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Megan E. Rulli

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File #: 202476

September 14, 2023

***VIA ELECTRONIC FILING***

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Patricia Wasserman v. PPL Electric Utilities Corporation**  
**Docket No. F-2023-3042497**

Dear Secretary Chiavetta:

Attached for filing please find the Preliminary Objection of PPL Electric Utilities Corporation (“PPL Electric”) in response to the Complaint of Patricia Wasserman (the “Complainant”) in the above-referenced proceeding.

The Complaint indicates that a Protection From Abuse (“PFA”) order has been issued for the Complainant’s personal safety or welfare. Comp. ¶ 7. As such, PPL Electric has omitted information from this Preliminary Objection that could be used to determine the Complainant’s location and contact information.

PPL Electric is also electronically filing and serving a redacted Certificate of Service, which redacts the Complainant’s service address. Counsel for PPL Electric hereby certifies that it has served a copy of this Preliminary Objection upon the Complainant, at the information provided in the unredacted version of the Complaint.

PPL Electric will submit a copy of this cover letter, as well as an unredacted hard copy of the Certificate of Service to the Secretary’s Bureau via first-class mail, to the extent it is required to do so by the Secretary, or the Administrative Law Judge assigned to this matter.

Rosemary Chiavetta, Secretary  
September 14, 2023  
Page 2

Please direct any questions regarding this submission to the undersigned.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M E Rulli', written in a cursive style.

Megan E. Rulli

MER/kl  
Attachment

cc: Certificate of Service

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

### VIA EMAIL AND FIRST-CLASS MAIL

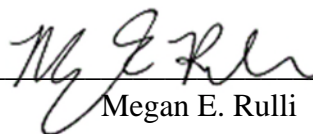
Patricia Wasserman

**REDACTED**

**REDACTED**

**REDACTED**

Date: September 14, 2023



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Megan E. Rulli

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Patricia Wasserman,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. F-2023-3042497
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

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**NOTICE TO PLEAD**

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YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.101, YOU MAY FILE AN ANSWER TO THE ENCLOSED PRELIMINARY OBJECTION WITHIN TEN (10) DAYS OF THE DATE OF SERVICE HEREOF. YOUR ANSWER TO THE PRELIMINARY OBJECTION MUST BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL FOR PPL ELECTRIC UTILITIES CORPORATION.

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Date: September 14, 2023

Attorneys for PPL Electric Utilities Corporation

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Patricia Wasserman,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. F-2023-3042497
	:	
PPL Electric Utilities Corporation,	:	
	:	
Respondent.	:	

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**PRELIMINARY OBJECTION OF  
PPL ELECTRIC UTILITIES CORPORATION TO THE  
COMPLAINT OF PATRICIA WASSERMAN**

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**TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:**

AND NOW, comes PPL Electric Utilities Corporation (“PPL Electric” or the “Company”) and hereby files this Preliminary Objection, pursuant to the regulations of the Pennsylvania Public Utility Commission (“Commission”) at 52 Pa. Code § 5.101, and respectfully requests that the Commission dismiss the above-captioned Formal Complaint (“*Second Complaint*”) filed by Patricia Wasserman (“Complainant”) in its entirety and with prejudice as against PPL Electric because it is legally insufficient.

As explained below, the *Second Complaint* should be dismissed because it attempts to re-litigate issues and claims that were raised in a previous compliant proceeding that were fully litigated on the merits, denied, and dismissed by the Commission. The *Second Complaint* challenges PPL Electric’s transfer of the outstanding balance from the Complainant’s previous electric service account to her current account. Indeed, the Commission recently denied and dismissed the Complainant’s claims related to the transfer of the same balance to her current

electric service account when it adjudicated the Complainant’s previous Complaint filed against PPL Electric at Docket No. F-2021-3027092 (“*First Complaint*”).

In support thereof, PPL Electric states as follows:

**I. BACKGROUND**

1. PPL Electric is a “public utility” and an “electric distribution company” as those terms are defined under the Public Utility Code, 66 Pa. C.S. §§ 102 and 2803, subject to the regulatory jurisdiction of the Commission.

2. PPL Electric furnishes electric distribution, transmission, and provider of last resort electric supply services to approximately 1.4 million customers throughout its certificated service territory, which includes all or portions of twenty-nine counties and encompasses approximately 10,000 square miles in eastern and central Pennsylvania.

