

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Roberta Zenmon	:	
	:	
v.	:	F-2025-3056619
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
John M. Coogan
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses the Formal Complaint of an electric service customer seeking a payment arrangement and complaining of incorrect charges related to budget billing because she failed to carry her burden of proving that she is eligible for a Commission-issued payment arrangement or that the budget billing established under a Commission-issued payment arrangement was incorrect.

HISTORY OF THE PROCEEDING

On July 30, 2025, Roberta Zenmon (Complainant or Ms. Zenmon) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (PPL, Company or

Respondent).¹ The Complaint was served on PPL on August 1, 2025. In her Complaint, Ms. Zenmon alleges PPL is threatening to shut off her service or has already shut off her service; she would like a payment agreement; and there are incorrect charges on her bill. As relief, Ms. Zenmon states she needs an affordable payment agreement based on her low income, not an outrageous payment agreement of over \$300.00, but under \$200.00.

On August 21, 2025, PPL filed its Answer to the Complaint which admitted in part and denied in part the various material allegations of the Complaint. Among other things, PPL admitted that Complainant requested payment arrangement terms on July 7, 2025, but the Company avers Ms. Zenmon did not have an overdue balance at that time. The Company therefore denies that it refused to give payment arrangement terms to the Complainant. PPL states payment arrangements are for the purpose of paying an overdue balance in monthly installments, and if there is no overdue balance to pay off, it is not possible to installment bill the current charges until they become past due.

On August 27, 2025, the Commission issued an Initial Telephonic Hearing Notice setting a formal call-in telephonic hearing for this matter for November 4, 2025 at 1:00 p.m. and assigning Special Agent Michael Mroczka as the presiding officer. Also on August 27, 2025, Special Agent Mroczka issued a Prehearing Order setting forth various rules that would govern the November 4, 2025 hearing.

On September 26, 2025, a Judge Change Notice was issued to the parties, noting that the presiding officer for the November 4, 2025 hearing would be changed from Special Agent Mroczka to myself. Also on September 26, 2025, I issued a Prehearing Order setting forth various rules that would govern the November 4, 2025 hearing.

¹ The Formal Complaint is a timely appeal of a decision issued by the Commission's Bureau of Consumer Services (BCS) at BCS Case No. 4078287. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On November 4, 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, Dana DeLong, a Senior Customer Service Representative with PPL. Ms. DeLong sponsored five exhibits, which were admitted into the record without objection. The following exhibits were admitted:

- PPL Exhibit 1 – Account Activity Report
- PPL Exhibit 2 – Customer Contacts
- PPL Exhibit 3 – Payment Arrangement History
- PPL Exhibit 4 – Opening/Closing of BCS No. 4078287
- PPL Exhibit 8 – Sample Termination Notice

The record consists of the 49-page transcript and PPL’s five exhibits. The record closed on November 18, 2025, when the transcript and exhibits were filed with the Commission.

FINDINGS OF FACT

1. Complainant is Roberta Zenmon, who has electric service at 325 College Avenue, Factoryville, Pennsylvania 18419 (Service Address). Tr. 15-16; PPL Exhibit 1.
2. Respondent is PPL Electric Utilities Corporation, a jurisdictional public utility, which provides electric service to Complainant at the Service Address. Tr. 15-16; PPL Exhibit 1.
3. Starting June 15, 2024, Complainant was enrolled in the OnTrack program with a monthly PPL bill of \$131.00. Tr. 21; PPL Exhibits 1, 2.

4. Ms. Zenmon's application for re-enrollment in OnTrack was rejected on June 6, 2025, because the household income was over the federal poverty income guidelines for OnTrack. Tr. 22; PPL Exhibit 2.

5. Electric service to the Service Address was to be terminated on or after June 23, 2025, due to an overdue balance. Tr. 18; PPL Exhibits 1, 2.

6. Electric service to the Service Address was not terminated on or after June 23, 2025, because Complainant's overdue balance was paid. Tr. 18; PPL Exhibits 1, 2.

7. On July 24, 2025, Ms. Zenmon had an overdue balance of \$315.19 due to PPL. PPL Exhibit 1.

8. On July 24, 2025, the Commission's Bureau of Consumer Services (BCS) issued a decision initiating a payment arrangement for Ms. Zenmon to begin in September 2025. Tr. 20; PPL Exhibit 4.

9. The July 24, 2025, BCS decision granted Ms. Zenmon a Level 2 payment arrangement totaling \$380.00, consisting of a budget bill of \$365.00 and an arrears payment of \$15.00. PPL Exhibit 4.

