

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Susan Lloyd	:	
	:	
v.	:	F-2023-3041339
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
John M. Coogan
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses a Formal Complaint that alleged overbilling by an electric utility because the Complainant failed to meet her burden of proving, by a preponderance of the evidence, that the utility violated the Public Utility Code or a Commission order or regulation.

HISTORY OF THE PROCEEDING

On June 13, 2023, Susan Lloyd (Ms. Lloyd or Complainant) filed a Formal Complaint with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (PPL or Company).¹ Ms. Lloyd's Formal Complaint was served on PPL on June 16, 2023. Ms. Lloyd alleged there are incorrect charges on her January 24, 2023 bill and that her normal bill is about \$130 to \$140. As relief, Ms. Lloyd requested that her bill be adjusted.

¹ Ms. Lloyd's Formal Complaint is a timely appeal of a determination issued by the Commission's Bureau of Consumer Services at BCS Case No. 3891508.

On July 6, 2023, PPL filed an answer to the Formal Complaint. In its answer, PPL denied or admitted the various averments in the Formal Complaint. In particular, PPL denied that there are incorrect charges on Ms. Lloyd's electric service bill for the January 2023 billing period. PPL admitted Complainant received an estimated bill for her electric service in December 2022. However, PPL asserted customer usage data was being accurately collected and stored at all times, and Complainant's actual usage during December 2022 was higher than PPL estimated. Accordingly, Ms. Lloyd's underestimated bill was reconciled to the actual meter usage for the December 2022 billing period and the electric service bill issued on January 24, 2023 included the unbilled usage from the December 2022 billing period.

On July 6, 2023, the Commission issued an initial telephonic hearing notice setting a formal call-in telephonic hearing of the Formal Complaint for August 16, 2023, at 10:00 a.m. and assigning me as the presiding officer. In anticipation of that hearing, I issued a prehearing order on July 7, 2023, setting forth various rules that would govern that proceeding.

The initial hearing convened on August 16, 2023, as scheduled. Devin Ryan Esquire attended on behalf of PPL, along with two witnesses for PPL: Alicia Watkinson, Customer Contact Center Supervisor for PPL, and Holly Hankerson.² Susan Lloyd appeared on behalf of herself. PPL submitted six exhibits that were admitted into the record. Complainant submitted seven exhibits that were admitted into the record.

The record in this case consists of the above-referenced exhibits and a transcript of 87 pages. The record closed on September 6, 2023, upon my receipt of the hearing transcript. For the reasons discussed below, the Formal Complaint will be dismissed.

FINDINGS OF FACT

1. The Complainant in this case is Susan Lloyd.
2. The Respondent in this case is PPL Electric Utilities Corporation.

² Ms. Hankerson did not testify at the hearing. Tr. 78.

3. The service address at issue in this proceeding is 1000 Belwyck Boulevard, Apartment 1107, Lancaster, PA 17601. Tr. 11.

4. Ms. Lloyd moved into the service address on April 8, 2022. Tr. 13.

5. Ms. Lloyd's account with PPL at the service address was activated on April 9, 2022. Tr. 41.

6. Ms. Lloyd's PPL account number for the service address ends in 61012. PPL Exhibit 12.

7. Lloyd Exhibit 1 is a PPL Account Activity Statement for Ms. Lloyd for the PPL account ending in number 61012. Lloyd Exhibit 1.

8. Ms. Lloyd requested that PPL service be disconnected at the service address on February 15, 2023. Tr. 41.

9. Lloyd Exhibit 7 is a letter from PPL to Ms. Lloyd dated March 13, 2023. Lloyd Exhibit 7.

10. PPL Exhibit 1 is a PPL Account Activity Statement for Ms. Lloyd for the PPL account ending in number 61012. PPL Exhibit 1.

11. PPL Exhibit 2 is a PPL Account Contact History for Ms. Lloyd for the PPL account ending in number 61012. PPL Exhibit 2.

12. PPL Exhibit 4 is a summary of monthly PPL bills for Ms. Lloyd for the PPL account ending in number 61012 from April 2022 to February 2023. PPL Exhibit 4.

