

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held January 29, 2026

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair, Statement
Kathryn L. Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Pamela Tucker

C-2025-3052844

v.

FirstEnergy Pennsylvania Electric Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of FirstEnergy Pennsylvania Electric Company (FirstEnergy or the Company), filed on September 15, 2025. The Exceptions are filed in response to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Katrina L. Dunderdale, issued on August 26, 2025, in the above-captioned proceeding. In her Initial Decision ALJ Dunderdale sustained the Formal Complaint (Complaint) filed by Pamela Tucker (Ms. Tucker or Complainant) against FirstEnergy and provided the Complainant with a Commission-issued payment arrangement.

For the reasons set forth below, we shall grant the Exceptions filed by FirstEnergy, reverse the Initial Decision of ALJ Dunderdale, and dismiss the Complaint filed by Ms. Tucker.

I. History of the Proceeding

On January 7, 2025, Ms. Tucker filed the instant Complaint with the Commission, alleging that FirstEnergy was threatening to shut off her service, or had already shut off electric service at the service address, and requesting a payment arrangement. Complaint at 2. Ms. Tucker averred in her Complaint that her family had suffered financial hardship over the course of the prior two years and asked the Commission to grant her a Commission-issued payment arrangement. *Id.* at 2-3.¹

On January 27, 2025, FirstEnergy filed an Answer and New Matter (Answer) to the Complaint. In its Answer, FirstEnergy admitted and denied the various allegations set forth in Ms. Tucker's Complaint and specifically denied that Ms. Tucker was eligible for a subsequent Commission-issued payment arrangement. Answer at 3-4. In this regard, FirstEnergy averred:

The Complainant defaulted on the Change in Income (CII) [payment arrangement] directed by the Commission's Bureau of Consumer Services (BCS) in BCS Decision No. 3912173. BCS directed a 36-month PAR of budget bill plus \$212.00, effective with the due date on the October 2023 bill (2023 CII BCS PAR). The Complainant did not timely appeal the 2023 CII BCS PAR. The [Company] avers that the Complainant is not entitled to another Commission [payment arrangement];

¹ The Complaint is an untimely appeal of an informal decision by the Commission's Bureau of Consumer Services (BCS) at BCS Case No. 4001597 (closed July 31, 2024), which dismissed Ms. Tucker's Complaint pursuant to 66 Pa.C.S. § 150(d) due to Ms. Tucker's failure to show a change in income since issuance of a Commission-issued payment arrangement in BCS Case No. 3912173 (closed August 17, 2023).

the 2023 CII BCS PAR became a Commission [payment arrangement] when the Complainant did not timely appeal the 2023 CII BCS Decision...

Id. at 3. In the New Matter portion of its Answer, FirstEnergy reiterated its position that Ms. Tucker was not eligible for a second or subsequent Commission-issued payment arrangement and asked the Commission to dismiss the Complaint, with prejudice, with any necessary hearing scheduled expeditiously “[d]ue to the size of the delinquent balance...” *Id.* at 5-7.

By Call-In Telephone Hearing Notice dated March 10, 2025, the Office of Administrative Law Judge (OALJ) notified the Parties that an initial telephonic hearing was scheduled for May 6, 2025. The case was assigned to ALJ Dunderdale. On March 10, 2025, the ALJ issued a Prehearing Order which, *inter alia*, advised the Parties of the date and time of the hearing, and informed them about applicable procedural rules. I.D. at 2.

On May 6, 2025, the ALJ convened the initial hearing as scheduled, at which the Complainant appeared *pro se*, and the Company appeared represented by counsel. The Complainant testified on her own behalf. FirstEnergy presented the testimony of one witness and sponsored 12 exhibits. The Complainant and FirstEnergy each issued final statements on the hearing record in lieu of filing briefs. I.D. at 2.

On August 26, 2025, the Commission issued the Initial Decision of ALJ Dunderdale. Therein, the ALJ granted Ms. Tucker’s Formal Complaint, granting a Commission-issued payment arrangement. I.D. at 21.

