

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Nicole Thomas	:	
	:	
v.	:	F-2025-3056374
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Emily A. Farren
Administrative Law Judge

INTRODUCTION

This Initial Decision grants in part, and denies in part, the Formal Complaint of an electric service customer. It grants the customer’s request for a payment arrangement because she met her burden of proving she is eligible for a Commission-issued payment arrangement. It denies the customer’s allegations of incorrect charges and reliability, safety or quality problems with her electric service for failure to meet her burden of proof.

HISTORY OF THE PROCEEDING

On July 10, 2025, Nicole Thomas (Complainant or Ms. Thomas) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (PPL, Company or

Respondent).¹ Ms. Thomas checked the boxes on the Complaint form averring that the utility is threatening to shut off her service or has already shut off her service, requesting a Commission-issued payment arrangement, averring there are incorrect charges on her bill, that she is having a reliability, safety or quality problem, and she checked the box “other” and explained:

I have checked all the above because I have been going through many complaints and questions about my bill since the purchase of my home in April 2011. Since the purchase of the home at 1617 Pebble Brook Lane, I have seen a fluctuation of the usage and price of the bill provided to me. There has been questioning of a over running meter, having a person come check the meter, the meter running at a fast rate, being told to shut off the power everyday when I’m not home. All these things mentioned and tried still has me paying higher bills than those of my neighbors whose home are the same size and run on electric. When looking over my bill the from July 2021 until present, I have noticed the total usage and average usage are to [sic] far and between in numbers. The cost are from \$210.00 the lowest to bills totaling \$600.00 or more. Because of the fluctuating prices jumping, I have found it difficult to pay the total bill due per month. If I pay half or a small portion of the bill the remainder is added to the current bill along with late charges and it has spiraled into me having an [sic] bill over \$14,000.00. My question is why PPL would allow it to spiral this far and not offer solutions that are obtainable. I have asked for a number of payment arrangements and were offered them only to find that being forced to agree with payment I new [sic] were not obtainable, I still paid or tried to pay to keep the arrangement to avoid the constant threats of being shut off. I have exhausted the letters from doctors as well as trying to complain and ask for assistance that tells me I make over the income for additional help. I wonder why they would not help when it was under

¹ The Complaint is a timely appeal from the determination of the Commission’s Bureau of Consumer Services (BCS), at BCS No. 4071613, which granted Complainant a payment arrangement. A timely BCS appeal is subject to de novo review. 52 Pa. Code § 56.173(a).

\$2000.00 and not get to this drastic level. It makes no sense to me in looking at my bill to see the KWH rise and fall when I am hardly home at the electric is used mostly after 3:30 PM daily the most until late evening. I turn lights off and use cold water for laundry and use around the slower hours as told to me by the Wrap program, so still not understanding the high usage. I wonder if there is someone or something else connected to me.

Compl. ¶ 4.

Other than requesting a Commission-issued payment arrangement, Complainant did not request any further specific relief.

On August 12, 2025, PPL filed its Answer to the Formal Complaint which admitted in part and denied in part the various material allegations of the Complaint.

By Hearing Notice dated August 20, 2025, an Initial Call-In Telephonic Hearing was scheduled for October 1, 2025, and the matter was assigned to me.

A Prehearing Order was issued and served on August 20, 2025, reminding the parties of the date and time of the scheduled hearing, and informing them of the procedures applicable to this proceeding.

On October 1, 2025, the hearing convened as scheduled. The Complainant appeared *pro se*, testified on her own behalf, and offered no exhibits for the record. Alice Wade, Esquire, appeared on behalf of PPL and presented the testimony of one witness, Holly Hankerson, PPL's Customer Service Representative. Ms. Hankerson sponsored six exhibits, which were admitted into the record without objection. The following exhibits were admitted:

- PPL Electric Exh. No. 1 – Billing and Payment History
- PPL Electric Exh. No. 2 – Customer Contact History
- PPL Electric Exh. No. 3 – History of the Customer’s Payment Agreements
- PPL Electric Exh. No. 4 – BCS Case No. 4071613
- PPL Electric Exh. No. 6 – Meter Test Results
- PPL Electric Exh. No. 10 – Copy of Termination Notice

During the hearing, PPL’s witness was unable to answer questions that I asked concerning how late charges were applied to Complainant’s bill. Thus, to create a clear and complete record, I proposed PPL file a late-filed exhibit to answer these questions. Tr. 41-42, 59.

