

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jason Ascioffa	:	
	:	
v.	:	C-2022-3033094
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Joel H. Cheskis
Deputy Chief Administrative Law Judge

INTRODUCTION

This decision sustains a formal complaint filed by a customer of an electric distribution company who is seeking a payment arrangement for the outstanding amount owed on his account for electric service. The complainant will be provided sixty (60) months to resolve his outstanding balance through equal monthly payments of one-sixtieth of the total arrears, plus current usage, until the outstanding balance is resolved.

HISTORY OF THE PROCEEDING

On June 14, 2022, Jason Ascioffa filed a Formal Complaint (complaint) with the Pennsylvania Public Utility Commission against PPL Electric Utilities Corporation (PPL).¹ In his complaint, Mr. Ascioffa averred that PPL has threatened to terminate his utility service or has already terminated his utility service and that he would like a payment agreement he can afford.

¹ As discussed further below, on April 25, 2022, Mr. Ascioffa filed an informal complaint with the Commission's Bureau of Consumer Services (BCS), case number 3833258. BCS dismissed the informal complaint by decision dated June 6, 2022.

Mr. Ascioffa added, among other things, that, due to a loss of income, he had to change jobs and is behind on his bills. Mr. Ascioffa stated that he requested a reasonable payment arrangement but was denied.

On July 7, 2022, PPL filed an answer to Mr. Ascioffa's complaint. PPL admitted or denied the various averments made by Mr. Ascioffa. In particular, PPL admitted that it issued a termination notice to Mr. Ascioffa but termination was delayed as a result of Mr. Ascioffa filing an informal complaint with the Commission's Bureau of Consumer Services. PPL added that Mr. Ascioffa had a balance in arrears of \$6,866.61 when the termination notice was issued. PPL also admitted that Mr. Ascioffa requested a payment arrangement but denied that he is entitled to a new payment arrangement. PPL concluded that Mr. Ascioffa's complaint should be denied in its entirety.

On July 14, 2022, the Commission issued a hearing notice establishing an initial call-in telephonic hearing for this case for September 1, 2022, beginning at 10:00 a.m. and assigning me as the presiding officer. A prehearing order was issued on July 15, 2022, setting forth various rules that would govern the hearing. By order granting continuance dated August 25, 2022, the hearing was rescheduled to October 24, 2022. A telephonic hearing cancellation/reschedule notice was issued the same day formally rescheduling the hearing.

The hearing convened on October 24, 2022, as scheduled. Mr. Ascioffa appeared *pro se* and presented oral testimony. Garrett Lent, Esquire appeared on behalf of PPL and presented one witness who sponsored five exhibits that were admitted into the record.

The record in this case consists of the hearing transcript of 41 pages and the exhibits sponsored by PPL. The record in this case closed on November 3, 2022, when the transcript was submitted to the Commission. As discussed below, Mr. Ascioffa's Formal Complaint will be sustained. Mr. Ascioffa will be given a 60-month payment arrangement in which to satisfy his outstanding balance with PPL.

FINDINGS OF FACT

1. The Complainant in this case is Jason Ascioffa.
2. The Respondent in this case is PPL Electric Utilities Corporation.
3. The service address is 3202 Flint Hill Road, Hellertown, PA.
4. Mr. Ascioffa had a job loss and his income dropped. Tr. 7.
5. Six people live in Mr. Ascioffa's home. Tr. 8.
6. Mr. Ascioffa's income decreased about a year ago approximately \$1,000 per month from approximately \$4,500 per month. Tr. 9, 15-16.
7. Mr. Ascioffa's son and daughter work part time in a local supermarket and contribute \$50 and \$25 respectively to the household. Tr. 11.
8. PPL did not terminate Mr. Ascioffa's service after he filed his Formal Complaint. Tr. 13.
9. Holly Hankerson is a customer service representative for PPL and has worked for PPL for 36 years. Tr. 19.
10. Ms. Hankerson assists customers regarding billing payments, meters and other questions they may have. Tr. 20.
11. PPL Exhibit Number 1 is the Statement of Account Activity for Mr. Ascioffa's account. PPL Exh. 1; Tr. 20.