3. On August 25, 2023, PPL Electric was served with the above-captioned Formal Complaint, which challenges PPL Electric’s transfer of the Complainant’s balance that had accrued at the Schwenk Mill Road Address to her new service account. (Complaint ¶¶ 5-6.)

4. Previously, on June 1, 2021, the Complainant filed the *First Complaint* at Docket No. F-2021-3027092 challenging the transfer of the same balance from the Schwenk Mill Road Address to her current electric service account.<sup>1</sup> The Complainant also requested a payment arrangement in the *First Complaint*.

5. In the Initial Decision, the Administrative Law Judge (“ALJ”) denied the Complainant's claims made in the *First Complaint* related to the transferred balance, finding that the Complainant was responsible for the services rendered to the Schwenk Mill Road Address until

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<sup>1</sup> The *First Complaint* raised additional claims related to a billing delay and the requirement to pay a security deposit, which were also dismissed and denied by the Commission’s Order at *Patricia Wasserman v. PPL Electric Utilities Corporation*, 2022 Pa. PUC LEXIS 332 (Order entered October 27, 2022).

May 3, 2017, and that PPL Electric properly transferred the \$3,676.35 balance to the Complainant's current account in accordance with 52 Pa. Code § 56.16(b). The ALJ granted the Complainant's request for a payment arrangement. *See Patricia Wasserman v. PPL Electric Utilities Corporation*, Docket No. F-2021-3027092 (Initial Decision Issued March 28, 2022). A true and correct copy of the Initial Decision is attached herein as **Appendix A**.

6. On April 8, 2022, the Complainant filed Exceptions to the Initial Decision.

7. On April 18, 2022, PPL Electric filed its Replies to Exceptions.

8. On August 4, 2022, the Commission denied the Complainant's Exceptions and adopted the ALJ's Initial Decision. *See Patricia Wasserman v. PPL Electric Utilities Corporation*, Docket No. F-2021-3027092 (Opinion and Order entered August 4, 2022) ("August 2022 Order").

9. On August 25, 2022, the Complainant filed a Petition for Reconsideration of the August 2022 Order.

10. On October 27, 2022, the Commission denied the Petition for Reconsideration. *See Patricia Wasserman v. PPL Electric Utilities Corporation*, 2022 Pa. PUC LEXIS 332 (Order entered October 27, 2022). A true and correct copy of the Commission's October 27, 2022, Order is attached herein as **Appendix B**.

11. PPL Electric herein files this Preliminary Objection to the Second Complaint. For the reasons explained below, PPL Electric respectfully requests that the Commission summarily dismiss the Second Complaint as legally insufficient because it is barred by Section 316 of the Public Utility Code, 66 Pa. C.S. § 316.

## **II. STANDARD OF REVIEW**

12. Pursuant to the Commission's regulations, preliminary objections in response to a pleading may be filed on several grounds, including:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.
- (7) Standing of a party to participate in the proceeding.

52 Pa. Code § 5.101(a) (emphasis added).

13. In ruling on preliminary objections, the Presiding Officer must accept as true all well-pled allegations of material facts as well as all inferences reasonably deducible therefrom. *Stilp v. Cmwlth.*, 910 A.2d 775, 781 (Pa. Cmwlth. 2006) (citing *Dep't of Gen. Servs. v. Bd. of Claims*, 881 A.2d 14 (Pa. Cmwlth. 2005)). However, the Presiding Officer need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations, or expressions of opinion. *Stanton-Negley Drug Co. v. Dep't of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlth. 2007). Notwithstanding, any doubt must be resolved in favor of the non-moving party. *Stilp*, at 781.

14. In addition, the Presiding Officer must determine whether, based on the factual pleadings, if recovery is possible. *See Rok v. Flaherty*, 527 A.2d 211, 214 (Pa. Cmwlth. 1987). Indeed, for preliminary objections to be sustained, it must appear with certainty that the law will permit no recovery. *See Stilp*, at 781; *Milliner v. Enck*, 709 A.2d 417, 418 (Pa. Super. 1998).

### III. PRELIMINARY OBJECTION

#### A. **PRELIMINARY OBJECTION NO. 1 – THE SECOND COMPLAINT IS LEGALLY INSUFFICIENT AND SHOULD BE DISMISSED WITH PREJUDICE BECAUSE IT IS BARRED BY SECTION 316 OF THE PUBLIC UTILITY CODE**

15. PPL Electric incorporates by reference Paragraphs 1 through 14 as if fully set forth herein.

16. The *Second Complaint* should be dismissed as legally insufficient because it is barred by Section 316 of the Public Utility Code, 66 Pa. C.S. § 316.<sup>2</sup>

17. The *First Complaint* raised the same or related issues concerning PPL Electric's transfer of the outstanding balance from the Complainant's Schwenk Mill Road Address to the Complainant's current service account.