The Commission’s Secretarial Letter accompanying the Initial Decision directed that Exceptions be filed within twenty (20) days of the date of the Secretarial

Letter, and that Replies to Exceptions be filed within ten (10) days of the due date for Exceptions.

As previously noted, FirstEnergy filed Exceptions on September 15, 2025. No replies to the Exceptions have been filed.

II. Discussion

As an initial matter, we note that any issue that we do not specifically address herein shall be deemed to have been considered and denied without further discussion. It is well-settled that the Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741, 744 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217, 1222-1223 (Pa. Cmwlth. 1984).

A. Legal Standards

1. Burden of Proof

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that FirstEnergy is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by FirstEnergy. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this

Commission's decision 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 & Western Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (1980).

Upon the presentation by a 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 customer shifts to the utility. If the evidence presented by the utility is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the utility. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence 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. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*).

2. Payment Arrangements

Prior to December 31, 2024, the Commission applied the provisions of The Responsible Utility Consumer Protection Act (Act), 66 Pa.C.S. §§ 1401-1419, to consumer complaints alleging a consumer's inability to pay and requesting that the Commission issue a payment arrangement. As of December 31, 2024, the Act has sunset, according to its provisions, and is not currently in effect. In light of the sunset of the Act, the Commission has 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) (*Statement of Policy*).²

The Commission’s *Statement of Policy* clarifies that “the Commission will apply this statement of policy in **all proceedings related to issues in Chapter 14** until further direction is provided.” *Statement of Policy* at 7 (emphasis added). In relevant part, the *Statement of Policy* outlines that:

... with regard to the provision of payment arrangements, and without prejudging any future matters that may come before us, the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements currently articulated in Chapter 14. This includes principles provided in Section 1405(b) and the relevant definitions of “change in income” and “significant change in circumstance” as provided in Section 1403 of the Code, 66 Pa.C.S. §§ 1403, 1405(b).

As Chapter 14 currently requires, 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:

- (1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty 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.
- (3) One year for customers with a gross monthly household income level exceeding 250% of the

² We note that the Commission, at its November 20, 2025, Public Meeting, adopted the Motion of Chairman DeFrank calling on the Commission’s Law Bureau, in conjunction with BCS and other relevant Commission staff, to submit a Notice of Proposed Rulemaking incorporating the provisions of Chapter 14 into the Commission’s Regulations, including those followed by the Commission pursuant to the *Statement of Policy*. See Docket No. M-2024-3052328 (Motion entered November 20, 2025).

Federal poverty level and not more than 300% of the Federal poverty level.

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

66 Pa.C.S. § 1405(b). The principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024.

Id. at 4-5. The *Statement of Policy*, via footnote, clarifies that:

[c]onsistent with Chapter 14 at present, after December 31, 2024, 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.

The language of the Act relating to the number of payment arrangements and cited by the *Statement of Policy* stated as follows:

- (d) **Number of payment arrangements.**--Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.
- (e) **Extension of payment arrangements.**--If the customer defaults on a payment arrangement established under subsections (a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment arrangement and extend the

remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

66 Pa.C.S. § 1405(d)-(e). The Act stated that to show a “change in income” a Complainant must show a decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the Federal poverty level. 66 Pa.C.S. § 1403. The Act also defined “significant change in circumstances,” a definition which has also been adopted by the *Statement of Policy*, stating the Commission may extend a Commission-issued payment arrangement where the following conditions are present:

“Significant change in circumstance.” Any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer’s household income.
- (2) Catastrophic damage to the customer’s residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer’s residence.
- (4) Increase in the customer's number of dependents in the household.

Id.

B. ALJ’s Initial Decision

In the Initial Decision, ALJ Dunderdale made twenty-one Findings of Fact and reached six Conclusions of Law. I.D. at 3-6, 20. The Findings of Fact and

Conclusions of Law are incorporated herein by reference and adopted without comment unless they are expressly, or by necessary implication, rejected or modified by this Opinion and Order.