12. The current unpaid balance on Mr. Ascioffa's account is \$9,198.94. PPL Exh. 1; Tr. 21.
13. Budget billing is the average amount of a customer bill from the prior twelve months that the customer is charged. Tr. 22.
14. Mr. Ascioffa attempted to pay his budget bill amount on February 2, 2022 but the payment was returned for insufficient funds. Tr. 23.
15. The last payment Mr. Ascioffa made on his account was on December 6, 2021, for \$357 when his balance was \$5,430.12. Tr. 23.
16. PPL Exhibit Number 2 is the history of contacts for Mr. Ascioffa's account. PPL Exh. 2; Tr. 23-24.
17. On April 20, 2022, PPL sent Mr. Ascioffa a termination notice for termination to occur on May 4, 2022 when his outstanding balance was \$6,866.81. PPL Exh. 2; Tr. 24.
18. Mr. Ascioffa's service was not terminated on May 4, 2022 because Mr. Ascioffa filed an informal complaint with the Commission. Tr. 25.
19. On Track is PPL's debt forgiveness program. Tr. 25.
20. The Low Income Heating Assistance Program (LIHEAP) is a program that provides financial assistance for heating that is funded by the government. Tr. 26.
21. Operation Help is a program that provides financial assistance for heating that is funded through donations from PPL, its customers and its employees. Tr. 26.

22. Mr. Ascioffa was referred to On Track and Operation Help on April 18, 2019, but did not complete the application. Tr. 25-26.

23. PPL Exhibit 3 is the payment arrangement history for Mr. Ascioffa's account. PPL Exh. 3; Tr. 27.

24. Mr. Ascioffa was offered a company-issued payment arrangement on June 14, 2022, whereby Mr. Ascioffa would pay \$2,854 by June 20, 2022 and he would pay his budget bill amount plus \$98 for 50 months going forward. PPL Exh. 3; Tr. 28.

25. Mr. Ascioffa did not comply with the June 14, 2022 company-issued payment arrangement. Tr. 28-29.

26. PPL has offered Mr. Ascioffa 33 payment arrangements, but he has not complied with any of them. PPL Exh. 3; Tr. 29.

27. PPL Exhibit 4 is the payment arrangement offered by the Commission's Bureau of Consumer Services (BCS) to Mr. Ascioffa in response to Mr. Ascioffa's informal complaint filed on April 25, 2022. PPL Exh. 4; Tr. 29.

28. BCS dismissed Mr. Ascioffa's April 25, 2022 informal complaint because the Commission had previously directed PPL to provide him a payment arrangement and he did not comply with its terms. PPL Exh. 4; Tr. 30-31.

29. PPL Exhibit 5 is the payment arrangement offered by BCS to Mr. Ascioffa in response to his informal complaint filed on September 24, 2019. PPL Exh. 5; Tr. 31-32.

30. In response to the informal complaint filed by Mr. Ascioffa on September 24, 2019, BCS provided Mr. Ascioffa a level two, budget bill plus \$203 payment arrangement beginning in November 2019. PPL Exh. 5; Tr. 32.

31. Mr. Ascioffa did not comply with the payment arrangement provided by BCS in response to the informal complaint filed on September 24, 2019. Tr. 32.

32. On June 15, 2022, Mr. Ascioffa reported an updated income to PPL in the amount of \$3,000 gross monthly income. Tr. 33.

DISCUSSION

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. Patterson v. Bell Tel. Co. of Pa., 72 Pa.P.U.C. 196 (1990). “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950). The offense must be a violation of the Public Utility Code, the Commission’s regulations or an outstanding order of the Commission. 66 Pa.C.S. § 701. In this proceeding, Mr. Ascioffa requested that he be given a payment arrangement he can afford. Mr. Ascioffa, therefore, has the burden of proof in this proceeding.

Chapter 14 of the Public Utility Code authorizes the Commission to establish payment arrangements between a public utility and customers. 66 Pa.C.S. § 1405(a). The length of the payment arrangement is based on the federal poverty level for the household where service is provided that the payment arrangement will govern. For example, the Commission can direct a utility to provide a payment arrangement not to exceed five years for customers with a gross monthly household income level not exceeding 150% of the federal poverty level. 66 Pa.C.S. § 1405(b)(1). Chapter 14 also prohibits payment arrangements from being applied to arrearages incurred while a customer is enrolled in a customer assistance program (CAP). 66 Pa.C.S. § 1405(c).

