

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

Public Meeting held October 27, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman
Stephen M. DeFrank, Vice Chairman
Ralph V. Yanora
Kathryn L. Zerfuss
John F. Coleman, Jr.

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 is the Petition for Reconsideration (Petition) filed by Patricia Wasserman (Ms. Wasserman or Complainant) on August 25, 2022,¹ seeking reconsideration of the Opinion and Order entered on August 4, 2022 (*August 2022 Order*), relative to the above-captioned proceeding. No Answer to the Petition has been filed. For the reasons stated below, we shall deny the Petition consistent with this Opinion and Order.

¹ The Petition, originally filed on August 19, 2022, was deemed deficient by Secretarial Letter served on August 24, 2022. The perfected Petition was filed on August 25, 2022.

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).² 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,

² 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 of Administrative Law Judge (ALJ) Darlene Heep, 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. The Complainant filed Exceptions on April 8, 2022, and PPL filed Replies to Exceptions on April 18, 2022.

In the *August 2022 Order*, we denied the Exceptions and adopted the ALJ's Initial Decision. As previously noted, Ms. Wasserman filed the instant Petition on August 25, 2022. No Answer to the Petition has been filed. The Commission entered an Order on August 30, 2022, to preserve Commission jurisdiction.

Discussion

A. Legal Standards

Initially, we note that any issue we do not specifically address herein 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); *also see, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

The Public Utility Code (Code) establishes a party's right to seek relief following the issuance of our final decisions pursuant to Subsections 703(f) and (g), 66 Pa. C.S. §§ 703(f) and 703(g), relating to rehearings, as well as the rescission and amendment of orders. Such requests for relief must be consistent with Section 5.572 of our Regulations, 52 Pa. Code § 5.572, relating to petitions for relief following the issuance of a final decision. The standards for granting a Petition for Reconsideration

were set forth in *Duick v. Pennsylvania Gas and Water Company*, 1982 Pa. PUC Lexis 4, *12-13:

A Petition for Reconsideration, under the provisions of 66 Pa. C.S. § 703(g), may properly raise any matters designed to convince the Commission that it should exercise its discretion under this code section to rescind or amend a prior order in whole or in part.

In this regard we agree with the court in the Pennsylvania Railroad Company case, wherein it was stated that:

Parties . . . cannot be permitted by a second motion to review and reconsider, to raise the same questions which were specifically considered and decided against them . . . what we expect to see raised in such petitions are new and novel arguments, not previously heard, or considerations which appear to have been overlooked by the Commission.

Under the *Duick* standards, a petition for reconsideration may properly raise any matter designed to convince this Commission that we should exercise our discretion to amend or rescind a prior Order, in whole or in part. Such petitions are likely to succeed only when they raise “new and novel arguments” not previously heard or considerations which appear to have been overlooked or not addressed by the Commission. *Id.* at *13.

B. *August 2022 Order*

In the *August 2022 Order*, we first addressed the Complainant’s Exception No. 1, in which she argued 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. We determined that under 52 Pa. Code § 56.16(a), the Complainant was

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 52 Pa. Code § 56.16(b). Our decision was based on the record, and we cited to specific evidence as discussed below. We noted that 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 supported the Company transferring the account balance from Schwenkmill Road to Morwood Road. *August 2022 Order* at 12. 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. *Id.* (citing 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. *August 2022 Order* at 12-13 (citing 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. *August 2022 Order* at 13 (citing PPL Exh. 6; Tr. at 62, 68, 75). The Company did not charge the Complainant for services at Schwenkmill Road after May 4, 2017. *August 2022 Order* at 13 (citing PPL Exhs. 5, 7, and 8; Tr. at 57, 75, 79). Under the circumstances, we concluded that the Complainant did not satisfy her burden of proving that PPL violated the Code, a Commission Regulation, or a Commission Order. *August 2022 Order* at 13.

Next, we addressed the Complainant's Exception No. 2, in which she contended that the ALJ incorrectly found that PPL previously provided her with a payment arrangement and averred that because she disputed the charges in question, she did not request or agree to a payment arrangement. Upon review, we found that the record demonstrated 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. *August 2022 Order* at 13. We reasoned that it appeared that the payment arrangement assisted the Complainant in avoiding termination of her electric service. Accordingly, we concluded that the Company's actions in establishing a payment arrangement for the Complainant were compliant with the Code and the Commission's Regulations and Orders. *Id.* at 13-14.

