhibit 2. The amount due and owing at that time was \$3,058.54. PPL Exhibit 2.

There are several other entries in the customer contact documents conveying discussions with the Complainant regarding a payment plan, including a payment of \$100 dollars made by Ms. Wasserman on June 9, 2021, the day that she entered into the payment arrangement. Because the Complainant did not make the complete \$144 initial payment, she was given an extension of time to pay the additional \$44.00, with a shut off date of July 17, 2021 if the payment was not made. PPL Exhibit 2; 7, 8.

On June 28, 2021, the Complainant contacted PPL and stated that she had filed a complaint with the Commission. The Complainant was advised at that time that her service would not be terminated and that she could reinstate her payment arrangement. Ms. Wasserman later chose to reinstate her payment arrangement and made a payment of \$102.26 toward that reinstatement. PPL Exhibit 2, 6,7. She ultimately determined that she did not want a payment arrangement, notified PPL and filed a complaint with the Commission. PPL Exhibit 2. 7. 8.

PPL did not violate the Code, regulations or a Commission order by requiring a security deposit or reaching payment arrangement terms with the Complainant, which she ultimately terminated. There is no basis upon which to require reimbursement of the payments at issue. The Complainant cannot prevail here.

#### Payment Arrangement

The Complainant has also requested a Commission-issued payment arrangement. The Commission is authorized to establish a payment arrangement between a public utility and customers within the limits established by the Code. 66 Pa. C.S. § 1403. The length of a payment arrangement is limited as follows:

**(b) *Length of payment arrangements.*** — The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement that is investigated by the commission and is entered into by a public utility and a customer shall not extend beyond:

**(1)** Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.

(2) Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.

(3) One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.

(4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

66 Pa. C.S. § 1403(b).

The Complainant testified that she was unemployed but had obtained a temporary job for only two months that paid \$41 an hour for a forty-hour week and that she would return to unemployment income. She receives \$546 per week in unemployment compensation.

The Complainant has a household of one. The Complainant's son lived with her temporarily at the time of the hearing but was looking for a place to live. The Complainant emphasized in her testimony that his name was not on the lease and that he would not live with her permanently. Tr. 32. The Complainant's son will not be included as a member of the household here.

The Complainant's monthly income is calculated as follows:

\$546 per week x 4 weeks/month = \$2184 per month household income.

\$2184 per month is more than 150% but less than 250% of the poverty level for a household of one. *See, Federal Register*, Vol. 87, No. 14 at 3316 (January 21, 2022). Therefore, the Complainant is eligible for and will be awarded a three-year payment term on her outstanding balance in accordance with 66 Pa. C.S. § 1405(b)(2).

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties of this proceeding.

66 Pa.C.S. § 701.

2. The party filing the Complaint bears the burden of proving by a preponderance of the evidence that he or she is entitled to relief from the Commission. 66 Pa.C.S. § 332(a).

3. A Commission decision must be supported by “substantial evidence,” which consists of evidence that a reasonable mind might accept as adequate to support a conclusion; a “trace of evidence or a suspicion of the existence of a fact” is insufficient. *HIKO Energy, LLC v. Pa. Pub. Util. Comm'n*, 163 A.3d 1079, 1094 (Pa. Cmwlth. 2017) (quoting *Lyft, Inc. v. Pa. Pub. Util. Comm'n*, 145 A.3d 1235, 1240 (Pa.Cmwlth. 2016)), *aff'd*, 209 A.3d 246 (Pa. 2019).

4. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities and such service and facilities shall be in conformity with the regulations and orders of the Commission. 66 Pa.C.S. § 1501.

5. A customer who vacates a premises supplied with public utility service and does not provide seven days’ notice that he or she wishes to have the service discontinued will be responsible for services rendered. 52 Ps. Code § 56.16(a).

6. A utility company may require a deposit paid over 90 days where there is an issue regarding identification verification or there is a concern regarding the customer's credit score or history. See 66 Pa.C.S. § 1404.

7. Where a customer discontinues service at a residence, a public utility may transfer an unpaid balance to a new residential service account of the same customer. 52 Pa. Code § 56.16(b).

8. The Complainant did not present substantial evidence to support a finding that the balance transfer, billing delay or security deposit required were violations of the Code, regulations or a Commission Order. 66 Pa.C.S. § 701.

9. The Commission may award payment arrangements. 66 Pa. C.S. § 1405.

10. The Complainant is eligible for a 36-month payment arrangement. 66 Pa. C.S. § 1405(b)(2).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the following exhibits are admitted into evidence:
  - a. Complainant Exhibit 1 – List of previous addresses and dates
  - b. PPL Exhibits 7 – Account Activity Statement – XXXXX4010
  - c. PPL Exhibit 8 – Account Activity Statement XXXXX0072
  
2. That Patricia Wasserman’s Complaint against PPL Electric Utilities Corporation at Docket No. F-2021-3027092 is granted, in part, and denied, in part.
  
3. That Patricia Wasserman’s request for a payment arrangement at Docket Number F-2021-3027092 is granted.
  
4. That within 30 days of entry of the final Commission Order in this matter, PPL Electric Utilities Corporation will calculate the Complainant’s balance and the one-thirty-sixth (1/36th) payment due each month with the monthly bill payment and issue written notice to the Complainant.
  
5. That beginning with the first billing due date following the entry of a final Commission Order in this matter, Patricia Wasserman shall make monthly payments consisting of her monthly bill plus one-thirty-sixth (1/36th) of the balance accrued on her account, continuing thereafter on the due date for the payment of each regular monthly bill, until the arrearage on her account has been paid in full.

6. That as long as Patricia Wasserman keeps the payment schedule stated in this order and timely pays her monthly bill plus 1/36th of the balance accrued, PPL Electric Utilities Corporation shall not suspend or terminate her utility service except for valid safety or emergency reasons or assess late payments or finance charges against her account.

7. That if Patricia Wasserman does not keep the payment schedule stated in this order, PPL Electric Utilities Corporation is authorized to suspend or terminate her utility service in accordance with the Commission's statute and regulations.

8. That all other claims are denied and dismissed.

9. That the Secretary shall mark this docket closed.

Date: March 28, 2022

\_\_\_\_\_/s/  
Darlene Heep  
Administrative Law Judge