Furthermore, absent a change in income, the Commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a Commission order. 66 Pa.C.S. § 1405(d). A change in income is defined in Chapter 14 as a decrease in household income of 20% or more if the customer's household income level exceeds 200% of the federal poverty level or a decrease in household income of 10% or more if the customer's household income is 200% or less of the federal poverty level. 66 Pa.C.S. § 1403.

In this case, BCS directed PPL to provide Mr. Ascioffa with a payment arrangement in response to an informal complaint filed in September, 2019. PPL Exh. 5; Tr. 31-32. Mr. Ascioffa did not comply with that payment arrangement. Tr. 32. In response to the informal complaint filed by Mr. Ascioffa in April, 2022, BCS denied the complaint because Mr. Ascioffa did not comply with the prior payment arrangement BCS directed PPL to provide and Mr. Ascioffa failed to demonstrate a change in income sufficient to warrant an additional payment arrangement. PPL Exh. 4; Tr. 30-31. As a result, in order for Mr. Ascioffa's instant complaint to be sustained, he must demonstrate that he has experienced a change in income sufficient to allow the Commission to direct PPL to provide an additional payment arrangement.

Record evidence demonstrates that six people live in Mr. Ascioffa's household at the service address. Tr. 8. The current gross monthly household income is approximately \$3,500. Tr. 9, 15-16. 150% of the federal poverty level for a household of six is \$4,649. 87 Fed. Reg. 3316 (Jan. 21, 2022). As a result, the household at the service address is at 75% of the federal poverty level. At 150% or less of the federal poverty level, record evidence must demonstrate a decrease in household income of 10% or more in order to show a change in circumstances sufficient to warrant the Commission providing a second payment arrangement. 66 Pa. C.S. § 1403.² Record evidence demonstrates that the household at the service address has experienced a 22% decrease in household income $((4,500 - 3,500) / 4,500 = 22.2)$. Therefore,

² Mr. Ascioffa provided estimated information for the total household gross monthly income. Since the determination based on the information provided places the household at 75% of the federal poverty level, however, it is reasonable to assume that the household would still be below 150% of the federal poverty level if more accurate information was provided.

Mr. Ascioffa is entitled to a second payment arrangement wherein the outstanding balance must be paid in 60 equal installments over 60 months. 66 Pa.C.S. § 1405(b)(1).

It is noted, however, that the record evidence also demonstrates that Mr. Ascioffa was offered assistance in paying his electric bill on numerous occasions through the support of low-income customer assistance programs such as LIHEAP and On Track, as well as numerous payment arrangements offered by PPL. It is clear that PPL has been flexible and accommodating in helping Mr. Ascioffa accept his responsibilities as a utility customer. All utility customers must pay for the utility service they consume. In this case, Mr. Ascioffa has demonstrated a significant change in circumstances that warrants being given a 60-month payment arrangement from PPL.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding. 66 Pa.C.S. § 701.
2. Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).
3. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950).
4. The Commission can direct a utility to provide a payment arrangement not to exceed five years for customers with a gross monthly household income level not exceeding 150% of the federal poverty level. 66 Pa.C.S. § 1405(b)(1).
5. Absent a change in income, the Commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has

defaulted on a previous payment arrangement established by a Commission order. 66 Pa.C.S. § 1405(d).

6. A change in income is defined in Chapter 14 as a decrease in household income of 20% or more if the customer's household income level exceeds 200% of the federal poverty level or a decrease in household income of 10% or more if the customer's household income is 200% or less of the federal poverty level. 66 Pa.C.S. § 1403.

7. 150% of the federal poverty level for a household of six is \$4,649. 87 Fed. Reg. 3316 (Jan. 21, 2022).

8. Mr. Ascioffa has satisfied his burden of proof in this proceeding to demonstrate that he is entitled to a 60-month payment arrangement to pay his outstanding balance owed to PPL.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Jason Ascioffa against PPL Electric Utilities Corporation at Docket Number C-2022-3033094 and dated June 14, 2022, is hereby sustained.

2. That, within thirty (30) days of the date the Commission enters its order in this case, PPL Electric Utilities Corporation shall tender a bill to Jason Ascioffa for the unpaid balance on his electric bill along with a monthly budget amount representing payment for services rendered on a going forward basis.