18. The Complainant in the instant action is the same Complainant whose *First Complaint* also concerned PPL Electric's transfer of the outstanding balance from the Complainant's Schwenk Mill Road Address to the Complainant's current service account.

19. The Complainant's outstanding balance of \$3,676.35 is the same balance that was at issue in the *First Complaint* proceeding.

20. Despite the Commission's rejection of the Complainant's claims relating PPL Electric's transfer of the outstanding balance from the Complainant's Schwenk Mill Road Address to the Complainant's current service account, the Complainant continues to raise issues that were or could have been raised in the *First Complaint* proceeding.

21. Through the *Second Complaint*, the Complainant is seeking to litigate the same or related factual and legal issues that were raised or could have been raised in the *First Complaint*.

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<sup>2</sup> To the extent that the presiding officer and Commission believe that the Company's claims under Section 316 of the Public Utility Code should be addressed in motions for judgment on the pleadings, PPL Electric respectfully requests that the presiding officer and Commission treat this Preliminary Objection as such.

22. The Order rejecting the Complainant's arguments relating to PPL Electric's transfer of the outstanding balance associated with the Schwenk Mill Road Address to the Complainant's current service account has not been set aside, annulled, or otherwise overturned. *See Patricia Wasserman v. PPL Electric Utilities Corporation*, 2022 Pa. PUC LEXIS 332 (Order entered October 27, 2022).

23. For all of these reasons, the Complainant is prohibited from bringing the instant *Second Complaint* and raising, for the second time, issues and claims concerning the Company's transfer of the outstanding balance from her previous electric service account to her current account.

24. Thus, the Complainant's *Second Complaint* is legally insufficient and should be summarily dismissed with prejudice pursuant to 66 Pa. C.S. § 316.

**IV. CONCLUSION**

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the above-captioned Formal Complaint filed by Patricia Wasserman be dismissed in its entirety and with prejudice for the reasons set forth above.

Respectfully submitted,

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Date: September 14, 2023

Attorneys for PPL Electric Utilities Corporation

**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

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<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.

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<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.

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<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.

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<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,

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<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.

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<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

## 2022 PA. PUC LEXIS 332

Pennsylvania Public Utility Commission

October 27, 2022, Entered; October 27, 2022, Adopted

F-2021-3027092

### **PA Public Utility Commission Decisions**

#### **Reporter**

2022 PA. PUC LEXIS 332 \*

## **Patricia Wasserman ; v. ; PPL Electric Utilities Corporation**

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### **Core Terms**

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public utility, petition for reconsideration, outstanding balance, supporting documents, security deposit, account balance, current address, email

**Panel:** Commissioners Present: Gladys Brown Dutrieuille, Chairman; Stephen M. DeFrank, Vice Chairman; Ralph V. Yanora; Kathryn L. Zerfuss; John F. Coleman, Jr.

### **Opinion**

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[\*1] Public Meeting held October 27, 2022

#### **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,<sup>1</sup> 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.

#### **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).<sup>2</sup> 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, [\*2] PPL did not

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<sup>1</sup> 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.

<sup>2</sup> The Complaint is an appeal of a decision of the Commission's Bureau of Consumer Services at Case No. 3781015.

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 [\*3] 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. 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 [\*4] 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, [\*5] 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 [\*6] 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 [\*7] 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 [\*8] 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] 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 [\*10] 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 [\*11] 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 [\*12] 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 [\*13] 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 [\*14] arguments Ms. Wasserman raises in her Petition concerning PPL improperly retaining her security deposit<sup>3</sup> 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.<sup>4</sup> 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 "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 [\*15] 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

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<sup>3</sup> 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*.

<sup>4</sup> 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).

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 [\*16] 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**

ORDER ADOPTED: October 27, 2022

ORDER ENTERED: October 27, 2022

PA Public Utility Commission Decisions

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## VERIFICATION

I, BETH A. FRONHEISER being the Credit & Collections Manager at PPL Electric Utilities Corporation, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect PPL Electric Utilities Corporation to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

September 14, 2023

  
Beth A. Fronheiser



Commonwealth of Pennsylvania  
**Pennsylvania Public Utility Commission**  
Harrisburg, PA 17105-3265  
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