

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Russ Unangst	:	
	:	
v.	:	F-2023-3040724
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Emily I. DeVoe
Administrative Law Judge

INTRODUCTION

This decision dismisses the Formal Complaint filed by Russ Unangst against PPL Electric Utilities Corporation due to Complainant’s failure to meet his burden of proof that he is entitled to a payment arrangement and that the utility violated a Commission rule, regulation, or order.

HISTORY OF THE PROCEEDINGS

On May 8, 2023, Russ Unangst (Complainant or Mr. Unangst) filed a Formal Complaint (Complaint) against PPL Electric Utilities Corporation (PPL, Company, or Respondent),¹ averring the Company was threatening to shut off his service or had already done so, requesting a payment arrangement (PAR) for service to his residence at 8743 Little John Drive, Kunkletown, PA, (service location), alleging there were incorrect charges on his bill, and

¹ The Complaint is a timely appeal from a Bureau of Consumer Services (BCS) determination at BCS No. 3882822, which dismissed Complainant’s informal complaint. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

averring he was experiencing reliability, safety, or quality problems with his service. Regarding the incorrect charges on his bill, Complainant alleged his billed usage was double his normal usage, and that after making a payment of \$1,300, his next bill showed an amount due of \$1,500. Regarding the alleged reliability, safety, or quality problems, Complainant averred he upgraded his service from 100 amps to 200 amps three and a half years ago, and PPL was supposed to upgrade their equipment at that time, but failed to do so. He explained that after he lost heat, PPL replaced some wires and the issue resolved. He also alleged PPL has “misled” him regarding payment plans and accessed his cell phone and recorded calls without his permission. As relief, Complainant requests PPL remove all charges from his bill and either pay him for his time or provide him with free power. He requests PPL be fined for illegal wiretapping.

On June 6, 2023, PPL filed an Answer. In its Answer, PPL denied there were incorrect charges on Complainant’s bills and denied it provided unreasonable service. It explained that, as of the date of the Answer, Complainant’s account balance was \$1,255.61. PPL further explained Complainant successfully enrolled in OnTrack, PPL’s customer assistance program, on May 23, 2023. PPL further explained Complainant received some estimated bills in December 2022 and early 2023 due to customer meter data not transferring from the Company’s meter data management system (MDMS) to its customer service system (CSS) for many customers, including Complainant, but explained all estimated bills were eventually trued-up and the problem was subsequently fixed. Further, PPL averred Complainant’s usage has remained consistent with his historic usage at the service location. PPL admitted it upgraded equipment, but denied Complainant was without heat or experienced service issues as a result. Finally, PPL denied accessing Complainant’s cell phone and averred its recording of his phone calls is consistent with applicable laws.

This matter was initially assigned to the Mediation Unit of the Office of Administrative Law Judge (OALJ) but was eventually reassigned to me by Hearing Notice dated June 14, 2023, which scheduled a hearing for August 22, 2023.

On June 15, 2023, I issued a Prehearing Order.

On August 21, 2023, Complainant contacted the OALJ's Harrisburg office and requested the hearing be continued. The Company had no objection, and I granted the request.

On August 22, 2023, the Commission issued a Notice, rescheduling the hearing to September 13, 2023.

The hearing convened as scheduled on September 13, 2023. Complainant appeared and represented himself. The Company was represented by Megan Rulli, Esq. During the hearing on September 13, 2023, Mr. Unangst testified and presented the testimony of his caregiver, Elizabeth Grace. During the hearing, Complainant expressed his intent to submit proposed exhibits. After discussion with the parties, I scheduled a second day of hearing for October 19, 2023, and set a deadline for Mr. Unangst to submit his proposed exhibits.

The second day of hearing convened on October 19, 2023, as scheduled. Complainant provided additional testimony and Complainant's exhibits C-1 through C-5 were admitted into the record. PPL offered the testimony of Holly Hankerson, Senior Customer Service Representative, and Kevin George, Customer Contact Representative. PPL's exhibits 1, 11-12, 14-15, and 17-23 were admitted into the record. A third day of testimony was scheduled for November 21, 2023.

The third day of hearing convened on November 21, 2023, as scheduled. PPL presented the testimony of Alicia Watkinson, Customer Contact Center Supervisor, and Michael Toth, a Senior Engineer with the Reliability Group. PPL exhibits 1-5, 9-10, and 16 were admitted into the record.

The transcripts were filed on October 4, 2023, November 14, 2023, and December 12, 2023.

On December 13, 2023, I issued an Interim Order closing the evidentiary record.

This matter is now ripe for adjudication.