In her Initial Decision, ALJ Dunderdale sustained the Complaint filed by Ms. Tucker and granted her a Commission-issued payment arrangement. I.D. at 1. ALJ Dunderdale, in granting Ms. Tucker's Complaint, found that the *Statement of Policy* was not a binding norm carrying the force of law and that application of Commission precedent prior to the 2004 adoption of the Act "would permit greater latitude to a presiding officer" and "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." *Id.* at 12-16.

In support of the finding that the Commission's *Statement of Policy* was not binding upon the Commission in this matter, ALJ Dunderdale noted that the *Statement of Policy* "was not codified as a policy statement pursuant to Chapter 69 of the Commission's regulations." I.D. at 13. The ALJ reasoned that a general statement of policy does not establish a binding norm, meaning the general statement of policy does not carry the force of law "contrary to a property adopted substantive rule where its underlying policy is embedded." *Id.* (citing *Pa. Hum. Rels. Comm'n v. Norristown Area Sch. Dist.*, 374 A.2d 671 (Pa. 1977) (*Norristown*)). Therefore, ALJ Dunderdale found that the *Statement of Policy* operated "simply as an announcement of a policy the agency hopes to implement in future rulemakings and adjudications." I.D. at 13 (citing *Norristown*). Finding as such, the ALJ declared that adherence to the *Statement of Policy* was not binding upon the disposition of Ms. Tucker's Complaint. I.D. at 13-14.

Instead of applying the *Statement of Policy*, the ALJ reviewed Commission precedent prior to implementation of the Act in 2004 and noted that this precedent provided the Commission "more flexibility and discretion in executing payment

arrangements to residential utility customers.” I.D. at 14. The ALJ stated that Pennsylvania courts had previously 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.” *Id.* (citing *Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982) (*Mill*)). Following on from the decision in *Mill*, the ALJ asserted that the Commission established evidentiary standards that must be met before the Commission 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.

I.D. at 15 (citing *Baum v. Duquesne Light Co.*, 57 Pa.P.U.C. 156 (1983)).

After providing a foundation for the framework of factors the ALJ found relevant, the ALJ evaluated Ms. Tucker’s Complaint under the pre-Chapter 14 reasonableness standard, finding that “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.” I.D. at 19. On that basis, ALJ Dunderdale sustained Ms. Tucker’s Complaint and issued a subsequent payment arrangement for a period of

seventy-two (72) months, or six years, which included her budget bill payment of \$572 plus \$251.22 per month towards the arrearage of \$18,088. *Id.*

C. Exceptions

In its Exceptions, FirstEnergy objects to the ALJ sustaining Ms. Tucker's Complaint and granting a 72-month Commission-issued payment arrangement. Exc. at 2. The Company cites to the record in support of its Exceptions, averring, *inter alia*, that: (1) the account balance as of April 14, 2025, was \$18,088 (citing Tr. at 40; FirstEnergy Exh. 2); and (2) the amount of payments returned by Ms. Tucker's bank totaled \$12,397.32. Exc. at 5 (citing Tr. at 45; FirstEnergy Exh. 4); (3) Ms. Tucker defaulted on Company-issued payment arrangements in 2020 and 2021. Exc. at 5 (citing Tr. at 47); (4) Ms. Tucker defaulted on Commission-issued payment arrangements in 2021 and 2023. Exc. at 5 (citing Tr. at 48); and (5) since the Commission-issued the 2023 payment arrangement the total household income has increased by \$3,258. Exc. at 5 (citing Tr. at 57).