13. PPL Exhibit 5 is a summary of monthly meter readings from November 2021 to July 2023. PPL Exhibit 5.

14. PPL Exhibit 12 is a letter from Ms. Lloyd to PPL disputing her bill for the PPL account ending in number 61012 for the January 2023 billing period. PPL Exhibit 12.

15. Ms. Lloyd received an estimated PPL bill for the PPL account ending in number 61012 for the December 2022 billing period because PPL discovered that customer data was not transferring from PPL's command center to its meter data management system. Tr. 41-42.

16. Ms. Lloyd's December 2022 bill was calculated based on her usage for November 2022. Tr. 42.

17. PPL did not have any reading from the previous year, which would normally be used for an estimated bill. Tr. 42-43.

18. Ms. Lloyd's usage recorded for the November 2022 billing period was 867 kilowatt hours. Tr. 43; PPL Exhibit 1.

19. There were 29 days in the November 2022 billing period. Tr. 43; PPL Exhibit 1.

20. The average daily usage for the November 2022 billing period was 29.89 kilowatt hours. Tr. 43.

21. There were 34 days in the December 2022 billing period. Tr. 44; PPL Exhibit 1.

22. The estimated bill for the December 2022 billing period reflected the average daily usage for the November 2022 billing period times the number of days in the December 2022 billing period, equaling 1,1016 kilowatt hours. Tr. 43-44; PPL Exhibit 1.

23. The estimated bill for the December 2022 billing period was due to be paid by January 18, 2023 in the amount of \$143.34. Tr. 45-46; PPL Exhibit 1.

24. PPL has access to all the daily readings from Ms. Lloyd's electric meter for the December 2022 billing period. Tr. 50-54; PPL Exhibit 5.

25. Ms. Lloyd's actual usage for the December 2022 billing period was 2,107 kilowatt hours. Tr. 49; PPL Exhibit 5.

26. The bill for the January 2023 billing period reflected actual usage and was due to be paid by February 14, 2023. Tr. 48-49; PPL Exhibit 12.

27. The bill for the January 2023 billing period reflected 2,010 kilowatt hours of actual usage during the January 2023 billing period, as well as an additional 1,091 kilowatt hours of actual usage from the December 2022 billing period that was not previously billed. Tr. 50, 54.

28. The only PPL bill Ms. Lloyd disputes is the bill for \$414.39 for the account ending in number 61012 with a due date of February 14, 2023. Tr. 30-31; PPL Exhibit 12.

29. The service address was heated with electric heat. Tr. 27.

30. Ms. Lloyd keeps the temperature at her home 69 degrees year round. Tr. 16.

31. Ms. Lloyd stayed in the service address during the December 2022 and January 2023 billing periods. Tr. 18-19.

32. Ms. Lloyd was the only person living at the service address during the December 2022 and January 2023 billing periods. Tr. 18; PPL Exhibit 12.

DISCUSSION

Burden of Proof

Section 332(a) of the Pennsylvania 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, Ms. Lloyd filed a

Complaint against PPL alleging overbilling and seeking adjustment to her PPL bill. Ms. Lloyd, therefore, bears the burden of proof in this proceeding.

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *see also, Burluson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth 1982).

Any decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 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. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Dept. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Overbilling Complaint

In cases of alleged high billing, the Commission applies the *Waldron* rule, which provides that to establish a *prima facie* case of overbilling, a Complainant must show: (1) that the number of occupants in the household has not changed, (2) that the potential for energy utilization was low and (3) that complainant's billing history shows no prior abnormalities. Once the Complainant makes out a *prima facie* case, the burden of proof then shifts to the utility; however, the ultimate burden of persuasion always remains with the Complainant. *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980); *Repogle v. Pa. Elec. Co.*, 54 Pa.P.U.C. 528 (1980).

In *Milkie*, the Commonwealth Court of Pennsylvania further refined the *Waldron* rule by holding:

[w]hile the [Waldron] rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a prima facie case of overbilling by a utility company, we believe this view is too restrictive. Rather the controlling principle is that even where the utility can present evidence that it has tested the customer's meter and found it to be accurate, the customer may nonetheless prove his case by circumstantial evidence, which would support a finding that the metered usage exceeded the actual usage. Thus as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal direct proof that his meter had malfunctioned.

