

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Thomas Pattara	:	
	:	
v.	:	F-2025-3055984
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Ann Quimby
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint of Thomas Pattara against PPL Electric Utilities Corporation because he failed to satisfy his burden of proving that he should be issued a Commission-issued payment arrangement.

HISTORY OF THE PROCEEDING

On June 27, 2025, Thomas Pattara (Complainant) filed a Formal Complaint¹ (Complaint) against PPL Electric Utilities Corporation (PPL or Respondent) with the Pennsylvania Public Utility Commission (Commission) indicating PPL had threatened to shut off or did shut off his service. Complaint ¶ 4. Additionally,

¹ The Complaint is a timely appeal of an informal complaint filed at Bureau of Consumer Services (BCS) Number 4052963 and is considered here *de novo*. 52 Pa. Code § 56.173 (a).

Complainant requested a payment arrangement and asserted that he had asked many times for payment arrangements. *Id.* For relief, Complainant requested that he be provided with a payment arrangement and informed about any grants, and that he be considered for the OnTrack program (PPL's Customer Assistance Program (CAP)). Complaint ¶ 5.

On July 21, 2025, Respondent filed an Answer to the Complaint (Answer). In its Answer, Respondent admitted that Complainant was issued a termination notice on June 26, 2025, with a termination date set on or after July 10, 2025. Answer ¶ 4. Respondent denied that Complainant requested a payment arrangement since he was granted one by the company in April of 2024 that he defaulted on. *Id.* Respondent averred Complainant last submitted an OnTrack Application on August 2, 2023, which was rejected because Complainant failed to provide documentation of all sources of his household income. *Id.* Respondent asserted no payments have been made toward Complainant's account since July 10, 2018. *Id.*

On July 25, 2025, an Initial Telephonic Hearing Notice was issued that notified the parties an initial telephonic hearing was scheduled on September 24, 2025 at 10:00 a.m.

On July 25, 2025, a Prehearing Order was issued that reminded the parties of the date and time of the hearing and informed them about applicable procedural rules.

On September 18, 2025, Complainant contacted the undersigned Administrative Law Judge (ALJ) via email and requested a continuance due to his unavailability for the September 24, 2025 hearing due to a medical appointment. Respondent's counsel advised Respondent had no objection to a continuance, and the September 24, 2025 hearing was cancelled.

On September 26, 2025, a Rescheduled Initial Telephonic Hearing Notice was issued that notified the parties that a telephonic hearing was scheduled on December 16, 2025 at 10:00 a.m.

On September 30, 2025, a Prehearing Order was issued that reminded the parties of the date and time of the hearing and informed them about applicable procedural rules.

On December 16, 2025, I convened the rescheduled telephonic hearing. Complainant appeared, representing himself. Respondent was represented by Haley Wilburn, Esquire. Complainant testified on his own behalf and Respondent presented the testimony of Dana DeLong, a Senior Customer Service Representative for PPL. Complainant offered no exhibits. Respondent offered PPL Exhibits 1, 2, 4, 10 and 12, which were all admitted into the record:

Respondent Exhibit 1 – Account Activity Record

Respondent Exhibit 2 – Account Contact History

Respondent Exhibit 4 – DCS Case

Respondent Exhibit 10 – OnTrack Letter

Respondent Exhibit 12 – General Termination Notice

The hearing produced a transcript of 63 pages which was filed on January 5, 2026, as well as the transcript exhibits. An Interim Order was issued closing the record on January 13, 2026.

The matter is now ripe for adjudication.

FINDINGS OF FACT

1. Complainant is Thomas Pattara.
2. Respondent is PPL Electric Utilities Corporation.
3. Complainant resides at 907 Elaine Circle, South Abington Township, Pennsylvania (service address), where he receives electric service from Respondent. Tr. 12-13.
4. Complainant lives at the service address with his spouse in a two-person household. Tr. 17-18.
5. Complainant's account was activated with PPL on July 30, 2002. Tr. 31.
6. Complainant works part-time and has a gross household income of \$400 biweekly, which is the entirety of his household's income. Tr. 16-18.
7. The balance on Complainant's account as of the date of the hearing was \$6,115.01. Tr. 31.
8. Complainant has made no payments towards his account balance since July 10, 2018. Tr. 32.
9. Complainant was enrolled in the OnTrack Program from July 1, 2021, through December of 2022, and made no payments on his account during or since his enrollment. Tr. 54.

