

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

D’Andra Williams	:	
	:	
v.	:	C-2018-3000918
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Alphonso Arnold III
Special Agent

INTRODUCTION

This Initial Decision dismisses the Complaint because the Complainant failed to sustain her burden of proving that PGW improperly assigned her liability for the outstanding residential account balance at the service address in question. Furthermore, the Complainant’s request for a payment arrangement is denied.

HISTORY OF THE PROCEEDING

On March 29, 2018, D’Andra Williams (Complainant or Ms. Williams) filed a Complaint with the Pennsylvania Public Utility Commission (Commission) against Philadelphia Gas Works (Respondent or PGW). The reason for the Complaint was that PGW was threatening to shut off her service or had already shut off her service, and that she would like a payment agreement. The Complainant also stated in her Complaint that there are charges on her bill for which she is not responsible. Specifically, when the Complainant contacted PGW to begin service in her name at the service address, she was told she would have to assume the outstanding residential account balance of her sister at the service address.

On April 28, 2018, the Respondent filed an Answer to the Complaint. The Answer indicates that the Complainant was made to assume the outstanding residential account balance of her sister at the service address because the Complainant had been linked to the property during the time period that the outstanding balance accrued. The Answer requests that the Commission find against the Complainant and dismiss the Complaint.

By Hearing Notice dated May 1, 2018, the Commission scheduled this matter for a call-in telephonic hearing on Wednesday, June 6, 2018 at 10:00 a.m., and assigned the case to me.

I issued a Prehearing Order, dated May 1, 2018, addressing, inter alia, the method by which the parties could call in to the hearing to participate in the hearing, the procedures applicable to the hearing, and the submission of documents prior to the hearing (including the submission of documentation that evidenced the Complainant's place or places of residence from 2015 to 2017).

I conducted the telephonic hearing as scheduled on June 6, 2018. The Complainant appeared pro se and testified on her own behalf. The Complainant presented no exhibits for the record.

The Respondent was represented by Laureto Farinas, Esquire, who presented the testimony of Tiffany Jones, a Senior Customer Review Officer at PGW. Attorney Farinas also presented the following six exhibits, all of which were admitted into the record:

PGW Exhibit 1 – Statement of Account Contacts for Account (4 pages)

PGW Exhibit 2 – Utility Service Agreement (3 pages)

PGW Exhibit 3 – Customer Contact (1 page)

PGW Exhibit 4 – BCS Decision (2 pages)

PGW Exhibit 5 – Negotiated Payment Arrangements (6 pages)

PGW Exhibit 6 – City of Philadelphia Record (2 pages)

The record¹ closed on June 6, 2018 following the conclusion of the telephonic hearing. For the reasons discussed below, the Complaint will be dismissed.

FINDINGS OF FACT

1. The Complainant is D'Andra Williams.
2. The Respondent is Philadelphia Gas Works.
3. Tiffany Jones is a Senior Customer Review Officer at PGW.
4. The service address is 6121 West Jefferson Street, Second Floor, Philadelphia, Pennsylvania 19151 (service address). (PGW Exhibit 1, pg. 1).
5. Gas service is currently on at the service address.
6. The service address is a duplex, with an apartment on the first floor and a separate apartment on the second floor.
7. Ms. Williams currently leases the service address from Robert and June Foster. The lease began on May 1, 2017.
8. From approximately February 2009 to March 2014, Ms. Williams lived at 7415 Brockton Road, Philadelphia, Pennsylvania.
9. While at Brockton Road, Ms. Williams' received gas service from PGW.
10. Ms. Williams had an outstanding residential account balance owed to PGW upon leaving the Brockton Road address of \$733.59. (PGW Exhibit 1, pg. 2).

¹ The telephonic hearing was recorded by means of a tape recorder. No Court Reporter was present.

11. Ms. Williams has since made payments on her Brockton Road balance and currently owes \$659.73 on that balance. (PGW Exhibit 1, pg. 2).