On October 31, 2025, PPL filed PPL Electric Statement No. 1 and PPL Electric Exhibit No. 11 (collectively, PPL’s late-filed exhibits). The following exhibits were late-filed:

- PPL Electric St. No. 1 – Testimony of Gladys Malone
- PPL Exh. No. 11 – June 2025 Bill

Ms. Thomas did not object to PPL’s late-filed exhibits.

On December 8, 2025, I issued an interim order admitting PPL’s late-filed exhibits into the record and closing the record.

The record consists of the 62-page transcript and PPL’s eight exhibits.

FINDINGS OF FACT

1. Complainant is Nicole Thomas, who has electric service at 1617 Pebble Brook Lane, Harrisburg, Pennsylvania 17110 (Service Address). Tr. 7-8.

2. Respondent is PPL Electric Utilities Corporation, a jurisdictional public utility, which provides electric service to Complainant at the Service Address.

3. Complainant resides with her husband and one minor child at the Service Address. Tr. 13-14.

4. Complainant's gross household monthly income is \$3,000. Tr. 13.

5. The total monthly household income and household size of three places the household below 150% of the Federal Poverty Level.² Tr. 13-14.

6. Over the last four years, Complainant consistently paid partial monthly payments. *See* PPL Electric Exh. No. 1.

7. Late payment charges become part of the customer's unpaid and overdue balance. PPL Electric St. No. 1 at 2.

8. When late payment charges are not paid by their due date, they become part of the customer's unpaid and overdue balance. PPL Electric St. No. 1 at 3.

9. PPL assesses late payment charges of 1.25% per month on "the then unpaid and overdue balance." PPL Electric St. No. 1 at 3.

10. Complainant received a payment agreement as resolution of her informal complaint at BCS Case No. 4071613. Tr. 29.

² *See* Federal poverty guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>.

11. Complainant broke 22 of the 23 Company-issued payment arrangements. Tr. 28.

12. Respondent performed a meter test on August 27, 2025. PPL Electric Exhibit 6; Tr. 31.

13. The results of the meter test indicated an average accuracy of 99.96%. PPL Electric Exhibit 6; Tr. 31.

14. Complainant's outstanding balance at the time of the hearing was \$13,654.48. Tr. 21.

DISCUSSION

Burden of Proof

Section 701 of the Public Utility Code provides that any person may complain, in writing, about anything done or not done by a public utility which violates any Commission statute, regulation, or order.³ The burden of proof is on a person who wants the Commission to do something to resolve their complaint.⁴

In this matter, Ms. Thomas seeks relief from the Commission; therefore, she must carry the burden of proof. This means that Ms. Thomas must present facts which demonstrate she is entitled to a payment arrangement, by a preponderance of the evidence.⁵ The term "preponderance of the evidence" means one party must present

³ 66 Pa.C.S. § 701.

⁴ 66 Pa.C.S. § 332(a).

⁵ *Popowsky v. Pa. Pub. Util. Comm'n*, 937 A.2d 1040 (Pa. 2007) (*Popowsky*); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

evidence which is more convincing, by even the smallest amount, than the evidence of the other party.⁶

Additionally, any decision of the Commission must be supported by substantial evidence in the record; 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).

Payment Arrangement

Since 2004, Chapter 14 of the Code, the Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419 (Chapter 14 or Act), applied to customers seeking a Commission payment arrangement. However, Chapter 14 expired on December 31, 2024. Nonetheless, this decision will apply to Chapter 14.⁷ The facts most relevant to this decision, i.e., the accumulation of arrearages, arose before the expiration of Chapter 14. Therefore, I find that applying Chapter 14 is appropriate under these circumstances.

Parties' positions

Complainant requested a Commission payment arrangement. Ms. Thomas also questioned the accuracy of her bills and her eligibility for programs other than the Company's Winter Relief Assistance Program (WRAP), which program she participated.

⁶ *Popowsky*.

⁷ 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 Dec. 24, 2024). Regarding 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.

PPL requested the Complaint be denied for Ms. Thomas' failure to carry her burden to prove that PPL violated the Public Utility Code, a Commission's order or regulation, or PPL's approved tariff. PPL averred the Company demonstrated Complainant's bills are correct and the meter accurately recorded Complainant's consumption of electricity. PPL highlighted Ms. Thomas' overdue balance is high because she does not pay her monthly bills in full or on time. Late payment charges become part of the customer's unpaid and overdue balance. When late payment charges are not paid by their due date, they become part of the customer's unpaid and overdue balance. PPL assesses late payment charges of 1.25% per month on "the then unpaid and overdue balance."⁸

Disposition

It is axiomatic that a utility customer must pay for the utility service that she consumes.⁹ Unpaid balances for utility service of one customer are ultimately passed on to the other ratepayers of the utility.

