

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Christine Deshler	:	
	:	
v.	:	F-2022-3034501
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
John M. Coogan
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses a Formal Complaint that Christine Deshler filed with the Pennsylvania Public Utility Commission requesting a Commission ordered payment arrangement with PPL Electric Utilities Corporation. The Complainant has not met her burden of proving she is entitled to a further Commission ordered payment arrangement or an extension of a prior Commission ordered payment arrangement.

HISTORY OF THE PROCEEDING

On August 12, 2022, Christine Deshler (Ms. Deshler or Complainant) filed a Formal Complaint with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (PPL, Respondent, or Company). Ms. Deshler’s Formal Complaint was served on PPL on August 18, 2022. In her Formal Complaint, Ms. Deshler stated that she had experienced a loss of household income and has had difficulty increasing her household income. As relief, she requested a payment plan that she can handle on her income.

On September 7, 2022, PPL filed an answer to Ms. Deshler's Formal Complaint. In its answer, PPL admitted or denied the various averments in the Formal Complaint. In particular, PPL asserted Ms. Deshler has a balance in arrears with PPL of \$17,940.33. PPL also stated that Ms. Deshler has had several payment arrangements with PPL, all of which are in default. Additionally, PPL averred that Ms. Deshler was recently provided a Commission-issued payment arrangement, on which she has not made any payments, and that she has exceeded the number of medical certification renewals permitted under Commission regulations to halt termination.

On September 19, 2022, the Commission issued an initial telephonic hearing notice setting a formal call-in telephonic hearing for this matter for November 2, 2022, at 10:00 a.m. and assigned me as the presiding officer. In anticipation of that hearing, I issued a prehearing order on September 20, 2022, setting forth various rules that would govern that proceeding.

On October 25, 2022, Complainant requested a continuance of the November 2, 2022, hearing. PPL did not object to the request, and on October 27, 2022, a formal order continuing the November 2, 2022, hearing was issued. On October 31, 2022, a telephonic hearing notice was issued for a rescheduled hearing on January 11, 2023.

On January 5, 2023, Complainant requested a continuance of the January 11, 2023, hearing. PPL did not object to the request, and on January 11, 2023, a formal order continuing the January 11, 2023, hearing was issued. Also on January 11, 2023, a telephonic hearing notice was issued for a rescheduled hearing on March 22, 2023.

On March 17, 2023, I received an e-mail from Marc Kranson, Esquire, who stated Ms. Deshler met with him on March 16, 2023, and requested his representation in this proceeding. Mr. Kranson requested a continuance of the March 22, 2023, hearing due to his inability to prepare for the hearing. Mr. Kranson also averred that additional time would allow him to discuss settlement with PPL and Ms. Deshler's family. On March 20, 2023, counsel for PPL stated it opposed the third continuance request. On March 20, 2023, I responded to counsel

for Ms. Deshler and PPL, informally granting the continuance request. Also on March 20, 2023, a telephonic hearing notice was issued for the rescheduled hearing on April 5, 2023. On March 22, 2023, a formal order continuing the March 22, 2023, hearing was issued.

A hearing was held before me on April 5, 2023. Complainant Christine Deshler appeared and was represented by Marc Kranson, Esquire. Ms. Deshler offered no exhibits. Respondent was represented by Garrett Lent, Esquire. Holly Hankerson, a Senior Customer Service Representative, testified for Respondent and ten exhibits for Respondent were admitted into the record. The record closed when the transcript and exhibits were filed on April 21, 2023.

FINDINGS OF FACT

1. Complainant is Christine Deshler, an individual residing at 1934 Harold Avenue, Apartment 1 (service property). Tr. 8.
2. Respondent is PPL Electric Utilities Corporation. Tr. 5-6
3. PPL Exhibit 1 is an Account Activity Statement for Ms. Deshler's PPL account ending in 110105 (service account). PPL Exhibit 1.
4. PPL Exhibit 2 is an Account Contact History for the service account. PPL Exhibit 2.
5. PPL Exhibit 3 is a history of payment arrangements for the service account. PPL Exhibit 3.
6. PPL Exhibit 4 is Pennsylvania Public Utility Commission Bureau of Consumer Services decision directing PPL provide Ms. Deshler a Level 2 payment arrangement PPL Exhibit 4.
7. Ms. Deshler's household size currently consists of one adult. Tr. 21.

8. The current gross monthly income for Ms. Deshler's household is \$3,708.
Tr. 13, 21.

DISCUSSION

The Complainant in this proceeding has the burden of proof to show that the Respondent is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). The Complainant must establish her case by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). To meet her burden of proof, the Complainant must present evidence more convincing, by even the smallest amount, than that presented by the Respondent. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). In this case, the Complainant requested a payment arrangement.

The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§1401-1419 (Chapter 14), applies to this proceeding. The Commission has the authority to establish a payment arrangement pursuant to 66 Pa.C.S. § 1405(a), within the strict guidelines set forth in 66 Pa.C.S. § 1405(b) based on where the household's gross income falls in relation to the federal poverty level guidelines. Specifically, Sections 1405(c), (d), (e), and (f) of Chapter 14 address limitations on payment arrangements as follows:

(c) Customer assistance programs. – Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission.

(d) Number of payment arrangements.—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 or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

(e) Extension of payment arrangements.—If the customer defaults on a payment arrangement established under subsections (a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

(f) Failure to comply with payment arrangement. – Failure of a customer to comply with the terms of a payment arrangement shall be grounds for a public utility to terminate the customer’s service. Pending the outcome of a complaint filed with the commission, a customer shall be obligated to pay that portion of the bill which is not in dispute and subsequent bills which are not in dispute.

