

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Peter Mancuso	:	
	:	
v.	:	C-2024-3048979
	:	
PPL Electric Utilities Corporation	:	

**INITIAL DECISION**

Before  
Eranda Vero  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision grants, in part, and denies, in part, Peter Mancuso’s Formal Complaint against PECO Energy Company. In particular, this Initial Decision grants the portion of Mr. Mancuso’s Complaint requesting a payment arrangement. However, this Initial Decision denies the portion of Mr. Mancuso’s Complaint regarding his claims of incorrect charges, estimated bills and abnormally high bills.

**HISTORY OF THE PROCEEDING**

On May 9, 2024, Peter Mancuso (Complainant or Mr. Mancuso) filed a Formal Complaint (Complaint) against PPL Electric Utilities Corporation (PPL, Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In his Complaint, Mr. Mancuso alleged that PPL is threatening to terminate or has already terminated his electric service at his residence and that there are incorrect charges in his bills

from PPL. In particular, Mr. Mancuso avers that he has been making regular payments in compliance with a payment arrangement, yet his outstanding balance has increased instead of decreased. In addition, he alleges that he has propane heat and challenges PPL's issuance of estimated bills. As relief, Mr. Mancuso requests that the original outstanding balance be removed from his account.

On June 3, 2024, the Respondent filed an Answer denying all material allegations of fact and conclusions of law in the Complaint.

By Initial Call-In Telephonic Hearing Notice dated June 4, 2024, a telephonic hearing was scheduled for July 22, 2024.

On July 27, 2024, I issued a Prehearing Order reminding the parties of the time and date of the hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

The hearing convened as scheduled on July 22, 2024. Meghan E. Rulli, Esq. appeared representing the Respondent. The Complainant failed to call in. The Complainant was given an additional 15 minutes to call in but failed to do so.

By email dated July 23, 2024, Mr. Mancuso informed me that he had misunderstood the instructions for participating in the hearing and had dialed in to the hearing late. Mr. Mancuso requested a new hearing date. On the same day, I forwarded his request to counsel for PPL and provided her with a deadline for submitting any objections to his request for a new hearing date. Respondent did not object to Mr. Mancuso's request and, by Further Call-In Telephonic Hearing Notice dated July 29, 2024, a further telephonic hearing was scheduled for September 17, 2024.

On August 14, 2024, I issued a second Prehearing Order reminding the parties of the time and date of the hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

The further hearing convened as scheduled on September 17, 2024. Mr. Mancuso appeared *pro se* and testified in support of his Complaint. Megan E. Rulli, Esq. represented PPL and presented the testimony of Holly Hankerson, a Customer Service Lead with PPL, and April Lewis, a Customer Contact Center Supervisor for the Respondent. The Respondent sponsored nine exhibits (PPL Exhibits 1, 2, 6, 7, 8, 9, 10, 11, and 12), which were admitted into the record.

During the hearing, I instructed the Respondent to conduct an energy audit of the Complainant's residence and submit the result, as a late-filed exhibit, by October 22, 2024. The Complainant was instructed to file any written objections to the admission of the late-filed exhibit into the record by October 29, 2024. Mr. Mancuso indicated that he would have no objections.

By email dated November 13, 2024, Respondent submitted an Energy Audit Report for Mr. Mancuso's residence, as well as a Historic Usage Comparison. These documents will be identified and marked as PPL late-filed Exhibits 13 and 14,<sup>1</sup> respectively, and will be admitted into the record in this matter in accordance with the discussion and ordering paragraphs below.

The record in this matter closed on November 13, 2024, upon receiving the late-filed Exhibits from PPL.

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<sup>1</sup> PPL's late-filed Exhibits were originally incorrectly identified and marked as 12 and 13, overlooking the existence of PPL Exhibit 12 already admitted into the record.

## FINDINGS OF FACT

1. The Complainant is Peter Mancuso who receives electric service from PPL at 390 Lakewood Court, Lake Ariel, PA 18436 (Service Address). Tr. 20-21.
2. The Respondent is PPL Electric Utilities Corporation.