10. Ms. Zenmon's PPL account for the service address had a zero balance as of November 4, 2025. Tr. 17; PPL Exhibit 1.

11. Two adults live at the Service Address with a combined gross monthly household income of \$3,206. Tr. 38-41.

12. PPL offers budget billing. Tr. 16.

13. PPL's budget billing calculates bills based off an average of the most recent 12 months of history, and are then reviewed quarterly and adjusted if needed based on what a customer is using and where they stand for their budget year. Tr. 16-17.

14. Ms. Zenmon is not currently enrolled in budget billing. PPL Exhibit 1.

DISCUSSION

Section 332(a) of the Public Utility Code (Code) provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (Opinion and Order entered Feb. 8, 1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (Opinion and Order entered Oct. 6, 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 (Pa. Cmwlth. 1990). A complainant can meet that burden if they present evidence more convincing, by even the smallest amount, than that evidence presented by Respondent. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). The offense must be a violation of the Public Utility Code, a Commission Regulation or Order, or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 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.*

Unemployment Comp. Bd. of Rev., 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on the complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also, Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

Payment Arrangement

The Formal Complaint is an appeal from BCS's informal decision granting Complainant a Commission-issued payment arrangement. The July 24, 2025, BCS decision granted Ms. Zenmon a Level 2 payment arrangement totaling \$380.00, consisting of a budget bill of \$365.00 and an arrears payment of \$15.00. PPL Exhibit 4. Ms. Zenmon's Formal Complaint stated she needs an affordable payment agreement based on her low income, "not an outrageous payment agreement of over \$300.00, but under \$200.00." Complaint ¶ 5.

Prior to sunset, the Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401–1419 (Chapter 14), applied to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This law provided strict guidelines that the Commission had to follow when determining whether a payment arrangement could be issued and the length of the payment arrangement. Chapter 14 has sunset, effective December 31, 2024, and is not currently in effect.

However, in its Statement of Policy entered December 24, 2024, the Commission clarified that its regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024) (*Statement of Policy*). With regard to the provision of payment arrangements, the Commission explained that it will maintain its application of the four-tiered process establishing the length of payment arrangements previously articulated in Chapter 14. *Id.* at 4. In particular, the Commission’s *Statement of Policy* states that the principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024. *Id.* at 5. As Chapter 14 required, customers can be provided a certain length of time to resolve an unpaid balance based upon where their income falls on the federal poverty guidelines. *Statement of Policy* at 4 (citing 66 Pa.C.S. § 1405(b)).

Ms. Zenmon testified that at the time of filing her Complaint, she did have arrears. Tr. 9. On July 24, 2025, i.e., the date BCS issued a decision on Ms. Zenmon’s Informal Complaint, Ms. Zenmon did have an overdue balance of \$315.19. PPL Exhibit 1. However, on July 30, 2025, Ms. Zenmon made a payment of \$319.00. *Id.* Therefore, it is unclear whether Ms. Zenmon did have an overdue balance at the time of the filing of the Complaint, i.e., July 30, 2025.

In either event, it is undisputed that at the time of the November 4, 2025 evidentiary hearing, Ms. Zenmon did not have any overdue balance due to PPL. Tr. 17; PPL Exhibit 1. Although this Complaint is an appeal of a decision issued by BCS, since Ms. Zenmon has paid the overdue balance due to PPL, the question of whether Ms. Zenmon is entitled to a different payment arrangement is moot.

Regarding mootness, if “[i]ntervening changes in the factual matrix of a pending case’ occur which eliminate an actual controversy and make it impossible for the court to grant the requested relief, the case will be dismissed as moot.” *Pagnotta v. Pa.*

Interscholastic Ath. Ass'n, 681 A.2d 235, 237 (Pa. Cmwlth. 1996) (quoting *Zemprelli v. Thornburgh*, 466 A.2d 1123, 1124 (Pa. Cmwlth. 1983)). Moreover, “[a]n issue before the court is moot if, in ruling upon the issue, the court cannot enter an order that has any legal force or effect.” *Burns v. Dep’t of Human Servs.*, 190 A.3d 758, 762 (Pa. Cmwlth. 2018). There are limited exceptions to the mootness doctrine, including when: ““(1) the conduct complained of is capable of repetition yet evading review, or (2) involves questions important to the public interest, or (3) will cause one party to suffer some detriment without the Court’s decision.”” *Driscoll v. Zoning Bd. of Adjustment*, 201 A.3d 265, 269 (Pa. Cmwlth. 2018) (quoting *Clinkscale v. Dep’t of Pub. Welfare*, 101 A.3d 137, 139 (Pa. Cmwlth. 2014)).

I do not find that this issue raises any of the limited exceptions to the mootness doctrine. This issue is clearly moot since Commission-issued payment arrangements are only available for customers with unpaid balances. *Statement of Policy* at 4 (citing 66 Pa.C.S. § 1405(b)). In other words, I am unable to grant the relief requested by Ms. Zenmon, i.e., a payment arrangement.