FINDINGS OF FACT

1. Complainant is Russ Unangst.
2. The Respondent, PPL Electric Utilities Corporation, is a jurisdictional public utility.
3. Complainant resides at 8743 Little John Drive, Kunkletown, PA. Tr. 19.
4. In approximately 2019, Complainant purchased the property at the service location. Tr. 10-11, 20.
5. On August 17, 2019, an electric service account in Complainant's name was established at the service location. Tr. 187.
6. At the time Complainant purchased the property, it did not have a heating system. Tr. 11.
7. Complainant upgraded the property's electric system from 100-amp service to 200-amp service and installed a heating system. Tr. 11.
8. Complainant resides alone, but Ms. Grace, his caretaker, occasionally stays with him. Tr. 20.
9. Complainant's monthly income is \$1,180 per month from Social Security. Tr. 98.
10. Complainant uses portable heaters, as well as baseboard heaters to heat his home. PPL Ex. 2.

11. Complainant's usage has remained relatively consistent from 2019 through 2023, when comparing each month to the same month in prior years. PPL Ex. 4.

Complainant's Account and Payment History

12. Complainant does not consistently pay his electric bill in full. Tr. 105; Ex PPL 14.

13. As of the date of the hearing on October 19, 2023, the amount due on Complainant's account was \$1,203.65, with \$1,148.06 of that amount past due. Tr. 105; Ex. PPL 14.

14. On November 22, 2022, PPL issued a termination notice to Complainant due to non-payment of a past due amount of \$563.64, with a termination date of December 7, 2022. Tr. 108-111; PPL Exs. 12, 15.

15. Complainant contacted the Company after receiving the November 22, 2022 termination notice and set up a payment plan (PAR 1) and PPL cancelled the termination notice. Tr. 111-112; PPL Ex. 15.

16. The terms of the payment plan were an initial payment of \$256 due December 9, 2022, and then current bill plus \$23 going forward. Tr. 112; PPL Ex. 11.

17. Mr. Unangst defaulted on PAR 1. Tr. 121; PPL Ex. 11.

18. On November 30, 2022, Mr. Unangst was referred to OnTrack, PPL's customer assistance program. Tr. 112-113; PPL Ex. 15.

19. Mr. Unangst submitted an application to OnTrack as a result of the November 30, 2022, referral. Tr. 113; PPL Ex. 15.

20. On December 21, 2022, PPL generated an estimated bill for Complainant's usage. Tr. 188-189; PPL Ex. 1.

21. Complainant received an estimated bill in December 2022 because PPL's customer meter data was being collected at the command center but was failing to transfer to the meter data management system, which takes the data and generates customer bills. Tr. 188.

22. Because PPL's system was failing to properly generate bills based on actual usage, it created bills based on estimated usage. Tr. 188.

23. The December 2022 bill was estimated using the average daily usage from December 2021, multiplied by the number of days in the billing period. Tr. 188.

24. In December 2021, Complainant's average daily usage was 70.56 kilowatt hours. Tr. 189.

25. The December 2022 estimated bill was for a 34-day period, so the total estimated bill was for a total usage of 2,399 kilowatt hours. Tr. 189

26. The December 2022 estimated bill was for \$450.45, based on the estimated usage of 2,399.45 kilowatt hours, plus an additional \$796.71 balance carried forward. Tr. 189.

27. Complainant's actual usage for the December billing period was 2,564 kilowatt hours. Tr. 189.

28. Complainant's estimated usage was 165 kilowatt hours less than his actual usage; Complainant was underbilled by 165 kilowatt hours. Tr. 190.

29. Mr. Unangst's OnTrack application was rejected on December 28, 2022, due to his failure to provide income information. Tr. 113; PPL Ex. 15.

30. The 165 kilowatts Complainant was underbilled was added to Complainant's January 2023 bill, thus reconciling Complainant's account. Tr. 190-191.

31. PPL has made changes to the way files are transferred between systems to prevent the error that resulted in estimated bills being sent to customers in December 2022. Tr. 201-202.

32. In February 2023, Complainant contacted PPL regarding his account. Tr. 121-123.

33. PPL agreed to reinstate a payment agreement on Complainant's account, with an initial payment of \$549 due February 23, 2023, then current bill plus \$23 going forward (PAR 2). Tr. 122; PPL Ex. 11.

34. On March 3, 2023, at Mr. Unangst's request, PPL replaced his meter. Tr. 194.

35. On March 24, 2023, PPL generated an estimated bill (March 2023 bill) for Complainant, for total estimated usage of 2,639 kilowatts. Tr. 194.

36. The March 2023 bill was based on estimated usage because the new meter installed at the service location had not been put on file within PPL's billing system. Tr. 194.

