

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tameka Plummer	:	
	:	
v.	:	F-2017-2593778
	:	
Philadelphia Gas Works	:	

**INITIAL DECISION**

Before  
Angela T. Jones  
Administrative Law Judge

**INTRODUCTION**

The Complainant filed a formal complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent or Company). The Complainant failed to sustain her burden of proof regarding incorrectly billed charges and failed to sustain her burden of proof regarding a requested payment arrangement, and therefore, this decision denies the Complaint.

**HISTORY OF THE PROCEEDING**

On March 13, 2017, Tameka Plummer (Complainant) filed a Complaint with the Pennsylvania Public Utility Commission (PUC or Commission) against the Respondent. The Complainant indicated the following for reasons for filing the Complaint:

- (1) the utility is threatening to shut off or has already shut off utility service;
- (2) a payment arrangement is requested; and
- (3) charges on her bill are incorrect—she disputes what PGW indicates she owes.

The Complainant further explained that she is carrying a balance from when her mother passed away over 19 years ago. The Complainant also stated that she was told because she was 18 years old and living at 3323 N. Marston Street, Philadelphia, Pennsylvania (service address1) when the bill accrued, she had to take responsibility for the balance due. The Complainant stated that she has been on payment plans with budget billing but the payments have been manageable because of the number of occupants in the household. The Complainant stated that there were five children in addition to her that made up the household. The number in the household has since decreased as the children are now grown with their own bills and the Complainant is no longer low income. The Complainant requested the Commission to order the Respondent to disregard the charges accrued when her mother was the named ratepayer for the service address1 and to permit her to pay only the charges accrued when she became the named ratepayer for the service address1.

The Complaint was served electronically (eService) by the Commission's Secretary on March 16, 2017, per the audit history of the docket. The eService is pursuant to the Waiver of Section 702 program, under which the Respondent, Philadelphia Gas Works (PGW or Company) waives the service requirements in 66 Pa.C.S. § 702.

Counsel for the Respondent, Graciela Christlieb, Esquire, filed an Answer on April 5, 2017. The Answer admitted that the Complainant seeks a payment arrangement but denied the remaining allegations of the Complaint regarding issuance of a shut off notice and incorrect charges for gas service at 20 E. Meehan Avenues, Philadelphia, Pennsylvania (service address2).

The Respondent stated that the Complainant established service at service address2 on December 22, 2016; however, the Respondent determined that the Complainant was linked to the service address2 as of January 2016. The Respondent advised that the Complainant needed to assume the balance at the service address2 and averred that the Complainant agreed to do so.

The Complainant filed an informal complaint with the Commission's Bureau of Consumer Services (BCS) at Case No. 3501956. The Respondent referenced the BCS decision at Case No. 3501956 dated February 14, 2017, which provided terms for a payment arrangement of \$144.00 budget billing plus \$856.00 towards arrears for a total payment of \$1,000.00 (\$144.00 + \$856.00 = \$1,000.00) to begin with the bill due date in March 2017. The Respondent requested that the Commission find against the Complainant and dismiss the Complaint.

By Hearing Notice dated April 14, 2017, the matter was scheduled for an initial hearing on Monday, June 5, 2017, at 10:00 a.m. The matter was assigned to the undersigned Administrative Law Judge (ALJ), Angela T. Jones.

The initial hearing convened as scheduled on June 5, 2017. Tameka Plummer was present and represented herself. Counsel for the Respondent, Ms. Christlieb, was present and was accompanied by one witness, Jessica Glace.

Ms. Plummer testified and did not sponsor any exhibits.

