**BEFORE THE**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michael Scotto :

:

v. : C-2014-2414070

:

PPL Electric Utilities Corporation :

**INITIAL DECISION**

Before

Joel H. Cheskis

Administrative Law Judge

INTRODUCTION

This Decision grants in part and denies in part a formal Complaint filed by a customer of a utility who complained that: 1) there are incorrect charges on his bill because his meter was not accurate, 2) he would like a payment agreement and 3) the utility inappropriately entered his property to inspect his meter. The portion of the Complaint seeking a payment agreement will be sustained. However, the portions of the Complaint regarding any incorrect charges or inappropriate actions by the Company will be dismissed because the customer has failed to satisfy his burden of demonstrating that the Company’s actions violate the Public Utility Code, a Commission Order or regulation or any Commission-approved Company tariff.

HISTORY OF THE PROCEEDING

On April 1, 2014, Michael Scotto filed with the Pennsylvania Public Utility Commission (Commission) a formal Complaint against PPL Electric Utilities Corporation (PPL or “the Company”), Docket Number C-2014-2414070. In his Complaint, Mr. Scotto averred that there are incorrect charges on his bill and that he would like a payment agreement. Mr. Scotto noted that his income is below 200% of the federal poverty level and that he should be receiving financial assistance through PPL’s customer assistance program (CAP). Mr. Scotto added, however, that he was having problems receiving the CAP assistance and also had problems with budget billing. Mr. Scotto further averred that PPL was incorrectly overcharging him $1,100 and that he was threatened with shutoff. Mr. Scotto requested that his bills be reviewed for accuracy, he be placed back on CAP and that PPL cease and desist from any attempted shutoffs.

On April 22, 2014, PPL filed an Answer to Mr. Scotto’s Complaint. In its Answer, PPL denied that there are any incorrect charges on Mr. Scotto’s bill or that it failed to enroll him in CAP. PPL added that Mr. Scotto was removed from CAP when he exceeded his benefit allotment for the year. PPL concluded its Answer by requesting that the Commission deny Mr. Scotto’s Complaint.

On May 19, 2014, the Commission issued a Telephonic Hearing Notice scheduling an Initial Telephonic Hearing in this matter for Tuesday, June 24, 2014 at 10:00 a.m. and assigning me as the Presiding Officer. On May 22, 2014, a Prehearing Order was issued setting forth the various procedural rules that would govern the Hearing.

The Hearing convened on June 24, 2014 as scheduled. Mr. Scotto appeared *pro se*. Graig Schultz, Esquire, appeared on behalf of the Company. Prior to commencing the Hearing, the parties were offered an opportunity to engage in settlement discussions. At the conclusion of those discussions, the parties indicated that a settlement had been reached and that a Certificate of Satisfaction would be filed with the Commission formally closing the case. On June 24, 2014, PPL filed a Certificate of Satisfaction.

On July 2, 2014, however, Mr. Scotto filed an Objection to Certificate of Satisfaction and Settlement. In this filing, Mr. Scotto indicated that he objects to the settlement and requested his Complaint proceed to a Hearing. As such, Mr. Scotto exercised his right to object to the Settlement within 10 days of its filing pursuant to Section 5.24(c) of the Commission’s regulations.

As a result, the Commission issued a Telephonic Hearing Notice on July 3, 2014 establishing a Further Telephonic Hearing for Friday, August 1, 2014 at 10:00 a.m. On July 8, 2014, Prehearing Order #2 was issued confirming the scheduling of the Further Telephonic Hearing and informing the parties that the other provisions of the Prehearing Order dated May 22, 2014 remain in effect.

The Hearing was held in this case on August 1, 2014, as scheduled. Mr. Scotto appeared *pro se* and presented one witness and one exhibit that was admitted into the record. Kimberly Krupka, Esquire appeared on behalf of PPL and presented one witness who sponsored three exhibits that were admitted into the record. A transcript of 91 pages was created.

