**PENNSYLVANIA**

**PUBLIC UTILITY COMMISSION**

**Harrisburg, PA 17105-3265**

|  |  |
| --- | --- |
|  | Public Meeting held November 5, 2015 |
| Commissioners Present:  Gladys M. Brown, Chairman  John F. Coleman, Jr., Vice Chairman  Pamela A. Witmer  Robert F. Powelson  Andrew G. Place |  |
| Timothy and Susan Smith | F-2015-2475535 |
| v. |  |
| PPL Electric Utilities Corporation |  |

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Timothy and Susan Smith (Complainants) filed on August 19, 2015, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) David A. Salapa, which was issued on July 31, 2015, in the above-captioned proceeding. Replies to the Complainants’ Exceptions were filed by PPL Electric Utilities Corporation (PPL or the Company) on August 25, 2015. For the reasons stated below, we will deny the Complainants’ Exceptions and adopt the ALJ’s Initial Decision, as modified, consistent with this Opinion and Order.

**History of the Proceeding**

On April 1, 2015, the Complainants filed a Formal Complaint (Complaint) against PPL,[[1]](#footnote-1) in which they alleged that an electric bill they received during the winter of 2014 was unreasonably high.[[2]](#footnote-2) According to the Complainants, the bill in question was in the amount of $550, in contrast to their typical electric bills, which ranged from $275 to $340. The Complainants asserted that although the winter was cold, they used a propane fireplace for heating at all times and did not utilize their auxiliary heat. The Complainants surmised that either their electricity was stolen or the meter had malfunctioned, which resulted in the anomalous bill. The Complainants noted that a PPL technician tested the meter and determined that it was operating correctly. However, the Complainants argued that the test occurred eight months after they experienced the high bill, and therefore, the test results could not be relied upon to make a determination as to whether the meter had malfunctioned at the time the high bill was generated, or whether electricity had been stolen at that time. Complaint at 3.

As relief, the Complainants stated that they would like PPL to deduct $250 from their electric bill and install a new, properly functioning meter at their residence. In addition, the Complainants requested that they be granted a payment plan that would allow them to pay their monthly electric bill plus $100, rather than the BCS-issued plan that required the Complainants to pay their monthly bill plus $300. *Id*.

On April 27, 2015, PPL filed an Answer to the Complaint, in which it denied that it is billing the Complainants for electricity usage in excess of the amount used. PPL stated that the Complainants acknowledged using a heat pump with auxiliary mode turned on, which uses additional electricity. PPL also stated that it performed a meter test that revealed the Complainants’ meter was operating at an accuracy of 99.95 percent. In addition, PPL denied that it has not provided the Complainants with the most advantageous payment plan to which they are entitled. Answer at 1.

On July 7, 2015, an evidentiary hearing was convened before ALJ Salapa. Susan Smith appeared *pro se* and testified on behalf of the Complainants. PPL was represented by counsel, presented the testimony of one witness, Marilyn Nunez, and introduced four exhibits, all of which were admitted into the record. The hearing generated a transcript of fifty-seven pages. The record closed on July 15, 2015.

On July 31, 2015, the Commission issued the Initial Decision of ALJ Salapa, which dismissed the Complaint, in part, and granted the Complainants a payment arrangement. I.D. at 16, 17. As previously noted, the Complainants filed Exceptions to the Initial Decision on August 19, 2015,[[3]](#footnote-3) and PPL filed Replies to Exceptions on August 25, 2015.

**Discussion**

**Legal Standards**

As the proponent of a rule or order, the Complainants in this proceeding bear the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainants must show that PPL is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied,* 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainants’ evidence must be more convincing, by even the smallest amount, than that presented by PPL. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission’s decision must be supported by substantial evidence in the record. 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. PUC,* 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by the Complainants of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainants shifts to PPL. If the evidence presented by PPL is of co‑equal value or “weight,” the burden of proof has not been satisfied. The Complainants now have to provide some additional evidence to rebut that of PPL. [*Burleson v. Pa. PUC,* 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d,* 501 Pa. 433, 461 A.2d 1234 (1983).](http://www.lexis.com/research/buttonTFLink?_m=0d7e78528297490763e78babd487bc42&_xfercite=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b2006%20Pa.%20PUC%20LEXIS%20102%5d%5d%3e%3c%2fcite%3e&_butType=3&_butStat=2&_butNum=16&_butInline=1&_butinfo=%3ccite%20cc%3d%22USA%22%3e%3c%21%5bCDATA%5b66%20Pa.%20Commw.%20282%5d%5d%3e%3c%2fcite%3e&_fmtstr=FULL&docnum=9&_startdoc=1&wchp=dGLzVzz-zSkAz&_md5=44d0f4cf51bc1159652e85695542a09d)

While the burden of going forward with the evidence 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. PUC,* 768 A.2d 1217 (Pa. Cmwlth. 2001).

