

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pamela Tucker	:	
	:	
v.	:	C-2025-3052844
	:	
FirstEnergy Pennsylvania Electric Company	:	

**INITIAL DECISION**

Before  
Katrina L. Dunderdale  
Administrative Law Judge

**INTRODUCTION**

This decision sustains the Formal Complaint and grants Complainant a payment arrangement.

**HISTORY OF THE PROCEEDING**

On January 7, 2025, Pamela Tucker (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against FirstEnergy Pennsylvania Electric Company (Respondent or FE PA). The Complaint alleges FE PA was threatening to shut off service or had already shut off electric service at the service address, and Complainant would like an affordable payment

arrangement. In her Complaint,<sup>1</sup> Complainant selected the option to receive all communications from the Commission via email. Complaint ¶ 9.

On January 27, 2025, Respondent filed the Answer in which it denied the material allegations of fact and conclusions of law in the Complaint. Respondent requested the Commission dismiss the Complaint.

On March 10, 2025, the Office of Administrative Law Judge (OALJ) served a Call-In Telephone Hearing Notice on the parties scheduling an initial telephonic hearing on May 6, 2025. The Hearing Notice provided the parties with the Toll-Free Bridge Number and the PIN to call and explained how to participate in the telephonic hearing.

On March 10, 2025, the presiding officer served a Prehearing Order on the parties which reminded the parties of the date and time of the hearing, and informed the parties about the applicable procedural rules, including the procedure to follow for hearing continuances.

On May 6, 2025, the presiding officer convened the initial hearing as scheduled, at which Complainant appeared *pro se*, and Respondent appeared represented by Margaret Morris, Esquire. Complainant testified on her own behalf. Attorney Morris presented the testimony of one witness and sponsored 12 exhibits, which were marked as FE PA Exhibits 1 through 12 and admitted into evidence. Complainant and Respondent issued final statements on the hearing record in lieu of filing briefs.

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<sup>1</sup> The Complaint was an untimely appeal of a decision in 2023 by the Commission's Bureau of Consumer Services, at BCS Case No. 4001597, to deny the informal complaint filed by Complainant.

Having received the transcript containing 65 pages on May 28, 2025, and there being no need for additional proceedings or hearings, the presiding officer issued the Interim Order Closing the Record on June 3, 2025. The record consists of a 65-page transcript and 12 exhibits.

### FINDINGS OF FACT

1. Complainant, Pamela Tucker, resides at 171 Main Street, Graysville, Pennsylvania (service address) with her husband and minor granddaughter. (Tr. 9, 10).

2. Respondent, FirstEnergy Pennsylvania Electric Company, has provided electric distribution service at the service since August 17, 2011. (Tr. 37; FE PA Exhibit 1).

3. Complainant and her husband have had custody of their minor grandchild, who lives with them, for approximately eight years. (Tr. 10).

4. Complainant's mother resided at the service address where Complainant provided end-of-life care to her mother until her death in April 2023. (Tr. 13).

5. Complainant recently started working intermittently as an instructional aide at the West Greene High School, where she is paid \$13 per hour for approximately 8 to 17 hours every two weeks. (Tr. 10, 11).

6. Complainant's husband works full time at General Electric where he earns approximately \$5,893.33 per month gross and \$3,724.58 monthly net. (Tr. 14, 15, 54; FE PA Exhibit 10).

7. Complainant received unemployment benefits totaling \$212 per week, or \$845 monthly, for about six months until April 2025. (Tr. 11, 12, 55).

8. The household does not receive child support from the grandchild's mother, but it does receive \$1,000 per month in Social Security death benefit payments on behalf of the minor grandchild since Complainant's son died on September 5, 2022. (Tr. 16, 18, 54; FE PA Exhibit 10).

9. As of January 2025, Respondent calculated Complainant's total gross monthly household income to be \$7,738.34, which included the full-time income of Complainant's husband (\$5,893.33), plus Complainant's unemployment benefits (\$845) and the monthly Social Security benefit (\$1,000) for Complainant's granddaughter. (Tr. 54, 55; FE PA Exhibit 10).

10. The service address has electric heat and an electric water heater, but Complainant has used space heaters and the natural gas oven to warm the service address since the electric furnace broke four years ago. (Tr. 20-22).

11. The service address is a three-bedroom, two-bath frame ranch structure which Complainant and her husband are purchasing under a "rent-to-own" leasing agreement.<sup>2</sup> (Tr. 22, 23).