### Incorrect and Estimated Billing

3. Mr. Mancuso established his first electric service account with PPL on September 2, 2016. Tr. 44, 54.
4. Mr. Mancuso missed a payment in November of 2016 and began accumulating an outstanding balance. PPL Exhibit 11.
5. In 2018, Mr. Mancuso filed a Formal Complaint with the Commission against PPL, at Docket No. F-2018-3004141. PPL Exhibit 12.
6. On October 19, 2018, PPL filed a Certificate of Satisfaction at Docket No. F-2018-3004141, memorializing the terms of the settlement agreement reached between Mr. Mancuso and PPL which resolved all the issues raised in his Formal Complaint. PPL Exhibit 12.
7. Mr. Mancuso's total outstanding balance as of October 17, 2018, was \$1,410.09. Tr. 58-59; PPL Exhibit 12.
8. As part of the settlement agreement reached between the parties in resolution of the Formal Complaint at Docket No. F-2018-3004141, PPL established a payment arrangement for Mr. Mancuso, which required him to pay his current bill plus

\$25 per month towards the arrearages until his past due balance was paid in full. PPL Exhibit 12.

9. Mr. Mancuso's payment arrangement with PPL was 56 months long, beginning with the November 2018 bill. Tr. 59, 69.

10. Mr. Mancuso made regular monthly payments in accordance with the payment arrangement from September 2020 through December 2022. PPL Exhibit 1.

11. By December 2022, Mr. Mancuso's outstanding balance with PPL had decreased from \$1,410.09 to \$517.83. Tr. 62; PPL Exhibit 1.

12. In December 2022, PPL discovered that data from customer meters was not transferring from one of its systems to another. Tr. 88; PPL Exhibit 1.

13. Because of the failure to load data into the appropriate system, PPL was unable to generate actual bills to its customers, instead generating estimated bills for the month of December 2022. Tr. 88; PPL Exhibit 1.

14. Mr. Mancuso's December 2022 electricity bill was estimated based on his usage for the same month in the previous year. Tr. 88; PPL Exhibit 1.

15. To calculate estimated bills for its customers for the month of December 2022, PPL used the average daily usage in the same month from the prior year and multiplied it by the number of days in the current billing period. Tr. 88; PPL Exhibit 1.

16. In order to calculate Mr. Mancuso's December 30, 2022 bill, the Company used the 54.3 kWh daily average from the same month in the prior year, and

multiplied it by the 36 days in the current billing period for a total electricity usage of 1,955 kWh. Tr. 88, 90; PPL Exhibit 1.

17. Mr. Mancuso's estimated bill for December 30, 2022, included \$378.10 in current charges, plus \$517.83 in outstanding balance carried forward, for a total of \$895.93. Tr. 90; PPL Exhibit 1.

18. On January 13, 2023, Mr. Mancuso made a partial payment of \$250.00 towards his PPL account, defaulting on his payment arrangement with the Company. Tr. 72-73; PPL Exhibit 1.

19. The Complainant's actual usage from November 23, 2022, to December 29, 2022, was 2,346 kilowatt hours, or 391 kWh more than the estimated usage. Tr. 90; PPL Exhibit 1.

20. On the next bill that was issued on January 26, 2023, PPL included the previously unbilled usage of 391 kWh to reconcile the estimated bill of December 30, 2022, to the actual usage. Tr. 91-92; PPL Exhibit 1.

21. The reconciled bill issued by PPL on January 26, 2023, was for a total of 1,971 kWh, which included the 391 kWh from the previous month, plus the actual usage of 1,580 kWh for that billing period from December 29th, 2022 to January 26th, 2023. Tr. 91-92; PPL Exhibit 1.

22. Mr. Mancuso's January 26, 2023 bill included \$392.87 in current charges, plus \$645.93 in outstanding balance carried forward, for a total of \$1,038.80. PPL Exhibit 1.

23. On February 14, 2023, Mr. Mancuso made a partial payment of \$276.36 towards his account with PPL. PPL Exhibit 1.

24. Between February 2023 and August 2024, Mr. Mancuso made monthly payments towards his PPL account but failed to pay his current charges on five other bills issued on March 15, 2023, April 17, 2023, May 18, 2023, August 14, 2023, and December 12, 2023, respectively. PPL Exhibit 1.