12. On April 11, 2017, service at the service address was placed in Ms. Williams' name. (PGW Exhibit 1, pg. 1).

13. Prior to establishing an account at the service address, Ms. Williams' sister, Yvonne Williams, was the customer of record at the service address. (PGW Exhibit 1, pg. 3-4).

14. From February 2015 to April 2017, while Yvonne Williams was the customer of record at the service address, a PGW residential account balance of \$2,125.84 accrued at the service address. (PGW Exhibit 1, pg. 3-4).

15. On April 26, 2017, Ms. Williams contacted PGW to start service at the service address. (PGW Exhibit 3).

16. On May 11, 2017, Ms. Williams' account balance of \$733.59 from her Brockton Road address was reactivated and transferred to her account. (PGW Exhibit 1, pg. 2).

17. On May 11, 2017, the residential account balance of \$2,125.84 that accrued at the service address while Yvonne Williams was the customer of record was transferred to Ms. Williams' account. (PGW Exhibit 1, pg. 1).

18. The outstanding residential account balance at the service address was transferred to Ms. Williams' account because PGW determined that Ms. Williams had been linked to the service address since February 2015. (PGW Exhibit 3).

19. PGW linked Ms. Williams to the service address property since February 2015 through the use of an Experian credit check that was processed on Ms. Williams at the time she applied for service. (PGW Exhibit 3 and PGW Exhibit 4, pg. 1).

20. Ms. Williams filed an Informal Complaint at the Bureau of Consumer Services (BCS) Docket No. 3546809, challenging her liability for the outstanding residential account balance at the service address. (PGW Exhibit 4, pg. 1).

21. On October 30, 2017, BCS dismissed Ms. Williams' Informal Complaint at BCS Docket No. 3546809 because Ms. Williams could not provide any proof she did not reside at the service address or did not benefit from the service. (PGW Exhibit 4, pg. 1).

22. During the time period from February 2015 to April 2017, Ms. Williams used the Jefferson Street, Second Floor address as her primary mailing address.

23. On her tax forms beginning with the 2014 tax year, Ms. Williams has listed her address as Jefferson Street.

24. Ms. Williams did not always differentiate between Jefferson Street, First Floor, or Jefferson Street, Second floor, on her tax forms, sometimes simply listing her address as "Jefferson Street, Philadelphia, Pennsylvania 19151."

25. Ms. Williams's driver's license address has been listed as the service address since 2015.

26. Ms. Williams currently lives at the service address with her two minor children.

27. Ms. Williams' gross income per month is approximately \$3,200 from wages.

28. A BCS decision at Docket No. 2965542 awarded Ms. Williams a payment arrangement on May 24, 2012 for the 7415 Brockton Road address. She was given a level 1 payment arrangement for a household of five people with a household income of \$2,618.00. (PGW Exhibit 5, pg. 4-5). She was to pay \$93 a month under this payment arrangement. Id.

29. Ms. Williams defaulted on the payment arrangement established at BCS No. 2965542. (PGW Exhibit 5, pg. 1).

30. Ms. Williams has defaulted or broken thirteen negotiated payment arrangements with PGW since April 2010. (PGW Exhibit 5, pg. 1).

31. Including the disputed outstanding residential account balance amount, Ms. Williams' total account balance due is \$3,699.30. (PGW Exhibit 1, pg. 1-2).

32. Not including the disputed outstanding residential account balance amount, Ms. Williams' total account balance due is \$1,573.46. (PGW Exhibit 1, pg. 1-2).

33. From the May 2017 billing date to the May 2018 billing date Ms. Williams has made six payments towards her account totaling \$317.61. (PGW Exhibit 1, pg. 1-2).