12. Complainant applied for utility benefits such as LIHEAP (Low Income Home Energy Assistance Program) but was denied because the household income was too high to qualify for utility benefits. (Tr. 19, 20).

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<sup>2</sup> It is unclear what type of rent-to-own agreement Complainant has, or who is responsible to pay for homeowners' insurance or real estate taxes, but Complainant is responsible to pay for repairs to the service address.

13. As of the date of the initial hearing, the account balance totaled \$18,088. (Tr. 40; FE PA Exhibit 2).

14. Complainant does not have a significant unpaid balance with any other utility company. (Tr. 22-25).

15. Complainant is on a budget bill program and her budget bill amount, in May 2025, was \$542 monthly. (Tr. 40).

16. The budget bill amount for Complainant starting in June 2025 became \$572 monthly. (Tr. 40).

17. Medical certifications halted planned service terminations on: April 17, 2023; May 13, 2024 and September 27, 2024. (Tr. 41; FE PA Exhibit 3).

18. Over a four-year period from April 2021 to April 2025, Complainant made nine good payments and made four other payments which were returned due to insufficient funds. (Tr. 45; FE PA Exhibit 4).

19. The total household income at the service address is \$6,049.33 per month, which includes Mr. Tucker's full-time earnings at General Electric (\$5,893.33) plus Ms. Tucker's earnings at the school district (\$156). (Tr. 11, 12, 54, 55; FE PA Exhibit 10).

20. Complainant filed informal complaints requesting payment arrangements and/or assistance with avoiding terminations on October 20, 2021, November 21, 2022, May 23, 2023 and July 15, 2024. (Tr. 49-52; FE PA Exhibits 6, 7, 8, 9).

21. The Commission's Bureau of Consumer Services (BCS) provided Complainant with a payment arrangement on August 21, 2023, which required Complainant to pay the monthly budget bill amount plus \$212 monthly, beginning on October 5, 2023, on arrears totaling \$7,472.08 and with a household income totaling \$4,480.00. (Tr. 48; FE PA Exhibits 5, 8).

## DISCUSSION

### **Complainant's Position**

Ms. Tucker requests a Commission payment arrangement because she wants to pay for the current usage plus pay off a large unpaid balance. Complainant asserts she cannot afford to make the immediate \$9,000 payment FE PA requires to reduce the unpaid balance below \$10,000 and to avoid termination. Ms. Tucker notes her household income is not able to cover a large payment to cut the unpaid balance, but she would like to pay a total amount of \$500 to \$700 monthly for current charges and to reduce the arrearage. (Tr. 25-26, 29).

Complainant notes her family consists of two adults and her minor granddaughter, and the household income consists of her husband's full-time income, her intermittent part time income and \$1,000 per month in Social Security income (paid to benefit her minor granddaughter after the granddaughter's father – and Complainant's son - died). Complainant contends her family got into debt after her son died in an accident on September 2022, and Complainant's mother died seven months later in April 2023. Complainant testified she wants a payment arrangement she can afford. (Tr. 9-18).

## Respondent's Position

Respondent's witness testified Complainant made only nine good payments (meaning, payments that were not returned for insufficient funds) over the previous four years. The witness further testified the household income qualifies as a Level 4 income, pursuant to the Federal Poverty Income Guidelines (FPIG), which became effective on January 17, 2025.<sup>3</sup> Respondent contends Complainant must pay at least \$9,000 to prevent future termination because the balance owed on the account exceeds \$18,000 and because Complainant failed to comply with and satisfy the Commission's payment arrangement provided to Complainant on August 21, 2023. (Tr. 61, 62).

By law, a public utility is entitled to receive payment for the service it provides. Otherwise, unpaid bills are included in the utility's uncollectible expenses, which all of its remaining customers must pay.<sup>4</sup> No public utility may receive a greater or lesser rate than the rate set forth in its tariff on file with this Commission.<sup>5</sup> Neither may a public utility unreasonably discriminate for or against a particular customer by establishing a special rate for them.<sup>6</sup>

## Burden of Proof

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof.<sup>7</sup> To establish a sufficient case and satisfy the burden of proof, a complainant must show that a respondent public utility is

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<sup>3</sup> Tr. 57; FE PA Exhibit 12; *see* Federal poverty guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025).

