

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Patrece Glenn	:	
	:	
v.	:	F-2025-3054690
	:	
Aqua Pennsylvania, Inc.	:	

INITIAL DECISION

Before
Marta Guhl
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint of Patrece Glenn against Aqua Pennsylvania, Inc. because she failed to prove that the public utility violated a statute, regulation, Commission order or tariff.

HISTORY OF THE PROCEEDING

On April 14, 2025, Patrece Glenn (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission), against Aqua Pennsylvania, Inc. (Aqua)¹. The Complainant indicated that the utility was threatening to shut off or had already shut off her utility service. She also alleged that

¹ The Complaint is a timely appeal of an informal complaint submitted at Bureau of Consumer Services (BCS) Number 4046550 and is considered here *de novo*. 52 Pa. Code § 56.173 (a).

Aqua was engaged in unjust enrichment and that it should credit her account and provide a complete accounting of her payments and account. Ms. Glenn believed that the Company should accept her form of payment to the account and that her account was earning interest, which should be applied to the account.

On May 12, 2025², Respondent filed an Answer and New Matter to the Complaint. In its Answer, Respondent admitted that Complainant's service was terminated. However, Respondent denied the other material allegations of the Complaint. In New Matter, Respondent indicated that the Complainant was not allowed to determine what is considered the acceptable form of payments to the utility.

On June 20, 2025, an Initial Telephonic Hearing Notice was issued that notified the parties an initial telephonic hearing had been scheduled on August 27, 2025, at 10:00 a.m. and the matter was assigned to me.

On June 20, 2025, a Prehearing Order was issued that also set forth the date and time of the hearing and informed the parties about applicable procedural rules.

On July 2, 2025, Respondent filed an Unopposed Motion for Continuance of the hearing on August 27, 2025, due to the unavailability of one of its witnesses. I granted the request via email and the parties were notified.

On August 26, 2025, a Cancel/Reschedule Initial Call-In Telephonic Hearing Notice was issued which cancelled the August 27, 2025, hearing and rescheduled the matter for an initial hearing on October 31, 2025, at 1:00 p.m.

² The Secretary's Bureau served the Complaint on the Respondent on April 22, 2025.

On October 31, 2025, the hearing proceeded as scheduled. The Complainant appeared *pro se* and presented her testimony. Complainant also offered ten exhibits at the hearing. Respondent was represented by counsel, Margaret Morris, Esquire and had two potential witnesses present.

After the Complainant presented her testimony, Aqua requested some time to discuss the restoration of service for the Complainant. We went off the record to allow the parties to discuss settlement. During this discussion, the parties were able to agree to terms related to the restoration of the Complainant's service. Aqua also requested that the matter be continued so that the parties could discuss possible settlement of the other issues in the Complaint. Aqua indicated that it would provide a status update on or before November 17, 2025, on the settlement negotiations. At that point, I indicated that the matter was continued and I would await the status report and if necessary, schedule a further hearing.

On November 13, 2025, Aqua provided a status update which indicated that the parties were unable to resolve the remaining issues involved in her Complaint.

On November 14, 2025, a Further Telephonic Hearing Notice was issued, and the matter was scheduled for a further hearing on January 20, 2026, at 10:00 a.m.

On January 20, 2026, the further hearing convened as scheduled. The Complainant did not appear for the further hearing. Respondent was represented by Margaret Morris, Esquire. Respondent presented testimony of Christopher Manning, a Financial and Rates Analyst with Aqua. Respondent offered two exhibits which were admitted into the record. Respondent objected to all of the Complainant's offered exhibits. Respondent's objections were sustained, and the Complainant exhibits were not

entered into the record in this matter. The Complainant never contacted my office to explain her failure to appear for the further hearing.

The record closed on February 13, 2026, when I received my copy of the January 20, 2026 hearing transcript. This matter is now ripe for a decision.

FINDINGS OF FACT

1. Complainant is Patrece Glenn.
2. Respondent is Aqua Pennsylvania, Inc.
3. Complainant resides at 1206 Calcon Drive, Sharon Hill, Pennsylvania 19079 (service address), where she received water service from Respondent. Tr. 11-12.
4. Complainant's water service was terminated on October 27, 2025. Tr. 12.
5. Complainant's water service was reconnected on or about October 31, 2025. Tr. 49.
6. Complainant did not have to pay any security deposit to Respondent. Tr. 68.
7. Respondent's tariff under Rule 11 accepts payments to accounts in the form of cash at a valid payment center, credit card, debit card, ATM card, personal check, business check, money order issued by a properly licensed financial institution or

other commercially acceptable form of payment as determined by Aqua. Tr. 66; Aqua Exh. 1.

8. Complainant has not used an acceptable form of payment towards her account balance. Tr. 69.

9. Aqua has not assigned or securitized the Complainant's account. Tr. 69.

10. The Company has not been holding any deposit for the Complainant's account. Tr. 70.

11. Aqua does not sell applications for service as assets and does not securitize them. Tr. 70.

12. The Complainant has not earned any interest on her account with Aqua. Tr. 71-72.

13. The Complainant's application for service is not an asset for the Company. Tr. 72.

14. Aqua owns the water main, meter and all other assets used to provide water service to customers, and the Complainant owns the customer-side service line. Tr. 71.

