

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Beth Ford	:	
	:	
v.	:	C-2025-3056714
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Steven K. Haas
Administrative Law Judge

INTRODUCTION

This decision denies the Formal Complaint of an electric service customer because she failed to prove that the Respondent violated the Public Utility Code or Commission regulations or that she is eligible for a second or subsequent Commission-ordered payment arrangement, or an extension of her prior one.

HISTORY OF THE PROCEEDING

On August 6, 2025, the Complainant, Beth Ford (Complainant or Ms. Ford) filed a Formal Complaint (Complaint) against PPL Electric Utilities Corporation (PPL) with the Pennsylvania Public Utility Commission (Commission). In her Complaint, Ms. Ford alleged that PPL was threatening to shut of her service or had already shut off her service. By way of relief, she seeks a reduction of her outstanding balance and an

affordable payment plan. The Complaint was served on the Respondent on August 6, 2025.

On August 26, 2025, PPL filed an Answer. In its Answer, PPL admitted that it issued a termination notice to Ms. Ford but stated that it had not terminated her service. PPL averred that Ms. Ford had defaulted on several company-issued payment arrangements as well as a Commission-issued payment arrangement. PPL requests that the Complaint be denied in its entirety.

On August 29, 2025, an Initial Telephonic Hearing Notice was issued scheduling a telephonic hearing on October 23, 2025, and assigning me as the Presiding Officer. On September 3, 2025, a Prehearing Order was issued which addressed the procedures applicable to the hearing.

The telephonic hearing was convened as scheduled on October 23, 2025. Ms. Ford appeared and testified on her own behalf. She did not offer any exhibits for the record. PPL was represented by Sydney Rimmer, Esquire. PPL presented the testimony of one witness, Wendy Hendricks, a Customer Service Representative. Ms. Hendricks sponsored nine exhibits, all of which were admitted into the record.

The record consists of the 55-page transcript and PPL's nine exhibits. The record closed on November 14, 2025, when the transcript and exhibits were filed with the Commission.

FINDINGS OF FACT

1. The Complainant is Beth Ford, who receives residential electric service from the Respondent at 4017 Rawleigh Street, Harrisburg, PA (Service Address). Tr. 7-8.

2. The Respondent is PPL Electric Utilities Corporation, a jurisdictional public utility.

3. On February 1, 2006, electric service was established for the Complainant by PPL. Tr. 23.

4. As of the date of the hearing in this proceeding, the Complainant had a total balance with PPL in the amount of \$15,006.73. Tr. 23.

5. Of that total balance, \$14,746.98 was past due. Tr. 23.

6. The Complainant was enrolled in PPL's paperless billing process whereby she did not receive paper copies of bills or notices. Tr. 9, 14.

7. For a period of over six months, the Complainant's e-mail account was not working. Tr. 8, 12-13.

8. During the time when the Complainant's e-mail account was not working, she did not receive paper bills or notices from PPL, nor was she able to access her PPL account online. Tr. 9, 12.

9. The e-mail problem experienced by the Complainant was with her personal e-mail account and was not a PPL system problem. Tr. 12.

10. Once the Complainant resolved her personal e-mail problem, she was able to access her PPL account online. Tr. 13.

11. The Complainant's current gross monthly household income is over \$4,000.00. Tr. 17, 45.

12. The Complainant is the only person who currently resides in her house. Tr. 17.

13. The Complainant does not dispute the electricity consumption reflected on her monthly bills. Tr. 15.

14. The Complainant often misses payments entirely or makes only partial payments toward the charges on her monthly bills. Tr. 24; PPL Ex. 1.

15. The Complainant did not make any good payments to PPL in 2024. PPL Ex. 1.

16. The Complainant did not make any good payments to PPL in 2025. PPL Ex. 1.

17. The Complainant has submitted three medical emergency certifications (med certs) to PPL in order to prevent the suspension of her electric service. Tr. 45; PPL Ex. 7.

18. In August of 2025, PPL received a 4th med cert request on behalf of the Complainant which was denied by PPL because it had already accepted from the Complainant an original med cert and two renewals. Tr. 45; PPL Ex. 7.