Milkie, 768 A.2d at 1219-1220 (citing *Burleson v. Pa. Pub. Util. Comm'n*, 461 A. 2d 1234, 1235 (Pa. 1983)). In *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011) (*Thomas*), the Commission explained:

consistent with our holding in *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010), the *Waldron* Rule allows a complainant to establish a prima facie case in a "high bill" Complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. In evaluating a "high bill" Complaint, the Commission may consider such evidence as "the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding."

Thomas, at 5 (citation omitted).

Ms. Lloyd disputes the PPL bill for \$414.39 for the January 2023 billing period. Tr. 30-31; PPL Exhibit 12. In her Complaint, she alleges that her PPL bill is typically \$130 to \$140. PPL records summarized her bills at the service address as follows:

Account Number ³	Billed	Days in bill	Total KWh Used	Avg. kWh/day	Electricity costs	Avg. Temperature
-61012	02/16/2023	23	1155	50	\$160.25	39
-61012	01/24/2023	32	3101	97	\$414.39	37
-61012	12/28/2022	34	1016	30	\$144.14	37
-61012	11/21/2022	29	867	30	\$125.20	52
-61012	10/21/2022	29	952	33	\$136.02	57
-61012	09/22/2022	30	775	26	\$112.76	74
-61012	08/23/2022	31	885	29	\$124.41	78
-61012	07/25/2022	30	712	24	\$103.14	77
-61012	06/23/2022	30	647	22	\$104.80	71
-61012	05/23/2022	31	646	21	\$99.39	61
-61012	04/22/2022	13	398	31	\$58.42	52

PPL Exhibit 4.

PPL presented the testimony of Alicia Watkinson, Customer Contact Center Supervisor for PPL. Ms. Watkinson testified that Ms. Lloyd received an estimated PPL bill for the December 2022 billing period because PPL discovered that customer data was not transferring from PPL’s command center to its meter data management system. Tr. 41-42. Ms. Watkinson explained that the estimated bill was based on an extrapolation of Ms. Lloyd’s usage during the November 2022 billing period. Tr. 42-46; PPL Exhibit 1. Accordingly, Ms. Lloyd received a bill for the December 2022 billing period for \$143.34, which reflected 1,016 kilowatt hours of use. *Id.*

However, Ms. Watkinson explained that PPL did have access to the daily readings for Ms. Lloyd’s electric meter for the December 2022 billing period, which were 2,107 kilowatt hours. Tr. 49-54; PPL Exhibit 5. Therefore, PPL asserts Ms. Lloyd was underbilled by 1,091 kilowatt hours for the December 2022 billing period, and this balance was added to the bill for the January 2023 billing period. Tr. 50, 54.

³ Only the last five digits of the account number have been provided in this ID.

While it may be arguable that Ms. Lloyd presented a *prima facie* case of overbilling by asserting her bill for the January 2023 billing period was abnormally high, I find that the evidence presented by PPL outweighs Ms. Lloyd's evidence and, accordingly, conclude that Ms. Lloyd has not proven her allegation of overbilling by a preponderance of the evidence. Although Ms. Lloyd disputes the bill for \$414.39 for January 2023 billing period, PPL witness Watkinson credibly testified that this bill included both the January 2023 billing period and the underbilled portion of the December 2022 billing period. Tr. 48-50, 54; PPL Exhibit 12. Therefore, the alleged overbilling for January 2023 can be justified in that it included an underbilled portion from the December 2022 billing period. Utilities are allowed to estimate the bill of a customer if extreme weather conditions, emergencies, equipment failure, work stoppages or other circumstances prevent actual meter reading. 52 Pa. Code § 56.12(3). Here, Ms. Watkinson testified that Ms. Lloyd received an estimated PPL bill for the December 2022 billing period because PPL discovered that customer data was not transferring from PPL's command center to its meter data management system. Tr. 41-42. Further, utilities are allowed to render a make-up bill for previously unbilled public utility service. 52 Pa. Code § 56.14.