37. On March 31, 2023, PPL received a request for a medical certificate. Tr. 118-119; PPL Ex. 15.

38. When PPL received the request for the medical certificate, it sent paperwork to Complainant's doctor for the doctor to complete. Tr. 119.

39. On April 3, 2023, PPL received the completed paperwork from Complainant's doctor and placed a thirty day hold on Complainant's account. Tr. 119; PPL Ex. 15.

40. The hold on Complainant's account meant that it was not subject to termination or collection activities. Tr. 119.

41. On April 14, 2023, PPL cancelled the March 2023 bill and reissued a bill based on actual usage from the new meter. Tr. 194.

42. The reissued bill was for 2,320 kilowatt hours, in the amount of \$1,338.15, which consisted of \$459.57 for usage and \$878.58 carried forward from previously billed service. Tr. 195.

43. Complainant did not make any payments on the March 2023 bill before it was cancelled and reissued. Tr. 194-195.

44. On April 17, 2023, Complainant submitted a second OnTrack application by phone with a representative of TREHAB, an agency that has partnered with PPL to assist customers in submitting OnTrack applications to PPL. Tr. 114, 142; PPL Ex. 15.

45. On May 23, 2023, Complainant's OnTrack application was approved, and he was enrolled as an OnTrack customer. Tr. 114; PPL Ex. 15.

46. Mr. Unangst's OnTrack application could not have been approved unless he provided information verifying his financial information. Tr. 144.

47. PAR 2 was cancelled due to Mr. Unangst's enrollment in OnTrack. Tr. 122.

48. Complainant's current OnTrack monthly payment is \$71. Tr. 117.

49. As of the date of the hearing, Complainant is enrolled in OnTrack. Tr. 134.

50. Between May 2023 and July 2023, Complainant was charged \$7 per month for his participation in the OnTrack program. Tr. 137-138.

51. There is currently no fee charged to Mr. Unangst for his participation in the OnTrack program. Tr. 131.

52. As long as Complainant continues making his monthly OnTrack payments, the Company will forgive a portion of the bill each month. Tr. 118.

53. Complainant's enrollment in OnTrack is preferable to a Company-issued PAR, because the monthly payments are lower, and he receives debt forgiveness each time a payment is made. Tr. 122.

54. PPL has referred Mr. Unangst to other low-income customer programs, specifically the Low-Income Heating Assistance Program (LIHEAP), which is funded through the Pennsylvania Department of Human Services, and Operation Help, which is funded by PPL, its employees, and its customers. Tr. 118; PPL Ex. 15.

Complainant's OnTrack Rate Check

55. An OnTrack rate check is a process wherein PPL contacts a customer who has submitted an OnTrack application to verify the primary heat in the home. Tr. 151.

56. OnTrack rate checks are performed by conducting a virtual visit of or virtual walkthrough of a customer's home. Tr. 151.

57. Customers with electric heat receive more funding from the OnTrack program than customers with other sources of heat. Tr. 152.

58. Mr. Kevin George is a Customer Contact Representative for PPL, and one of his responsibilities is to perform OnTrack rate checks for PPL customers. Tr. 150-151.

59. Mr. George performs OnTrack rate checks by using video calls through applications like FaceTime or Google Meet. Tr. 152.

60. Mr. George does not access a customer's cell phone to use FaceTime or Google Meet. Tr. 153.

61. On March 20, 2023, Mr. George contacted Mr. Unangst to perform an OnTrack rate check. Tr. 153; PPL Ex. 17.

62. Mr. George attempted to call Complainant through Google Meet but got a notification that Complainant did not have the Google Meet app installed on his phone. Tr. 156.

63. Mr. George may have sent Mr. Unangst an invitation to install Google Meet on his phone. Tr. 156.

64. Mr. George made at least three more calls to Mr. Unangst to perform the OnTrack rate check. Tr. 157.

65. Mr. George eventually text messaged Mr. Unangst on March 24, 2023, requesting that Mr. Unangst send pictures of each room's heat and the meter on his home. Tr. 158.

66. Complainant submitted pictures to Mr. George as requested. Tr. 158.

67. Complainant has baseboard electric heat in his residence. Tr. 158; PPL Exs. 19-23.

68. Upon receiving the pictures of Complainant's heating system, Mr. George had Complainant's revenue class changed to residential electrically heated home, which provides Complainant a financial benefit. Tr. 158.

Complainant's Request to Not be Recorded During Calls with PPL's Customer Service

69. PPL's general practice is to record calls when customers call into the customer service center for the purposes of training and quality assurance. Tr. 184-185.