The burden of proof for “high bill” complaints has been explained in *Waldron v. Philadelphia Electric Company*, 54 Pa. P.U.C. 98 (1980), and its progeny. In *Waldron*, we stated that while the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. The Commission stated that it 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.

The Commission recently explained the burden of proof set forth in *Waldron* as follows:

[T]he *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 v. PECO Energy Company*, Docket No. C-2010-2187197 (Order entered November 15, 2011) at 5 (quoting *Bennett v. The Peoples Natural Gas Company*, Docket No. C-2009-2122979 (Order entered October 13, 2010)).

With regard to the Complainants’ request for a payment arrangement, Section 1405 of the Code, 66 Pa. C.S. § 1405, authorizes the Commission to investigate payment disputes and to establish payment arrangements between a public utility and its customers and applicants.

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically delineate shall be deemed to have been duly considered and denied without further discussion. It is well settled that the Commission is not required to consider expressly or at length each contention or argument raised by the parties. [Consolidated Rail Corp. v. Pa. PUC, 625 A.2d 741 (Pa. Cmwlth. 1993);](file://C:\research\buttonTFLink?_m=69761b6202cb4178e2a6e6fe02f5751b&_xfercite=%3ccite%20cc=%22USA%22%3e%3c!%5bCDATA%5b2000%20Pa.%20PUC%20LEXIS%2067%20%5d%5d%3e%3c\cite%3e&_butType=3&_butStat=242&_butNum=5&_butInline=1&_butinfo=%3ccite%20cc=%22USA%22%3e%3c!%5bCDATA%5b625%20A.2d%20741%5d%5d%3e%3c\cite%3e&_fmtstr=FULL&docnum=5&_startdoc=1&_startchk=1&wchp=dGLSzS-lSlbz&_md5=ad2b02d95c2a9216e83b92a3570d4785) *also* see, generally, [University of Pennsylvania v. Pa. PUC, 485 A.2d 1217 (Pa. Cmwlth. 1984).](file://C:\research\buttonTFLink?_m=69761b6202cb4178e2a6e6fe02f5751b&_xfercite=%3ccite%20cc=%22USA%22%3e%3c!%5bCDATA%5b2000%20Pa.%20PUC%20LEXIS%2067%20%5d%5d%3e%3c\cite%3e&_butType=3&_butStat=242&_butNum=6&_butInline=1&_butinfo=%3ccite%20cc=%22USA%22%3e%3c!%5bCDATA%5b485%20A.2d%201217%5d%5d%3e%3c\cite%3e&_fmtstr=FULL&docnum=5&_startdoc=1&_startchk=1&wchp=dGLSzS-lSlbz&_md5=9b1cc8319afd12440738bb82d74455ef)

**ALJ’s Initial Decision**

ALJ Salapa made thirty-two Findings of Fact and reached seven Conclusions of Law. I.D. at 2-5, 16-17. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In his Initial Decision, ALJ Salapa first addressed the Complainants’ contention that their electric bills for the months of January, February, and March of 2014 were incorrect due to either a malfunctioning meter or the theft of electricity by a neighbor.[[4]](#footnote-4) The ALJ noted that although the meter was found to be operating properly when PPL tested it in June of 2014 and April of 2015, the Complainants’ witness, Ms. Smith, suggested that it may have malfunctioned during the winter months in question, and then began functioning properly afterward. However, the ALJ concluded that such a scenario was highly unlikely, noting the testimony of PPL witness, Ms. Nunez, who stated that once a meter began to malfunction it would continue to malfunction. I.D. at 11 (citing Tr. at 51-52).