19. The Complainant acknowledged that she used the Commission's med cert procedures to prevent the termination of her electric service. Tr. 9.

20. On August 5, 2021, the Commission's Bureau of Consumer Services (BCS) issued a decision on an informal complaint submitted by the Complainant at BCS

Case No. 3795541 wherein she sought a payment arrangement for her outstanding balance. Tr. 47-48.

21. With this 2021 informal complaint, the Complainant reported a gross monthly household income of \$1,690.00. Tr. 48.

22. In its 2021 decision, the BCS ordered a Level 1 payment arrangement whereby the Complainant's outstanding balance would be paid off over five years. Tr. 47.

23. The Complainant defaulted on this 2021 Commission payment arrangement. Tr. 38.

24. On June 4, 2025, the Complainant submitted another informal complaint, at BCS Case No. 4068565, in response to a termination notice from PPL. The Complainant sought another payment arrangement. Tr. 39-40; PPL Ex. 4.

25. The BCS dismissed the complaint at BCS Case No. 4068564 due to the Complainant's failure to comply with the payment arrangement ordered at BCS Case No. 3799541 in 2021. Tr. 40; PPL Ex. 4.

26. PPL has established two payment arrangements with the Complainant over the past four years in order to prevent the termination of her service. Tr. 38; PPL Ex. 2.

27. The Complainant defaulted on both of these PPL payment arrangements. Tr. 38.

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 alleged offense must be a violation of the 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 Burlison v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

Here, the Complainant's undisputed PPL account balance is in excess of \$15,000.00. She seeks to avoid the termination of her electric service. The Complainant seeks both a reduction of her outstanding balance and an affordable Commission payment arrangement. Accordingly, the Complainant bears the burden of proving that she is eligible to the requested relief.

First, the Complainant requests that her outstanding balance be reduced because she did not receive any PPL bills for over six months. Ms. Ford testified that the significant past due balance accumulated on her PPL account because she was enrolled in paperless billing with PPL. Tr. 8. She explained that her personal e-mail account was not working for over six months. Tr. 13. She testified that she was unable to access her PPL account online since she did not have a working e-mail account. Tr. 9. As result, she did not see any monthly PPL bills or other notices during that time period. Tr. 9. She confirmed, however, that the problem was with her personal e-mail service and not with PPL. Tr. 12-13. She stated that once her personal e-mail account issue was resolved, she was again able to access her PPL account online. Tr. 13. She requests that part of her outstanding balance be forgiven since she could not access her monthly PPL bills. Tr. 10.

While the difficulty experienced by the Complainant in being able to access her PPL account online for over six months may have been an inconvenience for her, it clearly does not constitute a violation by PPL of the Public Utility Code, or a Commission regulation or order. Ms. Ford herself acknowledged and confirmed that the problem was with her personal e-mail account and not with PPL's systems or

website. Tr. 12. As she indicated, once her e-mail account issue was resolved, she was able to access her PPL account online. Tr. 13. Additionally, if she had been concerned about staying current with her monthly bills, she could have called PPL each month to get the amount due and make a payment until such time as her e-mail problem was resolved and she could again access her PPL account online. There is no indication that this occurred and, as noted above, no payments were made toward her PPL charges in 2024 and 2025. This does not show good faith on the Complainant's part in staying current with her PPL bills, and it provides no basis to order PPL to forgive a portion of her outstanding balance.

Second, the Complainant requests that the Commission establish for her an affordable payment arrangement. She testified that she has tried enrolling in assistance programs such as Ontrack but she is not eligible because her current income is too high. Tr. 9.

Prior to its 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 for the Commission to follow when determining whether a payment arrangement could be issued and the length of the payment arrangement. Chapter 14 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.

While Chapter 14 provided that the Commission is authorized to establish payment arrangements between a public utility and customers, it must do so “within the limits established by [Chapter 14].” 66 Pa.C.S. § 1405(a). One of the limits established by Chapter 14 is the number of payment arrangements the Commission may issue. In general, the Act limits the Commission to grant only one payment arrangement unless there has been a “change of income.” Specifically, this limiting provision of Chapter 14 provides:

(d) Number of payment arrangements. — Absent a *change in income*, the [C]ommission 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 [C]ommission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

66 Pa.C.S. § 1405(d) (emphasis added).

In the instant case, Ms. Ford requests an affordable Commission payment arrangement. She testified that the most recent payment arrangement offered by PPL would have required monthly payments of approximately \$700.00. Tr. 10. She is seeking a more affordable monthly payment amount.