Even if the underestimated portion of the December 2022 billing period were removed from the January 2023 billing period, I do not find that Ms. Lloyd proved by a preponderance of evidence that her bills were incorrect. Her actual usage for the December 2022 and January 2023 billing periods were comparable, i.e., 2,107 kilowatt hours and 2,010 kilowatt hours, respectively. Tr. 49-50; PPL Exhibit 5. Therefore, she would have been billed approximately \$280 for each billing period if she had originally been billed for actual usage only.⁴ Although this amount is notably higher than what she had previously been billed by PPL, I do not find that Ms. Lloyd presented evidence indicating the actual usage for the December 2022 or January 2023 billing periods were incorrect. Ms. Lloyd testified the service address is heated with electric heat and she keeps her temperature at 69 degrees year round. Tr. 16, 27. Both the December 2022 and January 2023 billing periods were during the coldest months on average. PPL Exhibit 4. Therefore, it is plausible that Ms. Lloyd's bills were higher during both billing period simply because it was colder. It is also notable that both billing periods were the longest billing periods for Ms. Lloyd's PPL account at the service address. PPL Exhibit 4. Ms. Lloyd also

⁴ $(\$144.14 + \$414.39) / 2 = \$279.27$. The record evidence does not include calculations to precisely calculate what the bills would have been had they been rendered for actual usage only for each billing period.

indicated she stayed in the service address during the billing periods. Tr. 18-19. It is also not possible to compare Ms. Lloyd's December 2022 and January 2023 usage to previous years because her PPL account at the service address only existed from April 9, 2022 to February 15, 2023.

During the hearing, Ms. Lloyd also asserted PPL failed to test her meter when she asked them to test it. Tr. 20. However, PPL witness Watkinson credibly testified that PPL never received a request from Ms. Lloyd to test her meter. Tr. 73. Ms. Lloyd also asserted PPL failed to give her copies of her bill when she asked for them. Tr. 20. PPL witness Watkinson explained that PPL does not retain hard copies of bills once an account is finalized but retains account statements like PPL Exhibit 1. Tr. 60. Ms. Lloyd also questioned why PPL sent her a letter saying the balance of her account at the service address was only \$2.77. Tr. 60-61; Lloyd Exhibit 7. PPL witness Watkinson explained that that letter was sent to Ms. Lloyd because she had contacted PPL to start service at the service address but that during the same conversation she stated she did not want service at the service address. Tr. 76. The letter also reflects the PPL account ending in 91057, not the account ending in 61012 for the service address. Lloyd Exhibit 7.

Given the record evidence, I cannot conclude that Ms. Lloyd has proven by a preponderance of the evidence that the alleged high bill for the January 2023 billing period was the result of an error by PPL. Accordingly, I find that Ms. Lloyd has failed to carry her burden of proof to show that her PPL bills were excessive or otherwise not accurate as rendered.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding. 66 Pa.C.S. § 701.
2. 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. In cases of alleged high billing, to establish a prima facie case of overbilling, a complainant, must show: (1) that the number of occupants in the household has not changed, (2) that the potential for energy utilization was low and (3) that complainant's billing history shows no prior abnormalities. Once the complainant makes out a prima facie case, the burden of proof then shifts to the utility; however, the ultimate burden of persuasion always remains with the complainant. *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980); *Repogle v. Pa. Elec. Co.*, 54 Pa.P.U.C. 528 (1980).

5. The *Waldron* Rule allows a complainant to establish a prima facie case in a "high bill" Complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011).

6. Utilities are allowed to estimate the bill of a customer if extreme weather conditions, emergencies, equipment failure, work stoppages or other circumstances prevent actual meter reading. 52 Pa. Code § 56.12(3).

7. Utilities are allowed to render a make-up bill for previously unbilled public utility service. 52 Pa. Code § 56.14.

8. Ms. Lloyd has failed to satisfy her burden of proof in this proceeding to demonstrate that her PPL bills were not accurate or that PPL violated the Public Utility Code, a Commission Order or Regulation or a Commission-approved tariff with regard to the bills rendered by it. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Susan Lloyd at Susan Lloyd v. PPL Electric Utilities Corporation, Docket Number F-2022-3041339 is dismissed.
2. That the Secretary's Bureau shall mark this case as closed.

Dated: November 28, 2023

/s/
John M. Coogan
Administrative Law Judge