25. Due to Mr. Mancuso's failure to pay his current charges timely and in full, his outstanding balance carried forward grew from \$517.83 on December 30, 2022, to \$1,124.44 on September 16, 2024. Tr. 55; PPL Exhibit 1.

26. After December of 2022, PPL did not issue any more estimated bills to Mr. Mancuso. Tr. 91; PPL Exhibit 1.

27. PPL has taken a number of steps to repair its system and prevent the data transfer issue that occurred in December 2022 from happening again. These steps include changes within IT as well as the development of a response plan for the future. Tr. 95.

#### Payment Arrangement

28. Mr. Mancuso has not received a Commission-issued payment arrangement. Tr. 80.

29. Mr. Mancuso is the sole resident at the Service Address. Tr. 106.

30. Mr. Mancuso is retired and receives \$2,037 a month in Social Security benefits, \$1,030 a month from a pension, and \$3,000 a month from Veterans Administration, having been wounded in Vietnam. Tr. 25, 105-106.

31. As of the day of the hearing, Mr. Mancuso's outstanding balance with PPL was \$1,351.76. Tr. 55.

### High Billing Dispute

32. The Service Address is a two-bedroom, 1,280 sq. ft. ranch house. Tr. 31.

33. In 2018, Mr. Mancuso installed a propane house heater at the Service Address. Tr. 32-33; PPL Exhibit 13.

34. Mr. Mancuso has an electric water heater at the Service Address which was installed in 2018. Tr. 27.

35. Mr. Mancuso's wife passed away in April of 2021, and he is currently the sole resident at the Service Address. Tr. 28.

36. On May 14, 2024, Mr. Mancuso contacted PPL and complained about his electric bills which he considered abnormally high. PPL Exhibit 6.

37. PPL removed the meter from Mr. Mancuso's residence and tested it for accuracy on May 20, 2024. Tr. 92-93; PPL Exhibit 6.

38. Mr. Mancuso’s meter tested 99.93% accurate under the full-load test, 99.96% accurate under the light load test, for an average accuracy of 99.94%. Tr. 96; PPL Exhibit 6.

39. The meter test results from May 20, 2024, are within the  $\pm 2\%$  range allowed by the Commission’s regulation at 52 Pa. Code §§ 57.20, 57.24. Tr. 96-97.

40. By letter dated May 22, 2024, PPL informed Mr. Mancuso of the test results as well as of its finding that his meter was accurately recording his electric usage, and his bills were correct as rendered. PPL Exhibit 6.

41. Mr. Mancuso’s historical usage is as follows:

<u>Bill Issued</u>	<u>2017 (in kWh)</u>	<u>2021 (in kWh)</u>	<u>2022 (in kWh)</u>	<u>2023 (in kWh)</u>	<u>2024 (in kWh)</u>
January	4699	2467	2210	1971	1697
February	3526	2703	2066	1873	1547
March	3423	1860	1375	1731	1563
April	2781	1387	1341	1440	1750
May	1949	1257	1108	1361	<b>1533<sup>2</sup></b>
June	1325	1492	1268	1328	1240
July	1035	1138	1521	2017	1417
August	977	1039	974	1236	1441
September	1203	1075	944	1277	
October	981	990	1032	1238	
November	1928	1625	1243	1256	
December	2771	1629	1955	1731	

PPL Exhibits 1, 7, 8, 14.

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<sup>2</sup> Mr. Mancuso’s meter was replaced in May of 2024.

42. On October 16, 2024, PPL performed an energy audit at the Service Address. PPL Exhibit 13.

43. The energy audit found that the propane house heater and the electric water heater were both installed in 2018 and are in good working condition. PPL Exhibit 13.

44. The energy audit determined that the Service Address has higher than average Air Changes per Hour (ACH), which leads to higher energy use. PPL Exhibit 13.

45. PPL's energy audit determined that the attic at the Service Address has inadequate insulation which needs to be improved in order to reduce air infiltration. PPL Exhibit 13.