DISCUSSION

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof. 66 Pa.C.S. § 332(a). To satisfy this burden, the Complainant must show that the named utility is responsible or accountable for the problem described in the Complaint. Patterson v. Bell Telephone Co. of Pa., 72 Pa. PUC 196 (1990); Feinstein v. Philadelphia Suburban Water Co., 50 Pa. PUC 300 (1976). This must be shown by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992); Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. Mill v. Pa. Pub. Util. Comm'n, 447 A.2d 1100 (Pa. Cmwlth. 1982); Edan Transportation Corp. v. Pa. Pub. Util. Comm'n, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. Norfolk and Western Ry. v. Pa. Pub. Util.

Comm'n, 413 A.2d 1037 (Pa. 1980); Erie Resistor Corp. v. Unemployment Compensation Bd. of Review, 166 A.2d 96 (Pa. Super. 1960); Murphy v. Dep't. of Public Welfare, White Haven Center, 480 A.2d 382 (Pa. Cmwlth. 1984).

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 his 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. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (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. Cmwlth. 2001).

According to PGW, the Complainant has an outstanding past due balance of \$3,699.30. This amount consists of her current usage charges, her outstanding residential account balance from her Brockton Road residence of \$659.73, and the outstanding residential account balance at the service address from February 2015 to April 2017 of \$2,125.84. It is the outstanding residential account balance at the service address that is the disputed amount in this case. The outstanding residential account balance accrued at the service address while the Complainant's sister was the customer of record. The Complainant is also seeking relief in the form of a payment arrangement. The Complainant bears the burden of proving by a preponderance of the evidence that she was improperly assigned liability for the outstanding residential account balance at the service address and that she is entitled to a payment arrangement. I will first address whether the Complainant is liable for the outstanding residential account balance.

Outstanding Balance Liability

As stated, the burden of proof is on Ms. Williams to show that PGW improperly charged her with the outstanding residential account balance at the service address. The outstanding balance in the amount of \$2,125.84 was accrued at the service address from February 2015 to April 2017 while the Complainant's sister was the customer of record. This balance was transferred to the Complainant's account after she applied for service at the service address. Typically, a public utility cannot require of an applicant payment for residential service furnished under an account in a name of a person other than the applicant. A public utility's ability to require an applicant to pay an outstanding residential account is addressed in 52 Pa. Code § 56.35.

56.35. 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

52 Pa. Code § 56.35. PGW's tariff² addresses applicant liability for an outstanding residential account in the following section:

2.1. APPLICATION FOR GAS SERVICE.

2.1.A. How to Apply. Application for Gas Service shall be made by telephone, mail, on-line and/or by personal visit to one of PGW's Customer Service Centers, provided however that, an in-person application interview may be required for any Applicant at the discretion of the Company. Gas Service will be provided as soon as possible upon completion of an application. Applications will be considered completed only upon compliance with all PGW requirements. When the Applicant is a person who resided at the same premises for which application for service is requested, the Company may require payment of the portion of the outstanding balances which accrued during the time that the Applicant resided at those premises. The Company may establish that an Applicant previously resided at those premises through the use of any of the following:

(i) mortgage, deed or lease information

(ii) a commercially available consumer credit reporting service

(iii) a driver's license or Pennsylvania Department of Transportation issued Identification Card

PGW Gas Service Tariff, Sixth Revised Page No. 17. The term "applicant" is defined by the Regulations of the Public Utility Commission as follows:

Applicant—

(i) 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.

² The provisions of a Commission approved tariff have the force of law and are binding on both the utility and its customer. Stiteler v. Bell Telephone Co. of Pennsylvania, 379 A.2d 339 (Pa. Cmwlth. 1977), Brockway Glass Co. v. Pa. PUC (Brockway Glass Co.), 437 A.2d 1067 (Pa. Cmwlth. 1981).

(ii) The term does not include a person who seeks to transfer service within the service territory of the same public utility or to reinstate service at the same address provided that the final bill for service is not past due.