<sup>4</sup> *Bolt v. Duquesne Light Co.*, 66 Pa.P.U.C. 463 (Order entered Apr. 8, 1988).

<sup>5</sup> 66 Pa.C.S. § 1303.

<sup>6</sup> 66 Pa.C.S. § 1304.

<sup>7</sup> 66 Pa.C.S. § 332(a).

responsible or accountable for the problem described in a complaint.<sup>8</sup> Such a showing must be by a preponderance of the evidence, by presenting evidence that is more convincing, by even the smallest amount, than the evidence 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. Margulies*, 70 A.2d 854 (Pa. 1950). As the proponent of any request for relief, Complainant bears the burden of proof.

## Household Income

Under the law prior to the sunset of Chapter 14, the Code defined household income as comprised of the combined gross income of all adults in a residential household who benefitted from the public utility service. 66 Pa.C.S. § 1403. Outside of Chapter 14, the Commission explored the definition of “household income” in the proceeding, *Review of Universal Service and Energy Conservation Programs*, at Docket Nos. M-2017-2587711 and M-2017-2596907.<sup>9</sup> The Commission adopted the following definition for household income: [t]he combined gross income of all adults in a residential household who benefit from the public utility service.”<sup>10</sup>

Complainant’s husband earns \$5,893.33 gross monthly. Complainant noted she had not worked for a significant period of time while she provided hospice care for her mother. After her mother’s death in 2023, Complainant received unemployment benefits totaling \$845 per month until April 2025. Complainant asserted she returned to work as an instructional aide recently, where she gets paid \$13 per hour by the school

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<sup>8</sup> *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

<sup>9</sup> *Review of Universal Service and Energy Conservation Programs*, Docket No. M-2017-2596907 (Opinion and Order issued Apr. 6, 2017); *see also Initiative to Review and Revise the Existing Low-Income Usage Reduction Program (LIURP) Regulations at 52 Pa. Code §§ 58.1–58.18*, Docket No. M-2016-2557886 (Secretarial Letter issued Dec. 16, 2016).

<sup>10</sup> 52 Pa. Code § 69.262 (Definitions).

district for intermittent work (which works out to be 4-8 hours per week). Ms. Tucker was unable to indicate how often she would work during the school year because she only recently returned to the job market. Assuming for the purposes of determining total household income that Complainant continues to work 4 hours per week at \$13 per hour during the 36 weeks of a school year, Complainant would earn \$1,872 per year gross, or \$156 per month gross.<sup>11</sup> While these figures are speculative, the income Complainant might earn as an instructional aide is significantly lower than the amount she received in unemployment benefits per month. Accordingly, the presiding officer calculated the total household income assuming Complainant earns \$156 per month.

Therefore, Complainant's household, with two adults and one minor child, receives approximately \$6,049 monthly in income, which sum includes Mr. Tucker's full-time income (\$5,893.33), plus Complainant's school income (\$156). This level of income qualifies as a Level 3 household with income over 250% of the FPIG. As a Level 3 household, Chapter 14 would have required the arrears to be amortized over 12 months.<sup>12</sup> Complainant owes over \$18,000 in arrears, as of the date of the hearing. Therefore, if the arrears are amortized over 12 months, Complainant would have to pay approximately \$1,500 monthly in addition to paying the budgeted amount. Clearly expecting Complainant to pay a monthly electricity bill totaling over \$500 plus an additional \$1,500 would be unrealistic, unreasonable and inequitable. The best interest of Complainant, Respondent and Respondent's ratepayers is met by Complainant being able to pay off these arrears. No one benefits if Complainant does not pay down the arrears.

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<sup>11</sup> This income is calculated by: (\$13 per hr. x 4 hrs. per week) = (\$52 per week) x (36 weeks) = \$1,872 per yr./12 months = \$156 per month.

<sup>12</sup> See Federal Poverty Income Guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025).

## **Monies Received for Minor Child**

The determination of what constitutes the total household income, as discussed above, did not include the Social Security monies the household receives each month. Respondent incorrectly asserted the household income should include this amount (\$1,000). Support of the minor grandchild, in the form of the monthly Social Security death benefit, is paid because Complainant's son – and the minor grandchild's father - has died and is no longer able to provide for the needs of his child (the minor grandchild). The death benefit is not intended to benefit any adult living in the service address. The sole purpose of the Social Security payment is to benefit the minor grandchild. Accordingly, it should not be included.