The Respondent's witness sponsored the following eight exhibits:<sup>1</sup>

- (1) PGW Exhibit 1 – service agreement for service address1;
- (2) PGW Exhibit 3A – financial account history for Complainant at service address1;
- (3) PGW Exhibit 3B – financial account history for Complainant's brother at service address2;
- (4) PGW Exhibit 3C – financial account history for Complainant at service address2;
- (5) PGW Exhibit 4 – statement of account for Complainant at service address1;
- (6) PGW Exhibit 5 – payment arrangement history for Complainant;
- (7) PGW Exhibit 6 – BCS Case No. 3501956 Decision; and
- (8) PGW Exhibit 7 – BCS Case No. 3501956 payment arrangement.

All eight PGW exhibits were admitted into the record without objection.

---

<sup>1</sup> The Respondent intentionally did not offer an exhibit 2 to be considered at this proceeding.

The entire transcript was received on July 6, 2017, and consisted of 99 pages of transcribed testimony. The record closed on July 6, 2017, when the transcript was received. This matter is now ripe for decision.

### FINDINGS OF FACT

1. The Complainant is Tameka Plummer, who currently resides at service address2 where she receives gas service. Tr. 6.

2. The Respondent is Philadelphia Gas Works.

3. The Complainant has lived at service address2 for 1½ years and receives gas service from the Respondent. Tr. 6-7.

4. Prior to living at service address2, the Complainant lived at service address1 and received gas service from the Respondent. Tr. 6-7.

#### Service Address1 History

5. The Complainant's mother, Sylvia Plummer, passed away in November 1998, at service address1 and the Complainant took over the balance at service address1 when her mother passed away. Tr. 8-9, 23.

6. On July 28, 2000, the Complainant took responsibility of the outstanding balance at service address1, there were five children in the household. Tr. 9, 24, PGW Exhibit 1.

7. The Complainant was told by PGW because she was 18 years old and was in the household when her mother's balance accrued that she was responsible for her mother's outstanding balance. Tr. 9.

8. The Complainant did not contest responsibility for the outstanding balance at service address1 that her mother accrued. Tr. 9.

9. The Complainant was given a payment arrangement and was a participant of the Company's customer assistance program (CAP) when she took responsibility of the outstanding balance at service address1. Tr. 10.

10. The Complainant had a residential service account with the Respondent at the service address1 from July 28, 2000 to October 15, 2007. Tr. 47, PGW Exhibit 1.

11. The Complainant had a residential service account with the Respondent at service address1 from January 24, 2008 through February 1, 2012. Tr. 48, PGW Exhibit 1.

12. The Complainant left service address1 on November 28, 2014. Tr. 31

13. From May 22, 2014 to November 28, 2014, gas service was shut off at service address1 with a balance of \$ 9,577.25. Tr. 53-54, PGW Exhibits 1, 3A.

14. On November 28, 2014, Mr. Geter, the Complainant's brother, requested service at service address1 and was told by the Company that he would have to assume an outstanding balance, which was \$7,152.20. Tr. 54-55, PGW Exhibit 3B.

15. The outstanding balance of \$7,152.20 assumed by Complainant's brother, Mr. Geter, in November 2014, is the amount accrued at the service address1 from February 1, 2012, which was when Mr. Geter turned 18 years old, to November 28, 2014, which is when he requested service. Tr. 55-56, PGW Exhibit 1.

16. The Complainant's brother, Mr. Geter, had gas service from the Respondent at service address1 from November 28, 2014, to January 15, 2016, and was the responsible ratepayer at service address1 from February 1, 2012 (when Mr. Geter turned 18 years old) to January 15, 2016. Tr. 48-49, PGW Exhibits 1, 3B.

### Service Address2 History

17. On January 15, 2016, the Complainant and her brother moved to service address2. Tr. 11, 24, 31-35.

18. The Complainant's brother transferred the gas service from service address1 to service address2. Tr. 33.

19. The Complainant's brother, Kevin Geter, had a residential service account with the Respondent at service address2 from January 15, 2016, through December 22, 2016. Tr. 49, PGW Exhibit 1.

20. Two adults, Complainant and her brother, Kevin Geter, and one child currently live at service address2. Tr. 14-15, 23.