I also note that Ms. Zenmon’s annual household income is \$38,472, or between 180% and 185% of the 2025 Federal poverty level.² At that Federal poverty level, Ms. Zenmon would be eligible for a Level 2 payment arrangement if she had arrears.³ Therefore, BCS correctly found that she would be eligible for a Level 2 payment arrangement. If she had arrears at the time of the evidentiary hearing, Ms.

² Tr. 38-41; *See* Federal poverty guidelines, 90 Fed. Reg. 5917 (Jan. 17, 2025); <https://aspe.hhs.gov/sites/default/files/documents/dd73d4f00d8a819d10b2fdb70d254f7b/detailed-guidelines-2025.pdf>.

³ *Statement of Policy* at 4 (citing 66 Pa.C.S. § 1405(b)). A level 2 customer is defined as a customer having a household with a gross monthly income exceeding 150% and not more than 250% of the Federal poverty level and is provided with a repayment period of not more than 36 months. 66 Pa.C.S. § 1405(b); *Statement of Policy*.

Zenmon would not have met her burden of proving that she was entitled to a different payment arrangement.

Incorrect Charges

During the hearing, Ms. Zenmon also testified that she did not understand budget billing, and the budget billing amount of \$378 is unaffordable. Tr. 9, 11-12. To illustrate her confusion, Ms. Zenmon questioned why she was expected to pay a bill of \$378 if her bill for November 2025 was \$230. Tr. 34.

The record does not show that Ms. Zenmon is currently enrolled in budget billing. Her account activity statement shows that she was last enrolled in budget billing from February 14, 2024 to June 14, 2024. PPL Exhibit 1. The BCS decision issued on July 24, 2025, did reflect a budget bill of \$365.00 starting in September 2025, plus \$15.00 for arrears. PPL Exhibit 4.

As was explained above, the BCS decision has been rendered moot since Ms. Zenmon paid her overdue balance. To the extent Ms. Zenmon is seeking revision of the budget billing established by the BCS decision, her Complaint is moot since her account is not currently enrolled in budget billing and she did not make any payments under the BCS established payment arrangement.⁴ Additionally, although the record does not reflect precisely how the BCS established budget bill of \$365.00 was calculated, consistent with PPL's witness's explanation of how budget billing operates, Ms. Zenmon's 12 previous PPL bills for electric service prior to July 24, 2025, averaged

⁴ Although the record shows Ms. Zenmon was enrolled in budget billing in 2024, Ms. Zenmon's testimony shows her concern is with the BCS established payment arrangement or even prospective budget billing arrangements. Tr. 9, 11-12, 30, 34-36.

approximately \$365.00.⁵ Therefore, BCS's budget bill calculation appears correct, and Ms. Zenmon did not meet her burden of proving that the budget bill established under the Commission-issued payment arrangement was incorrect. I further note that Ms. Zenmon's concern as it relates to bill affordability was likely exacerbated by the fact that she is no longer eligible for OnTrack, which had previously reduced her responsibility for the actual cost of monthly electric service.

Termination of Service

Ms. Zenmon's Complaint separately noted that the utility is threatening to shut off her service or has already shut off her service. Complaint ¶ 4. However, neither the Formal Complaint nor Ms. Zenmon's testimony at the evidentiary hearing raised any separate issues related to threatened termination other than the issues described above regarding a Commission-issued payment arrangement and alleged incorrect charges as they relate to budget billing.

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 Responsible Utility Customer Protection Act applies to this proceeding. 66 Pa.C.S. §§ 1401–1419; *Sunset of Chapter 14, Title 66 of the*

⁵ Tr. 16-17; PPL Exhibit 1 (($\$204.57 + \$315.19 + \$337.34 + \$446.27 + \$600.50 + \$678.64 + \$670.25 + \$489.19 + \$283.64 + \$170.98 + \$98.77 + \78.35) / 12 = \$364.47).

Pennsylvania Public Utility Code, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

4. 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)).

5. Where intervening changes in the factual matrix of a pending case occur which eliminate an actual controversy and make it impossible for the court to grant the requested relief, the case will be dismissed as moot. *Pagnotta v. Pa. Interscholastic Ath. Ass'n*, 681 A.2d 235 (Pa. Cmwlth. 1996).

6. The Complainant has failed to carry the burden of proving that she is eligible for a Commission-issued payment arrangement or that the budget billing established under her previously issued Commission-issued payment arrangement was incorrect.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Roberta Zenmon in *Roberta Zenmon v. PPL Electric Utilities Corporation* at Docket No. F-2025-3056619 is dismissed.