### DISCUSSION

Before I discuss Mr. Mancuso's Complaint, I would like to address PPL's late-filed Exhibits 13 and 14. As noted above, during the further hearing, I instructed the Respondent to conduct an energy audit of the Complainant's residence and submit the result, as a late-filed exhibit, by October 22, 2024. Tr. 39-40, 109-110, 116. The Complainant was instructed to file any written objections to the admission of the late-filed exhibit into the record by October 29, 2024. Tr. 116. Mr. Mancuso indicated that he would have no objections. *Id.* Because the parties needed to coordinate with each other to facilitate PPL field investigation at the Service Address, I directed PPL's counsel to inform me if they ran into any difficulties so that I could adjust the deadlines accordingly. Tr. 115-16. Counsel for PPL did not submit the late-filed exhibits by the due date nor did she contact me requesting an extension. It wasn't until November 13, 2024, that Ms.

Rulli submitted PPL late-filed Exhibits 13 and 14 to me and the Complainant via email. The submission contained no explanation for the delay.

Because Mr. Mancuso made it clear at the further hearing that he would have no objections to the Company performing an energy audit at the Service Address, and because the Complainant will not be biased by the admission of said exhibits into the record, I shall overlook the lateness of PPL's submittal and admit PPL's late-filed Exhibits 13 and 14 into the record in this matter. Tr. 116.

### Legal Standard

In the present case, Mr. Mancuso alleges that PPL is threatening to terminate or has already terminated his electric service at his residence and that there are incorrect charges in his bills from PPL. In particular, Mr. Mancuso avers that he has been making regular payments in compliance with a payment arrangement, yet his outstanding balance has increased instead of decreased. In addition, he alleges that he has propane heat and challenges PPL's issuance of estimated bills. As relief, Mr. Mancuso requests that the original outstanding balance be removed from his account. As the proponent of a rule or order, the Complainant bears the burden of proof pursuant to Section 332(a) of the Pennsylvania Public Utility Code (Code). 66 Pa.C.S. § 332(a). To satisfy this burden, the Complainant must demonstrate by a preponderance of the evidence that the Respondent was responsible for the problems alleged in the Complaint through a violation of the Code or a regulation or order of the Commission. 66 Pa.C.S. § 701; *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); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other

party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). In addition, the Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980). A trace of evidence or a suspicion of the existence of a fact is insufficient. *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1961).

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 to the evidence presented by the Complainant, the Complainant has not satisfied his burden of proof. The Complainant would then 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).

### Incorrect Billing

Mr. Mancuso testified that he initiated electric service at the Service Address in September 2016. Soon after, he accumulated an outstanding balance of \$900.00 and entered into a payment arrangement with PPL to pay it off. The payment arrangement required him to pay current usage plus \$25.00 per month towards the arrearages. According to Mr. Mancuso, he has made regular payments in accordance with the payment arrangement. However, despite his best efforts the outstanding balance has increased

instead of decreased through the years. Mr. Mancuso pointed to an estimated bill PPL issued in December of 2022 and the late payment charges assessed by the Company as the reasons behind the increased outstanding balance.

PPL's witness, Holly Hankerson, agreed with Mr. Mancuso as to the date when electric service was initiated at the Service Address. Using documents prepared for a previous complaint Mr. Mancuso filed against PPL, Ms. Hankerson explained that Mr. Mancuso missed a payment in November of 2016 and began accumulating an outstanding balance. PPL Exhibit 11. In 2018, Mr. Mancuso filed a Formal Complaint with the Commission against PPL, at Docket No. F-2018-3004141. PPL Exhibit 12. On October 19, 2018, PPL filed a Certificate of Satisfaction at Docket No. F-2018-3004141, memorializing the terms of the settlement agreement reached between Mr. Mancuso and PPL which resolved all the issues raised in his Formal Complaint. Tr. 57-58; PPL Exhibit 12. As part of the settlement agreement reached between the parties, PPL established a payment arrangement which required Mr. Mancuso to pay his current bill plus \$25 per month towards the outstanding balance. Tr. 58; PPL Exhibit 12. Ms. Hankerson disagreed with Mr. Mancuso's recollection of the initial outstanding balance. She testified that Mr. Mancuso's outstanding balance immediately before the filing of the Certificate of Satisfaction was \$1,410.09. Tr. 58-59; PPL Exhibit 12. Ms. Hankerson testified that Mr. Mancuso's payment arrangement with PPL was 56 months long, beginning with the November 2018 bill. Tr. 59, 69.