21. The Complainant became the responsible ratepayer at service address2 effective December 22, 2016 and is the current responsible ratepayer at service address2. Tr. 49, 63, PGW Exhibits 1, 3C.

22. The Complainant has a transferred balance of \$3,073.38, which is from service address1 and accrued prior to Complainant's brother becoming the responsible ratepayer at service address1. Tr. 11, 61-67, PGW Exhibits 1, 3C, 4.

23. The transferred balance of \$3,073.38 from service address1 was transferred to the Complainant's account after December 22, 2016 when she became the responsible ratepayer at service address2. Tr. 11.

24. When the Complainant moved to service address2, the Complainant was only eligible for a payment arrangement over a 12-month period where previously the payment arrangements were over a 36-month period. Tr. 16-17.

25. The Complainant desires to go back to a payment arrangement over a 36-month period. Tr. 18.

26. The Complainant's gross household monthly income is \$3,200.00. Tr. 21.

PGW Witness

27. Jessica Glace has been employed by PGW for ten years and is currently a senior review officer who investigates informal and formal complaints filed by customers with the Commission. Tr. 39-40.

28. Ms. Glace investigated this Complaint. Tr. 41.

29. There is no money currently owed by the Complainant that is attributable to her mother's account with the Respondent. Tr. 46.

Accounting of Payments

30. The Complainant was credited \$6,503.87, which was the amount she paid while she was the responsible ratepayer and Mr. Geter was a minor at service address1. Tr. 57-58, PGW Exhibits 1, 3A, 4.

31. The Complainant is responsible for an outstanding balance of \$3,073.38 for service address1, which was accrued while the Complainant was the responsible ratepayer and Mr. Geter was a minor [\$9,577.25 (outstanding balance at termination of service address1) - \$6,503.87 (amount paid while Complainant ratepayer when Complainant's brother was a minor at service address1) = \$3,073.38]. Tr. 57-58, PGW Exhibit 3A.

32. The outstanding balance at service address1 and service address2 attributed to the Complainant's brother as the responsible ratepayer is \$6,881.95, which is from February 1, 2012 to January 15, 2016. Tr. 61, 66, PGW Exhibit 3B.

33. The Complainant's bills after December 22, 2016, which is when she became the responsible ratepayer at service address2 through May 25, 2017, are as follows:

January 27, 2017—late payment	\$ 103.22
January 27, 2017—bill	\$ 336.33
February 28, 2017—bill	\$ 268.72
March 28, 2017—bill	\$ 245.36
April 27, 2017—bill	\$ 152.61
<u>May 25, 2017—bill</u>	<u>\$ 87.72</u>
Grand total	\$1,193.96 PGW Exhibit 3C.

34. The Complainant's payments or credits toward her service account at service address2 after December 22, 2016 through May 25, 2017, are as follows:

January 28, 2017—interest	\$ 0.95
January 28, 2017—deposit	\$ 125.00
<u>March 28, 2017—payment</u>	<u>\$1,000.00</u>
Grand total	\$1,125.95 PGW Exhibit 3C.

35. The outstanding balance owed by the Complainant is \$10,023.34 [(which is \$6,881.95 (balance from Complainant's brother at service address1 and service address2) + \$3,073.38 (balance accrued by Complainant at service address1) = \$9,955.33 + \$1,193.96 (the total bills owed for gas service at service address2, see FOF 33) = \$11,149.29 - \$1,125.95 (payments and credits to account after December 22, 2016, see FOF 34) = \$10,023.34). Tr. 64, 67-68, PGW Exhibits 3C, 4.

36. PGW's policy for budget billing is that the eligible customer has either a zero balance or owes only the current bill. Tr. 68.

37. The Complainant was never eligible for budget billing. Tr. 69.

38. The Complainant had a series of payment arrangement terms where a portion of the payment was a budgeted amount and another portion was toward an arrearage. Tr. 69, PGW Exhibit 5.