The Commission has determined Supplemental Security Income and state assistance payments paid as a benefit for a complainant's minor son should not be included as part of a household's income, for purposes of calculating the terms of a Commission payment arrangement, when considering a request for a payment arrangement pursuant to Chapter 14.<sup>13</sup>

Accordingly, the presiding officer did not include the Social Security payments made monthly on behalf of Complainant's minor grandchild when determining the total monthly income for the household at the service address. The monthly payments were not earned by any adult in the household and the payments were not paid to benefit any adult who lives at the service address.

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<sup>13</sup> *Cozart v. Phila. Gas Works*, Docket No. C-2018-2646671 (Opinion and Order entered Sept. 17, 2018).

## Payment Arrangement

In 2004, the Pennsylvania Legislature enacted the Responsible Utility Customer Protection Act (Chapter 14), 66 Pa.C.S. §§ 1401-1419, which became effective on December 14, 2004. Section 1405(a) of Chapter 14<sup>14</sup> authorized the Commission to investigate complaints regarding payment disputes between a public utility (such as Penn Power) and its customers (such as Complainant). This statute authorized the Commission to establish payment arrangements between a public utility and its customers.<sup>15</sup> Under Chapter 14, the Commission possessed the authority to establish at least one payment arrangement between a utility and its customer regardless of the number of agreements made between the utility and customer.<sup>16</sup> However, the Commission would not be permitted to grant a second or subsequent payment arrangement if the customer were to default on the first payment arrangement, absent a change in income or an extension of the prior payment arrangement absent a significant change in circumstance.<sup>17</sup>

When BCS provided Complainant with a payment arrangement on August 21, 2023, Complainant was required to pay the monthly budget bill amount plus \$212 monthly, beginning on October 5, 2023, on arrears which totaled \$7,472.08 and with a household income totaling \$4,480.00.<sup>18</sup> Under Chapter 14, Complainant herein would not qualify for a payment arrangement or an extension of her prior one because: (1) the Commission provided Complainant with a payment arrangement in August 2023, on which she defaulted; (2) there has not been a significant adverse change in income or

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<sup>14</sup> 66 Pa.C.S. § 1405(a).

<sup>15</sup> 66 Pa.C.S. § 1405(a).

<sup>16</sup> 66 Pa.C.S. § 1405(b); *Anderson v. PECO Energy Co.*, Docket No. F-2008-2033574 (Opinion and Order entered Apr. 30, 2009).

<sup>17</sup> 66 Pa.C.S. § 1405(d), (e).

<sup>18</sup> Tr. 48; FE PA Exhibits 5, 8.

circumstance; (3) Complainant’s household income has increased, not decreased; and (4) the total household income is at 250% of the Federal Poverty Income Guidelines.<sup>19</sup>

## **Sunset of Chapter 14**

From the time of Chapter 14’s enactment in 2004 until December 31, 2024, any decision in a proceeding before the Commission where a consumer requested a payment arrangement would have had to be consistent with the provisions of Chapter 14 of the Public Utility Code. Chapter 14 directed how the Commission must establish any payment arrangement using Chapter 14’s definition of a “Payment Arrangement.” Chapter 14 defined payment arrangements as agreements where the customer admits liability for billed service and then is permitted to amortize or pay the unpaid balance of the account in one or more payments.<sup>20</sup> However, on December 31, 2024, Chapter 14 expired and the Pennsylvania General Assembly has not answered yet the question of what guidelines the Commission must follow when offering and executing payment arrangements.

## **Implication of the Commission’s Statement of Policy**

Anticipating the sunset of Chapter 14 on December 31, 2024, the Commission issued a Statement of Policy on December 12, 2025, and later published in the *Pennsylvania Bulletin*, as guidance to utilities and interested parties when the establishment of a payment arrangement was requested.<sup>21</sup> The Commission’s Statement of Policy indicated the Commission would continue its application of Chapter 14’s four level process - for establishing the length of payment arrangements - and would continue

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<sup>19</sup> Federal Poverty Income Guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025).

<sup>20</sup> 66 Pa.C.S. § 1403.

<sup>21</sup> *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024) (Statement of Policy); 55 Pa.B. 268 (Jan. 11, 2025).

to use relevant definitions provided in Section 1403.<sup>22</sup> According to the Statement of Policy, the Commission directed payment arrangements could continue to be executed under the provisions of the now-expired Chapter 14.