70. PPL retains recordings of calls for six months. Tr. 185.

71. If a customer calls into the customer service center and requests that the call not be recorded, the PPL representative will cease the recording. Tr. 185.

72. No one from PPL has ever tapped Complainant's phone, accessed his phone or the data stored in his phone. Tr. 185.

73. PPL has flagged Mr. Unangst's account in its system, so representatives know that calls to him are not to be recorded. Tr. 185-186.

Complainant's Low Voltage Concerns

74. In January 2021, Complainant first complained of low voltage at the service location. PPL Ex. 15.

75. PPL sent a crew to investigate the concern over low voltage but did not find any issues with service to the service location. Tr. 221-222.

76. Complainant did not complain about low voltage again until February 4, 2023. Tr. 221-222; PPL Ex. 15.

77. PPL continued to send crews to investigate Complainant's concerns but did not find anything wrong. Tr. 221-222.

78. In June 2021, PPL replaced a pole and transformer to address Complainant's service concerns. Tr. 221; PPL Ex. 9.

79. PPL replaced the pole and transformer not because it had found anything wrong, but because it wanted to appease Complainant. Tr. 222.

80. The new pole is taller than the previous pole because it is an upgraded, storm hardening class III pole, which means it is a more robust pole than what was there previously. Tr. 238.

81. The wires of the service drop are attached to the pole by grit, so the wires may not be exactly as they were on the previous pole, but this would not affect service to the service location. Tr. 240.

82. PPL crews did not see any issues with the service drop at the time they installed the new pole. Tr. 240.

83. Complainant continued to call PPL expressing concerns regarding service to the service location. Tr. 222.

84. In March 2023, PPL replaced the service drop, which runs from the transformer to the customer's point of attachment on the house, and also installed a new meter. Tr. 222.

85. PPL replaced the service drop and installed a new meter not because it had found anything wrong, but because it wanted to appease Complainant. Tr. 222.

86. On April 12, 2023, Complainant contacted PPL again to express concerns about low voltage at the service location. PPL Ex. 15.

87. On April 17, 2023, as a result of Complainant's concerns over low voltage service at the service location, PPL installed a recording volt meter at the service location. Tr. 217-218.

88. The recording volt meter was returned to PPL for testing and PPL determined he had nominal voltage at the service location. Tr. 217-218; PPL Ex. 15.

89. Complainant's concerns regarding low voltage at the service location were related to his belief that his usage and bills were too high. PPL Ex. 15.

90. If a customer were to receive low voltage, the customer would not experience high usage or high bills. Tr. 223.

91. If a customer were to receive low voltage, or voltage lower than 90% of the rated voltage, PPL would get a meter alarm which would send a flag in PPL's system. Tr. 223.

92. PPL never received a meter alarm for the service location. Tr. 223.

93. No other customers served by the transformer that serves the service location have reported low voltage concerns to PPL. Tr. 224.

Outages at the Service Location

94. A momentary outage is a temporary loss of power, typically five to ten seconds, due to the operation of a circuit breaker, a recloser, or a trip saver activating on the line. Tr. 226.

95. A recloser is either a single or three phase device on a circuit feeder that, if it senses a fault downstream, it temporarily opens the circuit in an attempt to clear the fault. After five to ten seconds, the recloser will reclose and apply power again. If it sees the fault again, it will open back up, repeating the sequence four times until it either locks out or the fault is removed from the line. Tr. 226.

96. A trip saver is similar to a recloser except it is on a single phase and is not a telemetric device, which means PPL cannot pull data directly from it. Tr. 227.

97. A circuit breaker is like a recloser, but it is three phase and located at a substation. Tr. 227.

98. A non-momentary or extended outage is a no light order or a permanent outage. Tr. 227.

99. A fault is when reclosers or trip savers register abnormal current readings. Tr. 228.

100. A fault may be caused by animals contacting the line, trees contacting the line, or vehicle accidents. Tr. 228.

101. Since October 31, 2019, Complainant has experienced about thirty outages. Tr. 229.

102. Of the approximately thirty outages, all but seven were momentary outages lasting less than a minute. PPL Ex. 16.

103. These momentary outages indicate the redundant protective systems on the distribution line serving Complainant are working properly. Tr. 234.

104. On November 18, 2019, Complainant experienced an outage lasting six minutes and was categorized as due to equipment failure, with the weather type listed as wind. Tr. 229; PPL Ex. 16.

105. On February 25, 2021, Complainant experienced an outage of 125 minutes due to a vehicle crash. PPL Ex. 16.

106. On March 28, 2021, Complainant experienced an outage of 513 minutes due to trees outside of PPL's right-of-way, with the weather type listed as wind. PPL Ex. 16.