The ALJ also noted that Ms. Smith challenged the accuracy of the results of both meter tests. The first test was performed at the Complainants’ premises on June 20, 2014, and revealed that the meter was operating at an accuracy of 99.95%. Tr. at 34; PPL Exh. 2 at 4.[[5]](#footnote-5) Ms. Smith questioned whether the test was performed properly because she alleged it took the technician only five minutes to perform it. Tr. at 13. However, the ALJ found that Ms. Smith presented no other evidence to support her contention that the test was not properly conducted. I.D. at 11. The second meter test was performed at PPL’s Metering Support Laboratory on April 14, 2015, and revealed that the meter was operating at an average accuracy of 99.892%. Tr. at 37-38; PPL Exh. 5. Ms. Smith also questioned this result, suggesting that the test should have been performed by an outside company. Tr. at 13. However, the ALJ pointed out that the test report indicates that PPL’s testing laboratory is certified by the Commission and that the Company conducted the meter test in accordance with the Commission’s Regulations. Accordingly, the ALJ found that PPL properly conducted both meter tests and that both tests indicated that the meter’s accuracy was within the 2% margin of error allowed by the Commission’s Regulations at 52 Pa. Code § 57.20. Therefore, the ALJ concluded that the Complainants’ meter accurately recorded their electricity usage. I.D. at 11.

The ALJ also noted that PPL had determined the Complainants’ potential for electricity consumption to be 4,936 kWh per month, based on the electric appliances in use at the Complainants’ residence. *Id*. at 11-12; *see also* Tr. at 34; PPL Exh. 2 at 4. Thus, the ALJ found that the Complainants’ potential for energy usage was high, which supports the results of the meter tests that indicate that the meter accurately recorded the Complainants’ consumption. I.D. at 11-12. The ALJ stated that while the Complainants’ usage for February 2014 exceeded the 4,936 kWh potential usage by 404 kWh, and their usage for March 2014 exceeded the potential usage by 118 kWh, this does not automatically lead to the conclusion that the Complainants’ meter malfunctioned. The ALJ noted that the number of heating degree days in February and March of 2014 exceeded the number of heating degree days for the same two months in 2012 and 2013. *Id*. at 12 (citing PPL Exh. 1). This increase in the number of heating degree days would indicate the need to use more electricity, according to the ALJ. I.D. at 12.

Based on the above analysis, the ALJ rejected the Complainants’ argument that their electric meter malfunctioned during the January 2014 through March 2014 time period, and concluded that the meter accurately recorded the Complainants’ electricity usage. *Id*.

The ALJ next addressed the Complainants’ suspicion that their neighbor stole electricity from them. In this regard, the ALJ noted Ms. Smith’s testimony that in January 2014, she saw a long extension cord near the border of the Complainants’ property coming from the neighbor’s house. Ms. Smith later concluded that the neighbor may have used the extension cord to steal electricity from the Complainants. I.D. at 12 (citing Tr. at 9). However, the ALJ noted Ms. Smith’s admission that she did not see the extension cord actually plugged into the outdoor outlet of the Complainants’ residence. I.D. at 12 (citing Tr. at 14-15). Moreover, the ALJ stated that even if the Complainants’ suspicions were correct, the Commission cannot find that PPL overbilled the Complainants because the electricity allegedly used by the neighbors would have been accurately registered by the Complainants’ meter and billed to their account. I.D. at 12‑13. The ALJ asserted that PPL would have had no way of knowing how much of the registered usage was the result of the neighbor’s alleged theft. Therefore, the ALJ concluded that the Complainants must seek reimbursement for any electricity allegedly stolen by the neighbors in another forum. *Id*. at 13.

Based on his determination that the Complainants’ meter did not malfunction and that any alleged theft of electricity by the Complainants’ neighbor would have been properly billed to the Complainants, the ALJ concluded that the Complainants failed to demonstrate by a preponderance of the evidence that PPL over-billed them. Accordingly, the ALJ denied that portion the Complaint. *Id*.

The ALJ next addressed the Complainants’ request for a new payment arrangement. Citing case law, the ALJ noted that PPL has the right to bill and receive payment for the service it provides, and the Complainants have an obligation to pay PPL for the electricity they consume. *Id*. The ALJ also stated that the Commission may establish a payment arrangement between a public utility and a customer only within the limits established by 66 Pa.C.S. §§ 1401-1418. I.D. at 14.

The ALJ found the Complainants to be “customers” as defined by 66 Pa.C.S. § 1403,[[6]](#footnote-6) and stated that they are entitled to a new payment arrangement. I.D. at 14-15. The ALJ further noted that the Commission may order a payment arrangement within the strict guidelines set forth in 66 Pa.C.S. § 1405(b), which states as follows:

**(b) Length of payment arrangements.--**The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement that is investigated by the commission and is entered into by a public utility and a customer shall not extend beyond:

1. Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.
2. Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.
3. One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.
4. Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

I.D. at 15.