As stated above, Ms. Ford was granted a Commission-issued payment arrangement in 2021, at BCS Case No. 3795541. In that case, Ms. Ford’s reported gross monthly household income was \$1,690.00, which qualified her for a Level 1 payment

arrangement whereby she would pay off her outstanding balance over five years.¹ Ms. Ford did not appeal that BCS decision. As the Commission explained, when a BCS decision is not timely appealed, “then the BCS payment arrangement becomes final and the Complainant must prove a change in income to be awarded a different payment arrangement.” *Horinka v. Pa. Power Co.*, Docket No. C-2017-2582842, at 3 (Opinion and Order entered Aug. 4, 2017). Accordingly, pursuant to 66 Pa.C.S. § 1405(d), Ms. Ford is not eligible for a second Commission payment arrangement absent a change in income.

“Change in income” is defined as “[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 (definitions, “change of income”) (emphasis added). Additionally, “household income” is defined as, “[t]he combined gross income of all adults in a residential household who benefit from the public utility service.” 66 Pa.C.S. § 1403 (definition of “household income”).

Pursuant to the definitions in Chapter 14, however, the Complainant has not experienced a “change in income.” To the contrary, the evidence shows that Ms. Ford has experienced an increase, not a decrease, in her income since her 2021 BCS payment arrangement. As the Complainant testified, her current gross monthly household income is over \$4,000.00. Tr. 17. This is an increase of the \$1,690.00 amount she reported with her informal complaint at BCS Case No. 3795541. Therefore, Ms. Ford is not eligible for another Commission payment arrangement pursuant to 66 Pa.C.S. § 1403.

¹ A Level 1 customer is defined as a customer having a household with a gross monthly income not exceeding 150% of the Federal poverty level and is provided with a repayment period of not more than five years. 66 Pa.C.S. § 1405(b)(1); *Statement of Policy*.

Finally, although the Complainant is not eligible for another Commission payment arrangement, Chapter 14 provides that the Commission may reinstate and extend a previously ordered payment arrangement in limited circumstances where the customer has defaulted on that payment arrangement. Specifically, this provision provides:

(e) Extension of payment arrangements. — If the customer defaults on a payment arrangement... as a result of a *significant change in circumstance*, the [C]ommission 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(e) (emphasis added).

Chapter 14 defines “significant change in circumstance” as a customer with an income less than 300% of the Federal poverty level, who experienced one of the following: (1) an onset of a chronic or acute illness resulting in a significant loss in the customer’s household income; (2) a catastrophic damage to the customer's residence resulting in a significant net cost to the customer’s household; (3) a loss of the customer’s residence; or (4) an increase in the customer’s number of dependents in the household. 66 Pa.C.S. § 1403 (definition of “significant change in circumstance”). As there is no evidence in the record showing that Ms. Ford has experienced a significant change in circumstances, she is ineligible to have her previous Commission payment arrangement reinstated and extended.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of and the parties to this proceeding. 66 Pa.C.S. § 701.

2. The party seeking relief from the Commission has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

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 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. 66 Pa.C.S. § 1405(a); *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

5. 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. 66 Pa.C.S. § 1405(d); *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

6. If the customer defaults on a payment arrangement established under section 1405 subsections (a) and (b) of Chapter 14 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. 66 Pa.C.S. § 1405(e); *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

7. The Complainant has failed to carry the burden of proving that she is eligible for a second or subsequent Commission-issued payment arrangement or an extension of her prior Commission-issued payment arrangement. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That, after hearing held, the Formal Complaint filed by Beth Ford against PPL Electric Utilities Corporation at Docket No. C-2025-3056714 is denied.
2. That Docket No. C-2025-3056714 be marked closed.

Date: February 3, 2026

/s/
Steven K. Haas
Administrative Law Judge