Due to PPL's record retention policy, the Company had no records that predate September 16, 2020. *See* Tr. 70-71. However, the record shows that, from September 2020 through December 2022, Mr. Mancuso made regular monthly payments in accordance with the payment arrangement, and no late payment charges were assessed during this period. PPL Exhibit 1. By December 2022, Mr. Mancuso's outstanding balance with PPL had decreased from \$1,410.09 to \$517.83. Tr. 62; PPL Exhibit 1.

In December 2022, PPL discovered that data from customer meters was not transferring from one of its systems to another. Tr. 88; PPL Exhibit 1. Because of the failure to load data into the appropriate system, PPL was unable to generate actual bills to its customers and instead generated estimated bills for the month of December 2022. Tr. 88; PPL Exhibit 1.

PPL's witness, April Lewis, testified that in order to estimate the bill, PPL uses the average daily usage in the same month from the prior year and multiplies it by the number of days in the current billing period. Tr. 88; PPL Exhibit 1. In order to calculate Mr. Mancuso's December 30, 2022 bill, the Company used the 54.3 kWh daily average from the same month in the prior year and multiplied it by the 36 days in the current billing period for a total electricity usage of 1,955 kWh. Tr. 88, 90; PPL Exhibit 1. Ms. Lewis explained that Mr. Mancuso's estimated bill for December 30, 2022, included \$378.10 in current charges, plus \$517.83 in outstanding balance carried forward, for a total of \$895.93. Tr. 90; PPL Exhibit 1.

On January 13, 2023, Mr. Mancuso made a partial payment of \$250.00 towards his PPL account, defaulting on his payment arrangement with the Company. Tr. 72-73; PPL Exhibit 1. The actual usage from November 23, 2022, to December 29, 2022, was 2,346 kilowatt hours. Tr. 90; PPL Exhibit 1. On the next bill that was issued on January 26, 2023, PPL included the previously unbilled usage of 391 kWh to reconcile the estimated bill of December 30, 2022, to the actual usage. Tr. 91-92; PPL Exhibit 1.

The reconciled bill issued on January 26, 2023, was for a total of 1,971 kWh, which included 391 kWh from the previous month, plus the actual usage of 1,580 kWh for the January 2023 billing period (from December 29th, 2022, to January 26th, 2023). Tr. 91-92; PPL Exhibit 1.

Mr. Mancuso's January 26, 2023 bill included \$392.87 in current charges, plus \$645.93 in outstanding balance carried forward, for a total of \$1,038.80. PPL Exhibit 1. On February 14, 2023, Mr. Mancuso made another partial payment of \$276.36 towards his account with PPL. PPL Exhibit 1. Between February 2023 and August 2024, Mr. Mancuso made monthly payments towards his account with PPL but failed to pay his current charges on five other occasions: March 15, 2023, April 17, 2023, May 18, 2023, August 14, 2023, and December 12, 2023. PPL Exhibit 1.

Due to Mr. Mancuso's failure to pay his current charges in full and in a timely manner, his outstanding balance carried forward grew from \$517.83 on December 30, 2022, to \$1,124.44 on September 16, 2024. Tr. 55; PPL Exhibit 1. Ms. Lewis testified that, after December of 2022, PPL did not issue any more estimated bills to Mr. Mancuso. Tr. 91; PPL Exhibit 1.

Upon careful consideration of the evidence collected on this issue, I find that PPL successfully rebutted Mr. Mancuso's claim of incorrect billing and showed that the current outstanding balance is the cumulative result of partial monthly payments and late payment charges that PPL assessed after Mr. Mancuso defaulted on his payment arrangement. The partial payments began with the estimated bill issued on December 30, 2022, and continued for most of 2023. Mr. Mancuso was unable to produce additional evidence to rebut PPL's evidence on the partial payments or successfully carry his burden of proof. However, he testified that he had difficulty understanding PPL's bills and Ms. Hankerson agreed to help him understand the bill once the Commission's Final Order is issued in the present matter.