107. On June 14, 2021, Complainant experienced an outage of 73 minutes due to a scheduled outage so PPL could replace the pole and transformer at the service location. Tr. 231-232; PPL Ex. 16.

108. On June 18, 2022, Complainant experienced an outage of 358 minutes due to trees outside PPL's right of way, with weather type listed as wind. Tr. 231-232; PPL Ex. 16.

109. On December 18, 2022, Complainant experienced an outage of 637 minutes due to a vehicle crash. PPL Ex. 16.

110. On June 21, 2023, Complainant experienced an outage of 6 minutes due to trees outside of PPL's right-of-way, with weather type listed as wind. Tr. 231-232; PPL Ex. 16.

111. The service location is located in a very rural area, is heavily wooded, and tends to be hit hard by storms. Tr. 233.

DISCUSSION

In his Formal Complaint, Complainant (1) requested a PAR, and alleged PPL (2) attempted to terminate service after he submitted a medical certificate, (3) included incorrect charges on his bills, (4) failed to address service issues at the service location, (5) misled him regarding payment plans, and (6) recorded his calls and accessed his cell phone without his permission. As the party seeking affirmative relief from the Commission, Complainant bears the burden of proof. 66 Pa.C.S. § 332(a).

To satisfy this burden, Complainant must show that the named utility 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). This must be shown by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990); *Se-Ling Hosiery v. Marquies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 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 Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984). Assertions, personal opinions or perceptions do not constitute evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

Section 1501 of the Public Utility Code requires that all utilities must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons and the public. 66 Pa.C.S. § 1501. If the Commission concludes that the service or facilities of a

public utility are unreasonable, unsafe, or inadequate, the Commission may prescribe, by regulation or order, the reasonable, safe and adequate service or facilities that a public utility must furnish or employ. 66 Pa.C.S. § 1505.

The Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 of the Public Utility Code unless it finds that a utility has violated a duty to render reasonable and reliable service. *W. Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947 (Pa. Cmwlth. 1984).

Further, the Commission has stated that a utility is not mandated to furnish perfect service:

[Section 1501] does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.

Re Metro. Edison Co., 80 Pa.P.U.C. 663, 672 (1993).

The requirement to render reasonable service applies to all aspects of a utility's service to customers. A utility's response to and investigation of customer complaints also must be reasonable and adequate. *Thurby v. W. Penn Power Co.*, Docket No. C-2011-2254048 (Order entered Apr. 4, 2013).

Whether PPL attempted to Terminate Complainant's Service After He Submitted a Medical Certificate

The record contains evidence of Complainant submitting only one medical certificate – on April 3, 2023. While PPL admits it sent a termination notice to Complainant on November 22, 2022, there is no evidence in the record to support Mr. Unangst's contention that he was served a termination notice *after* he submitted the medical certificate on April 3, 2023. Rather, the evidence shows that a thirty-day hold was placed on his account and all collection

efforts ceased. There is no evidence PPL violated any Commission rule, regulation or order or acted unreasonably regarding its collection efforts. Therefore, this claim must be dismissed.

Whether PPL Failed to Address Complainant's Concerns Regarding Service at the Service Location

Low Voltage Claims

In January 2021, Complainant first complained of low voltage at the service location. PPL Ex. 15. PPL sent a crew to investigate the concern over low voltage but did not find any issues with service to the service location. Tr. 221-222.

Complainant continued to express concerns about low voltage at the service location. In June 2021, PPL replaced a pole and transformer to address Complainant's service concerns, not because it had found anything wrong, but because it wanted to appease Complainant. Tr. 221-222; PPL Ex. 9. While Mr. Unangst questioned Mr. Toth whether the increased height of the new pole could negatively impact his service, Mr. Toth explained that it would not. Tr. 240.

Complainant continued to call PPL expressing concerns regarding service to the service location, so in March 2023, PPL replaced the service drop, which runs from the transformer to the customer's point of attachment on the house, and also installed a new meter, not because it had found anything wrong, but because it wanted to appease Mr. Unangst. Tr. 222.

Complainant continued to call PPL expressing concerns regarding service to the service location, so in April 2023, PPL installed a recording volt meter at the service location. Tr. 217-218. PPL determined he had nominal voltage at the service location. Tr. 217-218; PPL Ex. 15.

Complainant's concerns regarding low voltage at the service location were related to his belief that his usage and bills were too high. PPL Ex. 15. PPL witness Mr. Toth testified,

however, that if a customer were to receive low voltage, the customer would not experience high usage or high bills, but in fact the opposite. Tr. 223. Mr. Toth further explained that if a customer were to receive low voltage, or voltage lower than 90% of the rated voltage, PPL would get a meter alarm which would send a flag in PPL's system, and PPL never received a meter alarm for the service location. Tr. 223. Finally, Mr. Toth noted that no other customers served by the transformer that serves the service location have reported low voltage concerns to PPL. Tr. 224.