39. The Complainant has had 13 payment arrangements; 12 at service address1 and one at service address2. Tr. 69-70, PGW Exhibit 5.

40. All 13 of the Complainant's payment arrangements were broken; meaning monthly payments were not received in the full amount requested and on time. Tr. 70, PGW Exhibit 5.

41. The Complainant's one payment arrangement at service address<sup>2</sup> was the Complainant's only Commission-issued payment arrangement, which is appealed by this Complaint. Tr. 71, 78, PGW Exhibit 5.

42. The Complainant filed an informal complaint with BCS on February 10, 2017, which requested a payment arrangement. Tr. 71, PGW Exhibit 6.

43. By decision BCS issued a payment arrangement with the following terms: (1) budget bill of \$144.00 plus; (2) \$856.00 toward arrears; (3) to begin March 2017; and (4) for 12 months. Tr. 72, 74-75, 79, PGW Exhibits 6, 7.

44. The BCS payment arrangement terms were based on one adult and one child in the household and household gross monthly wages in the amount of \$3,640.00. Tr. 72-73, PGW Exhibit 6.

45. The Respondent proposed a payment arrangement with the following terms: (1) \$142.00 budget bill plus; (2) \$417.64 toward arrears; and (3) for 24 months if the Complainant's household size changed from two persons to three persons and household income changed from \$3,640.00 to \$3,200.00. Tr. 75, 81-84, 87-88.

## DISCUSSION

### I. Applicable Legal Standard

As the proponent of a rule or order or seeking affirmative relief from the Commission, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S. § 332(a). To satisfy this burden, the Complainant must demonstrate that the Respondent was responsible for the problems alleged in the Complaint through a violation of the Code or a regulation or order of the Commission. This must be shown by a preponderance of the evidence. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976).

A preponderance of the evidence is that which is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulie*, 70 A.2d 854 (Pa. 1950); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlth. 1990) *alloc. den.*, 602 A.2d 863 (Pa.Cmwlth. 1992).

In addition, the Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. *Norfolk and Western Railway Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa.Cmwlth. 1980).

If the Complainant presents evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the

Complainant has not satisfied her burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa.Cmwlt. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

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.Cmwlt. 2001).

## II. Whether Charges Are Incorrect

The Complainant was the responsible ratepayer for gas service at service address1 from July 28, 2000 to November 28, 2014. Tr. 48, 55-56, PGW Exhibit 1. The Complainant was told that since she was 18 years old, she was responsible ratepayer for service address1 with the accrued balance under her mother, Sylvia Plummer for her responsibility. Tr. 9. The Complainant at that time, did not dispute that she was responsible for the accrued balance that occurred while her mother was the ratepayer. Tr. 9. The Complainant moved out of service address1 on November 28, 2014. Tr. 48, 55.

52 Pa.Code § 56.35 states,

Payment of outstanding balance.

(a) A public utility may require, as a condition of the furnishing of residential service to an **applicant**, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly.

(b) A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the **applicant**, except as provided for in paragraphs (1) and (2).

(1) A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the **applicant** resided at the property for which service is requested during the time the outstanding balance accrued and for the time the

**applicant** resided there, not exceeding 4 years from the date of the service request. The 4-year limit does not apply if the balance includes amounts that the utility was not aware of because of fraud or theft on the part of the applicant.

(2) A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant's liability for any outstanding balance.

(3) Any outstanding residential account with the public utility may be amortized in accordance with § 56.191 (relating to payment and timing).

(c) This section does not affect the creditor rights and remedies of a public utility otherwise permitted by law.

An applicant is defined, in relevant part as,

A natural person at least 18 years of age not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential public utility service is requested.

52 Pa.Code § 56.1(Emphasis added).

In contrast an occupant is defined as, "A natural person who resides in the premises to which public utility service is provided." 52 Pa.Code § 56.1.