However, the Statement of Policy was not codified as a policy statement pursuant to Chapter 69 of the Commission’s regulations.<sup>23</sup> Pennsylvania courts have long recognized that a general statement of policy does not establish a “binding norm” which carries the force of law, contrary to a properly adopted substantive rule where its underlying policy is embedded.<sup>24</sup> A general statement of policy that is not codified has not resulted from a rulemaking or an adjudication. Such a general statement of policy acts simply as an announcement of a policy the agency hopes to implement in future rulemakings and adjudications.<sup>25</sup>

The Pennsylvania Legislature has defined a Statement of Policy as:

(A)ny document, except an adjudication or a regulation, promulgated by an agency which sets forth substantive or procedural personal or property rights, privileges, immunities, duties, liabilities, or obligations of the public or any part thereof, and includes without limiting the generality of the foregoing, any document interpreting or implementing any act of Assembly enforced or administered by such agency.<sup>[26]</sup>

Strict adherence to the Statement of Policy is not a foregone conclusion and it is not a binding norm. While following the provisions of the now-expired Chapter 14 could be consistent with Commission policy, there is an alternative. The alternative in

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<sup>22</sup> Statement of Policy, p. 4.

<sup>23</sup> 55 Pa.B. 268, n.2 (Jan. 11, 2025).

<sup>24</sup> *Pa. Hum. Rels. Comm'n v. Norristown Area Sch. Dist.*, 374 A.2d 671 (Pa. 1977).

<sup>25</sup> *Id.*

<sup>26</sup> 45 P.S. § 1102(13).

this type of a proceeding – where a complaint requesting a payment arrangement was filed after the sunset of Chapter 14 - is to follow the precedent established prior to the enactment of Chapter 14 in 2004 when considering a request for a payment arrangement.

### **Precedent Concerning Payment Arrangements Established Prior to 2004**

Prior to 2004, the Commission operated with more flexibility and discretion in executing payment arrangements to residential utility customers. Although a utility shall not grant an unreasonable rate preference to any person,<sup>27</sup> the Commission had the authority to determine what circumstances and in what amount a preference may be considered reasonable to assist ratepayers with paying for the utility service the ratepayer consumed.<sup>28</sup> In *Mill*, the appellate court held the Commission had the authority to schedule payments on arrears in a manner the Commission considered to be equitable, although the Commission did not have the authority to forgive any portion of arrears.<sup>29</sup>

One year after the decision in *Mill*, the Commission considered how to proceed when a complainant paid less than the current charges. In its decision in *Baum v. Duquesne Light Company*,<sup>30</sup> the Commission established the evidentiary standards a complainant must meet before he/she can be permitted to pay less than current bills. Specifically, the Commission found a complainant must make a showing that there is a good payment history and that a positive change in the financial condition of a complainant will occur at a date certain, or in the reasonably foreseeable future. The Commission held a customer could be permitted to pay less, on a temporary basis, if the customer had a good payment history but was unable to pay the bill, due to extenuating

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<sup>27</sup> 66 Pa.C.S. §§ 1303, 1304.

<sup>28</sup> *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982) (*Mill*).

<sup>29</sup> *Mill*, 447 A.2d at 1102 n.4.

<sup>30</sup> *Baum v. Duquesne Light Co.*, 57 Pa.P.U.C. 156 (1983) (*Baum*).

circumstances, and where a positive change in the customer's financial circumstances seemed likely to occur within the foreseeable future. The Commission explained:

[A]n ALJ can authorize a stay of termination and payment of less than monthly bills when:

- (a) on a case-by-case basis the circumstances warrant such action, as in the medical emergency cases;
- (b) when there is good payment history on the part of the customer and the record *clearly* demonstrates a *definite and certain* positive change in the customer's financial circumstances, which will occur on a date certain or within the reasonably foreseeable future ...; or
- (c) in situations where: it may be necessary to issue an interim order requiring a utility to maintain service to a customer where the utility issues, prior to our disposition of the case, a notice of termination premised upon an element of subject matter reasonably in dispute in the pending proceeding.<sup>[31]</sup>

The decision in *Baum* provided a framework of factors to consider prior to 2004. The Commission could consider the circumstances in a specific proceeding when determining reasonability in the establishment of a payment arrangement. In contrast to the structures later set out in Chapter 14, the Commission was not limited by rigid rules concerning the length of a payment arrangement or qualification limits on how low a customer's household income must be before a household would qualify for relief.