The Company also cited the Commission's holding in *Tamika Anderson v. PGW*, Docket No. C-2024-3048214, (Opinion and Order entered September 9, 2025) (*Anderson*), wherein the Commission denied a request for a Commission-issued payment arrangement based on a finding it was in the public interest to deny the request, to protect the utility's overall customer base from the risk and harm of undue costs. Exc. at 6. In conclusion, FirstEnergy states:

The record evidence supports a conclusion that the Complainant should not be given a 3rd Commission [payment arrangement]. She defaulted on 2 Commission [payment arrangements] and has not experienced a decrease in income or significant change in circumstances. The Commission should be guided by the public interest to protect the Company's customers from the ever-growing delinquent

balance. By law, a public utility is entitled to receive payment for the service it provides. *Scaccia v. West Penn Power Co.*, 55 Pa. P.U.C. 637 (1982). Otherwise, customers' unpaid bills are included in the utility's uncollectible expense and ultimately paid by the remaining ratepayers. *Cf.*, *Bolt v. Duquesne Light Co.*, 66 Pa. P.U.C. 463 (1988); *Thomas P. O'Toole v. The Bell Telephone Co. of Pennsylvania*, Docket Number C-923964 (Final Order entered August 20, 1992).

Id.

Based upon the record cited, FirstEnergy requests that the Commission deny the 72-month payment arrangement directed by the Initial Decision. Exc. at 6. In the alternative, FirstEnergy requests that the Commission instead limit any Commission-issued payment arrangement to a period of 12 months. *Id.*

As noted *supra*, no Reply Exceptions or response has been filed to FirstEnergy's Exceptions.

D. Disposition

On review of the record evidence in this proceeding, we shall grant the Exceptions, reverse the Initial Decision, and dismiss the Complaint, consistent with the following discussion.

In reversing the Initial Decision of ALJ Dunderdale, we find the ALJ erred in failing to apply the *Statement of Policy* issued by the Commission relating to consideration and disposition of requests for Commission-issued payment arrangements.

The ALJ's reliance on *Norristown* is misplaced and fails to consider the reasons why the *Statement of Policy* should be applied to Ms. Tucker's Complaint.³

As noted in the Initial Decision, *Norristown* held that a general statement of policy does not establish a "binding norm" carrying the force of law. I.D. at 13. However, *Norristown* then clarified that "[a] policy statement announces the agency's tentative intentions for the future..." and "announces the course which the agency intends to follow in future adjudications." *Norristown* at 679. This is especially true where the policy is underpinned by strong support, as the Commission "must be prepared to support the policy just as if the policy statement had never been issued."

Here, the Commission articulated the reasons in support of the application of its *Statement of Policy* to continue to apply the relevant provisions of the Commission's Regulations regarding payment arrangements, stating:

In addition to providing certainty to the utilities, consumers and all affected stakeholders, the Commission finds that continuing to enforce the Chapter 56 regulations mitigates unnecessary expenses and administrative burdens for the utilities and the Commission by maintaining the existing regulatory paradigm. Thus, this statement of policy for the regulated community, statutory and consumer advocates, consumers, and the Commission provides temporary guidance to all involved until such time as the Chapter 56 regulations are amended or new legislation is passed into law. Maintaining the existing regulatory posture will also provide a reasonable backstop to allow more time for the General Assembly to continue deliberating the reauthorization of Chapter 14 next year.

³ We note that, while we reject the ALJ's analysis pursuant to *Mill* and its progeny, our decision to decline to grant an additional payment arrangement, would be the same had we examined the present circumstances under *Mill* and its progeny. As the ALJ noted in the Initial Decision, "Ms. Tucker has a poor payment history..." which we find, in the circumstances, should not qualify for a Commission-issued payment arrangement pursuant to *Mill*.

It is the Commission’s obligation to protect consumers by availing them of just and reasonable access to utility service and associated payment terms. However, the Commission must also maintain equitable service provisions for utilities to ensure they have reasonable tools to recover their costs. Maintaining the “status quo” in this regard is in the public interest as it protects the interests of utilities, customers, and statutory advocates, and this Commission during the pendency of continued Chapter 14 reauthorization discussions by the General Assembly.

Statement of Policy at 5, 6-7 (emphasis added). This recitation of the basis for the Commission’s *Statement of Policy* establishes a clear intention by the Commission for the principles of Chapter 14 to be applied to consumer requests for Commission-issued payment arrangements and for the consistency created by the *Statement of Policy*. Therefore, we find that the ALJ erred in applying *Mill* and its progeny to this situation and should have instead applied the *Statement of Policy*. We find this consistent approach to be, as we stated above, equitable and consistent with the public interest. This consistent approach provides clarity regarding the approach the Commission will take to customers, utilities, and statutory and consumer advocates.