52 Pa. Code § 56.2. PGW's tariff contains a similar definition for the term "applicant."

APPLICANT - Any person, corporation or other entity that (i) desires to receive from the Company Natural Gas or any other service provided for in this Tariff at a specific location, (ii) complies completely with all Company requirements for obtaining Natural Gas or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet actually receiving from the Company any service provided for in this Tariff at such location. An applicant shall become a Customer for purposes of this Tariff only after the Applicant actually starts receiving the applicable service(s) from the Company under this Tariff on a permanent basis. An applicant for residential Gas Service shall also include any adult occupant whose name appears on the mortgage, deed or lease of the property for which residential utility service is requested.

PGW Gas Service Tariff, Second Revised Page No. 10.

Although Ms. Williams can now be defined as a customer because she currently has gas service in her name at the service address, Ms. Williams was an "applicant" when she applied for residential gas service provided by PGW at Jefferson Street, Second Floor in April 2017. When she applied for residential gas service at Jefferson Street, Second Floor, an outstanding residential account balance of \$2,125.84 existed at that residence. That balance was accrued by Ms. Williams' sister from February 2015 to April 2017 while the sister was the customer of record at that address. PGW has deemed Ms. Williams liable for the outstanding balance under 52 Pa. Code § 56.35. Ms. Williams has challenged liability for the outstanding balance in her Complaint. To summarize, Ms. Williams is not liable for the outstanding residential account balance if she can prove by a preponderance of the evidence that she did not reside at the Jefferson Street, Second Floor address from February 2015 to April 2017, the time period by which the outstanding balance accrued.

Ms. Williams lived at 7415 Brockton Road, Philadelphia, Pennsylvania, from February 2009 to March 2014. After she moved out of the Brockton Road address, Ms.

Williams claimed in her testimony that she moved in with her mother at 507 Holly Road, Yeadon, Pennsylvania. She claims she lived with her mother until August 2016, when she moved in with her father at Jefferson Street, First Floor, Philadelphia, Pennsylvania. She claims that she did not reside at the service address of Jefferson Street, Second Floor, until May 1, 2017 which is the date her lease for Jefferson Street, Second Floor, began.

During her testimony, Ms. Williams admitted to using Jefferson Street, Second Floor, as her mailing address following her move from Brockton Road. Her reason for this, she claims, is because the Jefferson Street address is in the same school district as the Brockton Road address and she did not want to remove her children from the school that they were attending. She stated that if she needed mail immediately she would have it sent to her mother's address. In essence, the Complainant claims that from February 2015 to April 2017 she was either living at her mother's address or her father's address, not the service address of Jefferson Street, Second Floor.

The only documentation that the Complainant referenced in her support was her lease for the Jefferson Street, Second Floor, address which began on May 1, 2017. This document was not presented during the hearing but attached to the Complaint. Ignoring the fact that the Complainant did not introduce her lease as an exhibit at the hearing, thus it was not admitted into the record as evidence, the existence of a lease beginning on May 1, 2017 for the service address is not evidence that the Complainant was not residing at the address prior to the start date of the lease. The lease would only be evidence that she has been residing at the service address since May 1, 2017.

Tiffany Jones, a Senior Customer Review Officer at PGW, presented the testimony of PGW. Ms. Jones stated that when Ms. Williams applied to PGW to begin gas service at the service address in her name in April 2017 an Experian credit check was performed on her. This credit check linked Ms. Williams to the service address since February 2015. As the credit check linked Ms. Williams to the property since February 2015, PGW transferred the outstanding residential account balance accrued from that date onward to Ms. Williams' account. As noted, the Commission's regulations at 52 Pa. Code § 56.35(b)(2) provide that a utility can

establish where an applicant previously resided by means of a commercially available consumer credit reporting service.

PGW's tariff provides that, in addition to using a commercially available consumer credit reporting service, PGW can establish where an applicant previously resided through the applicant's driver's license. When questioned about the address listed on her driver's license following her move from Brockton Road, Ms. Williams admitted on cross examination that the address listed on her driver's license has been the service address since 2015.

Furthermore, when questioned about her tax forms on cross examination, Ms. