

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Carlos Ortiz	:	
	:	
v.	:	F-2025-3056999
	:	
PPL Electric Utilities Corporation	:	

**INITIAL DECISION**

Before  
Erin L. Gannon  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision denies the Formal Complaint filed by an electric service customer against his former electric utility. The Complaint is denied because the customer did not meet his burden of proving by a preponderance of the evidence that the utility incorrectly billed him or violated any provision of the Public Utility Code or the rules and regulations of the Commission.

**HISTORY OF THE PROCEEDING**

On or about August 14, 2025, Carlos Ortiz (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission)

against PPL Electric Utilities Corporation (PPL or Company).<sup>1</sup> Mr. Ortiz’s Complaint was served on PPL on August 22, 2025. In the Complaint, Mr. Ortiz indicated that the utility is threatening or has already shut off his service. In addition, he states that “[over] \$6,000 of charges have been added to the account that service started back in 3/4/2025. I need a detail explanation on where these fees are coming from.” Complaint ¶ 4. As relief, Mr. Ortiz asked for “a detailed bill and if needed a payment arrangement.” *Id.* ¶ 5.

On September 11, 2025, PPL filed an answer to the Complaint. PPL denied the material allegations of the Complaint and averred that, on March 3, 2025, two overdue balances associated with the Complainant’s previous accounts were transferred to Mr. Ortiz’s current account. The Company admits that it issued a termination notice on August 7, 2025. PPL asks the Commission to deny the Complaint in its entirety and with prejudice.

On September 26, 2025, the Commission issued an initial hearing notice setting a call-in telephonic hearing for this matter on November 14, 2025, and assigning me as the presiding officer.

Also on September 26, 2025, I issued a Prehearing Order which addressed the procedures applicable to this proceeding.

By email sent to me at 6:36 p.m. on November 13, 2025, the Complainant stated that he was not aware that a hearing notice or prehearing order had been sent, until counsel for PPL, Attorney Alice Wade, forwarded him the information on November 12, 2025. Mr. Ortiz attached a proposed hearing exhibit to his email. I forwarded Mr. Ortiz’s

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<sup>1</sup> The Complaint is a timely appeal from the determination of the Commission’s Bureau of Consumer Services (BCS), at BCS No. 4066078, which dismissed Complainant’s informal billing complaint. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

email to Ms. Wade, with my reply to Mr. Ortiz. I attached the hearing notice and prehearing order, and asked Mr. Ortiz to reply if he could not participate. Mr. Ortiz did not reply.

The parties convened as scheduled on November 14, 2025. Mr. Ortiz appeared, as did Attorney Alice Wade, on behalf of PPL. As a preliminary matter, the Complainant was asked whether the Commission should update the email address used for service in this proceeding. Mr. Ortiz stated that the email address on his Complaint should continue to be used. Tr. 6-7.

We discussed whether Mr. Ortiz would like to continue the hearing to have additional time to prepare. He stated that he was ready to go forward with the hearing the same day and did not wish to provide any additional exhibits. Tr. 7. Given the timing of its receipt of the Complainant's exhibit, the Company was also asked whether it wanted more time to prepare. Attorney Wade indicated that she was prepared to go forward with the hearing but would like to keep the evidentiary record open to submit any additional objections after the Company had more opportunity to review the Complainant's exhibit. Tr. 8-9, 91-92.

Mr. Ortiz represented himself and testified on his own behalf. He offered his exhibit for admission into the record, and it was marked as Ortiz Exhibit 1. Broadly, Ortiz Exhibit 1 provides a list of facts alleged by the Complainant and the Commission regulations that he believes that PPL has violated. The exhibit also provides the Complainant's assessment of two of the Company's exhibits. Tr. 25-26.

PPL objected to the admission of Ortiz Exhibit 1, *inter alia*, because it contained legal argument and hearsay statements, and requested relief outside the scope of the Complaint. Tr. 25-26. I held ruling on the exhibit, in part, because it raised questions about PPL exhibits that had not yet been presented or addressed on the record

and Mr. Ortiz would have the opportunity to ask the Company's witness questions after the exhibits were presented. Tr. 26-28.

Next, PPL presented the testimony of Ms. Dana Delong, a senior customer service representative, who sponsored nine exhibits on behalf of the Company. PPL Exhibits 1 through 9 were admitted into the record without objection. Both parties conducted cross-examination and were afforded an opportunity to provide closing statements. Tr. 96-97. Mr. Norman declined to make a closing statement. Tr. 96. Ms. Wade gave a brief statement about PPL's position. Tr. 97-99. No briefs were filed.