The ALJ determined the Complainants’ gross monthly household income to be approximately $7,005, based on Ms. Smith’s testimony that she received disability payments in the amount of $2,300 per month, her husband received workers compensation payments of $686.00 per week, or approximately $2,972 per month, and their son earned $400 per week, or approximately $1,733 per month. *Id*. (citing Tr. at 16‑17). The ALJ found that several changes had occurred in the Complainants’ household income near the time that BCS entered its decision on February 13, 2015, regarding the Complainants’ informal complaint at Case No. 3252920. However, the ALJ stated that these changes did not alter the length of the payment arrangement ordered by BCS. I.D. at 15-16. According to the ALJ, the Complainants’ household income placed them at slightly more than 400% of the Federal poverty level.[[7]](#footnote-7) Therefore, the ALJ found the Complainants to be Level 4 customers, and thus, will have six months to pay their unpaid balance with PPL. *Id*. at 16. Accordingly, the ALJ ordered the Complainants to pay the regular budget amount of their electric bills as they come due, plus 1/6th of the arrearage owed on their account, to be calculated as of the date the Commission enters its Order in this case. *Id*. at 17.

**Exceptions and Replies**

In their Exceptions,[[8]](#footnote-8) the Complainants state that they do not agree with the Initial Decision because it does not address the issue of why their electric bills increased by 150% in January, February, and March of 2014. The Complainants assert that they were using their fireplace during that time period and there was no way they could have used the amount of electricity for which they were billed. Exc. at 1.

In addition, the Complainants state that they do not agree with the payment plan ordered by the ALJ. According to the Complainants, this plan would require them to pay $600 to $700 per month, which they contend they cannot afford. The Complainants aver that Ms. Smith is on disability and has high medical bills and that Mr. Smith was injured and is facing long-term unemployment. Thus, the Complainants contend that the payment plan ordered by the ALJ would cause them undue hardship. The Complainants request that the payment plan be modified to require them to pay 1/8th of their past-due balance per month instead of 1/6th as ordered by the ALJ. *Id*.

In its Replies to the Complainants’ Exceptions, PPL states that in January, February, and March of 2014, the Complainants used 4,769 kWh, 5,340 kWh, and 5,054 kWh, respectively. R. Exc. at 1 (citing PPL Exh. 1). PPL contends that the Complainants did not contact the Company to question the charges relating to these consumption amounts until May 22, 2014, despite having received monthly bills during the time period in question. R. Exc. at 1 (citing Tr. at 9-10, 33; PPL Exh. 2; I.D. Finding of Fact 12).[[9]](#footnote-9) PPL argues that the Complainants’ delay in contacting the Company prevented PPL from performing an investigation at the time the alleged high bills were occurring. R. Exc. at 1-2.

PPL notes that it did perform a high bill investigation on June 20, 2014, through which it determined that the Complainants had the potential to use approximately 4,936 kWh of electricity per month. According to PPL, this usage potential was attributable only to the Complainants’ heat pumps, propane blower, four fans, and a dehumidifier, and did not include other potential uses such as lights. *Id*. at 2 (citing PPL Exh. 2). PPL also points out that the Complainants’ meter was removed on April 13, 2015, and tested at an accuracy of 99.9% at a certified facility. R. Exc. at 2 (citing PPL Exh. 5). Thus, PPL argues that the Complainants’ meter was working accurately and that the Complainants’ had the potential to utilize the amount of electricity for which they were billed. Accordingly, PPL asserts that, “[b]ased on Complainants’ heat source and the fluctuations of temperature, the ALJ properly found that Complainants failed to meet their burden.” R. Exc. at 2.

With regard to the payment arrangement ordered by the ALJ, PPL contends that this arrangement was properly based on the disclosed earnings of the Complainants. According to PPL, even if the Complainants’ gross monthly income were calculated using an amount of $300 per week for the Complainants’ son’s earnings rather than the $400 per week used by the ALJ, the resulting total monthly income of $6,658 would still exceed 300% of the Federal poverty level for a household of three occupants. *Id*. Moreover, PPL argues that if the son’s income was not used and a household size of only two occupants was considered, the Complainants’ income again would exceed 300% of the Federal poverty level. *Id*. at 2-3. Accordingly, PPL contends that the appropriate payment arrangement was established. *Id*. at 3.