### Estimated Billing

Turning to Mr. Mancuso's claim that PPL improperly issued an estimated bill to him, the Commission's regulations at 52 Pa. Code § 56.12 (3) permit a utility to

issue estimated bills when faced with exigent circumstances such as equipment failure. More specifically, the regulation reads, “[a] public utility may 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).

The system failure that prevented PPL from uploading customer usage data into the appropriate system in December of 2022 constitutes an equipment failure under the provisions of 52 Pa. Code § 56.12 (3). PPL’s witness, Ms. Lewis testified that, after December of 2022, PPL did not issue any more estimated bills to Mr. Mancuso. Tr. 91; PPL Exhibit 1. Additionally, Ms. Lewis explained that PPL has taken a number of steps to repair its system and prevent the data transfer issue that occurred in December 2022 from happening again. Tr. 95. These steps include changes within PPL’s IT department as well as the development of a response plan for the future. *Id.* Mr. Mancuso did not provide additional testimony to rebut that of Ms. Lewis. In view of the above, I find that Mr. Mancuso failed to carry his burden of proving that PPL violated a Commission statute, regulation or order when it issued the estimated bill in December of 2022.

### Payment Arrangement

At the hearing, Mr. Mancuso requested that the Commission establish a payment arrangement for him. Tr. 102. PPL did not object to his request. *See* Tr. 105. Mr. Mancuso testified that he is the sole resident at the Service Address. Tr. 106. He is retired and receives \$2,037 a month in Social Security benefits, \$1,030 a month from a pension, and \$3,000 a month from Veterans Administration, having been wounded in Vietnam. Tr. 25; 105-106. For its part, PPL’s witness Ms. Hankerson testified that Mr. Mancuso has never received a Commission-issued payment arrangement. Tr. 80.

The Responsible Utility Customer Protection Act, 66 Pa.C.S. § 1401-19 (Chapter 14), applied to complaints alleging inability to pay and requesting a Commission-

issued payment arrangement at the time of the hearing. This law provided strict guidelines that the Commission had to follow when determining whether a payment arrangement could be issued and the length of the payment arrangement. I note that Chapter 14 has subsequently sunset, effective December 31, 2024, according to its provisions, and is not currently in effect.<sup>3</sup>

However, in its Statement of Policy entered December 24, 2024, the Commission clarified that its regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered December 24, 2024). With regard to the provision of payment arrangements, the Commission explained that it will maintain its application of the four-tiered process establishing the length of payment arrangements previously articulated in Chapter 14. *Id.* at 4. In particular, the Commission's Statement of Policy states that the principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024. *Id.* at 5. Thus, consistent with Chapter 14, utility customers will be eligible for one payment arrangement on arrearages accrued while not on a customer assistance program under such terms, subject to a change in income or a significant change in circumstance as again outlined in the existing statute. *Id.* at 5, n. 3 (citing 66 Pa.C.S. § 1405(c)).

As Chapter 14 required, the length of time for a customer to resolve an unpaid balance that is investigated by the Commission and is entered into by a public utility and a customer shall not extend beyond:

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<sup>3</sup> Notwithstanding its expiration, since this action arose prior to the sunset of Chapter 14, its substantive effect still applies to this action. *Ghaderi v. St. Bd. of Osteopathic Med.*, 302 A.3d 240 (Pa. Cmwlth. 2023); *Miegoc v. W.C.A.B.*, 961 A.2d 269 (Pa. Cmwlth. 2008).

[Level] (1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.

[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.

[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.

[Level] (4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

Statement of Policy entered December 24, 2024, at 4 (citing 66 Pa.C.S. § 1405(b)).

With a gross household income of \$6,067 per month for a household of one, Mr. Mancuso is a Level 4 income customer.<sup>4</sup> Consequently, he will be awarded a payment arrangement requiring him to make monthly payments consisting of his budget bill plus one sixth (1/6<sup>th</sup>) of the balance accrued on his account, beginning with the first billing due date following the entry of a final Commission Order in this case.