The record in this case closed on August 26, 2014 when the transcript was submitted to the Commission. Mr. Scotto’s Complaint is now ready for disposition. For the reasons discussed below, Mr. Scotto’s Complaint will be granted in part and denied in part.

FINDINGS OF FACT

1. The Complainant in this case is Michael Scotto.
2. The Respondent in this case is PPL Electric Utilities Corporation.
3. The Service Address is 19 Carriage Drive, Wernersville, PA.
4. PPL entered Mr. Scotto’s property on June 19, 2014 to replace his electric meter. Tr. 16-17, 20.
5. Mr. Scotto was enrolled in PPL’s CAP. Tr. 19.
6. There were times during the winters of 2012-2013 and 2013-2014 Mr. Scotto was using space heaters to heat his home. Tr. 23-24.
7. Mr. Scotto has a gas furnace in his home. Tr. 24.
8. Mr. Scotto noticed a few days after PPL changed his electric meter from an analog meter to a digital meter on June 19, 2014 that the change was made. Tr. 27.
9. Mr. Scotto did not experience any interruption in service when his meter was changed nor was there any damage to his property. Tr. 27-28.
10. Two people live at the Service Address and the total household income is approximately $900 per month. Tr. 28-29.
11. Scotto Exhibit Number 1 is a compilation of documents including monthly PPL bills for the Service Address and a Statement of Income. Tr. 29-30; Scotto Exh. No. 1.
12. Stefan Weidenbach is Mr. Scotto’s husband and lives at the Service Address. Tr. 33.
13. Mr. Weidenbach did not hear anyone from PPL knock or ring the doorbell at their home on June 19, 2014 when they came to access the meter. Tr. 35.
14. Mr. Weidenbach did not notice any harm or disruption to his property caused by PPL changing the meter. Tr. 37.
15. Kimberly Gerhard has been a customer service representative for PPL for eleven years and handles collections, high-bill complaints and questions concerning suppliers. Tr. 40.
16. PPL Exhibit Number 1 is the Account Activity Statement for Mr. Scotto’s account showing the amount of the regular monthly bill and the payments, among other things. PPL Exh. No. 1; Tr. 42.
17. The usage in the winter of 2013 was very high compared to the usage in the winter of 2012. PPL Exh. No. 1; Tr. 43.
18. On March 11, 2013, Mr. Scotto’s account began budget billing at a rate of $476 per month. PPL Exh. No. 1; Tr. 43.
19. Mr. Scotto’s use of space heaters during the winter of 2013 negatively affected the accuracy of the budget billing determination and caused a balance to accrue on Mr. Scotto’s account. PPL Exh. No. 1; Tr. 44-45.
20. Mr. Scotto was enrolled in OnTrack on July 15, 2013. Tr. 47, 53.
21. Mr. Scotto’s OnTrack benefit was reduced from $2,160 to $850 because the home is heated primarily with natural gas. Tr. 48.
22. Mr. Scotto’s OnTrack benefit allotment was $56.50 per month. Tr. 49.
23. Mr. Scotto was removed from the OnTrack program on January 30, 2014 when his benefit allotment was used up. Tr. 49-50.
24. The outstanding balance on Mr. Scotto’s account at the time of the Hearing was $3,350.57. PPL Exh. No. 1; Tr. 51.
25. Mr. Scotto could not re-enroll in OnTrack until one year after he first enrolled, July 15, 2014. Tr. 53.
26. PPL Exhibit Number 2 is the Account Contact History that tracks any contacts between the customer and the Company. PPL Exh. No. 2; Tr. 53.
27. PPL sent Mr. Scotto an application to re-enroll in OnTrack on July 1, 2014. PPL Exh. No. 2; Tr. 54.
28. PPL does not have any discretion in setting the OnTrack amount. Tr. 55.
29. PPL Exhibit Number 6 is the Report of Meter Accuracy dated June 23, 2014 for Mr. Scotto’s meter. PPL Exh. No. 6; Tr. 58-59.
30. Mr. Scotto’s meter tested 100% accurate. PPL Exh. No. 6; Tr. 61.