Regarding Mr. Unangst's concerns of low voltage at his home, PPL presented evidence it responded to his concerns not only reasonably, but that it went above and beyond, replacing multiple pieces of functional equipment in an attempt to appease Mr. Unangst.

Service Outage Claims

PPL presented evidence regarding outages at the service location. Since October 31, 2019, Complainant has experienced about thirty outages. Tr. 229. Of the approximately thirty outages, all but seven were momentary outages lasting less than a minute. PPL Ex. 16. These momentary outages indicate the redundant protective systems on the distribution line serving Complainant are working properly. Tr. 234.

Regarding the seven longer outages, two (on February 25, 2021 and December 18, 2022) were caused by vehicle crashes. PPL Ex. 16. Four (on November 18, 2019, March 28, 2021, June 18, 2022, and June 21, 2023) were due to wind and off right-of-way trees. Tr. 231-232, 229; PPL Ex. 16. The seventh outage (June 14, 2021) was due to PPL replacing the pole and transformer at the service location. Tr. 231-232; PPL Ex. 16.

The service location is located in a very rural area, is heavily wooded, and tends to be hit hard by storms. Tr. 233. As mentioned above, a utility is not mandated to furnish perfect service nor the best possible service. *Re Metro. Edison Co.*, 80 Pa.P.U.C. 663, 672 (1993). There is no evidence that PPL acted unreasonably in any way regarding the outages at the service location. Therefore, this claim must be dismissed.

Whether Complainant Had Incorrect Charges on His Bill

Complainant argues his bills are too high. As discussed above, PPL addressed his concerns by replacing the pole, transformer, service drop, and meter at the service location, despite not finding any issues with any of this equipment. Complainant uses portable heaters and baseboard heaters to heat his home. His usage is generally the same every year since service was established in 2019. PPL Ex. 4. His usage is higher in winter months. PPL Ex. 4.

Consider Complainant's usage summarized and presented here. The data in the table is discussed below.

Bill Date	Days in Bill	Total kW Used	Average kW/day	Avg. Temperature
5/19/2023	29	742	26	56
5/20/2022	29	856	30	57
5/27/2021	33	953	29	60
5/20/2020	29	1294	45	55
6/20/2023	32	406	13	65
6/21/2022	32	433	14	68
6/23/2021	28	470	17	68
6/19/2020	30	460	15	68
7/20/2023	30	220	7	74
7/21/2022	30	256	9	74
7/23/2021	30	281	9	74
7/21/2020	32	399	12	76

For the bill on May 19, 2023, after all the work was completed at the service location, Complainant's usage was 742 kilowatts, for an average of 26 kilowatts per day, with an average temperature of 56 degrees. PPL Ex. 4. For the bill on May 20, 2022, Complainant's usage was 856 kilowatts, for an average of 30 kilowatts per day, with an average temperature of 57 degrees. For the bill on May 27, 2021, Complainant's usage was 953 kilowatts, for an average of 29 kilowatts per day, with an average temperature of 60 degrees. On May 20, 2020, Complainant's usage was 1294 kilowatts, for an average of 45 kilowatts per day, with an average temperature of 55 degrees. PPL Ex. 4.

For the bill on June 20, 2023, Complainant's usage was 406 kilowatts, for an average of 13 kilowatts per day, with an average temperature of 65 degrees. PPL Ex. 4. For the bill on June 21, 2022, Complainant's usage was 433 kilowatts, for an average of 14 kilowatts per day, with an average temperature of 68 degrees. For the bill on June 23, 2021, Complainant's usage was 470 kilowatts, for an average of 17 kilowatts per day, with an average temperature of 68 degrees. For the bill on June 19, 2020, Complainant's usage was 460 kilowatts, for an average of 15 kilowatts per day, with an average temperature of 68 degrees. PPL Ex. 4.

For the bill on July 20, 2023, Complainant's usage was 220 kilowatts, for an average of 7 kilowatts per day, with an average temperature of 74 degrees. PPL Ex. 4. For the bill on July 21, 2022, Complainant's usage was 256 kilowatts, for an average of 9 kilowatts per day, with an average temperature of 74 degrees. For the bill on July 23, 2021, Complainant's usage was 281 kilowatts, for an average of 9 kilowatts per day, with an average temperature of 74 degrees. For the bill on July 21, 2020, Complainant's usage was 399 kilowatts, for an average of 12 kilowatts per day, with an average temperature of 76 degrees. PPL Ex. 4.

