

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held August 4, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman
John F. Coleman, Jr., Vice Chairman
Ralph V. Yanora

Patricia Wasserman

F-2021-3027092

v.

PPL Electric Utilities Corporation

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Patricia Wasserman (Complainant or Ms. Wasserman) on April 8, 2022, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Darlene Heep, served on March 28, 2022, in the above-captioned proceeding. PPL Electric Utilities Corporation (PPL or Company) filed Replies to Exceptions on April 18, 2022. For the reasons stated below, we shall deny the Complainant's Exceptions and adopt the ALJ's Initial Decision consistent with this Opinion and Order.

I. History of Proceeding

On June 1, 2021, Ms. Wasserman filed a Formal Complaint (Complaint) against PPL, averring that PPL was threatening to shut off her service at her current address, on Morwood Road in Telford, PA (Morwood Road or current address), due to a balance from her previous address, on Schwenkmill Road, Perkasio, PA (Schwenkmill Road or previous address).¹ Ms. Wasserman also averred that she moved from Schwenkmill Road in 2016, that another person had service at Schwenkmill Road, and that PPL is unable to provide a breakdown of the charges to her account. Ms. Wasserman further averred that after she moved out of Schwenkmill Road, PPL did not transfer the account to the new occupant for months and when she moved into Morwood Road, PPL did not place service in her name at the current address for months. Ms. Wasserman asserted that PPL's 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 her being billed incorrectly. Moreover, Ms. Wasserman requested a Commission-issued payment arrangement.

On July 28, 2021, PPL filed an Answer, admitting, in part, and denying, in part, the allegations in the Complaint. PPL stated that the Complainant established utility service at the Schwenkmill Road address on June 4, 1999. PPL also stated that the 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 the shut-off of service, she voided her request for disconnection. PPL averred that it informed the Complainant at that time that she would be responsible for the service even if she was not residing at the Schwenkmill Road address. PPL also averred 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,

¹ The Complaint is an appeal of a decision of the Commission's Bureau of Consumer Services at Case No. 3781015.

and that the Complainant established service at her current address on May 13, 2020. Further, PPL stated that on June 15, 2020, it transferred the Complainant's unpaid balance of \$3,676.35 from the Schwenkmill Road account to the Complainant's current Morwood Road account.

A telephonic evidentiary hearing was held on November 2, 2021. The Complainant appeared *pro se* and testified on her own behalf. PPL was represented by counsel who presented Dana Brunner, PPL Customer Service Representative, as a witness, and presented five exhibits that were admitted into the record. During the hearing, the ALJ gave the Complainant until December 1, 2021, to provide by email any documentation showing that she did not live at Schwenkmill Road during the contested period. The ALJ also directed the Company to provide the source documents for the charges transferred to the Complainant by December 1, 2021. The ALJ advised the Parties that responses to this additional information were due no later than December 15, 2021. Tr. at 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. By Order dated December 1, 2021, the ALJ permitted the Complainant until December 15, 2021 to mail in any supporting documentation and provided PPL with fifteen 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 the 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.

In the Initial Decision served March 28, 2022, the ALJ granted the Complainant's request for a payment arrangement and denied the Complainant's claims regarding the Company's transfer of a balance to her current account, a billing delay, and the Company's requirement for a security deposit payment. As previously noted, the Complainant filed Exceptions on April 8, 2022, and PPL filed Replies to Exceptions on April 18, 2022.

II. Background

The Complainant is currently a PPL customer on Morwood Road where she has resided since March of 2018. Tr. at 14. The Complainant was previously a PPL customer on Schwenkmill Road from June of 1999 until about September of 2016. Tr. at 13, 14, 18. After the Complainant moved out of Schwenkmill Road in September of 2016, the Complainant allowed an ill friend to move into the address. On April 24, 2017, the Complainant called PPL and asked the Company to switch the service to the name of her friend. Tr. at 19-20; PPL Exh. 6. 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. at 21, 42, 58. On May 3, 2017, the Complainant's friend called PPL and asked that the service be placed in her name, and the Company transferred the Schwenkmill Road account to the friend's name as of May 4, 2017. Tr. at 62; PPL Exh. 6. The final bill for the Complainant at the Schwenkmill Road address was issued on May 4, 2017. Tr. at 68, 75.

On October 19, 2019, the Complainant applied for service in her name at Morwood Road, with a November 1, 2019 connect date, using the Company's self-service option. Tr. at 67; PPL Exh. 2. The Company turned on the service at Morwood Road on October 29, 2019. PPL Exh. 2. On June 15, 2020, the Company transferred a total of \$3,676.35 from the Schwenkmill Road account to the Morwood Road account.

PPL Exhs. 1 and 5. The Company issued a bill for \$3,876.13 to the Complainant on June 19, 2020. PPL Exh. 1.

III. Discussion

A. Legal Standards

ALJ Heep made thirty-three Findings of Fact and reached ten Conclusions of Law. I.D. at 5-9, 16-18. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

Additionally, any issue or Exception that we do not specifically address has been duly considered and will be denied without further discussion. It is well settled that we are not required to consider, expressly or at length, each contention or argument raised by the parties. *Consolidated Rail Corporation v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Company is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by the Company. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this

Commission's decision must be supported by substantial evidence in the record. *Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, also referred to as the burden of persuasion, to rebut the evidence of the customer shifts to the Company. If the evidence presented by the Company is of co-equal value or "weight," the burden of proof has not been satisfied. The Complainant now has to provide some additional evidence to rebut that of the Company. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence 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. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

B. Initial Decision

In the Initial Decision, ALJ Heep first addressed the Complainant's argument regarding responsibility for the account balance on her PPL bill as of September 22, 2021. The ALJ found that the record supports a finding that the Complainant is responsible for the balance, consistent with Section 56.16(a) and (b) of our Regulations, 52 Pa. Code § 56.16(a),(b). I.D. at 11. The ALJ stated that although the Complainant credibly testified that she moved out of Schwenkmill Road in 2016, the record shows that she did not ask the Company to remove her name as the customer of record for that address until April 24, 2017, when the Complainant called PPL and asked

that the service be placed in the name of an ill friend that the Complainant allowed to move into the Schwenkmill Road address. *Id.* (citing PPL Exh. 2).

The ALJ relied on the testimony and evidence PPL produced. The ALJ stated that Ms. Brunner testified that service will not be placed in the name of another unless that person contacts PPL. I.D. at 12 (citing Tr. at 56). Ms. Brunner stated that 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 need to call the Company to have the service placed in her name. I.D. at 12 (citing Tr. 41 at 58-59; PPL Exh. 6). The ALJ continued that 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. I.D. at 12 (citing Tr. at 59-60; PPL Exh. 6). On May 3, 2017, the Complainant's friend called and requested that the Schwenkmill Road account be placed in her name. The ALJ noted that 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 for Schwenkmill Road. I.D. at 12 (citing PPL Exh. 6).

Based on this evidence, the ALJ concluded that under Section 56.16(a), the Complainant is responsible for the services rendered until May 3, 2017, when the Complainant discontinued service in her name. The ALJ stated that the Complainant's final bill for Schwenkmill Road was issued as of May 4, 2017, and the Complainant was not charged for any services at that address after May 3, 2017. The ALJ found that when the Complainant moved into her current Morwood Road address and her PPL account was established at that address, her balance from Schwenkmill Road was properly transferred to her current address account, consistent with 52 Pa. Code § 56.16(b). I.D. at 12. Accordingly, the ALJ determined that the Complainant was responsible for a total of \$3,676.35, including late fees. *Id.* (citing PPL Exhs. 1, 5, 7, and 8).

Second, the ALJ addressed the Complainant's argument that the billing for her current address was delayed. In evaluating the evidence the Parties presented, the ALJ found that the record does not support a finding that PPL violated the Code, the Regulations, or a Commission Order because it was not unreasonable of PPL to confirm the Complainant's identification before opening the account. I.D. at 14. The ALJ stated that 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; however, the first bill for the current address was not issued until June of 2020. *Id.* at 13.

The ALJ concluded that PPL presented evidence explaining the delay. *Id.* The ALJ observed that PPL established that when a customer signs up through the self-service option, identification is not required at that time. *Id.* (citing Tr. at 22). Nevertheless, the ALJ stated that the record demonstrated 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. The Company's records show the Complainant seeking service at her current address in the name Trish Baird, but other Company information connected to the social security number the Complainant provided is associated with the name Patricia Wasserman. I.D. at 13 (citing Tr. at 40). The service was turned on, but no bills were issued to the Complainant until the name discrepancy was cleared. I.D. at 13 (citing PPL Exh. 2; Tr. at 41).

The ALJ continued that the Company records also show that the Complainant and a Company representative talked about 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. I.D. at 13 (citing PPL Exh. 2). The Company attempted to contact the Complainant by telephone to discuss the matter on March 16, 2020, and, subsequently, 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, and a PPL representative again advised the

Complainant that she needed to provide additional identification information. I.D. at 13 (citing PPL Exh. 2). The ALJ noted that the record also shows numerous other contacts between the Complainant and PPL between October of 2019 and March of 2020. I.D. at 13 (citing PPL Exh. 2). The ALJ also noted that the Complainant again called PPL on April 15, 2020, and again was 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 the Complainant provided, so the Complainant was once more advised to provide additional identification information. I.D. at 14. The ALJ indicated that on May 15, 2020, the customer's name was updated based on the Complainant's marriage information, and the Company issued the Complainant's first PPL bill for the new address. *Id.* (citing PPL Exh. 2).

Third, the ALJ addressed the Complainant's argument that she did not agree to a payment arrangement with the Company and her request for a refund of the \$144 initial payment and subsequent \$52 charges for a payment arrangement. The ALJ determined that PPL did not violate the Code or a Commission Regulation or Order by reaching a payment arrangement with the Complainant that the Complainant later terminated. The ALJ stated that concerning the \$144 and \$52 payments, the record shows that the Complainant twice entered into a payment arrangement with the Company and that these were not payments for which the Complainant should be reimbursed. I.D. at 14. The ALJ observed that PPL's customer contact records show that on June 9, 2021, the Complainant entered into a payment arrangement with the Company to make an initial payment of \$144 and then \$52 each month thereafter for the outstanding balance. *Id.* (citing PPL Exh. 2). The amount the Complainant owed to PPL at that time was \$3,058.54. I.D. at 14 (citing PPL Exh. 2).

The ALJ additionally stated that there are several other entries in the customer contact documents concerning discussions between the Company and the Complainant regarding a payment plan, including a payment of \$100 Ms. Wasserman

made on June 9, 2021, the day she entered into the payment arrangement. I.D. at 15. The ALJ noted that because the Complainant did not make the complete \$144 initial payment, the Company gave her an extension of time to pay the additional \$44, with a shut off date of July 17, 2021 if the payment was not made. *Id.* (citing PPL Exhs. 2, 7, and 8). The ALJ also noted that on June 28, 2021, the Complainant contacted PPL and stated that she had filed a complaint with the Commission. In response, the Company advised the Complainant that her service would not be terminated and that she could reinstate her payment arrangement. I.D. at 15. The ALJ further noted that Ms. Wasserman later chose to reinstate her payment arrangement and made a payment of \$102.26 toward that reinstatement. *Id.* (citing PPL Exhs. 2, 6, and 7). The Complainant ultimately decided that she did not want a payment arrangement, notified PPL, and filed a complaint with the Commission. I.D. at 15 (citing PPL Exhs. 2, 7, and 8). The ALJ found that the Complainant could not prevail on this claim based on the evidence. I.D. at 15.

Fourth, the ALJ addressed the Complainant's request for a Commission-issued payment arrangement. The ALJ stated that 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 compensation, for which she receives \$546 per week. The ALJ calculated the Complainant's monthly income as follows: \$546 per week x 4 weeks/month = \$2184 per month household income. I.D. at 16. The ALJ found that \$2184 per month is more than 150% but less than 250% of the federal poverty level for a household of one. *Id.* (citing *Federal Register*, Vol. 87, No. 14 at 3316 (January 21, 2022)). Therefore, the ALJ awarded the Complainant a three-year payment term on her outstanding balance in accordance with 66 Pa. C.S. § 1405(b)(2). I.D. at 16.

C. Exceptions, Replies, and Disposition

1. The Complainant's Exception No. 1,² PPL's Replies, and Disposition

In her Exception No. 1, the Complainant avers that the ALJ incorrectly found the Complainant responsible for the balance on the Schwenkmill Road account. The Complainant states that PPL did not provide her with an accurate or clear and concise bill to explain the charges that were transferred to her current Morwood Road account. Exc. at 1.

In its Replies to Exceptions, PPL argues that substantial record evidence supports a finding that the ALJ correctly found that PPL properly transferred a previously unpaid balance from an account in the Complainant's name to the Complainant's current account. PPL states that the Schwenkmill Road account was originally established in the Complainant's name in 1999, and the Complainant did not contact PPL until April 24, 2017, to advise that she had moved months earlier and was permitting a friend to remain in the residence. R. Exc. at 2. PPL also states that it advised Ms. Wasserman that if she had the electric service removed from her name, the service would be terminated unless someone else contacted PPL to have the service placed in his/her name. *Id.* at 2-3. PPL indicates that based on this information, the Complainant elected to have the service remain in her name so that her friend would have electric service. *Id.* at 3 (citing Tr. at 21, 42, 58). PPL submits that it honored the Complainant's request until another party contacted the Company on May 3, 2017 to accept service at the

² We acknowledge that the Complainant's Exceptions do not strictly comply with 52 Pa. Code § 5.533(b), which requires that "each 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." Nevertheless, we shall consider the Complainant's Exceptions as filed in order to secure a just, speedy, and inexpensive determination in this proceeding, particularly as the Complainant is *pro se*. See 52 Pa. Code § 1.2(a),(d).

Schwenkmill property. PPL explains that as of May 4, 2017, it removed the account from the Complainant's name. R. Exc. at 3.

PPL avers that its actions were consistent with 52 Pa. Code § 56.16(a). PPL continues that when the Complainant moved into the Morwood Road property, PPL properly transferred the \$3,676.35 outstanding balance from the Schwenkmill Road property pursuant to 52 Pa. Code § 56.16(b). PPL states that it provided all available documentation to support the accumulated bill, which had not previously been disputed when the Complainant was residing at the Schwenkmill Road property, and the Complainant was unable to produce evidence to dispute the bill. As such, PPL contends that ALJ Heep properly concluded that the Complainant is responsible for the charges accumulated through May 3, 2017 at Schwenkmill Road and that such charges were properly transferred to the Morwood Road account. R. Exc. at 3.

Based on our review of the record, we agree with the ALJ that under Section 56.16(a), the Complainant is responsible for the services rendered until May 3, 2017 at Schwenkmill Road, when the Complainant discontinued service in her name and that the Company properly transferred the account balance from Schwenkmill Road to Morwood Road consistent with Section 56.16(b). The Complainant did not present sufficient evidence to satisfy her burden of proving that PPL's actions violated the Code, a Commission Regulation, or a Commission Order.

The Company's witness, Ms. Brunner, presented testimony and sponsored exhibits regarding the Complainant's contacts with the Company and pertinent account activity statements, all of which support the Company transferring the account balance from Schwenkmill Road to Morwood Road. For instance, Ms. Brunner presented evidence to demonstrate that the service remained in the Complainant's name until the Complainant's friend contacted PPL on May 3, 2017, and asked that the service be placed in her name. Tr. at 62; PPL Exh. 6. The Complainant was aware that the service would

remain in her name until she discontinued the service or another individual requested service in her name, and the Complainant allowed the service to remain in her name so that her friend would have electric service. Tr. at 21, 42, 58, 59-60. The Company transferred the Schwenkmill Road account to the name of the Complainant's friend as of May 4, 2017, and the Company issued the Complainant a final bill for Schwenkmill Road on the same date. PPL Exh. 6; Tr. at 62, 68, 75. The Company did not charge the Complainant for services at Schwenkmill Road after May 4, 2017. PPL Exhs. 5, 7 and 8; Tr. at 57, 75, 79. The Complainant did not rebut this evidence. Accordingly, we shall deny the Complainant's first Exception.

2. The Complainant's Exception No. 2, PPL's Replies, and Disposition

In her Exception No. 2, the Complainant argues that the ALJ incorrectly found that PPL previously provided the Complainant with a payment arrangement. The Complainant states that she never requested or agreed to a payment arrangement with PPL because she disputes the charges in question. Exc. at 1.

In its Replies to Exceptions, PPL states that its business records show it made a payment arrangement with the Complainant on June 9, 2021, at which time there was a concern of a future termination of service. R. Exc. at 3 (citing PPL Exh. 2). PPL also states that while the evidence confirms the establishment of such payment arrangements, the Complainant's service was never terminated and she has never been adversely impacted by the payment arrangements on her account that protected the account from termination. R. Exc. at 4.

Consistent with the ALJ's decision on this issue, the record demonstrates that PPL and the Complainant entered into a payment arrangement on June 9, 2021, and that the payment arrangement was reinstated on July 6, 2021. In this case, it appears that the payment arrangement assisted the Complainant in avoiding termination of her electric

service. PPL Exh. 2. We find that the Company's actions in establishing a payment arrangement for the Complainant are compliant with the Code and Commission Regulations and Orders. We will, thus, deny the Complainant's Exception No. 2.

3. The Complainant's Exception No. 3, PPL's Replies, and Disposition

In her Exception No. 3, the Complainant avers that the ALJ erred in determining that PPL did not improperly delay in providing the Complainant with a bill for services at her current Morwood Road address. The Complainant contends that PPL delayed sending her a bill for months, and she believes this proves that PPL was continuing to bill her for services at Schwenkmill Road even after that account was no longer in her name. Exc. at 1.