DISCUSSION

**Legal Standard**

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, 364 Pa. 54, 70 A.2d 854 (1950). In this proceeding, Mr. Scotto seeks: 1) a review of his bills for accuracy and a reduction if they are found to be inaccurate, 2) a payment agreement and to be re-enrolled in the utility’s low-income customer assistance program and 3) a determination that the utility inappropriately entered his property to inspect his meter. Mr. Scotto, therefore, has the burden of proof in this proceeding.

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. Replogle v. Pennsylvania Electric Company, 54 Pa. PUC 528 (1980), and Waldron v. Philadelphia Electric Company, 54 Pa. PUC 98 (1980) (Waldron).

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 & Western Ry. Co. v. Pa. Pub. Util. Comm’n, 489 Pa. 109, 413 A.2d 1037 (1980); Erie Resistor Corp. v. Unemployment Comp. Bd. of Review, 194 Pa. Superior Ct. 278, 166 A.2d 96 (1961); and Murphy v. Comm., Dept. of Public Welfare, White Haven Center, 85 Pa. Cmwlth Ct. 23, 480 A.2d 382 (1984).

In this case, Mr. Scotto raised several issues in his Complaint and during the Hearing. Those issues can generally be organized into three. First, Mr. Scotto argued that his bills are inaccurate because the meter was faulty. Second, Mr. Scotto argued that he should be placed into PPL’s customer assistance program (CAP) and receive a payment agreement for his outstanding balance. Third, Mr. Scotto argued that PPL trespassed on his property when accessing his meter. Mr. Scotto testified, presented the testimony of his husband and sponsored several documents that were admitted into the record. In response to Mr. Scotto, PPL presented the testimony of Kimberly Gerhard, a customer service representative that handles high-bill complaints and other matters for the Company. Ms. Gerhard testified in support of the Company’s position that Mr. Scotto’s Complaint is without merit and should be rejected. Ms. Gerhard sponsored three exhibits that were admitted into the record in support of her testimony.

As discussed below, Mr. Scotto’s Complaint will be granted in part and denied in part. Mr. Scotto will be given a Commission-ordered payment agreement to alleviate the outstanding balance that has accrued on his account. However, Mr. Scotto’s argument regarding the accuracy of the bills or PPL’s actions when accessing his meter will be denied.

**Mr. Scotto Has Failed To Demonstrate That His Bills Were Not Accurate**

In his Complaint, Mr. Scotto stated that “the amounts billed to me are incorrect and I openly dispute the amounts of energy and billing as a result made on my account.” During the Hearing, Mr. Scotto testified that “the first point is for the amount of $3,350.57 to which the utility has been unable to verify the actual meter involved. I do allege and affirm that I believe fully that the meter has an error within it, that PPL made no testing to the meter…”. Tr. 15. In essence, Mr. Scotto complains that his bills are too high.

The burden of proof for high bill complaints has been established in Waldron, *supra*,and its progeny. *See*, Nicolas Montagna d/b/a Montagna Homes v. National Fuel Gas Distribution Corp., Docket Number C-2011-2243674, Opinion and Order (entered April 12, 2012). In Waldron, the Commission stated that, while the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. The Commission will also consider the following factors: the billing history of the complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. Waldron at 100; *see also*, Nehemiah B. Thomas v. PECO, Docket No. C-2010-2187197, Order (entered November 15, 2011) (“the WaldronRule 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”).

As an initial matter, PPL witness Gerhard testified regarding the testing of Mr. Scotto’s meter and sponsored PPL Exhibit Number 6 – a Report of Meter Accuracy for the meter at Mr. Scotto’s home. Tr. 58; PPL Exh. No. 6. As Ms. Gerhard testified, PPL Exhibit Number 6 demonstrates that Mr. Scotto’s meter was removed on June 19, 2014 and tested on June 23, 2014. Tr. 58-59; PPL Exh. No. 6. Ms. Gerhard further testified that the meter tested with an average accuracy of 100%. Tr. 61, 69-74; PPL Exh. No. 6.