Utilizing the discretion afforded us in this matter, we find this consistency outweighs the “flexibility and discretion” cited by the ALJ as a basis for applying *Mill* and its progeny. It is a matter within the Commission’s discretion to continue to examine the question of whether to grant a Commission-issued payment arrangement under the provisions of Chapter 14, consistent with the Commission’s *Statement of Policy* entered December 24, 2024. Therefore, we will analyze this matter pursuant to the considerations outlined in the *Statement of Policy*.

In reviewing Ms. Tucker’s Complaint, we are guided by the following Findings of Fact from the Initial Decision. Ms. Tucker applied for “utility benefits” to assist with paying her utility bill but did not qualify based on her household income.

I.D. at 4 (citing Tr. at 19-20). ALJ Dunderdale found that as of the date of the hearing in this matter, Ms. Tucker’s account balance arrearage was \$18,088. I.D. at 5 (citing Tr. at 40, FirstEnergy Exhibit 2). Ms. Tucker was on FirstEnergy’s budget billing program and her budget bill amount per month was \$542. I.D. at 5 (citing Tr. at 40). Over a four-year period from April 2021 to April 2025, Ms. Tucker made nine valid payments and made four other payments that were returned due to insufficient bank funds. I.D. at 5 (citing Tr. at 45, FirstEnergy Exh. 4). The total household income at the service address was \$6,049.33 per month, which included the earnings from both adults at the residence. I.D. at 5 (citing Tr. at 11-12, 54-55, FirstEnergy Exh. 10). Finally, the ALJ found that Ms. Tucker had previously filed Informal Complaints with the Commission in October 2021, November 2022, May 2023, and July 2024, requesting payment arrangements; and BCS granted a Commission-issued payment arrangement on August 21, 2023, on her arrearage. *Id.* at 5-6 (citing Tr. 48-52, FirstEnergy Exh. 5-9). BCS also previously granted a Commission-issued payment arrangement on December 14, 2021, which the Complainant defaulted on. *See* Tr. at 47-48.

In light of these undisputed facts in the record and the additional fact that Ms. Tucker defaulted on prior Commission-issued payment arrangements in 2021 and 2023, we find that it is not appropriate to grant Ms. Tucker another Commission-issued payment arrangement or to extend her previous 2023 Commission-issued payment arrangement.

The *Statement of Policy* makes clear that consistent with the previous language of Chapter 14, “utility customers will be eligible for one payment arrangement on arrearages...” subject only to a change in income or significant change in circumstance. Here, the record clearly establishes an increase in total household income since the issuance of the 2023 Commission-issued payment arrangement from \$4,480 per month to \$6,049.33 per month. I.D. at 5-6 (citing Tr. 11-12, 48, 54-55, FirstEnergy Exh. 5, 8, 10). Based upon this increase in total household income and applying the

definition of “change in income” previously recited, *supra*, Ms. Tucker would not be eligible for a new Commission-issued payment arrangement on her arrearage.

The ALJ provided an overview of the circumstances faced by Ms. Tucker prior to this Complaint, including the loss of family members and the addition of her minor grandchild to the household. Pursuant to the definition of a “significant change in circumstance,” outlined *supra*, we believe the guardianship over her grandchild and the addition of the grandchild to the household represents a “significant change in circumstance” requiring us to consider extending the previously issued 2023 Commission-issued payment arrangement.