**Disposition**

Based upon our review of the record in this proceeding, we will deny the Complainant’s Exceptions and adopt the ALJ’s Initial Decision, as modified above. With regard to the Complainants’ bills during the months of January through March of 2014, we find no evidence to support a conclusion that the electricity consumption recorded for these months was based on either a malfunctioning meter or the theft of electricity by a neighbor. The Complainants’ meter was tested and found to be accurate within the limits prescribed by our Regulations on two separate occasions — once on June 20, 2014 at the Complainants’ premises, and a second time on April 14, 2015 at PPL’s certified meter testing facility. Tr. at 34, 37-38; PPL Exhs. 2 and 5. While these tests were performed subsequent to the period in question, we agree with the ALJ that it is highly unlikely that the meter would have malfunctioned during the winter of 2014, only to later correct itself by the time the tests were conducted, as the Complainants suggested. In any event, we find no evidence to support such a conclusion.

As for the question of whether electricity was stolen from the Complainants by a neighbor, we note that Ms. Smith merely expressed her suspicion that such a theft may have occurred based on her sighting of an extension cord coming from the neighbors’ house and lying along the border of the Complainants’ lot. Tr. at 9. However, she provided no evidence that the cord was connected to any outlet on the Complainants’ property and admitted that she did not further investigate the matter and could not prove that her neighbors had stolen electricity. *Id*. at 14-15. Moreover, as the ALJ pointed out, if electricity had been stolen through the use of an extension cord plugged into an outlet on the Complainants’ property, the power consumed by the neighbor still would have been accurately registered by the Complainants’ meter and properly billed to their account by PPL because the Company would have no way of knowing that the electricity was being consumed unlawfully by a neighbor. Therefore, as the ALJ stated, the Complainants would need to seek redress for any theft of electricity through another forum.

In their Exceptions, the Complainants argue that the ALJ failed to address the question of why their electric bills increased 150% in the months of January through March of 2014. We disagree with this contention. The ALJ correctly noted that a high bill investigation conducted by PPL determined that the Complainants had the potential to utilize 4,936 kWh of electricity per month, which the ALJ found to be consistent with the Complainants’ actual usage of 4,769 kWh, 5,340 kWh, and 5,054 kWh, respectively, during the three months in question. While the usage for February and March exceeded the calculated potential by 404 kWh and 118 kWh, respectively, we do not find these amounts to represent a significant excess over that predicted by the Company’s analysis, particularly in light of the fact that there was a substantial increase in heating degree days for those months compared to the same months in 2012 and 2013, as the ALJ pointed out. While the Complainants assert that they supplemented their electric heat pump with a propane fireplace during the winter, we find no evidence to support a conclusion that the use of a propane fireplace would prevent additional electricity consumption by the primary heat source during the coldest winter months. For these reasons we find that the Complainants’ usage and resulting bills for the months of January, February, and March of 2014 were reasonably explained and adequately addressed by the ALJ, and that there is no evidence that the Complainants’ meter had malfunctioned at any time. Accordingly, we will deny the Complainants’ Exception on this issue.

With regard to the payment arrangement established in the Initial Decision, we find that the ALJ properly followed the applicable statutes in Chapter 14 of the Code, and ordered a payment arrangement consistent with 66 Pa.C.S. § 1405(b) and the income level of the Complainants’ household as disclosed by the Complainants. While we are not unsympathetic to the potential hardships the Complainants may experience regarding their current financial situation, we are constrained by the applicable law to adopt the arrangement set forth in the Initial Decision and cannot modify it as the Complainants request, absent a further change in the Complainants’ household income.[[10]](#footnote-10) For this reason we will deny the Complainants’ Exception on this issue.