Due to the sunset of Chapter 14 with its four-level guidelines and without a codified Statement of Policy to function as a binding norm, the Commission and its presiding officers can access and use the pre-2004 factors instead of the 20 years of precedence that followed out of Chapter 14. This alternative to consider and use the pre-2004 factors is possible herein because Chapter 14 sunset prior to the filing of the Complaint, because the Commission's non-codified Statement of Policy does not carry

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<sup>31</sup> *Id.*

the force of law; and because the Pennsylvania Legislature has neither re-enabled Chapter 14 nor replaced Chapter 14.

The result of Chapter 14's sunset – in the absence of Legislative action – creates a scenario where the Commission or a presiding officer can follow the line of precedent, in usage prior to 2004, depending on the reasonableness under the circumstances of a complainant's request for a payment arrangement. If a presiding officer finds a fact-specific situation in which applying the expired Chapter 14 would be inequitable, the presiding officer may follow the rules laid out prior to the initial enactment of Chapter 14.

Following these precedents would permit greater latitude to a presiding officer than permitted under the provisions of Chapter 14. Accordingly, until such time as the General Assembly acts to clarify the status and/or application of Chapter 14 provisions, Pennsylvania law permits a presiding officer to assess the reasonability of a request for a payment arrangement rather than laboring under the rigid guidelines of the expired Chapter 14.

## **Analysis**

Complainant bears the burden of proving she is entitled to the relief requested. She may do so by demonstrating that, under her circumstances, it would be reasonable and/or equitable to grant her a payment arrangement to pay off her arrears. Complainant admits she needs to pay for her electric service, she does not contest the billing statements, she does not contest the recorded consumption, and she has expressed a desire to pay off the arrears. Complainant contends she cannot afford to pay more than \$600 to \$700 monthly, which would include paying budget billing amount plus paying an amount to reduce the arrears.

Based on the household's income level at 250% of the FPIG, Complainant might have qualified as a Level 3 customer under Chapter 14 (if Chapter 14 had not sunset). That means, if Complainant qualified for a new payment arrangement, Complainant would have had to pay off \$18,088 in 12 months, or to pay \$18,088 divided by 12, or \$1,507.33 per month – in addition to the budget bill amount due each month. With household income totaling \$6,049 monthly, a payment arrangement requiring monthly payments totaling approximately \$2,000 would have been untenable.

Chapter 14 should not be applied to this situation based on a totality of the evidence. Providing Complainant with a new payment arrangement that she can afford will provide for the best outcome and can create an arrangement with a realistic timeframe and payment amounts. Not providing for a new payment arrangement could result in Complainant being unable to afford to care for her minor grandchild, to make the rental payments on the service address, to purchase a new or repaired furnace, or to make continued use of her natural gas oven to heat her home.

Set forth below are terms of a payment arrangement which Complainant can afford which could result in a satisfaction of the arrears which have accrued on the account. This new payment arrangement is necessary because there is no doubt a Chapter 14 payment arrangement would place an unrealistic burden on Complainant which would have been highly unlikely to succeed.

The worst thing Ms. Tucker can do is not make these payments each month in full and by the due date. However Ms. Tucker manages her household budget, she must pay for the electric service she uses.<sup>32</sup> FE PA is entitled to receive payment for the electric service it provides to Ms. Tucker and her family.<sup>33</sup> As such, FE PA is correct to

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<sup>32</sup> 52 Pa. Code § 56.116.

<sup>33</sup> *Kea v. Peoples Nat. Gas Co.*, 60 Pa.P.U.C. 215 (1985); *Mill*.

bill Ms. Tucker and to require her to pay for the electric service supplied to her residence.<sup>34</sup> All electric service customers must pay for the electrical service received.

However, the circumstances surrounding Ms. Tucker's situation – death of two close family members, guardianship of a minor grandchild, failure of a furnace in a rent-to-own situation – call for a payment arrangement which would allow her to maintain her service while still paying FE PA for services rendered. One of her first actions, after making payments every month to FE PA for electric service, is to replace or repair her furnace. However, she manages her other bills, Ms. Tucker must have a working electric or natural gas furnace to avoid the excess charges caused by her use of space heaters. The use of space heaters has led to large monthly bills and, concomitantly, large budget bill amounts. It has also led to Ms. Tucker using the heat from the natural gas stove to heat her kitchen and home. Ms. Tucker should not enter another winter heating season without a functional furnace. By replacing the furnace, Ms. Tucker should see her budget bill amounts decrease substantially, making it more economically feasible for her household to make payments on the arrears.

