

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Clifton Bennett	:	
	:	
v.	:	C-2024-3048014
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Marta Guhl
Administrative Law Judge

INTRODUCTION

This Initial Decision denies Clifton Bennett’s Formal Complaint against PPL Electric Utilities Corporation because Complainant has not established that PPL Electric Utilities Corporation failed to properly calculate his balance while he was on budget billing or that there were incorrect charges on his bills.

HISTORY OF THE PROCEEDING

On March 8, 2024, Clifton Bennett (Complainant or Mr. Bennett) filed a Formal Complaint (Complaint) against PPL Electric Utilities Corporation (PPL or Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant contends that there were incorrect charges on the bills. Specifically, the Complainant asserts that there were issues with budget billing which resulted in an overpayment of his bills and that he should not have a current balance.

On April 15, 2024,¹ the Respondent filed an Answer denying the material allegations of the Complaint.

By Interim Order dated May 14, 2024, the matter was referred to the Office of Administrative Law Judge's Mediation Unit for possible resolution.

On September 11, 2024, a Mediation Session Notice was issued and set a virtual mediation session for October 16, 2024, at 10:00 a.m. with Mediator Teri-Lee Rhoades.

On October 23, 2024, a second Mediation Session Notice was issued and set another virtual mediation session for November 13, 2024, at 10:00 a.m. with Mediator Rhoades. However, the parties were unable to settle the case.

On February 13, 2025, an Initial Telephonic Hearing Notice was issued, the matter was set for an initial hearing on March 31, 2025, at 10:00 a.m., and the case was assigned to me.

On February 20, 2025, I issued a Prehearing Order which indicated procedural matters and hearing procedures.

On March 24, 2025, the Complainant contacted my office and requested a continuance due to health issues. The Respondent did not object to the request, which I granted via an Interim Order dated March 27, 2025.

¹ The Formal Complaint was served on the Respondent by the Secretary's Bureau on March 26, 2024.

On March 28, 2025, a Cancellation/Reschedule Notice was issued and the matter was rescheduled for May 7, 2025 at 10:00 a.m.

On May 5, 2025, the Complainant contacted my office again to request another continuance in the matter because he experienced a health emergency and had to be admitted to the hospital. While the Respondent did not formally object to the request, it indicated that it preferred that Mr. Bennett would withdraw his Complaint and refile when his health allowed him to participate in the hearing. However, I granted the request for a continuance via email to the parties.

On May 6, 2025, a Cancellation/ Reschedule Notice was issued and the matter was rescheduled for June 6, 2025 at 10:00 a.m.

The hearing proceeded as scheduled on June 6, 2025. The Complainant participated *pro se* and testified. The Complainant also presented two exhibits at the hearing which were entered into the record. The Respondent appeared and was represented by Peter J. Kramer, Esquire, who presented the testimony of Holly Hankerson, a Senior Customer Service Representative. The Respondent offered four exhibits, which were all entered into the record.

The record closed on July 2, 2025, when I received the 55-page transcript of the hearing.

FINDINGS OF FACT

1. The Complainant in this case is Clifton Bennett, who resides at 5711 Route 447, Canadensis, Pennsylvania 18325 (Service Address). Tr. 10.
2. The Respondent is PPL Electric Utilities Corporation.

3. On August 9, 2022, PPL received a payment for the Complainant's account from the Pennsylvania Housing Assistance Fund in the amount of \$3,879.38. Tr. 25; PPL Exh. 1.

4. The Complainant was on PPL's budget billing program. Tr. 25; PPL Exh. 1.

5. Under the budget billing program, when a customer enrolls in the program, that is the start of the budget year, which was September for the Complainant. Tr. 26.

6. At the end of a budget year, any money that is due is part of a settlement payment for the budget year. Tr. 26.

7. For the year 2022, the Complainant's settlement payment was forwarded to his account on September 2, 2022, in the amount of \$411.51. Tr. 27; PPL Exh. 1.

8. The \$411.51 was the difference between \$4,290.89 which was the Complainant's actual balance on August 4, 2022, and the payment received in the amount of \$3,879.38. Tr. 27.

9. On November 9, 2022, the Complainant requested that he be removed from budget billing, which was removed as of his December 2022 bill. Tr. 30.

10. At the time the Complainant requested removal from the budget billing program, he had a credit of \$504.51 for his account. Tr. 30; PPL Exh. 8.

11. That credit was applied to his December 2022 bill of \$205.27, which left the Complainant with a remaining credit of \$299.24. Tr. 30; PPL Exh. 8.

12. After December 2022, the Complainant was billed based on his actual usage. Tr. 31; PPL Exhs. 1, 8.

13. The Complainant made a payment on December 27, 2022 and another payment on January 9, 2023 and then did not make another payment on the account until February 6, 2024. Tr. 42; PPL Exh. 1.