Pursuant to the definitions of applicant and occupant, the Complainant was an occupant until she turned 18 at service address1. The Complainant should not have been responsible for the outstanding balance accrued while she was an occupant. If that were the case, the language at 52 Pa.Code § 56.35(b)(1) would say, “A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant was an **occupant** at the property for which service is required during the time the outstanding balance accrued and for the time the applicant resided there, not exceeding 4 years from the date of the service request.” This language is not that of the regulation. The record does not show that the Complainant’s name appeared on the mortgage, deed or lease of service address1 as of July 28, 2000. Thus, the Complainant does not fit the definition of an applicant during the time before July 28, 2000.

The transfer of the balance to the Complainant occurred on July 28, 2000. PGW Exhibit 1. The Complainant was not the owner of service address1 at the time she was 18 years old. The Complainant testified that she became the owner of service address1 in 2007 and was not the owner between 1998 and 2007. Tr. 25, 28. Because the Complainant was not the owner of service address1 at the time the balance was transferred to her as the responsible ratepayer, the Respondent could not have used 52 Pa.Code § 56.35(b)(2) for the Complainant to take responsibility of the accrued balance at service address1.

I find that the outstanding balance of service address1 in July 2000 should have gone to the estate of Sylvia Plummer and not the Complainant.

66 Pa.C.S. § 1314(a) states,

If, in any proceeding involving rates, the commission shall determine that any rate received by a public utility was unjust or unreasonable, **or was in violation of any regulation or order of the commission**, or was in excess of the applicable rate contained in an existing and effective tariff of such public utility, the commission shall have the power and authority to make an order requiring the public utility to refund the amount of any excess paid by any patron, in consequence of such unlawful collection, within four years prior to the date of the filing of the complaint, together with interest at the legal rate from the date of each such excessive payment.

(Emphasis added).

Pursuant to 66 Pa.C.S. § 1314(a) a refund could have occurred on or before July 28, 2004. The Complainant filed the instant Complaint on March 14, 2017. Consequently, the statute at 66 Pa.C.S. § 1314(a) prohibits the Commission from ordering a refund to the Complainant.

The Complainant's brother, Kevin Geter, requested gas service at service address1 on November 28, 2014. Tr. 55-56. Complainant's brother was told by the Respondent that because he became 18 years old on February 1, 2012, and benefited from the gas service; he must take responsibility for the outstanding balance of service address1 from February 1, 2012. Tr. 48, 55-56. The transferred outstanding balance that Complainant's brother took on February 1, 2012, was \$7,152.20. Tr. 55-56, PGW Exhibit 1.

Mr. Geter is not a party to this Complaint. A redress, if any, that may be due concerning the transfer of the outstanding balance accrued while he was a minor at service address1 that he subsequently was told he was responsible for cannot be granted because the party that may have been harmed, Mr. Geter, is not a party to this Complaint.

The Complainant moved to service address2 on January 15, 2016. Tr. 11, 24, 31-35. The Complainant's brother was the responsible ratepayer at service address2 when she and he moved to service address2 on January 15, 2016. Tr. 49, PGW Exhibit 1. The Complainant agreed that she is the current responsible ratepayer at service address2 effective December 22, 2016. Tr. 63. The Complainant admitted that service address2 has been her residence from January 15, 2016, to the present with a household of 2 adults, the Complainant and her brother, and one child. Tr. 29, 32-35.

The Respondent's witness stated that the Complainant had a residential account for gas service at service address1 from July 28, 2000 to October 15, 2007, and from January 24, 2008 through February 1, 2012. Tr. 47-48, PGW Exhibit 1. The Respondent's witness stated that the Complainant's brother, Kevin Geter, had a residential account for gas service at service address1 from February 1, 2012 to May 22, 2014, and from November 28, 2014 to January 15, 2016. Tr. 48-49, PGW Exhibit 1. From May 22, 2014 to November 28, 2014, the gas service at service address1 was shut off. PGW Exhibit 1. The Respondent's witness stated that none of the amount owed by the Complainant is attributable to her mother's account with the Company. Tr. 46.