Mr. Unangst claimed in his Complaint that his usage was twice what it had been/should have been. The records from PPL show that Mr. Unangst's usage was relatively consistent over the years, when comparing each month to the same month in prior years. Further, the fact the usage for the months occurring *after* PPL replaced the pole, transformer, service drop, and meter, namely May 2023, June 2023, and July 2023, show that Mr. Unangst's usage was unaffected by all of PPL's equipment replacements.

Mr. Unangst failed to present evidence to support his claim that his bills included incorrect charges, and this claim must be dismissed.

Whether PPL Misled Complainant Regarding Payment Plans

Complainant expressed confusion several times during the hearing regarding his enrollment in OnTrack, and PPL's relationship with TREHAB, an agency that has partnered with

PPL to assist customers in submitting OnTrack applications to PPL. Tr. 114, 142; PPL Ex. 15. He also claimed he was referred to “Operation Yellow Hat” and “Operation Hard Hat.” Tr. 36, 50, 67, 66. Furthermore, while Complainant admitted he submitted the information required to enroll in OnTrack, he claimed he never consented to be placed on it. Tr. 68.

PPL’s witnesses explained to Complainant PPL’s relationship with TREHAB but were unable to identify the other organizations to whom he claimed to have been referred.

While Complainant’s enrollment in OnTrack is not a “payment plan” *per se*, PPL representatives testified that Complainant, with the assistance of TREHAB, submitted a complete OnTrack application on April 17, 2023. Tr. 114, 142; PPL Ex. 15. Complainant remained enrolled in OnTrack as of the date of the hearing.

Between May 2023 and July 2023, Complainant was charged \$7 per month for his participation in the OnTrack program. Tr. 137-138. Complainant claimed he was not aware of the charge at the time he submitted his application. Because Complainant’s OnTrack application was submitted through TREHAB, PPL’s witnesses were unable to provide testimony regarding whether Complainant was made aware of the \$7 per month charge. Regardless, there is currently no fee charged to Mr. Unangst for his participation in the OnTrack program. Tr. 131.

The record does not show that PPL misled Complainant or acted unreasonably in assisting Complainant regarding any payment plans or programs. Therefore, this claim must be dismissed.

Whether PPL Recorded Complainant’s Calls or Accessed His Cell Phone Without His Permission

Claims of Improperly Recording Complainant’s Calls

Complainant claimed that PPL has recorded his calls without his consent. PPL’s general practice is to record calls when customers call into the customer service center for the

purposes of training and quality assurance. Tr. 184-185. Mr. Unangst has made it known multiple times to PPL representatives that he does not want to be recorded when he speaks to customer service representatives. PPL has flagged Mr. Unangst's account in its system so representatives know that calls to him are not to be recorded. Tr. 185-186.

PPL has reasonably addressed Mr. Unangst's concern, and there is no evidence in the record to show PPL acted unreasonably in responding to it. Therefore, this claim must be dismissed.

Claims of Illegally Accessing Complainant's Cell Phone

Regarding Complainant's claim that PPL accessed his cell phone without his permission, it appears this is in relation to PPL's attempts to conduct an OnTrack rate check. An OnTrack rate check is a process wherein PPL contacts a customer who has submitted an OnTrack application to verify the primary heat in the home. Tr. 151. Customers with electric heat receive more funding from the OnTrack program than customers with other sources of heat. Tr. 152.

PPL witness Mr. George testified that OnTrack rate checks are performed by conducting a virtual visit of or virtual walkthrough of a customer's home, and he regularly uses applications like FaceTime or Google Meet that allow for video calls. Tr. 151-152. Mr. George attempted to use Google Meet to perform an OnTrack rate check for Complainant, but Complainant did not have the app installed on his phone. Tr. 156. While Mr. George may have sent Mr. Unangst an invitation to install Google Meet on his phone, he did not remotely access Complainant's cellphone. Tr. 153, 156. Rather, when Mr. Unangst did not install Google Meet, Mr. George completed the rate check by text messages and pictures. Tr. 158. I note that, had Mr. George actually remotely accessed Mr. Unangst's cell phone to install Google Meet, there would have been no reason for the rate check to be performed by text message.

Upon receiving the pictures of Complainant's heating system, Mr. George had Complainant's revenue class changed to residential electrically heated home, which provided

Complainant a financial benefit. Tr. 158. As such, it turned out to be in Mr. Unangst's best interest that Mr. George was able to complete the rate check.

There is no evidence that PPL accessed Mr. Unangst's phone. Therefore, this claim must be dismissed.