14. The Complainant's account balance at the time of the hearing was \$4,145.50. Tr. 24; PPL Exh. 1.

DISCUSSION

The Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of a rule or order, Complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).

To establish a sufficient case and satisfy the burden of proof, Complainant must show that the respondent public 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). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990). That is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 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. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unempl. Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied her burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

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).

Dispute of Outstanding Balance

The Complainant disputes the amount that he owes to PPL for his electric utility service. He asserts that he was on budget billing, had overpayments to PPL, and that his balance should not be as large as it is now.

An electric utility shall provide its residential customers, on a year-round rolling enrollment basis, with an optional billing procedure which averages estimated public utility service costs over a 10-month, 11-month or 12-month period to eliminate, to the extent possible, seasonal fluctuations in public utility bills. 52 Pa. Code § 56.12(8).

Under the Commission's regulations, the public utility shall review accounts at least three times during the optional billing period and at the conclusion of the budget billing year, a resulting reconciliation amount exceeding \$100 but less than \$300 shall be, at the request of the customer, amortized over a 6-month period. Reconciliation amounts exceeding \$300 shall be amortized over at least a 12-month period at the request of the customer. Shorter amortization periods are permissible at the request of the customer. 52 Pa. Code § 56.12(8).

The Complainant asserted that a large payment made towards his account should have removed any outstanding balance from his account. The Respondent acknowledged that on August 9, 2022, PPL received a payment for the Complainant's account from the Pennsylvania Housing Assistance Fund in the amount of \$3,879.38. Tr. 25; PPL Exh. 1.

The Respondent's witness, Holly Hankerson, testified about PPL's budget billing program. She noted that the Complainant was on PPL's budget billing program. Tr. 25; PPL Exh. 1. Under the budget billing program, when a customer enrolls in the program, that is the start of the budget year, which was September for the Complainant. Tr. 26. At the end of a budget year, any money that is due is part of a settlement payment for the budget year. Tr. 26.

Ms. Hankerson explained that for the year 2022, the Complainant's settlement payment was forwarded to his account on September 2, 2022 in the amount of \$411.51. Tr. 27; PPL Exh. 1. The \$411.51 was the difference between \$4,290.89 which was the Complainant's actual balance on August 4, 2022, and the payment received in the amount of \$3,879.38. Tr. 27.

Records show that on November 9, 2022, the Complainant requested that he be removed from budget billing, and he was removed as of his December 2022 bill. Tr. 30; PPL Exh. 2. At the time the Complainant requested removal from the budget billing program, he had a credit of \$504.51 for his account. Tr. 30; PPL Exh. 8. That credit was applied to his December 2022 bill of \$205.27, which left the Complainant with a remaining credit of \$299.24. Tr. 30; PPL Exh. 8.

Lastly, Ms. Hankerson noted that after December 2022, the Complainant was billed based on his actual usage. Tr. 31; PPL Exhs. 1 & 8. She indicated the Complainant made a payment on December 27, 2022, and another payment on January 9, 2023, and then did not make another payment on the account until February 6, 2024. Tr. 42; PPL Exh. 1. The Complainant's account balance at the time of the hearing was \$4,145.50. Tr. 24; PPL Exh. 1.

Based on the credible evidence presented by PPL, there are no issues with the billing for the Complainant's account. The Complainant presented spreadsheets which included his calculations for his balance. *See* Complainant Exh. 1. However, it is unclear from where the Complainant was getting his information or how he was making his calculation. Further, the Respondent's witness credibly testified regarding the Complainant's account. The Complainant had a settlement balance of \$411.51 at the end of his budget year. Based on the account statement that amount was amortized going forward until the amount was paid.

Ms. Hankerson also credibly testified that the Complainant had a credit to his account when he asked to be removed from budget billing which was applied to his bills until the credit was gone. After the Complainant made payments to his account in December 2022 and January 2023, the Complainant did not make any payments again on his account until February 2024, which caused his account balance to grow and accrue late payment charges.

The Complainant did not present any evidence that would support a conclusion that PPL violated the Public Utility Code, Commission regulation or a Commission order. Therefore, the Complainant has not met his burden of demonstrating that there were incorrect charges on his bills.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is upon the complainant. 66 Pa.C.S. § 332(a).
3. 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.
4. An electric utility shall provide its residential customers, on a year-round rolling enrollment basis, with an optional billing procedure which averages estimated public utility service costs over a 10-month, 11-month or 12-month period to eliminate, to the extent possible, seasonal fluctuations in public utility bills. 52 Pa. Code § 56.12(8).
5. The Complainant did not meet his burden of proving that there were incorrect charges on his PPL bill. 66 Pa.C.S. § 332(a).