The amount owed at service address1 while the Complainant's brother was the responsible ratepayer is \$6,881.95. PGW Exhibit 4. The Respondent's witness stated that \$3,073.38 was transferred from the amount owed at service address1 while Complainant was the responsible ratepayer before Complainant's brother became the responsible ratepayer. Tr. 61-67, PGW Exhibits 1, 3C, 4.

The Respondent's witness stated that the Complainant owes the balance at service address1 accrued by the Complainant while she was the responsible ratepayer, and the balance at service address1 and service address2 accrued while the Complainant's brother was the ratepayer, which are \$3,073.38 and \$6,881.95, respectively for a total of \$9,955.33 ( $\$3,073.38 + \$6,881.95 = \$9,955.33$ ). PGW Exhibits 3A, 3B. It should be noted that the Complainant became the homeowner of service address1 in 2007, and therefore pursuant to 52 Pa.Code § 56.35(b)(1) can be held responsible for the amount due for gas service accrued at service address1 although the gas was her brother's responsibility from February 1, 2012 through January 15, 2016. The amount of \$9,955.33 is the amount owed for gas service through December 22, 2016, the last day the Complainant's brother was the responsible ratepayer at service address2.

The Respondent billed the Complainant for gas service from December 22, 2016 to May 25, 2017, as follows:

January 27, 2017—late payment	\$ 103.22
January 27, 2017—bill	\$ 336.33
February 28, 2017—bill	\$ 268.72

March 28, 2017—bill	\$ 245.36
April 27, 2017—bill	\$ 152.61
May 25, 2017—bill	\$ 87.72
Grand total	\$1,193.96

PGW Exhibit 3C.

The balance owed by the Complainant for gas service is the sum of \$9,955.33, which is the amount owed through December 22, 2016, and \$1,193.96, which is the amount owed from December 22, 2016 through May 25, 2017, for a total of \$11,149.29 (\$9,955.33 + \$1,193.96 = \$11,149.29). PGW Exhibit 4.

The Respondent then added all payments made by the Complainant after December 22, 2016 through May 25, 2017, which were:

January 28, 2017—interest	\$ 0.95
January 28, 2017—deposit	\$ 125.00
March 28, 2017—payment	\$1,000.00
Grand total	\$1,125.95

PGW Exhibit 3C.

The grand total amount owed of \$11,149.29 up through May 25, 2017, subtracted by \$1,125.95, which is the grand total of payments made up to May 25, 2017 is \$10,023.34 (\$11,149.29 - \$1,125.95 = \$10,023.34). The amount of \$10,023.34 is the amount owed by the Complainant for gas service through May 25, 2017.

The Complainant failed to provide any evidence more convincing to rebut the amount the Respondent presented as owed by the Complainant. The Complainant failed to provide any evidence of any payments that were not accounted for by the Respondent.

I find the testimony of the Respondent's witness credible, plausible and accurate. The Complainant failed to sustain her proof that the Respondent charges to her for gas service should be corrected.

### III. Request For Payment Arrangement

#### A. Whether a payment arrangement is warranted

66 Pa.C.S. § 1405(a) states,

The commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants and customers. The commission is authorized to establish payment arrangements between a public utility, customers and applicants within the limits established by this chapter.

The Complainant is a customer of the Respondent. The Respondent is a public utility under the jurisdiction of the Commission.

The record evidence shows that the Complainant has had just one Commission-issued payment arrangement, which is appealed by the instant Complaint. Tr. 71, 78, PGW Exhibit 5.