15. Complainant requested service of documents by the Commission via First Class Mail. Formal Complaint ¶ 9.

16. The Further Telephonic Hearing Notice issued by the Commission on November 14, 2025, was served on the Complainant via First Class Mail and eService.

17. The Further Telephonic Hearing Notice was not returned as being undeliverable.

18. The Complainant did not appear for the further hearing on January 20, 2026.

19. The Complainant has not contacted the Commission to explain her failure to appear at the further hearing on January 20, 2026.

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). 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 her 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).

A violation of the Code can occur when a utility fails to provide reasonable service. The requirement to provide reasonable service is found in Section 1501 of the Code and states, in part, as follows:

§ 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. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service...

66 Pa.C.S. § 1501

A public utility is entitled to receive payment for the service it provides. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982). Specifically, a customer must pay for the utility service that they consume. E.g., *Scaccia v. W. Penn Power Co.*, 55 Pa.P.U.C. 637 (1982).

Ms. Glenn contends that Aqua has securitized her account and that any interest earned should be applied to her balance. The Complainant basically disputes the forms of payment that are acceptable for the balance on her account.

It should be noted that while the Complainant's water service was terminated on October 27, 2025, water service was reconnected on or about October 31, 2025. Tr. 12, 49. Complainant did not have to pay any security deposit to Respondent. Tr. 68.

Aqua presented the testimony of Christopher Manning who is a Financial and Rates Analyst with the Company. Mr. Manning testified that Respondent's tariff under Rule 11 accepts payments to accounts in the form of cash at a valid payment center, credit card, debit card, ATM card, personal check, business check, money order issued by a properly licensed financial institution or other commercially acceptable form of payment as determined by Aqua. Tr. 66; Aqua Exh. 1. Mr. Manning noted that Complainant has not used any acceptable form of payment towards her account balance since her service was reconnected on October 31, 2025. Tr. 69. Mr. Manning also explained that Aqua has not assigned or securitized the Complainant's account. Tr. 69.

Mr. Manning further testified that the Company has not been holding any deposit for the Complainant's account. Tr. 70. Mr. Manning stated that Aqua does not sell applications for service as assets and does not securitize them. Tr. 70. He indicated that Complainant has not earned any interest on her account with Aqua. Tr. 71-72. He also noted that Complainant's application for service is not an asset for the Company. Tr.

72. Mr. Manning explained that Aqua owns the water main, meter and all other assets used to provide water service to customers, and that the Complainant owns the customer-side service line. Tr. 71.

A public utility's Commission-approved tariff is prima facie reasonable, has the full force of law, and is binding on the utility and the customer. 66 Pa.C.S. § 316; *Kossman v. Pa. Pub. Util. Comm'n*, 694 A.2d 1147 (Pa. Cmwlth. 1997); *Stiteler v. Bell Tel. Co. of Pa.*, 379 A.2d 339 (Pa. Cmwlth. 1977). Further, assertions, personal opinions, or perceptions do not constitute evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987). A customer is not relieved of the obligation to pay for service that they asked for and consumed. *Steinour v. FirstEnergy Pa. Elec. Co.*, Docket No. F-2024-3049862 (Opinion and Order entered Apr. 24, 2025).

The Complainant's assertions were generally not reasonable and her argument that her account is earning interest, and she should not have to make payments, has no established legal or factual basis. It is not reasonable to expect that the Respondent should have accepted the Complainant's theory that her account is securitized and earning interest which could be applied to her account balance. Respondent presented its Tariff Rule 11 which lays out the acceptable forms of payment. The Complainant has failed to present any evidence that she has made payments to her account via an acceptable form of payment. There is no evidence in the record that Respondent provided unreasonable service to Complainant, because it would not accept her form of payment. Accordingly, I find that Complainant failed to meet her burden of proof to establish Respondent violated a statute, regulation, Commission order or tariff.

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. A public utility is required to provide adequate, efficient, safe, and reasonable service. 66 Pa.C.S. § 1501.
3. 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).
4. A public utility's Commission-approved tariff is *prima facie* reasonable, has the full force of law, and is binding on the utility and the customer. 66 Pa.C.S. § 316; *Kossman v. Pa. Pub. Util. Comm'n*, 694 A.2d 1147 (Pa. Cmwlth. 1997); *Stiteler v. Bell Tel. Co. of Pa.*, 379 A.2d 339 (Pa. Cmwlth. 1977).
5. Assertions, personal opinions, or perceptions do not constitute evidence. *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).
6. A public utility is entitled to payment for services provided to customers. *Scaccia v. West Penn Power Co.*, 55 Pa.P.U.C. 637 (1982).
7. Complainant failed to present evidence to meet her burden that Respondent violated a statute, regulation, Commission order or tariff. 66 Pa.C.S. § 332(a).