As noted above, however, while the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. Waldron. Yet, Mr. Scotto has not presented any evidence to counter the meter accuracy to demonstrate that his bills were too high. Mr. Scotto, for example, did not testify that the number of occupants residing at the household changed or that the potential for energy utilization warrant a finding that his bills were too high. In fact, there is substantial record evidence, in addition to the meter test results, that supports a finding that Mr. Scotto’s bills were accurate.

Notably, Mr. Scotto testified on cross-examination that space heaters were used in the home during the winters of 2012-13 and 2013-14. Tr. 23-24; *see also*, Tr. 56-57. A year-by-year review of kilowatt usage as articulated in Mr. Scotto’s Account Activity Statement reflects such usage:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **2010** | **2011** | **2012** | **2013** | **2014** |
| **January** |  | 1688 | 1536 | 5332 | 5022 |
| **February** |  | 1196 | 1249 | 5540 | 5654 |
| **March** |  | 1086 | 1300 | 5530 | 5127 |
| **April** |  | 1124 | 1156 | 4599 | 1379 |
| **May** |  | 960 | 1885 | 1930 | 1346 |
| **June** |  | 1012 | 1750 | 1608 | 1227 |
| **July** |  | 1452 | 1806 | 998 | 1138 |
| **August** | 1112 | 1476 | 1697 | 996 |  |
| **September** | 979 | 1391 | 1482 | 1111 |  |
| **October** | 1206 | 1506 | 1765 | 1510 |  |
| **November** | 1118 | 1252 | 2507 | 1674 |  |
| **December** | 1237 | 1298 | 4159 | 3592 |  |

PPL Exh. No. 1. This usage history reveals fairly consistent usage during the warmer months of May through November but a general increase in usage during the winter months of December to April beginning with the winter of 2012-2013 when space heaters were first used in the home. For example, in January, 2012, Mr. Scotto used 1536 kwh and in January, 2013 Mr. Scotto used 5332 but in June, 2012 Mr. Scotto used 1750 kwh and in June, 2013 Mr. Scotto used 1608 kwh. The usage history supports the record evidence that demonstrates that the meter removed from the home is 100% accurate.

PPL witness Gerhard testified regarding Mr. Scotto’s account history noting that the Account Activity Statement provides detailed information regarding the meter reads, the amounts billed and the amounts paid each month for the past four years on Mr. Scotto’s account. Tr. 42; PPL Exh. No. 1. Ms. Gerhard testified that Mr. Scotto’s historical usage for the winter of 2013 was very high compared to the winter of 2012. Tr. 43. Ms. Gerhard testified regarding other factors that caused Mr. Scotto’s bills to increase. Ms. Gerhard discussed how the use of electric space heaters complicated the account because it caused Mr. Scotto’s budget billing amount to be incorrect which, in turn, resulted in a large balance accruing. Tr. 45. Ms. Gerhard noted that PPL determined that the primary source of heat in the home is natural gas which also complicated the account because the benefit allotment Mr. Scotto was given from the OnTrack program was reduced. Tr. 48. Ms. Gerhard noted that Mr. Scotto’s monthly bills increased because he reached his maximum allowed credit from OnTrack. Tr. 49.

As a result, Mr. Scotto’s usage during the winters of 2012-13 and 2013-14 increased because of the use of electric space heaters in a home that is heated primarily by natural gas. This impacted both the amount of the benefit allotment Mr. Scotto received from OnTrack as well as the budget billing amount applied to Mr. Scotto’s account. A review of Mr. Scotto’s Account Activity Statement further reveals that the balance on his account is currently high because he has not made a payment since January, 2014. Tr. 25; PPL Exh. No. 1. Mr. Scotto’s account balance, therefore, increased from $986.77 to $3,350.57, including various late charges.

In total, there are several reasons beyond the accuracy of the meter that support a finding that Mr. Scotto’s bills were accurate. Mr. Scotto has not presented any evidence to rebut the finding that the meter was 100% accurate. In contrast, record evidence demonstrates that the meter at Mr. Scotto’s home tested 100% accurate and other relevant factors in addition to the meter test support a finding that the bills were accurate. As such, Mr. Scotto’s argument that his bills were too high will be rejected.