To provide reasonable opportunity for PPL to review Ortiz Exhibit 1, I provided one week, until November 21, 2025, for the Company to submit objections, if any, in writing. Tr. 91. I directed that any reply by Mr. Ortiz should be filed by December 3, 2025. I advised the parties that a written order memorializing those deadlines would be issued. Tr. 96.

On November 21, 2025, PPL filed a letter objecting to the admission of Ortiz Exhibit 1 into the record (PPL Objections).<sup>2</sup>

Subsequent review of the record revealed that the prepared order memorializing the deadlines for objections and reply had not been issued. Accordingly, on December 11, 2025, I issued an interim order setting a new deadline of December 23, 2025 for Mr. Ortiz to file any reply to PPL's objections. Mr. Ortiz did not file a reply.

On January 28, 2026, I issued an interim order sustaining PPL's Objections and denying the request for admission of the Complainant's exhibit.

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<sup>2</sup> The bases for PPL's objections and my ruling on admission of the exhibit are addressed in the discussion below and not repeated here.

The evidentiary record in this proceeding consists of the transcripts of the initial evidentiary hearing (101 pages), and the following exhibits:

- PPL Electric Exh. 1: Account Activity Statement (Rockway)
- PPL Electric Exh. 2: Account Contact History (Rockway)
- PPL Electric Exh. 3: BCS Case 5/27/2025
- PPL Electric Exh. 4: Account Activity Statement (Windemere)
- PPL Electric Exh. 5: Account Contact History (Windemere)
- PPL Electric Exh. 6: Payment Arrangement History (Windemere)
- PPL Electric Exh. 7: Termination Notice (Windemere)
- PPL Electric Exh. 8: Account Activity Statement (Woodridge)
- PPL Electric Exh. 9: Account Contact History (Woodridge)

This matter is ready for ruling. For the reasons discussed below, the Complaint will be denied.

#### FINDINGS OF FACT

1. The Complainant is Carlos Ortiz.
2. The Respondent is PPL Electric Utilities Corporation.
3. Between 2021 and 2025, Mr. Ortiz contacted PPL to establish residential electric service for three properties in Lake Ariel, Pennsylvania. Tr. 14-15, 20-21; PPL Exhs. 1, 4, 8.
4. Mr. Ortiz had service in his name at 1664 Windemere Lane, Lake Ariel, Pennsylvania (Windemere) from August 19, 2021 to May 9, 2023. Tr. 59-60, 68-69; PPL Exhs. 4, 5.
5. When service at Windemere transferred to a new account holder on May 9, 2023, the unpaid balance on the account was \$3,809.84. PPL Exh. 4.

6. Mr. Ortiz had service in his name at 693 Woodridge Drive, Lake Ariel, Pennsylvania (Woodridge) from December 22, 2022 to April 27, 2023. Tr. 59-60, 68-69; PPL Exhs. 8, 9.

7. When service at Woodridge transferred to a new account holder on April 27, 2023, the unpaid balance on the account was \$2,060.72. PPL Exh. 8.

8. Mr. Ortiz had service in his name at 277 Rockway Road, Lake Ariel, Pennsylvania (Rockway) from February 28, 2025 to October 10, 2025. Tr. 59-60, 68-69; PPL Exhs. 1, 2.

9. When service at Rockway transferred to a new account holder on October 10, 2025, the outstanding balance for the Rockway account was \$6,556.73. PPL Exh. 1.

10. PPL transferred the outstanding balance of \$3,809.84 from the Windemere account to the Rockway account on March 3, 2025. PPL Exhs. 1, 2, 4, 5.

11. PPL transferred the outstanding balance of \$2,060.72 from the Woodridge account to the Rockway account on March 3, 2025. PPL Exhs. 1, 2, 8, 9.

12. Mr. Ortiz opened the Windemere, Woodridge and Rockway accounts in his name for a company that he worked for, as a member of a crew that renovated the houses. Tr. 23, 31, 36.

13. Mr. Ortiz did not own any of the properties and did not live there while electric service was in his name. Tr. 20-22, 24.

14. Mr. Ortiz did not work past 5:00 p.m. and was not always present when other people were in the homes. Tr. 23-24, 30.

15. Mr. Ortiz was not with the crews renovating the homes every day. Tr. 33.

16. All three houses had electric baseboard heating for some period while service was in Mr. Ortiz's name. Tr. 30.

17. The highest metered usage at Windemere was during the months in 2022 and 2023 with the most heating degree days. PPL Exh. 4.

18. For Windemere, the highest usage also occurred in the few months before the month the house was sold, which is when Mr. Ortiz testified that the renovations occurred. Tr. 16, 32; PPL Exh. 8.

19. Dana Delong is a senior customer service representative employed by PPL. Tr. 41.

20. All billed charges for Windemere and Woodridge were based on actual meter readings. Tr. 45, 47-48; PPL Exhs. 4, 8.

21. PPL Exhibit 4 is an account activity statement prepared by PPL for Windemere. The chart below reflects the usage-related data from PPL Exhibit 4 and aligns the months for ease of comparing 2022 and 2023. The four highest bills – dollars and kilowatt hour (kWh) usage – for those years are shaded.

Bill Issued	Usage Charges (\$)	kWh	Days	Degree Days Heating/Cooling
12/6/2021	210.09	1615	32	820/00
1/6/2022	233.73	1617	31	855/00
2/4/2022	277.88	2017	29	1248/00
3/7/2022	306.34	2236	31	1004/00
4/5/2022	96.15	619	29	671/00
5/5/2022	57.42	323	30	424/02
6/6/2022	24.04	63	32	80/91
7/7/2022	22.57	44	30	13/164
8/4/2022	63.75	54	29	00/337
9/2/2022	42.65	168	29	00/263
10/4/2022	36.00	125	32	142/68
11/2/2022	33.91	113	29	384/00

Bill Issued	Usage Charges (\$)	kWh	Days	Degree Days Heating/Cooling
12/2/2022	285.44	1599	30	639/08
1/19/2023	366.12	4439	35	1057/00
2/2/2023	867.73	3177	27	849/00
3/6/2023	623.59	5317	32	914/00
4/4/2023	1033.18	4210	29	728/00
5/4/2023	821.28	1421	30	360/29
5/9/2023	42.47	117	5	60/00

22. PPL Exhibit 8 is an account activity statement prepared by PPL for Woodridge. The chart below reflects the usage-related data from PPL Exhibit 8. It shows that Mr. Ortiz was billed the following charges for kWh usage for the Woodridge account:

Bill Issued	Usage Charges (\$)	kWh	Days	Degree Days Heating/Cooling
3/29/2023	1451.35	7377	74	2148/00
4/4/2023	473.72	2394	29	728/00
4/27/2023	135.65	647	23	247/29

23. After the Windemere and Woodridge accounts closed, PPL sent the unpaid balances to collection agencies. Tr. 64-66.

24. After Mr. Ortiz opened the Rockway account, PPL identified the unpaid balances for Windemere and Woodridge, pulled the balances back from the collection agencies, and transferred them to the Rockway account. Tr. 67; PPL Exhs. 1, 4, 8.

25. The amount charged off and transferred from the Windemere account totaled \$3,809.84. Tr. 68; PPL Exh. 4.

26. The balance charged off and transferred from the Woodridge account was \$2,060.72. Tr. 67-68; PPL Exh. 8.

27. The total balance transferred to Rockway was \$5,870.56 (\$3,809.84 + \$2,060.72). PPL Exh. 1 (Rockway).

28. The unpaid balances on the Windemere and Woodridge accounts accrued within four years of the date that Mr. Ortiz opened the Rockway account in February 2025. Tr. 68-69; PPL Exhs. 5, 9.

29. Mr. Ortiz has not paid the Windemere or Woodridge account balances that were transferred to the Rockway account. Tr. 17, 39.

30. PPL's records show that Mr. Ortiz called the Company on December 22, 2022 to request a connection of service for Woodridge, and service was established that day. PPL Exh. 9.

31. PPL's records show that the Company issued a termination notice for the Windemere account and the next day, on March 9, 2022, PPL returned a call to Mr. Ortiz for that account. PPL Exh. 5; Tr. 86-87.

32. Mr. Ortiz is not a PPL customer as of October 10, 2025. PPL Exh. 2.

## DISCUSSION

### *Legal Standards*

#### *Burden of Proof*

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). 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 (1990). The offense must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701. As the individual who filed the Complaint in this proceeding, Mr. Ortiz bears the burden of proof. 66 Pa.C.S. § 332(a).

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 a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *see also*, *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

Any 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. Dept. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

#### *High billing complaints*

Where a complainant alleges overbilling by their utility provider, the Commission utilizes the *Waldron* rule. *See Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980) (*Waldron*).

*Waldron* and its progeny hold that to establish a *prima facie* case of overbilling, the Complainant must prove, by a preponderance of the evidence: (1) that the number of occupants in the household has not changed; (2) that the potential for energy utilization was low; and (3) that the complainant’s billing history shows no prior abnormalities. *Waldron; Replogle v. Pa. Elec. Co.*, 54 Pa.P.U.C. 528 (1980). Once the Complainant shows a *prima facie* case, the burden of proof shifts to PPL; however, the burden of persuasion never shifts and always remains with the Complainant. *Id.*

The Commonwealth Court of Pennsylvania clarified the *Waldron* rule in *Milkie*, holding:

While the rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a prima facie case of **overbilling** by a utility company, we believe this view is too restrictive. Rather, the controlling principle is that even where the utility can present evidence that it has tested the customer's meter and found it to be accurate, the customer may, nonetheless, prove his case by circumstantial evidence which would support a finding that the metered usage exceeded the actual usage. Thus, as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal *direct* proof that his meter had malfunctioned.

*Milkie*, 768 A.2d at 1219-20 (citing *Burleson*, 461 A.2d at 1235) (emphasis in original).

In *Thomas v. PECO Energy Co.* Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011) (*Thomas*), the Commission contemplated the types of evidence that might establish a *prima facie* case pursuant to *Waldron*:

[C]onsistent with our holding in *Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010) (*Bennett*), the *Waldron* Rule allows a complainant to establish a prima facie case in a “high bill” Complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. In evaluating a “high bill” Complaint, the Commission may consider such evidence as “the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.”

*Thomas* at 5 (citing *Bennett* at 6).

### *Balance Transfer*

The Commission's regulations allow a utility to transfer a customer's unpaid balance to a new residential service account of the same customer as follows:

(b) In the event of discontinuance or termination of service at a residence or dwelling in accordance with this chapter, a public utility may transfer an unpaid balance to a new residential service account of the same customer.

52 Pa. Code § 56.16(b).

### *Reasonable service*

Utility companies are required by law to provide their customers with adequate and reasonable service. Section 1501 of the Code states:

#### **§ 1501. Character of service and facilities.**

Every public utility shall furnish and maintain adequate, efficient, safe and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons, employees and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the Commission.

66 Pa.C.S. § 1501. This section does not require utility companies to provide perfect service. *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super 1987).

*Complaint and Relief Requested*

Between August 19, 2021 and October 10, 2025, Mr. Ortiz had residential electric service in his name at three service addresses in Lake Ariel, Pennsylvania: 1664 Windemere Lane; 693 Woodridge Drive; and 277 Rockway Road. Tr. 14-15, 20-21; PPL Exhs. 1, 4, 8.

A company owned the properties. Tr. 20-21, 24. Mr. Ortiz worked for the company as a member of a crew that renovated the homes located there.<sup>3</sup> Tr. 23, 31, 36. All three accounts were closed when third parties, presumably the new owners or tenants of the renovated houses, contacted PPL to establish new electric service in their name. Tr. 61, 68-69; PPL Exhs. 2, 5, 9. The account dates and service locations are reflected in the following chart:

	Opened <sup>4</sup>	Closed <sup>5</sup>	Period (approx.)
Windemere	August 19, 2021	May 9, 2023	21 months
Woodridge	December 22, 2022	April 27, 2023	4 months
Rockway	February 28, 2025	October 10, 2025	9 months

At the hearing in this matter, Mr. Ortiz testified and explained the reasons for his Complaint. He explained that the charges in question were balances transferred from his prior accounts (Windemere and Woodridge) to his Rockway account.<sup>6</sup> He identified two concerns about the charges. First, that PPL overstated the electric usage at

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<sup>3</sup> Mr. Ortiz no longer works for the company. Tr. 36.

<sup>4</sup> Tr. 59-60; PPL Exh. 2 (Rockway); PPL Exh. 9 (Woodridge).

<sup>5</sup> Tr. 68-69; PPL Exh. 2 (Rockway); PPL Exh. 5 (Windemere); PPL Exh. 9 (Woodridge).

<sup>6</sup> By the time of the hearing on November 14, 2025, the Rockway account had been closed when service was transferred to a new account holder on October 10, 2025. PPL Exh. 2.

the Windemere and Woodridge houses because no one lived in the homes while the accounts were in his name. Tr. 13-16. He believes this may be due to PPL not reading the meters and billing based on estimates. Tr. 16, 24. Second, Mr. Ortiz alleges that the debt for the Windemere and Woodridge accounts was already charged off to debt collection agencies and should not be re-aged by adding it to the new account. Tr. 13-16. Mr. Ortiz also testified that he attempted to call PPL several times during 2022 and 2023 to inquire about the amounts billed but PPL never returned his calls. Tr. 16, 18.

As relief, Mr. Ortiz wants PPL to calculate the amounts owed for Windemere and Woodridge based on the correct usage, and he does not want to be charged for debt that PPL already sent to collections. Tr. 18. If the amount is corrected, he would consider a payment arrangement. Tr. 19.

### *Analysis*

#### *Usage*

Mr. Ortiz contends that electric usage should have been minimal for the duration of the accounts (1) because no one lived in the homes and (2) based on the usual practices of the crews renovating the homes. Tr. 13-16, 33. He testified that the renovators usually remove the baseboard heating and appliances at the beginning of the project. Tr. 30-31. At the end of the project, Mr. Ortiz said that the baseboard heaters would probably be put back in the last month of service before a house is sold, and set at low or not used at all. Tr. 32, 34. In particular, it did not make sense for usage to be as high as what PPL billed for the winter months, when there were no air conditioners being used or baseboard heaters in the houses. Tr. 22-23. He stated that most power tools are run using batteries or the crew's generators and, if connected to an outlet, only connected for a couple cuts here and there. Tr. 33-34. "So we really don't use electricity that much in these houses other than lights." Tr. 34.

As discussed further below, the Complainant testified that he did not talk to PPL about his high bill concerns while the Windemere and Woodridge accounts were active because PPL did not return his calls. Tr. 16-18, 27, 38-39. He also testified that, to his understanding, while he had the Windemere and Woodridge accounts, PPL was overcharging customers in the Pocono area by not reading meters and billing based on estimated usage. Tr. 16, 24.

PPL presented the testimony of Dana Delong, a senior customer service representative employed by PPL. Tr. 41. Ms. Delong testified that Mr. Ortiz's bills are accurate, and that all billed charges were based on actual meter readings.<sup>7</sup> Tr. 47-48; PPL Exh. 4 (Windemere); PPL Exh. 8 (Woodridge).

The Company provided the account activity statements for Mr. Ortiz's three accounts as exhibits. PPL Exh. 1 (Rockway), PPL Exh. 4 (Windemere), PPL Exh. 8 (Woodridge). The chart below reflects the usage-related data that PPL provided for Windemere. PPL Exh. 4. The months are aligned for ease of comparing 2022 and 2023, and the four highest bills and usage are shaded.

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<sup>7</sup> Ms. Delong testified that a bill based on estimated usage was originally generated on January 9, 2023 for the Windemere account; this bill was canceled when a bill based on actual usage was generated. Tr. 47; PPL Exh. 4.

Bill Issued	Usage Charges (\$)	kWh	Days	Degree Days Heating/Cooling
12/6/2021	210.09	1615	32	820/00
1/6/2022	233.73	1617	31	855/00
2/4/2022	277.88	2017	29	1248/00
3/7/2022	306.34	2236	31	1004/00
4/5/2022	96.15	619	29	671/00
5/5/2022	57.42	323	30	424/02
6/6/2022	24.04	63	32	80/91
7/7/2022	22.57	44	30	13/164
8/4/2022	63.75	54	29	00/337
9/2/2022	42.65	168	29	00/263
10/4/2022	36.00	125	32	142/68
11/2/2022	33.91	113	29	384/00

Bill Issued	Usage Charges (\$)	kWh	Days	Degree Days Heating/Cooling
12/2/2022	285.44	1599	30	639/08
1/19/2023	366.12	4439	35	1057/00
2/2/2023	867.73	3177	27	849/00
3/6/2023	623.59	5317	32	914/00
4/4/2023	1033.18	4210	29	728/00
5/4/2023	821.28	1421	30	360/29
5/9/2023	42.47	117	5	60/00

PPL Exh. 4 (Windemere).

As noted above, the Woodridge account was in Mr. Ortiz's name for four months, from December 22, 2022 to April 27, 2023. PPL Exh. 5. The account activity statement for Woodridge shows that Mr. Ortiz was billed the following charges for usage:

Bill Issued	Usage Charges (\$)	kWh	Days	Degree Days Heating/Cooling
3/29/2023	1451.35	7377	74	2148/00
4/4/2023	473.72	2394	29	728/00
4/27/2023	135.65	647	23	247/29

PPL Exh. 8 (Woodridge). The bill issued on April 4, 2023 reflected charges for kWh usage 29 days from March 6, 2023 to April 4, 2023. PPL Exh. 8. The bill issued on March 29, 2023 reflected charges for usage for the prior 74 days, from December 22, 2022 to March 5, 2023. *Id.*

Ms. Delong addressed the roughly 2.5 month billing period, as follows:

This is a case where your billing was delayed initially, so you got a bill that covered 74 days instead of a typical one month cycle or, well, that bill usually runs about 26 to 35 days. That you got more than one cycle on this initial bill. So that's why it's showing up that way. It came out all in one bill, those 74 days.

Tr. 79-80.

Considering the totality of evidence, I find that Mr. Ortiz did not present sufficient evidence to meet his burden of proof under the *Waldron* rule as clarified by the Commission in *Bennet* and *Thomas*. Considering the billing history of Mr. Ortiz's Windemere account, the documentation provided shows that bills for service in the winter months roughly tripled from 2022 to 2023, and that usage in March 2023 was approximately 10 times his usage for March 2022. However, Mr. Ortiz did not establish that the potential for energy utilization at the homes was low or constant. His testimony shows that he did not exercise control over electric usage at the Windemere or Woodridge properties. He did not own them, reside there, did not work past 5:00 p.m., and was not always present when other people were in the homes. Tr. 23-24, 30. He acknowledged that his belief that electric usage should have been lower was based on his understanding of the way the crews practiced, and he was not with the crews every day to have specific knowledge.<sup>8</sup> Tr. 33.

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<sup>8</sup> Based on his testimony that Windemere and Woodridge were being renovated at the same time, i.e. during the winter of 2022-2023, Mr. Ortiz could not have been present at all times with crews at both houses. *See* Tr. 32-33.

While Mr. Ortiz asserted that the crews did not use the homes' electricity for heating, the highest metered usage at Windemere was during the months in 2022 and 2023 with the most heating degree days. PPL Exh. 4. Even if the baseboard heaters were not installed or used, the increase in usage could be reasonably explained by crews plugging in other heating sources during the winter months. For Windemere, the highest usage also occurred in the few months before the month the house was sold, which is when Mr. Ortiz testified that the renovations occurred. Tr. 16, 32.

For Woodridge, as discussed above, the account statement does not provide a monthly breakdown of metered usage for the initial billing periods in 2023. However, Mr. Ortiz did not claim that the bill for a particular month at Woodridge was high; he asserted the total billed for four months of electric service was unreasonably high for a 900 square foot house that was renovated while no one lived there. Tr. 16, 18, 32. Given the short duration the account was in his name, however, there is no "pattern" of electric usage to show that metered usage was abnormally high. Rather, as for Windemere, renovations occurred during the winter months and while there was varying potential for energy usage based on changes to the home, baseboard heating and appliances, and whether the home was being shown to potential buyers.

Based on the foregoing, Mr. Ortiz did not produce sufficient evidence to support a finding that higher billed usage for Windemere or Woodridge was due to PPL's error. This conclusion is further supported by the fact that billing for the Windemere and Woodridge accounts was based on actual meter reads. Tr. 45, 47-48; PPL Exh. 4 (Windemere), PPL Exh. 8 (Woodridge).

### *Balance Transfer*

As identified above, Mr. Ortiz also objected to debt from former accounts being added to the Rockway account. Relevant to this issue, Mr. Ortiz testified that, after those accounts were shut off, he was contacted by collection agencies about the Windemere and Woodridge debt. Tr. 13, 16, 21, 37-39. According to Mr. Ortiz, he challenged the claims and that was the last he heard of it until he received a termination notice for the Rockway account in March 2025. Tr. 39. Mr. Ortiz stated that, after he filed an informal complaint, he learned that PPL had sent the debt from the Windemere and Woodridge addresses to the new account. Tr. 17.

PPL witness Delong confirmed that, after the Windemere and Woodridge accounts closed, PPL sent the unpaid balances to collection agencies. Tr. 64-66. She also testified that, when a customer opens a new account, PPL's system will check to see if they have any unpaid balances. Tr. 66. If any unpaid balances are with a collection agency, PPL can pull them back and transfer them to the customer's new account. Tr. 56, 66. Ms. Delong stated that, after Mr. Ortiz opened the Rockway account, the unpaid balances for Windemere and Woodridge were identified, pulled back from the collection agencies, and transferred to the Rockway account. Tr. 67. This is reflected in PPL's account activity statements for the three accounts. As shown below, the final entries in PPL Exhibits 4 and 8 show the account balances being "charged off," the same amount being added back to the account, and then "transferred" on the same date. The entries showing subtractions and additions to the Windemere account are aligned and highlighted for ease of reference:

Date	Transaction Type	Transaction Amount
5/9/2023	Electric Service	\$24.98
5/9/2023	Regular Bill	\$3809.84
9/1/2023	Charge Off	\$-0.70
9/1/2023	Charge Off	\$-0.30
9/1/2023	Charge Off	\$-0.06
9/1/2023	Charge Off	\$-42.47
9/1/2023	Charge Off	\$-32.20
9/1/2023	Charge Off	\$-19.29
9/1/2023	Charge Off	\$-4.44
9/1/2023	Charge Off	\$-3710.36
9/1/2023	Charge Off	\$-0.02

Date	Transaction Type	Transaction Amount
3/3/2025	Debit Uncollectible	\$0.02
3/3/2025	Debit Uncollectible	\$0.70
3/3/2025	Debit Uncollectible	\$0.06
3/3/2025	Debit Uncollectible	\$0.30
3/3/2025	Debit Uncollectible	\$19.29
3/3/2025	Debit Uncollectible	\$32.20
3/3/2025	Debit Uncollectible	\$4.44
3/3/2025	Debit Uncollectible	\$42.47
3/3/2025	Debit Uncollectible	\$3710.36
3/3/2025	Transfer	\$3809.84

PPL Exh. 4 (Windemere). The amount charged off and transferred totaled \$3,809.84. Tr. 68. The final entries for the Woodridge account are shown below.

Date	Transaction Type	Transaction Amount
4/27/2023	Electric Service	\$135.65
4/27/2023	Regular Bill	\$2060.72
8/21/2023	Charge Off	\$-2060.72
3/3/2025	Debit Uncollectible	\$2060.72
3/3/2025	Transfer	\$-2060.72

PPL Exh. 8 (Woodridge). The account balance charged off and transferred was \$2,060.72. Tr. 67-68.

The account entries for Rockway show the same amounts added on March 3, 2025:

Date	Transaction Type	Transaction Amount
03/03/2025	Transfer Debit	\$0.70
03/03/2025	Transfer Debit	\$4.44
03/03/2025	Transfer Debit	\$19.29
03/03/2025	Transfer Debit	\$32.20
03/03/2025	Transfer Debit	\$0.06
03/03/2025	Transfer Debit	\$3710.36
03/03/2025	Transfer Debit	\$0.02
03/03/2025	Transfer Debit	\$2060.72
03/03/2025	Transfer Debit	\$0.30
03/03/2025	Transfer Debit	\$42.47

PPL Exh. 1 (Rockway). The total balance transferred was \$5,870.56 (\$3,809.84 + \$2,060.72).

Section 56.16(b) of the Commission’s regulations provides for balances to be transferred as follows: “In the event of discontinuance or termination of service at a residence or dwelling in accordance with this chapter, a public utility may transfer an unpaid balance to a new residential service account of the same customer.” 52 Pa. Code § 56.16(b).

The regulations also provide that, in the circumstance where an applicant or customer seeks to restore service to a property where they resided when an outstanding balance accrued, the utility may require payment for the balance accrued up to four years prior to the date of the request that service be restored. 52 Pa. Code § 56.191(d). The four-year limitation also appears in other provisions of Chapter 56, including Sections 5.16 (previously unbilled service) and 56.35 (payment of outstanding balance). 52 Pa. Code §§ 56.16, 56.35. While these provisions do not apply to the instant matter, it is noted that the balances transferred from the Windemere and Woodridge accounts were accrued within four years of the date that Mr. Ortiz opened the Rockway account in February 2025. Tr. 68-69; PPL Exhs. 5, 9.

The record evidence does not establish that PPL violated the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission by transferring the unpaid balances from the Windemere and Woodridge accounts to Mr. Ortiz's Rockway account. Mr. Ortiz testified that he did not pay the Windemere or Woodridge account balances that were transferred to the Rockway account. Tr. 17, 39. As Mr. Ortiz did not meet his burden of showing that he was incorrectly billed for the Windemere and Woodridge accounts, and the amounts transferred match the unpaid balances on those accounts, the Complainant has not established that the balance transfers were improper or inaccurate.

### *Return Calls*

Mr. Ortiz testified that he attempted to call PPL during 2022 and 2023 to inquire about the amounts billed for electric service to the Windemere and Woodridge properties but PPL never returned his calls. Tr. 16, 18, 27. He stated:

I did make several attempts to call PP&L, but the number was always busy. It would take, they would tell you it takes four to five hours to call you back. So I never received any phone calls. So I just moved on and that's it.

Tr. 16.

PPL provided customer contact history for the Windemere, Woodridge and Rockway accounts. PPL Exh. 2 (Rockway); PPL Exh. 5 (Windemere); PPL Exh. 9 (Woodridge). Relevant to 2022 and 2023, those records show that Mr. Ortiz called PPL on December 22, 2022 to request a connection of service for Woodridge. PPL Exh. 9. Service was established that day. *Id.* The records also show that PPL issued a termination notice for the Windamere account and the next day, on March 9, 2022, PPL returned a call to Mr. Ortiz for that account. PPL Exh. 5; Tr. 86-87.

After review of the record, I find that Mr. Ortiz did not meet his burden of proving that PPL provided unreasonable service by not answering or returning his calls during 2022 and 2023. Although Mr. Ortiz argued this was the case, he provided insufficient evidence to support this assertion. He did not attempt to quantify the number of times that he called PPL or relate the timing of his calls to receipt of a particular bill or event regarding the account. He did not rebut PPL's testimony that PPL called him back on March 9, 2022.

#### *Payment Arrangement*

Mr. Ortiz indicated on his Complaint form that he was seeking a payment arrangement "if needed." However, Mr. Ortiz is no longer a PPL customer as of October 10, 2025 when electric service to the Rockway account was transferred out of his name. PPL Exh. 2. The Commission's regulations limit eligibility for payment arrangements to individuals who are a "customer" or "applicant" for service. *See* 52 Pa. Code § 56.2, 56.151, 56.191. As Mr. Ortiz does not have service with PPL and no evidence was presented to show that he is seeking to establish or restore service, there is no basis for a Commission-directed payment arrangement.

Therefore, this requested relief will not be granted.

#### *Ortiz Exhibit*

As a final matter, I will address the exclusion of an exhibit presented by Mr. Ortiz for admission into the evidentiary record, identified as Ortiz Exhibit 1. The basis for my ruling was set forth in an interim order issued on January 28, 2026, in which I sustained PPL's objection to the exhibit. Broadly, Ortiz Exhibit 1 provides a list of facts alleged by the Complainant and the Commission regulations that he believes that

PPL has violated. The exhibit also provides the Complainant's assessment of two of the Company's exhibits (PPL Exhibits 8 and 9).

PPL objected to admission of Ortiz Exhibit 1 on the basis that the exhibit "includes legal argument that is inappropriate for the evidentiary record, and requests relief that is outside of the scope of the Complaint." PPL Objections at 1. The Company argued, further, that the exhibit mischaracterizes Commission regulations. *Id.* The Company is correct that most of the exhibit is legal argument, not evidence. *See* 52 Pa. Code § 5.401(a). Moreover, during the hearing, the Complainant orally explained the claims raised by his complaint and was also given opportunity to make a closing argument. Tr. 12-14, 16-18, 26-28, 96. The references in the exhibit to regulations that are not relevant to those claims serve to distract from and confuse the issues. 52 Pa. Code § 5.401(b)(2)(ii). To the extent that the exhibit contains factual claims by Mr. Ortiz, those facts were made part of the record through the Complainant's testimony and through his cross-examination of PPL's witness, which has greater probative value because it was made under oath and subject to cross-examination. Tr. 12-40 (Ortiz); Tr. 72-82 (DeLong). As such, I found the facts claimed in Ortiz Exhibit 1 to be repetitious and cumulative and did not admit the exhibit into the evidentiary record. *See* 52 Pa. Code § 5.401(b)(1). Accordingly, the exhibit was not considered in reaching the instant Decision.

#### CONCLUSIONS OF LAW

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

2. The burden of proof in this proceeding is on the Complainant. 66 Pa.C.S. § 332(a).

3. “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

4. 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 (1990).

5. 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 a complainant. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

6. Any decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.

7. “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. Dept. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

8. A complainant may establish a prima facie case in a “high bill” complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. In evaluating a “high bill” complaint, the Commission may consider such evidence as “the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.” *Thomas v. PECO Energy Co.*, Docket No., C-2010-2187197 (Opinion and Order entered Nov. 15, 2011); *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980); *Replogle v. Pa. Elec. Co.*, 54 Pa.P.U.C. 528 (1980).

9. Every public utility shall furnish and maintain adequate, efficient, safe and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons, employees and the public. 66 Pa.C.S. § 1501.

10. A public utility may transfer an unpaid balance to a new residential service account of the same customer. 52 Pa. Code § 56.16(b).

11. Mr. Ortiz has failed to satisfy his burden of proof in this proceeding to demonstrate that his PPL bills were incorrect. 66 Pa.C.S. § 332(a).

12. Mr. Ortiz has failed to satisfy his burden of proof in this proceeding to demonstrate PPL did not provide him with reasonable service in answering or returning his calls. 66 Pa.C.S. § 332(a); 66 Pa.C.S. § 1501.

13. Mr. Ortiz is not eligible for a Commission-directed payment agreement under Chapter 56 of the Commission’s regulations, 52 Pa. Code Ch. 56, because he did not show that he is a “customer” or “applicant” for service as defined in 52 Pa. Code § 56.2.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Carlos Ortiz in the matter of Carlos Ortiz v. PPL Electric Utilities Corporation, Docket No. F-2025-3056999, is denied.
2. That the Secretary of the Commission mark this case as closed.

Date: April 28, 2026

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/s/  
Erin L. Gannon  
Administrative Law Judge