Whether Complainant is Entitled to a Payment Arrangement

Complainant seeks a payment arrangement from the Commission. Therefore, Chapter 14 of the Code, the Responsible Utility Customer Protection Act (Act), 66 Pa.C.S. §§ 1401–1419, applies to this proceeding. Section 1405 of the statute provides in pertinent parts as follows:

§ 1405. Payment arrangements.

(a) General rule.—The commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants, and customers. The commission is authorized to establish payment arrangements between a public utility, customers and applicants within the limits established by this chapter.

.....

(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.

66 Pa.C.S. § 1405(a), (c).

Complainant is currently enrolled in PPL's customer assistance program, OnTrack. He is paying \$71 per month and receives debt forgiveness each time a payment is made. Tr. 117, 122. Complainant's enrollment in OnTrack makes him ineligible for a Commission-awarded PAR. *However*, if Complainant wanted to be placed on a PAR, he would first need to be removed from OnTrack. Complainant's income is \$1,180 per month, which equates to \$14,160 per year. He resides alone. Tr. 20. This income for a one-person household

is less than 150% of the federal poverty income guidelines.² This would entitle him to a level 1, or 60-month PAR. *See* 66 Pa. C.S. § 1405(b)(1).

As of the date of the hearing on October 19, 2023, the amount due on Complainant's account was \$1,203.65. Tr. 105; Ex. PPL 14. Using the account balance as of October 19, 2023, which is certainly not accurate since it has been several months since October 2023, Complainant would owe for current bill, which over the past year averages³ \$238.14, plus he would owe 1/60 of his past due amount, or approximately \$20.

Complainant's \$70 per month OnTrack payment is *significantly less* than what he would pay if he were to be removed from OnTrack and awarded a Commission PAR – \$70 per month versus \$258.14 per month.

Complainant's enrollment in OnTrack makes him ineligible for a Commission PAR, but even if it did not, his OnTrack payment is much less than what his monthly payment would be under a Commission PAR. **It is in Complainant's best financial interest to continue his enrollment in OnTrack and make his OnTrack payments in full and on time.** As such, this claim, like all other claims made in Complainant's Complaint, must be dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.

² *See* Federal poverty guidelines, 89 Fed. Reg. 2961 (Jan. 17, 2024); <https://aspe.hhs.gov/sites/default/files/documents/7240229f28375f54435c5b83a3764cd1/detailed-guidelines-2024.pdf>

³ Complainant's bill on September 20, 2022, was \$48.80; his bill on October 19, 2022, was \$183.98; his bill on November 17, 2022, was \$226.03; his bill on December 22, 2022, was \$450.45; his bill on January 20, 2023, was \$497.50; his bill on February 17, 2023 was \$433.92; his bill on April 14, 2023 was \$459.57; his bill on April 20, 2023, was \$260.05; his bill on May 19, 2023, was \$157.41; his bill on June 20, 2023, was \$86.87; his bill on July 20, 2023, was \$52.07; his bill on August 18, 2023, was \$49.86; PPL Ex. 14. This totals \$2,8577.71, over twelve months, which equals \$238.14 per month.

2. As the party seeking affirmative relief from the Commission, Complainant bears the burden of proof. 66 Pa.C.S. § 332(a).

3. To satisfy his burden of proof, Complainant must show that the named utility 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).

4. Complainant's burden of proof must be shown by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990); *Se-Ling Hosiery v. Marquies*, 70 A.2d 854 (Pa. 1950).

5. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

6. 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 Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

7. Assertions, personal opinions or perceptions do not constitute evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

8. All utilities must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons and the public. 66 Pa.C.S. § 1501.

9. The Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 of the Public Utility Code unless it finds that a utility has violated a duty to render reasonable and reliable service. *W. Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947 (Pa. Cmwlth. 1984).

10. Section 1501 does not mandate that a utility must provide perfect or the best possible service. *Re Metro. Edison Co.*, 80 Pa.P.U.C. 663, 672 (1993).

11. The requirement to render reasonable service applies to all aspects of a utility's service to customers. A utility's response to and investigation of customer complaints also must be reasonable and adequate. *Thurby v. W. Penn Power Co.*, Docket No. C-2011-2254048 (Order entered Apr. 4, 2013).

12. Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission. 66 Pa.C.S § 1405(c).

13. Complainant failed to meet his burden of proof that he was entitled to relief. 66 Pa.C.S § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Russ Unangst in *Russ Unangst v. PPL Electric Utilities Corporation* at Docket No. F-2023-3040724 is dismissed.

2. That the Secretary's Bureau shall mark this case closed.

Dated: March 12, 2024

/s/
Emily I. DeVoe
Administrative Law Judge