**Mr. Scotto Is Entitled To A Commission-Ordered Payment Agreement To Alleviate The Outstanding Balance That Accrued On His Account.**

In his Complaint, Mr. Scotto indicated on the Complaint form that he would like a payment agreement. Mr. Scotto added as relief requested in his Complaint that he was struggling to pay his bill and that he falls below 200% of the federal poverty level guidelines (FPL). Mr. Scotto added that he was placed in PPL’s CAP but was subsequently removed from the program. Mr. Scotto raised additional concerns regarding budget billing and receiving a shut off notice and requested that he be placed back on to the OnTrack program and PPL cease and desist from attempting to terminate his service. Mr. Scotto also testified during the Hearing that he would like to be re-enrolled in PPL’s CAP and be given a payment agreement.

Chapter 14 of the Public Utility Code provides the Commission the authority to establish a payment agreement for customers with outstanding bills pursuant to certain guidelines related to total household income and household size. 66 Pa.C.S. § 1405(b). More specifically, Chapter 14 limits the length of time the Commission can order a Company to allow a customer to resolve an unpaid balance on an account that is subject to a payment agreement based on the gross monthly household income in relation to the federal poverty level. For example, the Commission may order a Company to allow a customer whose gross monthly household income does not exceed 150% of the federal poverty level a payment agreement over a period of up to five (5) years. 66 Pa.C.S. § 1405(b)(1).

In this case, Mr. Scotto testified that the total gross monthly income for his household is approximately $900 and that he lives only with his husband. Tr. 28. The 2014 United States Department of Health poverty income guidelines provide that 100% of the federal poverty level for a household with two residents is $1,310.83 per month. 79 Fed. Reg. 3593-3594. Therefore, Mr. Scotto is at 69% of the federal poverty level ($900 / $1,310.83 = 68.7). As noted above, Section 1405(b) provides that a customer with a gross monthly household income that does not exceed 150% of the federal poverty level is entitled to five years to pay an unpaid balance on an account that is subject to a payment agreement ordered by the Commission. 66 Pa.C.S. § 1405(b)(1).

There is no record evidence in this proceeding indicating that Mr. Scotto has previously received a Commission-ordered payment agreement. As such, Mr. Scotto’s request for a payment agreement will be sustained and PPL will be directed to bill Mr. Scotto 1/60th of the outstanding balance each month until the arrearage is satisfied.

Mr. Scotto has also requested that he be re-enrolled in the OnTrack program. Mr. Scotto was first enrolled in OnTrack on July 15, 2013. Tr. 47. As Ms. Gerhard testified, Mr. Scotto’s benefit allotment was reduced from $2,160 to $850 for the winter heating season because the home is heated primarily by natural gas and Mr. Scotto exceed the $850 allotment before the winter heating season ended. Tr. 48-49. Ms. Gerhard added, however, that, once a customer utilizes the benefit allotment for the year, they can re-enroll in the OnTrack program one year after the initial enrollment, or July 15, 2014 in Mr. Scotto’s case. Tr. 53. Ms. Gerhard testified that, as of the time of the Hearing held August 1, 2014, PPL had begun the process of enrolling Mr. Scotto in OnTrack pursuant to the July 15, 2014 re-enrollment date. Tr. 54-55.

Therefore, record evidence in this proceeding demonstrates that it is reasonable to expect that Mr. Scotto was in the process of being re-enrolled in the OnTrack program as of the time of the Hearing and is now properly enrolled. As such, this issue is now moot. To the extent Mr. Scotto has not been re-enrolled in OnTrack as of the time this Decision is issued, he can indicate as such in Exceptions to this Decision, if he chooses.

**Mr. Scotto Has Failed To Demonstrate That PPL’s Actions When Entering His Property To Change The Meter Violated The Public Utility Code, A Commission Order Or Regulation Or Any Commission-Approved Tariff.**

During the Hearing, Mr. Scotto testified that he was complaining about “the issue of eminent domain” and that PPL should make “reasonable and prudent attempts to get permission to come onto the property” to perform certain permitted acts. Tr. 17. Mr. Scotto presented his husband, Mr. Weidenbach, as a witness who testified in support of his position that PPL did not indicate when they would be present on the property to exchange the meter. Tr. 35. On cross-examination, Mr. Scotto testified that PPL did not knock on his door before changing his meter. Tr. 26. Mr. Scotto added that he was home at the time but he did not see any worker on his property.

There is no specific Commission regulation or provision of the Public Utility Code that governs specific actions by utility workers when entering a customer’s property to perform a utility service. Therefore, in such instances, Section 1501 of the Public Utility Code generally applies. Section 1501 provides, in pertinent part:

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. Section 1501 generally requires utilities to provide reasonable service.

Mr. Scotto’s testimony on this issue is not consistent as demonstrated in the following cross examination by counsel for PPL:

Q. Sir, your concern about eminent domain, I just want to make sure I understand it. Your concern is about the instance on June 19, 2014, when PPL came onto the property to change the meter; correct?

A. Yes, correct. I had great misgivings about that particular event, yes.

Q. I’m going to ask you some questions about that, sir. Before PPL changed your meter, did they knock on your door?

A. No.

Q. Were you home?

A. Yes.

Q. You were? Did you go outside to talk to PPL when you saw them?

A. I didn’t see them. I didn’t know they were there. This is why I have great misgivings. They just came onto the property, and they appeared almost belligerent. They just came onto the property like that. I have great misgivings about the way PPL treats its customers regarding that. I mean, just because you have – I know that you have a right to read the meter. I understand that you need sometimes to get to the utility. However, the way in which you do it, you do not own the property. For the record, I feel that it was done in belligerence, and there was a blatant disregard of the “no trespassing” sign.

Tr. 26-27. Mr. Scotto further testified that he did not learn that PPL was on his property until a day or two later when he went outside to trim a bush and saw the new meter. Tr. 27. Mr. Scotto testified that he did not suffer any interruption of electric service nor was there any damage to his property. Tr. 27-28.

Mr. Scotto testified that he did not see PPL on his property; yet, he also testified that “they appeared almost belligerent.” Mr. Scotto suffered neither an interruption in service nor any property damage. The utility worker was performing duties in response to Mr. Scotto’s formal Complaint. In the absence of a specific regulation or provision of the Public Utility Code governing utility workers entering a customer’s property for utility purposes, it is clear that PPL has not acted unreasonably in violation of Section 1501. At a minimum, there is no substantial evidence to make a finding that PPL has violated the Public Utility Code, any Commission Order or regulation or any Commission-approved Company tariff. *See*, 2 Pa.C.S. § 704.

As such, Mr. Scotto has failed to carry his burden of proof with regard to his claim that PPL acted inappropriately when it entered his property to change his meter. This argument will, therefore, be denied.

**Conclusion**

Mr. Scotto has failed to satisfy his burden of demonstrating that his bills were inaccurate. In response to the meter testing with 100% accuracy, Mr. Scotto failed to demonstrate other factors that would support a finding that he was not correctly billed. In fact, there is substantial record evidence to the contrary demonstrating reasons why Mr. Scotto’s bills increased dramatically during the past two winters. Similarly, Mr. Scotto has failed to satisfy his burden of demonstrating that PPL violated the Public Utility Code, any Commission Order or regulation or any Commission-approved Company tariff when entering his property to change his meter. In fact, Mr. Scotto did not know PPL entered his property. Nor did he experience any interruption in service or damage to his property. Mr. Scotto’s arguments regarding billing accuracy and PPL entering his property will be rejected.

Mr. Scotto has, however, satisfied his burden to demonstrate that he is entitled to a Commission-ordered payment agreement of up to five years to pay his outstanding balance owed to PPL. Furthermore, record evidence in this proceeding demonstrates it is reasonable to expect that Mr. Scotto is now properly enrolled in OnTrack. As such, this issue is now moot. To the extent Mr. Scotto has not been re-enrolled in OnTrack as of the time this Decision is issued, he can indicate as such in Exceptions, if he chooses.

CONCLUSIONS OF LAW

1. 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).
2. "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, 364 Pa. 54, 70 A.2d 854 (1950).
3. 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. Replogle v. Pennsylvania Electric Company, 54 Pa. PUC 528 (1980), and Waldron v. Philadelphia Electric Company, 54 Pa. PUC 98 (1980).
4. The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.
5. "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 & Western Ry. Co. v. Pa. Pub. Util. Comm’n, 489 Pa. 109, 413 A.2d 1037 (1980); Erie Resistor Corp. v. Unemployment Comp. Bd. of Review, 194 Pa. Superior Ct. 278, 166 A.2d 96 (1961); and Murphy v. Comm., Dept. of Public Welfare, White Haven Center, 85 Pa. Cmwlth Ct. 23, 480 A.2d 382 (1984).
6. While the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. The Commission will also consider the billing history of the complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. Waldron v. Philadelphia Electric Company, 54 Pa. PUC 98, 100 (1980); *see also*, Nehemiah B. Thomas v. PECO, Docket No. C-2010-2187197, Order (entered November 15, 2011).
7. The Commission may order a Company to allow a customer whose gross monthly household income does not exceed 150% of the federal poverty level a payment agreement over a period of up to five (5) years. 66 Pa.C.S. § 1405(b)(1).
8. The 2014 United States Department of Health poverty income guidelines provide that 100% of the federal poverty level for a household with two residents is $1,310.83 per month. 79 Fed. Reg. 3593-3594.
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. Mr. Scotto has failed to satisfy his burden of proof to demonstrate that PPL violated in any way the Public Utility Code, any Commission Order or regulation or any Commission-approved Company tariff with regard to the accuracy of his bill or PPL’s actions when entering his property to remove his meter.
11. Mr. Scotto has satisfied his burden of proof to demonstrate that he is entitled to a payment agreement of up to five years to pay his outstanding balance owed to PPL.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal Complaint filed by Michael Scotto against PPL Electric Utilities Corporation at Docket Number C-2014-2414070 dated April 1, 2014 is hereby granted in part and denied in part.
2. That the portion of the Complaint filed by Michael Scotto against PPL Electric Utilities Corporation seeking a payment agreement is hereby granted.
3. That within thirty (30) days of the date the Commission enters its Order in this case, PPL Electric Utilities Corporation shall tender a bill to Michael Scotto for the unpaid balance of his electric bill.
4. That within thirty (30) days of the date PPL Electric Utilities Corporation tenders the bill described in paragraph 3, Michael Scotto shall pay PPL Electric Utilities Corporation the regular amount of his bills as they come due, plus 1/60th of the arrearage owed on his account that accrued continuing thereafter on the due date for the payment of each regular monthly bill, until the arrearage on this account has been paid in full.
5. That, as long as Michael Scotto complies with the terms of this Order, PPL Electric Utilities Corporation shall not suspend or terminate his utility service except for valid safety or emergency reasons.
6. That if Michael Scotto fails to comply with the terms of this Order, PPL Electric Utilities Corporation is authorized to suspend or terminate his utility service in compliance with all applicable tariff and regulatory requirements, and to take other action permitted by law.
7. That the portion of the Complaint filed by Michael Scotto against PPL Electric Utilities Corporation seeking any adjustments to his bill is hereby denied.
8. That the portion of the Complaint filed by Michael Scotto against PPL Electric Utilities Corporation seeking a finding that PPL’s actions in any way violated the Public Utility Code, a Commission Order or regulation or a Commission-approved Company tariff when entering his property to change the meter is hereby denied.
9. That this matter be marked closed.

Date: November 10, 2014 \_\_\_\_\_\_/s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Joel H. Cheskis

Administrative Law Judge