As previously stated, when assessing the reasonability of payment arrangements there are several factors to consider including payment history, medical emergencies, and personal and financial circumstances.<sup>35</sup> Ms. Tucker must understand – when she does not pay her bills – FE PA must include her unpaid bills as uncollectible expenses which all other FE PA customers are forced to pay.<sup>36</sup> In essence, Ms. Tucker's actions may force other FE PA customers to pay for her electric service. This situation could be avoided if the Commission grants her the flexibility she needs to pay this balance and if she makes the monthly payments. The best thing that the Commission can

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<sup>34</sup> *Neal v. Phila. Gas Works*, Docket No. Z-00871874 (Final Order entered Jan. 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa.P.U.C. 213 (1990).

<sup>35</sup> *Baum*.

<sup>36</sup> *Bolt v. Duquesne Light Co.*

do for Ms. Tucker, for FE PA and for FE PA's other ratepayers is to grant Ms. Tucker a reasonable, realistic and manageable payment arrangement.

Admittedly, Ms. Tucker has a poor payment history, but surrounding circumstances nonetheless would allow for a reasonable payment arrangement. Within a short period of time, Complainant lost her son (who was the father of her grandchild) and her mother. Despite those setbacks, Ms. Tucker was able to return to work after the death of her mother and increase her household income. This return to work shows a definite and certain positive change in her financial circumstances per the Commission's holding in *Baum*. Further, Ms. Tucker seems to have her financial situation under control, aside from her arrears owed to FE PA, as she contends she has no unpaid balance on any other utility account. Accordingly, granting Ms. Tucker a payment arrangement would allow her an opportunity to clear up her debts and would not increase FE PA's uncollectible accounts.

## **Conclusion**

Accordingly, the Complaint will be sustained in the Ordering Paragraphs to follow. Complainant's circumstances demonstrate she is entitled to another Commission payment arrangement which is not bound to the constraints of Chapter 14. The best course of action, given these circumstances, would be for the Commission to allow Ms. Tucker a payment arrangement with manageable monthly payments over 6 years, in addition to her monthly budget bill amount, which is currently \$572. With an account balance totaling \$18,088 divided by 72 months (or 6 years multiplied by 12 months per year), her monthly payments will include the current budget bill payment (\$572) plus \$251.22 per month to pay down the arrears.

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.
  
2. Complainant has the burden of proving Respondent is not providing reasonable and adequate service in its refusal to give her a lower payment arrangement. 66 Pa.C.S. § 332(a).
  
3. The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401–1419, cannot apply to a proceeding filed after its sunset on December 31, 2024.
  
4. The Statement of Policy, issued in *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024), provides guidance but is not a binding norm in complaint proceedings filed after December 31, 2024, wherein a payment arrangement is requested. 45 Pa.C.S. § 1102(13); *Pa. Hum. Rels. Comm'n v. Norristown Area Sch. Dist.*, 374 A.2d 671 (Pa. 1977).
  
5. In the absence of Chapter 14, eligibility for a Commission payment arrangement is determined by employing the reasonability standard set in *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982) and *Baum v. Duquesne Light Co.*, 57 Pa.P.U.C. 156 (1983).
  
6. Complainant met her burden of proving she was entitled to a payment arrangement.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Pamela Tucker at Pamela Tucker v. FirstEnergy Pennsylvania Electric Company at Docket No. C-2025-3052844, is granted.

2. That Pamela Tucker shall make monthly payments consisting of her current charges plus one seventy-second ( $1/72^{\text{nd}}$ ) of the balance accrued on her account, beginning with the first billing due date following the entry of a final Commission Order in this case.

3. That as long as Pamela Tucker keeps the payment schedule stated in this Order, FirstEnergy Pennsylvania Electric Company shall not suspend or terminate her utility service except for valid safety or emergency reasons or assess late payments or finance charges against her account.

4. That if Pamela Tucker does not keep the payment schedule stated in this Order, FirstEnergy Pennsylvania Electric Company is authorized to suspend or terminate her utility service pursuant to the provisions of the Pennsylvania Public Utility Code and this Commission's regulations in Chapter 56 of the Pennsylvania Code.