66 Pa.C.S. § 1405(c)-(f).

Ms. Deshler was granted a Level 2 Commission-ordered payment arrangement totaling \$769 per month in June 2022 when her gross monthly income was reported as \$2,357 for a household of one. PPL Exhibit 4. A Level 2 Commission-ordered payment arrangement is granted to households with a gross monthly household income level exceeding 150% but not exceeding 250% of the Federal poverty level. 66 Pa.C.S. § 1405(b)(2). Ms. Deshler did not make any payments towards her Commission-ordered payment arrangement. PPL Exhibit 1. Although a public utility has discretion to allow multiple payment arrangements under certain circumstances, absent a change in income, Ms. Deshler is not eligible for another Commission-ordered payment arrangement. 66 Pa.C.S. § 1405(d). Chapter 14 defines “change in income” 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 level is 200% or less of the Federal poverty level.

66 Pa.C.S. § 1403

A “change in income” per Chapter 14 only applies if household income decreases. 66 Pa.C.S. § 1403. Ms. Deshler testified that her current gross monthly income is \$3,708 for a

household of one, which is \$1,351 higher than what was reflected by the Commission-ordered payment arrangement in June 2022. Because Ms. Deshler’s reported income has increased, she is not eligible for another Commission-ordered payment arrangement under Chapter 14.

Chapter 14 also allows for the extension of a Commission-ordered payment arrangement if a customer defaults because of a significant change in circumstances. 66 Pa.C.S. §1403. Chapter 14 defines “significant change in circumstances” as:

Any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income.
- (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer's residence.
- (4) Increase in the customer's number of dependents in the household.

66 Pa.C.S. § 1403

There is no evidence in the record that the default on Ms. Deshler’s Commission-established payment arrangement in 2022 was due to a “significant change in circumstances” as defined by Chapter 14. Ms. Deshler testified that she has cancer and that her husband died. Tr. 9-10. However, Ms. Deshler testified that she was diagnosed with cancer 28 years ago, and her husband died in 2020. *Id.* Therefore, there is no basis to find that Ms. Deshler’s default on the June 2022 Commission-established payment arrangement was caused by a significant change in circumstances. 66 Pa.C.S. § 1405(e).

Counsel for Ms. Deshler asserts Commission regulations at 52 Pa. Code § 56.97(b) require PPL to exercise good faith and fair judgment in attempting to enter into a reasonable payment arrangement, which includes consideration of size of the balance, the ability of the party to pay, the payment history and the length of time the bill has accumulated. Tr. 32. Counsel for Ms. Deshler argues PPL’s testimony establishes that those factors were not taken

into account. *Id.* Counsel for PPL avers Ms. Deshler has failed to meet her burden of proof, and that PPL has offered 13 separate payment arrangements with the Company. *Id.* Further, counsel for PPL states that Ms. Deshler has not made a single payment on her electric account since November 2021. Tr. 33.

I do not find that Ms. Deshler has met her burden of proof that PPL did not exercise good faith and fair judgment in attempting to enter into a reasonable payment arrangement with her. Upon questioning by counsel for Ms. Deshler, PPL witness Hankerson testified that assistance to Ms. Deshler was based on income level and not other factors, e.g., Ms. Deshler's expenses. Tr. 30. To the extent counsel for Ms. Deshler suggests PPL did not appropriately consider Ms. Deshler's expenses, the Company has offered 13 separate payment arrangements, and as is explained below it is unclear in the record what basis there is to find that PPL did not comply with 52 Pa. Code § 56.97 in offering those payment arrangements. PPL Exhibit 3.

First, although Ms. Deshler testified that her expenses exceed her income, Ms. Deshler also provided testimony that her current household expenses, not including electric service, total approximately \$2,750 a month, and that her gross monthly income is \$3,708. Tr. 13-17, 21. Therefore, it is not clear why the payment arrangements offered by PPL to Ms. Deshler are unreasonable when she appears to have a budget surplus. Second, the payment arrangements reported by PPL at its Exhibit 3 extend back to 2019, but the expenses reported by Ms. Deshler are current. Therefore, there is insufficient basis to evaluate why prior payment arrangements were unreasonable if she may have had different income or expenses. Third, even if Ms. Deshler's expenses clearly exceeded her income at the time she was offered a payment arrangement, 52 Pa. Code § 56.97 reflects the procedures a utility should follow prior to service termination. It is not clear that attempting to provide a customer a payment arrangement in lieu of termination in such circumstances is unreasonable. It is also notable that PPL witness Hankerson testified that PPL referred Ms. Deshler to additional assistance programs, including LIHEAP and PPL's Operation Help program. Tr. 27-28. Therefore, Complainant has not provided sufficient evidence to establish that PPL did not exercise good faith and fair judgment in attempting to enter into reasonable payment arrangements with Ms. Deshler.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. §701.
2. Complainant has the burden of proof. 66 Pa.C.S. §332(a).
3. The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419, applies to this proceeding.
4. The Commission is authorized to establish a payment arrangement between a public utility and a customer. 66 Pa.C.S. §1405(a).
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 Commission order or decision. 66 Pa.C.S. § 1405(d).
6. If a customer defaults on a payment arrangement established by the Commission under subsections 1405(a) and (b) as a result of a significant change in circumstance, the Commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown. 66 Pa.C.S. § 1405(e).
7. Complainant has not met her burden of proving she is entitled to a further Commission ordered payment arrangement on her balance or an extension of a previous Commission ordered payment arrangement. 66 Pa.C.S. § 332(a); 66 Pa.C.S. § 1405(d), (e).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Christine Deshler at Christine Deshler v. PPL Electric Utilities Corporation, at Docket Number F-2022-3034501, is dismissed.
2. That the Secretary's Bureau mark Docket No. F-2022-3034501 as closed.

Date: June 27, 2023

/s/

John M. Coogan
Administrative Law Judge