We further addressed the Complainant's Exception No. 3, in which she argued that PPL improperly delayed providing her with a bill for services at her current Morwood Road address. The Complainant stated that PPL delayed sending her a bill for months and that this proved PPL was continuing to bill her for services at Schwenkmill Road after that account was no longer in her name. In evaluating this Exception, we stated that the record demonstrated that PPL did not charge the Complainant for services at Schwenkmill Road after May 4, 2017. *August 2022 Order* at 14. We acknowledged that there was a delay in the Company billing the Complainant; however, 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. The record showed 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. *August 2022 Order* at 15 (citing PPL Exh. 2). We determined that PPL's actions in this instance were 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. *August 2022 Order* at 15.

C. Petition and Disposition

In the Petition, Ms. Wasserman avers that PPL has not provided her with a clear and concise bill, a complete explanation for how her bill was calculated, including dates of each bill and amounts per month, or practiced a fair credit policy.

Ms. Wasserman argues that PPL has improperly retained her security deposit which the Company was to return to her, with interest, after twenty-four months. Ms. Wasserman also avers that PPL should not have held her responsible for the unpaid balance from the Schwenkmill Road account, which remained in her name until 2017. Petition at 1. In conjunction with this argument, Ms. Wasserman contends that PPL improperly billed her for amounts that were incurred more than four years ago. *Id.* at 2. Ms. Wasserman further avers that PPL delayed issuing her bills for the service the Company provided to her at her current Morwood Road address. *Id.* at 1. Finally, Ms. Wasserman avers that she has not requested a payment arrangement on any disputed amount or on amounts which PPL has not clearly explained. Ms. Wasserman would like a payment arrangement after she has received an accurate bill from the Company and would like the disputed amounts to be removed from her account until she receives an accurate bill from the Company. *Id.* at 2.

Under the circumstances in this case, we find that Ms. Wasserman has not satisfied the standards for reconsideration. A petition for reconsideration is governed by *Duick*, which essentially requires the Commission to perform a two-step analysis. First, the Commission must determine whether the petitioner has offered any new arguments that were not addressed by the Commission in its previous order. The Commission will not reconsider its previous decision based on arguments that have already been made. Second, the Commission must evaluate any new argument or evidence and decide whether modification of its previous order is warranted. However, the Commission will not necessarily modify a prior order just because a petitioner offers a new argument that was not addressed by the Commission in its previous order. Most of the arguments Ms.

Wasserman raises in her Petition are not “new and novel,” and we addressed them in detail in the *August 2022 Order*. Ms. Wasserman raised the following arguments in her Complaint, during the hearing in this case, and in her Exceptions: (1) that PPL did not provide her with an accurate or clear and concise bill to explain the charges that were transferred from the Schwenkmill Road account to her current Morwood Road account; (2) that PPL should not have held her responsible for the unpaid balance from the Schwenkmill Road account; (3) that PPL improperly delayed providing her with a bill for services at her current Morwood Road address; and (4) that she did not request a payment arrangement because she disputed some of the charges on her bill. *See, e.g.*, Complaint at 2-3; Exc. at 1.

As explained above, we expressly addressed each of these arguments in the *August 2022 Order*. In response to Ms. Wasserman’s arguments 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 and that Ms. Wasserman should not be held responsible for the services at Schwenkmill Road, we determined that under 52 Pa. Code § 56.16(a), the Complainant was responsible for the services rendered until May 3, 2017 at Schwenkmill Road, when the Complainant discontinued service in her name. We also determined that the Company properly transferred the account balance from Schwenkmill Road to Morwood Road consistent with 52 Pa. Code § 56.16(b). *August 2022 Order* at 12. Our decision was based on the record, and we cited to specific evidence, including the Company’s testimony and exhibits regarding the Complainant’s contacts with the Company and pertinent account activity statements that supported the Company transferring the account balance from Schwenkmill Road to Morwood Road. *Id.* at 12-13.

We also found that the record demonstrated 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. We reasoned that it appeared that the payment

arrangement assisted the Complainant in avoiding termination of her electric service. *Id.* at 13-14. Further, we determined that although there was a delay in PPL billing the Complainant for service at her current address, the Company presented evidence to explain that the delay was caused because the Company did not have the proper identification information for the Complainant in order to check her credit. *Id.* at 14. Our decision on these issues is based on substantial evidence in the record, and Ms. Wasserman has not provided any information in her Petition that would justify overturning our decision.