10. Complainant agreed to a payment arrangement with Respondent in August of 2023, but he did not make any payments under the arrangement. Tr. 55.

11. Respondent offered Complainant a new payment arrangement in April of 2024, but Complainant declined. Tr. 56.

12. Complainant has not had a Commission-issued payment arrangement. Tr. 56.

13. Complainant has not made payments towards his electric service because he “just didn’t have anything left over after everything ... to pay towards it.” Tr. 20.

14. On June 26, 2025, Respondent issued a termination notice to Complainant indicating a termination was scheduled to occur as early as July 10, 2025. Tr. 34-35.

15. Termination was not effectuated because Complainant filed a Complaint with the Commission. Tr. 35.

16. Complainant was issued a new termination notice on September 9, 2025, with termination scheduled to occur as early as September 23, 2025. Tr. 35-36.

17. Complainant was issued a new termination notice on October 20, 2025, for a termination scheduled to occur as early as November 3, 2025. Tr. 36-37.

18. The amounts due under the September 9th and October 20th, 2025 termination notices were for balances that accrued after Complainant filed his formal Complaint. Tr. 37.

19. Complainant's electric service had not been terminated and was on as of the date of the hearing. Tr. 18.

DISCUSSION

In his Formal Complaint, Complainant asserted PPL had threatened to shut off or did shut off his service. Additionally, Complainant requested a payment arrangement and asserted he had asked many times for payment arrangements.

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). To establish a sufficient case and satisfy the burden of proof, a 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 (Pa. Cmwlth. 1990). A preponderance of the evidence is established 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). Here, as the proponent of the request for relief, Complainant bears the burden of proof.

Upon the presentation by Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of Complainant shifts to Respondent. If the evidence presented by Respondent is of co-equal weight, Complainant has not satisfied his burden of proof. Complainant would be required to provide additional evidence to rebut the evidence of 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).

Payment Arrangement

Complainant reported Respondent had threatened to shut off his service, requested that the Commission establish a payment arrangement and noted that he has asked “many times” for a payment arrangement. Complaint ¶ 4. Respondent’s witness provided credible testimony indicating Complainant has not made a payment since July 10, 2018, and his balance as of the hearing was \$6,115.01. Tr. 31-32. Respondent’s witness further testified Complainant was enrolled in the OnTrack Program, which is PPL’s CAP, from July of 2021 through December of 2022, and he was offered multiple payment arrangements. Tr. 54-56. Complainant testified that he may have made a payment in the last year or two, and that he was not enrolled in a customer assistance program. Tr. 19-20. However, the testimony was not corroborated by any other evidence, and he was a poor historian. Therefore, the undersigned ALJ finds Complainant’s testimony on this issue to be not credible and finds Respondent’s witness’s testimony credible.

The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419 (Chapter 14 or Act), applied to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This Act provided strict guidelines that the Commission was required to follow when determining whether a payment arrangement could be issued and the length of the payment arrangement. Chapter 14 subsequently 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). In particular, the Commission's Statement of Policy states that the principles of Chapter 14 and specifically Section 1405 and the definitions in Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024. *Id.* at 5. The principles of Chapter 14 are to continue to be applied to consumer requests for Commission-issued payment arrangements to allow for regulatory predictability and to reduce uncollectible arrears. *Matthews v. Columbia Gas of Pa., Inc.*, Docket No. F-2025-3055603 (Opinion and Order entered Feb. 19, 2026) (*Matthews*).

Section 1405(c) of the Public Utility Code provided that the Commission is prohibited from establishing a payment arrangement on any outstanding CAP arrears. 66 Pa.C.S. § 1405(c); *Cooper v. PECO Energy Co.*, Docket No. F-2011-2254904 (Opinion and Order entered Aug. 2, 2012) (*Cooper*). Complainant's balance is partially composed of CAP arrears. The Commission cannot grant Complainant a payment arrangement for that portion of his balance.

Generally, it is possible that an arrearage can be bifurcated in a payment arrangement case, such that a payment arrangement would be established for only the non-CAP arrears, and a Complainant would remain responsible for paying the CAP arrears. *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 (Opinion and Order entered Sept. 12, 2013) (*Hewitt*). While possible, the issuance of a payment agreement is within the discretion of the Commission, and the Commission can decline to issue one. *Id.*, *Turner v. Phila. Gas Works*, Docket No. C-2013-2388319 (Opinion and Order entered June 19, 2014) (*Turner*).

A public utility is entitled to receive payment for services it has provided. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982). A customer's unpaid bills are included in a utility's uncollectible expenses and are ultimately paid for by other customers. *Griggs v. Philadelphia Gas Works*, Docket No. F-2020-3021754 (Opinion and Order entered July 15, 2021.) Payment plans are financed at the expense of all other ratepayers. *Bolt v. Duquesne Light Co.*, Docket No. Z-8712758 (Opinion and Order entered Apr. 8, 1988). A payment arrangement is a privilege, not a right. *Mandell v. Duquesne Light Co.*, Docket No. C-20030234 (Opinion and Order entered Mar. 17, 2004).

Historically, Complainant was offered multiple payment arrangements by Respondent. Tr. 55-56. He accepted one offer in August of 2023 and entered into a payment arrangement with the Respondent, but he did not make any payments. Tr. 55. He declined to accept the offer of a second payment arrangement in April of 2024. As of the date of the hearing, Complainant had an outstanding balance of \$6,115.01, which consisted of both CAP arrearages and non-CAP arrearages.

As stated above, because the Commission does not have the authority to order a payment arrangement on CAP arrearages, the CAP arrearage that Complainant accumulated from June of 2021 through December of 2022 is not subject to a payment arrangement. *Cooper*. With regard to the non-CAP portion of Complainant's arrearage, the Commission should not exercise its discretion to issue a payment arrangement in this case for several reasons. *Turner*. First, Complainant has a very poor payment history. As of the hearing in December of 2025, he had not made a single payment since July of 2018. Tr. 32. Therefore, he had not made a payment in approximately seven and one-half years, or 90 months, while he continued to consume services and his account balance has continued to grow. Second, Complainant previously agreed to a payment arrangement with Respondent in August of 2023, but he made no payments under that agreement or since that agreement was made. Tr. 55. Third, Complainant has provided

little to no evidence to suggest he has the means or intention to make payments. His only income is from part-time employment, and he indicated he has not had any funds to pay for his electric service after paying his other bills and expenses. Tr. 20. Finally, there is little evidence to indicate existence of the CAP arrearage that accumulated for about a year-and-a-half from July of 2021 through approximately December of 2022 will be resolved in any meaningful way. Tr. 54. No significant evidence was presented to indicate Complainant has the ability or intention to pay the CAP arrearage separate from any payment arrangement.

As Complainant has a long history of making no payments, failed to pay under a prior payment arrangement, and presented little evidence that he can or will make payments in the future, and has a significant CAP arrearage, no payment arrangement will be granted in this case. While the circumstances are unfortunate, the evidence does not suggest that a payment arrangement would be productive, in Complainant's real best interest, or in the public interest. Rather, if granted, a payment arrangement would very likely only allow Complainant's account balance to continue to grow at the expense of other ratepayers. I find that Complainant failed to meet his burden of proof to establish he is entitled to a payment arrangement.

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. As the party seeking relief, Complainant bears the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

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. Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the Commission. *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(c)).

5. In a mixed arrearage case, the Commission does not have authority to establish a payment arrangement for the CAP arrears under 66 Pa.C.S. § 1405, has discretion to decide whether to issue a payment arrangement for any remaining arrearage, and can decline to issue a payment arrangement under these circumstances. *Hewitt v. PECO Energy Co.*, Docket No. F-2011- 2273271 (Opinion and Order entered Sept. 12, 2013), *Turner v. Phila. Gas Works*, Docket No. C-2013-2388319 (Opinion and Order entered June 19, 2014).

6. The Complainant has failed to meet his burden of proving that he is entitled to a payment arrangement. 66 Pa.C.S. § 332(a).