### High Billing Dispute

In *Waldron v. Philadelphia Electric Co.*, (Waldron), 54 Pa.P.U.C. 98 (1980), the Commission adopted the Michigan Public Service Commission's (PSC's) policy announced in *Hallifax v. O & A Electric Co-Op*, Case No. U-5825 (May 1979), which stated that, while the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. The Michigan PSC stated that it will also consider the following factors: the billing history of the complainant; any change in the number of

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<sup>4</sup> See Federal poverty guidelines, 89 Fed. Reg. 2961 (Jan. 17, 2024); <https://aspe.hhs.gov/sites/default/files/documents/7240229f28375f54435c5b83a3764cd1/detailed-guidelines-2024.pdf>

occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. *Waldron* at 100.

While a comparison of the disputed monthly bill to the Complainant's billing history and the consistency of his usage pattern are important criteria to consider, they alone do not resolve the issue of the Complainant's disputed high bill. *Waldron* does not limit the establishment of a prima facie case to the above two elements alone. Rather, the Commission may consider 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. See *Bennett v. Peoples Nat. Gas Co.*, Docket No. C-2009-2122979 (Opinion and Order entered Oct. 13, 2010); *Thomas v. PPL Elec. Utils. Corp.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011).

Thus, a complainant in a high bill case has the opportunity to present any other relevant evidence which, if sufficient to establish a prima facie case, can be used to sustain the burden of proof. There is no specific requirement as to what particular facts the complainant must offer. This will likely vary from case to case. In *Waldron*, for example, the complainant did not provide a comparison of prior billing, but asserted that the apartment was uninhabited during the billing period in question and that the only operating appliances were a clock and a refrigerator; that two air conditioners were disconnected; and that, even if the latter had been connected, the complainant could not possibly have used the energy reflected in the billing. The Commission remanded the complaint in *Waldron* reasoning that, had the record been properly developed, those facts may have established a prima facie high bill case, and then the Company would have had to introduce evidence to overcome the prima facie case. *Waldron* at 101. Therefore, to establish a prima facie case under *Waldron*, a complainant must show the disputed bill was abnormally high when compared to prior usage patterns and that his or her pattern of

usage has not changed or must provide other relevant evidence showing that the disputed bill is unreasonably high.

As set forth in *Waldron*, evidence proffered by a utility relating to the accuracy of a meter test alone, in response to a high bill complaint, is not conclusive evidence and would not, by itself, require a finding against a complainant and in favor of a company. *Id.* In other words, evidence of a meter test showing that the meter worked within the acceptable degree of accuracy can be overcome with circumstantial evidence that otherwise indicates that a bill was too high.

At the hearing, Mr. Mancuso testified that he has done everything in his power to conserve electricity and expressed his frustration with the high bills he receives from PPL. More specifically, Mr. Mancuso testified that his PPL bills are too high in light of the fact that his house has been heated with propane and not electricity since 2018. Tr. 32-33. He admitted that he has an electric water heater and an electric stove but added that The Service Address is a two-bedroom, 1,280 sq. ft ranch house. Tr. 27, 31. Mr. Mancuso's wife passed away in April of 2021, and he is currently the sole resident at the Service Address. Tr. 28.

In response to Mr. Mancuso's high billing claim, Ms. Lewis testified that on May 14, 2024, Mr. Mancuso contacted PPL and complained about his electric bills, which he considered abnormally high. PPL Exhibit 6. The meter was removed from the Service Address and was tested on May 20, 2024. Tr. 92-93; PPL Exhibit 6. Mr. Mancuso's meter tested 99.93% accurate under the full-load test, 99.96% accurate under the light load test, for an average accuracy of 99.94%. Tr. 96; PPL Exhibit 6. These meter test results are within the  $\pm 2\%$  range allowed by the Commission's regulation at 52 Pa. Code §§ 57.20, 57.24. Tr. 96-97.

By letter dated May 22, 2024, PPL informed Mr. Mancuso of the test results as well as of its finding that his meter was accurately recording his electric usage, and his bills were correct as rendered. Tr. 96; PPL Exhibit 6. In addition, Ms. Lewis compared Mr. Mancuso’s electricity usage during the December 2022 billing period with his usage in the same month in the years 2021 and 2020. She testified that his usage was in line and even lower than that in prior years. Tr. 94; PPL Exhibit 7.