Ms. Wasserman did not specifically raise in her Exceptions the arguments Ms. Wasserman raises in her Petition concerning PPL improperly retaining her security deposit³ and PPL improperly billing her for amounts that were incurred more than four years ago. Ms. Wasserman could have raised these arguments in her Exceptions and because she did not, these arguments may be deemed waived.⁴ Even if we were to address these arguments, we find they are lacking in merit and were not developed on the record in this case. First, the record does not support a finding that PPL improperly retained Ms. Wasserman's security deposit. Under our Regulations, a public utility may hold a deposit until a customer establishes a timely payment history, which is defined as

³ During the hearing, Ms. Wasserman testified that she was contesting the security deposit that PPL charged her (Tr. at 23-24); however, she did not raise this issue in her Exceptions and, thus, we did not address it in the *August 2022 Order*.

⁴ The Commonwealth Court and this Commission have determined that permitting new claims or proposals at a late stage in a proceeding raises significant due process concerns because opposing parties would not have an adequate opportunity to respond to adverse positions. *See Hess v. Pa. PUC*, 107 A.3d 246, 265-2669 (Pa. Cmwlth. 2014). In prior cases, we have determined that arguments not raised by parties in their Exceptions or earlier in a proceeding are deemed to be waived. *See Pa. PUC v. Uber Technologies, Inc.*, Docket No. C-2014-2422723 (Order entered September 1, 2016); *Ruth Matieu-Alce v. Philadelphia Gas Works*, Docket No. F-2015-2473661 (Order entered April 7, 2016); *Petition of PPL Electric Utilities Corporation for Approval of a Distribution System Improvement Charge*, Docket Nos. P-2012-2325034, *et al.* (Order entered October 1, 2015).

“paid in full and on time for any 12 consecutive months.” 52 Pa. Code § 56.53(a),(b). Additionally, if a customer becomes delinquent during this time period, the public utility may deduct the outstanding balance from the deposit. 52 Pa. Code § 56.53(e). There is no indication in the record that PPL violated these provisions, particularly as the record indicates that Ms. Wasserman carried an outstanding balance on her account and PPL had scheduled her service for termination as a result. *See* PPL Exh. 2.

Second, the record does not support a finding that PPL billed Ms. Wasserman for amounts that were incurred more than four years prior to being accrued. Ms. Wasserman appears to be referring to Section 56.35(a) of our Regulations, 52 Pa. § 56.35(a), which states the following:

A public utility may require, as a condition of the furnishing of residential service to an applicant, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly.

We have interpreted this provision to mean that Section 56.35(a) does not prohibit a utility from holding a customer responsible for a total account balance that includes amounts that are over four years old; rather, it prohibits a utility from requiring an applicant for new service to pay an outstanding balance that accrued longer than four years prior to the request for new service, as a condition of furnishing that service to the applicant. *See Beth Trivelpiece v. PECO Energy Co.*, Docket No. C-2015-2462644 (Order entered September 22, 2016). In instances in which the public utility did not request a payment of an outstanding balance as a condition of establishing service to a customer, we have determined that the public utility did not violate Section 56.35(a). *See Deborah Brown v. PECO Energy Company*, Docket No. C-2009-2097007 (Order entered January 29, 2010).

In this case, the record shows that PPL did not require Ms. Wasserman to pay an outstanding balance as a condition of providing service. On October 19, 2019, Ms. Wasserman applied for service in her name at Morwood Road, with a November 1, 2019 connect date, using the Company's self-service option, and the Company turned on her service on October 29, 2019. Tr. at 67; PPL Exh. 2. The Company did not transfer the outstanding balance from the Schwenkmill Road account to the Morwood Road account until June 15, 2020. PPL Exhs. 1 and 5. For all of these reasons, we shall deny the instant Petition.

Conclusion

Upon review, we shall deny Ms. Wasserman's Petition, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Petition for Reconsideration filed by Patricia Wasserman on August 25, 2022, is denied consistent with the discussion in this Opinion and Order.

2. That this matter shall be marked closed.

BY THE COMMISSION

A handwritten signature in black ink, reading "Rosemary Chiavetta". The signature is written in a cursive, flowing style.

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: October 27, 2022

ORDER ENTERED: October 27, 2022