That said, we are not inclined to extend the 2023 Commission-issued payment arrangement. The changes in circumstance occurred in 2022 after the death of Ms. Tucker’s son. I.D. at 4 (citing Tr. at 16, 18, 54, FirstEnergy Exh. 10). However, the arrearages in this matter predated the changes in circumstance alleged by Ms. Tucker. As noted, *supra*, in late 2021, Ms. Tucker was granted a Commission-issued payment arrangement for an arrearage of \$3,582.88. *See* Tr. at 47-48; FirstEnergy Exh. 6; BCS Case No. 3809418 (Closed December 14, 2021). By the time the Commission issued its second Commission-issued payment arrangement in 2023, the Complainant’s arrearage had ballooned to \$7,602.64 based on a decrease in income meeting the statutory requirements. FirstEnergy Exh. 8; BCS Case No. 3912173 (Closed August 21, 2023). In the time between these two payment arrangements, Ms. Tucker made five valid payments, with two other payments returned for insufficient funds that totaled \$747.12. FirstEnergy Ex. 4. Since the Commission issued its 2023 payment arrangement, Ms. Tucker has made only four valid payments, with two payments totaling \$11,650.20 returned for insufficient funds. *Id.*

As we have previously noted, the decision as to whether or not to grant a Commission-issued payment arrangement is a difficult one. *Anderson* at 13. There is no

brightline rule when considering these matters and the Commission must balance a customer's right to safe and reliable utility service at just and reasonable rates against the fact a utility is entitled to compensation for the service they provide. *Anderson* at 12-13. Considering the totality of the circumstances, we find that it is not in the public interest to extend Ms. Tucker's 2023 Commission-issued payment arrangement. The significant arrearage of \$18,088 creates a situation where FirstEnergy has not received payment for the services it provided for a significant period of time, despite its entitlement to receive such funds. *Scaccia v. West Penn Power Co.*, 55 Pa. P.U.C. 637 (1982). Further extending the payment arrangement in this matter risks even more of Ms. Tucker's unpaid bills being included in the utility's uncollectible expense and passed on to the Company's other ratepayers. *Cf.*, *Bolt v. Duquesne Light Co.*, 66 Pa. P.U.C. 463 (1988); *Thomas P. O'Toole v. The Bell Telephone Co. of Pennsylvania*, Docket Number C-00923964 (Final Order entered August 20, 1992).

While we are cognizant of the circumstances in this matter, including medical certificates halting planned service terminations in April 2023, May 2024, and September 2024, we remind FirstEnergy that utilities are obligated to protect all customers from those that refuse to pay, with the tools provided by the Code and the Commission's Regulations, including terminating overdue unpaid accounts. *See Pa. PUC v. North Heidelberg Sewer Co.*, Docket No. M-2018-2645983 (Order entered February 9, 2018). We encourage FirstEnergy to take the necessary steps and actions under the Code and our Regulations to mitigate the negative effects on its overall customer base from the actions of individual customers who accumulate large and unreasonable outstanding balances.

Therefore, based upon our review of the record and applicable law, we shall grant the Exceptions of FirstEnergy and reverse the Initial Decision of ALJ Dunderdale, consistent with this Opinion and Order. In doing so, we shall also deny and dismiss the Complaint filed by Ms. Tucker.

III. Conclusion

Based upon our review of the record and the applicable law, we shall grant the Exceptions of FirstEnergy Pennsylvania Electric Company and reverse the Initial Decision of Administrative Law Judge Katrina L. Dunderdale, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

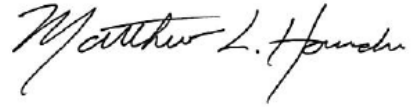
1. That the Exceptions of FirstEnergy Pennsylvania Electric Company, filed on September 15, 2025, to the Initial Decision of Administrative Law Judge Katrina L. Dunderdale, issued on August 26, Docket No. C-2025-3052844, are granted, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Katrina L. Dunderdale, issued on August 26, 2025, at Docket No. C-2025-3052844, is reversed, consistent with this Opinion and Order.

3. That the Formal Complaint filed by Pamela Tucker on January 7, 2025, against FirstEnergy Pennsylvania Electric Company at Docket No. C-2025-3052844, is denied and dismissed, consistent with this Opinion and Order.

4. That this proceeding be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, reading "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: January 29, 2026

ORDER ENTERED: January 29, 2026