The evidence collected shows that Mr. Mancuso’s historical usage is as follows:

<u>Bill Issued</u>	<u>2017 (in kWh)</u>	<u>2021 (in kWh)</u>	<u>2022 (in kWh)</u>	<u>2023 (in kWh)</u>	<u>2024 (in kWh)</u>
January	4699	2467	2210	1971	1697
February	3526	2703	2066	1873	1547
March	3423	1860	1375	1731	1563
April	2781	1387	1341	1440	1750
May	1949	1257	1108	1361	<b>1533</b> <sup>5</sup>
June	1325	1492	1268	1328	1240
July	1035	1138	1521	2017	1417
August	977	1039	974	1236	1441
September	1203	1075	944	1277	
October	981	990	1032	1238	
November	1928	1625	1243	1256	
December	2771	1629	1955	1731	

PPL Exhibits 1, 7, 8, 14. Mr. Mancuso’s historical usage shows that usage after the meter replacement in May of 2024 was similar to his usage in 2021-2023, before the new meter was installed. More importantly, the table above shows that his usage decreased considerably after the installation of the propane heater, but the decrease only brought the winter usage in step with the summer usage when the air conditioning is on. See PPL

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<sup>5</sup> Mr. Mancuso’s meter was replaced in May of 2024.

Exhibit 13. In view of this, I asked PPL to perform an energy audit at the Service Address. Tr. 126.

On October 16, 2024, PPL performed an energy audit at the Service Address. PPL Exhibit 13. The energy audit found that the propane house heater and the electric water heater were both installed in 2018 and are in optimal working condition. PPL Exhibit 13. Importantly, the energy audit determined that the Service Address has higher than average ACH, which leads to higher energy use. PPL Exhibit 13. The audit determined that the attic at the Service Address has inadequate insulation, which needs to be improved in order to reduce air infiltration. PPL Exhibit 13.

Consequently, I find that Mr. Mancuso has failed to prove by a preponderance of the evidence that his bills are incorrect or that PPL is responsible for his high bills. His claim of high billing, along with his claim of incorrect billing, will be denied for failure to carry the burden of proof.

### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is on the Complainant. 66 Pa.C.S. § 332(a).
3. Following the sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code, the Commission's regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328.

4. Following the expiration of Chapter 14 of the Pennsylvania Public Utility Code on December 31, 2024, the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements previously articulated in Chapter 14. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328, at 4.

5. The principles of Section 1405 and definitions of Section 1403 of the Pennsylvania Public Utility Code will continue after the expiration of Chapter 14 on December 31, 2024. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328, at 5.

6. In establishing whether a "high bill" has been demonstrated, while the accuracy of the meter is an important factor in resolving billing disputes, the Commission will also consider the billing history of the Complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98, 100 (1980).

### ORDER

THEREFORE,

IT IS ORDERED:

1. That PPL late-filed Exhibits 13 and 14 are admitted into the record in this case.

2. That the Formal Complaint of Peter Mancuso against PPL Electric Utilities Corporation at Docket No. C-2024-3048979, is denied, in part, with regard to his claims of incorrect charges, estimated bills and abnormally high bills

3. That the Formal Complaint of Peter Mancuso against PPL Electric Utilities Corporation at Docket No. C-2024-3048979, is sustained in part with regard to his request for a payment arrangement.

4. That Peter Mancuso shall pay PPL Electric Utilities Corporation on or before the due date for payment of each monthly bill, the monthly budget amount for current consumption, plus 1/6th of the arrearage owed on his account to be calculated as of the date the Commission enters its Final Order in this case; these payments shall commence with the first monthly bill received after entry of the Commission's Final Order in this case and continue thereafter on the due date for the payment of each regular monthly bill, until the arrearage on this account has been paid in full.

5. That, so long as Peter Mancuso adheres to the terms of this Order, PPL Electric Utilities Corporation shall not assess any late payment charges nor shall PPL Electric Utilities Corporation terminate service to Peter Mancuso, except for valid safety and/or emergency reasons.

6. That, if Peter Mancuso fails to keep the payment schedule stated in this Order, PPL Electric Utilities Corporation is authorized to suspend or terminate his utility service in accordance with the Commission's statute and regulations.