**Conclusion**

In light of the above discussion, we shall: (1) deny the Complainant’s Exceptions; (2) adopt the Initial Decision, as modified, consistent with this Opinion and Order; and (3) grant, in part, and dismiss, in part, the Complaint; **THEREFORE,**

**IT IS ORDERED:**

1. That the Exceptions of Timothy and Susan Smith, filed on August 19, 2015, to the Initial Decision of Administrative Law Judge David A. Salapa, are denied, consistent with this Opinion and Order.
2. That the Initial Decision of Administrative Law Judge David A. Salapa, issued on July 31, 2015, is adopted, as modified, consistent with this Opinion and Order.
3. That the Formal Complaint against PPL Electric Utilities Corporation, filed by Timothy and Susan Smith on April 1, 2015, is granted with regard to the request for the establishment of a payment arrangement, and is dismissed in all other respects.
4. That Timothy and Susan Smith shall pay PPL Electric Utilities Corporation on the date due for the payment of each monthly bill, the regular budget amount of the bills as they come due, plus 1/6th of the arrearage owed on their account to be calculated as of the date of entry of this Opinion and Order. These payments shall commence with the first monthly bill received after entry of this Opinion and Order, and continue on the due date for the payment of each regular monthly bill, until the arrearage on this account has been paid in full.

3. That as long as Timothy and Susan Smith comply with the terms of this Opinion and Order, PPL Electric Utilities Corporation shall not suspend or terminate their utility service except for valid safety or emergency reasons.

4. That if Timothy and Susan Smith fail to comply with the terms of this Opinion and Order, PPL Electric Utilities Corporation is authorized to suspend or terminate their utility service in compliance with all applicable tariff and regulatory requirements, and to take any other action permitted by law.

1. That the proceeding at Docket No. F-2015-2475535 shall be marked closed.

**BY THE COMMISSION,**

Rosemary Chiavetta

Secretary

(SEAL)

ORDER ADOPTED: November 5, 2015

ORDER ENTERED: November 5, 2015

1. The Complaint was served on PPL on April 7, 2015. [↑](#footnote-ref-1)
2. The Complaint is a timely appeal of the February 13, 2015 decision issued by the Commission’s Bureau of Consumer Services (BCS) at Case No. 3252920. [↑](#footnote-ref-2)
3. On August 24, 2015, the Commission’s Secretary’s Bureau issued a letter to the Parties stating that the Complainants’ Exceptions did not contain a certificate of service or other indication that the Complainants served the Company with the Exceptions. Accordingly, the Secretary’s Bureau enclosed a service copy of the Exceptions with the Secretarial Letter. [↑](#footnote-ref-3)
4. The ALJ stated that the Complainants first contacted PPL regarding high bills on May 22, 2014. I.D. at 9. However, the record indicates that the Complainants first notified PPL of its high bill concerns on April 23, 2014. Tr. at 50; PPL Exh. 2 at 5.

   We will modify this statement in the Initial Decision accordingly. [↑](#footnote-ref-4)
5. The pages in PPL’s Exh. 2 are unnumbered. However, in this Opinion and Order we will cite to page numbers for PPL’s Exh. 2 as though they were numbered. [↑](#footnote-ref-5)
6. The statute at 66 Pa.C.S. § 1403 defines a customer as follows:

   **“Customer.”** A natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the public utility. [↑](#footnote-ref-6)
7. The ALJ noted that for a household of three persons, 400% of the Federal poverty level is $6,696.67 per month, according to the Federal poverty guidelines found at 80 Fed Reg. 3236-3237 (2015), effective January 22, 2015. I.D. at 16. [↑](#footnote-ref-7)
8. We note that the format of the Exceptions does not strictly comply with Section 5.533(b) of our Regulations, which requires that each exception be numbered and identify the finding of fact and conclusion of law to which exception is taken, and cite to the relevant pages of the Initial Decision. 52 Pa. Code § 5.533(b). Nevertheless, because the Complainant is not represented by legal counsel in this proceeding, we will accept the Exceptions as filed, pursuant to Section 1.2(a) of our Regulations, which mandates that our Regulations be liberally construed to secure the just, speedy, and inexpensive determination of every action or proceeding to which they are applicable. 52 Pa. Code § 1.2(a). [↑](#footnote-ref-8)
9. As noted above, the record indicates that the Complainants first notified PPL of its high bill concerns on April 23, 2014. Tr. at 50; PPL Exh. 2 at 5. [↑](#footnote-ref-9)
10. The statute at 66 Pa. C.S. § 1403, defines a change in income as follows:

    **“Change in Income.”** A decrease in household income of 20% or more if the customer’s household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer’s household income level is 200% or less of the Federal poverty level.

    Thus, at the Complainants’ current income level, a decrease in household income of 20% or more would be required before the Commission would be able to establish a second or subsequent payment arrangement, pursuant to 66 Pa. C.S. § 1405(d). [↑](#footnote-ref-10)