In its Replies to Exceptions, PPL states that the record evidence demonstrates that the billing delay was due to the Company's need to verify the identity of Ms. Wasserman. R. Exc. at 4. PPL explains that when the Complainant originally sought service, she did so through PPL's self-service option which cannot verify identity, and the social security number the Complainant provided did not match the corresponding name on PPL's files, because the Complainant was using the name Trisha Baird. *Id.* (citing PPL Exh. 2; Tr. at 41). PPL also explains that as a result of multiple calls and the exchange of additional information between the Parties, the Complainant's identity was confirmed and the Company opened the Complainant's account on May 15, 2020. PPL avers that the only charges on the Complainant's bill for service at her new residence at Morwood Road were for charges incurred when the Complainant agrees she was residing at the residence. R. Exc. at 4.

As previously discussed, the evidence shows that PPL did not charge the Complainant for services at Schwenkmill Road after May 4, 2017. The record also demonstrates that there was a delay in the Company billing the Complainant. While the

Complainant's electric service was turned on October 29, 2019, PPL did not issue the Complainant a bill at her new service address at Morwood Road until May 15, 2020, when it was able to obtain proper identification information from the Complainant. The Company presented evidence to explain that the delay was caused because the Company did not have proper identification information for the Complainant in order to check her credit and that there were numerous exchanges between the Complainant and the Company during which the Company attempted to obtain the identification information because the Company was unable to match the Complainant's name with the social security number she provided. *See* PPL Exh. 2. We find that PPL's actions in this instance are consistent with Section 56.32(c) of our Regulations, 52 Pa. Code § 56.32(c), which permits a public utility to require proof of the identity of applicants prior to providing public utility service. Accordingly, we shall deny the Complainant's Exception No.

4. The Complainant's Exception No. 4, PPL's Replies, and Disposition

In her Exception No. 4, the Complainant states that any payments she has made should be applied toward her current charges and not toward any disputed charges. She also clarifies that her income from unemployment compensation is \$538, rather than the \$546 amount stated in the Initial Decision. *Exc.* at 1.

In its Replies to Exceptions, PPL states that it is the Company's belief that this Exception does not require a reply. PPL avers that the Complainant is providing an assertion that she intends for her payments to be applied toward current charges rather than disputed charges. *R. Exc.* at 4.

In this Exception, it appears that the Complainant is, first, asking that any payments she has made should be applied toward her current charges and not toward any disputed charges. In addressing this Exception, we note that pursuant to

52 Pa. Code § 56.141(2), the Complainant is not required to pay disputed portions of her bill, and the Company may not terminate her service until this Complaint is resolved. Given our determinations herein, the Complainant is responsible for paying all previously disputed charges and all current charges on her account balance upon the entry of this Opinion and Order.

Upon review of the Complainant's second argument in this Exception, we find that the ALJ's calculation of the Complainant's monthly household income was properly based on the Complainant's testimony that her unemployment income was \$546. *See* Tr. at 33. We must base our determination herein on the evidence in the record. Nevertheless, even if we were to re-calculate the Complainant's monthly income based on an unemployment income amount of \$538, the Complainant would qualify for the same three-year payment term on her outstanding balance in accordance with 66 Pa. C.S. § 1405(b)(2), consistent with the ALJ's determination, and the outcome in the Initial Decision would remain the same.³

IV. Conclusion

Upon review, we shall deny the Complainant's Exceptions and adopt the ALJ's Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions filed by Patricia Wasserman on April 8, 2022, are denied.

³ The Complainant's monthly income would be calculated as follows: \$538 per week x 4 weeks/month = \$2,152 per month household income. The amount of \$2,152 per month is more than 150% but less than 250% of the poverty level for a household of one. *Id.* (citing *Federal Register*, Vol. 87, No. 14 at 3316 (January 21, 2022)).

2. That the Initial Decision of Administrative Law Judge Darlene Heep, served on March 28, 2022, is adopted consistent with this Opinion and Order.

3. That the Formal Complaint in the matter of Patricia Wasserman v. PPL Electric Utilities Corporation, at Docket No. F-2021-3027092, is granted, in part, and denied, in part.

4. That Patricia Wasserman's request for a payment arrangement, at Docket No. F-2021-3027092, is granted.

5. That within thirty days of the entry of this Opinion and Order, 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.

6. That beginning with the first billing due date following the entry of this Opinion and Order, 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.

7. That as long as Patricia Wasserman keeps the payment schedule stated in this Opinion and 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.

8. That if Patricia Wasserman does not keep the payment schedule stated in this Opinion and Order, PPL Electric Utilities Corporation is authorized to

suspend or terminate her utility service in accordance with the Public Utility Code and the Commission's Regulations.

9. That this matter shall be marked closed.

BY THE COMMISSION

A handwritten signature in black ink, appearing to read "Rosemary Chiavetta". The signature is written in a cursive style with a large initial "R".

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: August 4, 2022

ORDER ENTERED: August 4, 2022