In *Crawford v. National Fuel Gas Distribution Corp.*, Docket No. C-20066348 (entered December 6, 2007) the Commission clarified subsection 1405(a) of the Code finding that the Commission has authority to establish payment agreement between public utilities and customer but that authority is limited by the restrictions of 1405(b)-(f). In *Crawford*, the Commission concluded that if the customer had not received a prior payment arrangement from it, subsection 1405(a) grants the authority to the Commission to issue a payment arrangement for customers. 66 Pa.C.S. § 1405(a). The Commission stated,

the Commission has a responsibility to exercise its authority very judiciously when a utility has lawfully terminated a customer for non-payment. Specifically, this Commission should exercise discretion only on behalf of customers who have demonstrated some evidence of good faith efforts to pay their utility bills, or who have experienced a significant change of circumstance outside of their control.

*Crawford*, Docket No. C-20066348 (entered December 6, 2007) at 15-16. Hence, the Commission precedent warrants an examination of the Complainant's payment history to determine if a Commission-issued payment arrangement is warranted.

B. Complainant's payment history

The Complainant has made one deposit and one payment since she has been the responsible ratepayer at service address<sup>2</sup> from December 22, 2016 through May 25, 2017, which is five months, according to record evidence. PGW Exhibit 3C. Based on the record evidence the Complainant has made just one payment over the five-month period that she has taken responsibility of the gas service at service address<sup>2</sup>. This does not reflect a good payment history for the Complainant. However, it is not good length of time.

It is noted that the record reveals that the Complainant benefited from the gas service at service address<sup>2</sup> from January 15, 2016, although her brother, Kevin Geter, was the responsible ratepayer from January 15, 2016 through December 22, 2016 or 12-month period. The Complainant stated she moved to service address<sup>2</sup> on January 15, 2016 and her brother moved with her. Tr. 33-35. Over the 12-month period the following four payments were made:

(1)	March 28, 2016	\$311.00
(2)	June 6, 2016	\$ 96.00
(3)	September 6, 2016	\$ 96.00
(4)	November 14, 2016	\$ 90.00

PGW Exhibit 3B. This payment record shows just 1/3 of the months billed were paid when due. Such a record does not reflect good faith efforts to pay utility bills.

The Complainant has failed to provide evidence that she made good faith efforts to pay her bills for gas service that she received. Consistent with Commission precedent, the Complainant has failed to provide evidence to warrant the Commission to exercise its discretion to grant the Complainant a payment arrangement.

## CONCLUSIONS OF LAW

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

2. “Burden of proof” means a duty to establish one’s case by a preponderance of the evidence, which requires that the evidence be more convincing by even the smallest degree, than the evidence presented by the other side. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

3. The Commission is authorized to establish a payment arrangement between a customer and a public utility within certain limitation. 66 Pa.C.S. § 1405(a) and *Crawford v. National Fuel Gas Distribution Corp.*, Docket No. C-20066348 (entered December 6, 2007).

4. The Commission should exercise discretion only on behalf of customers who have demonstrated some evidence of good faith efforts to pay their utility bills, or who have experienced a significant change of circumstance outside of their control. *Crawford v. National Fuel Gas Distribution Corp.*, Docket No. C-20066348 (entered December 6, 2007).

5. The Complainant had the burden of proof and failed to sustain her burden regarding incorrect charges on her bill for gas usage at the service address.

6. The Complainant had the burden of proof and failed to sustain her burden regarding a payment arrangement because of poor payment history showing poor efforts to pay her utility bill.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal Complaint filed by Tameka Plummer against Philadelphia Gas Works at Docket No. F-2017-2593778 is granted in part and denied in part.
2. That the formal Complaint at Docket No. F-2017-2593778 is denied regarding incorrect charges.
3. That the formal Complaint at Docket No. F-2017-2593778 is denied regarding a requested payment arrangement.
4. That the Secretary's Bureau mark this docket closed.

Date: September 6, 2017

\_\_\_\_\_/s/\_\_\_\_\_  
Angela T. Jones  
Administrative Law Judge