However, Chapter 14 of the Public Utility Code provides that in certain circumstances a customer may be permitted to amortize the amount due on a utility account.¹⁰ The award of a payment arrangement is not mandatory.¹¹

Complainant broke 22 payment arrangements offered to her by PPL. However, Ms. Thomas took advantage of PPL's WRAP program, inquired about other

⁸ See PPL Electric St. No. 1 at 3.

⁹ See, e.g., *Scaccia v. W. Penn Power Co.*, 55 Pa.P.U.C. 637 (1982) (holding that a public utility is entitled to payment for services provided to customers).

¹⁰ 66 Pa.C.S. § 1402.

¹¹ *Buchanan v. Pike Cnty. Light and Power Co.*, Docket No. F-2009-2137873 (Opinion and Order entered Dec. 12, 2011).

programs PPL may offer, and consistently made an effort to make partial payments over the last four years.

Thus, in my view it is appropriate to give the Complainant one more opportunity, afforded by a Commission payment arrangement, to clear her debt with this utility.

Based on the household income of \$3,000 per month, and her household size of three, Complainant falls under 150% of the Federal poverty level.¹² Accordingly, I will award Complainant a five-year payment arrangement.

Additionally, Section 1409 of the Code further provides for the waiver of late payment charges pertaining to the application of the Act. Specifically, this provision of the Code states, in pertinent part, that:

A public utility shall waive late payment charges on any customer accounts if the charges were improperly assessed. The commission may order a waiver of any late payment levied by a public utility as a result of a delinquent account for customers with a gross monthly household income not exceeding 150% of the Federal poverty level.

66 Pa.C.S. § 1409. Given that Ms. Thomas's household income does not exceed 150% of the Federal poverty level and the frequency of her partial monthly payments, waiver of any late payment levied by PPL is appropriate and warranted here.

¹² Tr. 9;10; *See* Federal poverty guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>; Tr. 9-10.

Quality of service, incorrect charges

As to the Complaint's allegations regarding quality of service issues, Complainant presented no evidence or testimony to be considered; therefore, Complainant failed to meet her burden of proof on this claim. Thus, this claim is denied.

As to the Complaint's allegations regarding incorrect billing, the Company demonstrated Ms. Thomas's charges were a result of appropriately charged late fees that accrued from the Complainant's failure to make full, on-time payments over a number of years. Thus, Complainant failed to meet her burden of proof on this claim. Thus, this claim is denied.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this case. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).
3. The Commission is authorized to establish a payment arrangement between a public utility and a customer. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024) (*citing* 66 Pa.C.S. § 1405(a)).
4. Complainant carried the burden of proving that she is eligible for a Commission-issued payment arrangement. 66 Pa.C.S. §§ 332(a), 1405(c), (e).
5. The Commission may order a waiver of any late payment levied by a

public utility as a result of a delinquent account for customers with a gross monthly household income not exceeding 150% of the Federal poverty level. 66 Pa.C.S. § 1409.

6. Any decision of the Commission must be supported by substantial evidence in the record; 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).

7. Complainant failed to carry the burden of proving that her bills contained incorrect charges or that she experienced quality of service issues. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Nicole Thomas, filed at *Nicole Thomas v. PPL Electric Utilities Corporation*, Docket No. C-2025-3056374, is granted, in part and denied, in part, consistent with this Decision.

2. That the Formal Complaint is denied as to the Complainant's claims of incorrect charges and reliability, safety or quality of service.

3. That the Formal Complaint is granted as to Complainant's request for a Commission payment arrangement.

4. That PPL Electric Utilities Corporation is directed to waive late payment charges levied as a result of a delinquent account, consistent with this decision.

5. That Nicole Thomas shall make monthly payments consisting of her current bill plus one-sixtieth (1/60th) of the balance accrued on her account, less late payment charges, beginning with the first billing due date following the entry of the Commission's Final Order in this case, and continuing thereafter on the due date for the payment of each regular monthly bill.

6. That as long as Nicole Thomas maintains the terms of the payment arrangement stated herein, PPL Electric Utilities Corporation shall not (1) suspend or terminate her utility service except for valid safety or emergency reasons; or (2) assess late payment or finance charges against her account.

7. That if Nicole Thomas does not keep the payment schedule stated herein, PPL Electric Utilities Corporation is authorized to suspend or terminate the Complainant's service in accordance with the Public Utility Code and Commission regulations.

8. That Docket No. C-2025-3056374 be marked closed.

Date: December 19, 2025

_____/s/
Emily A. Farren
Administrative Law Judge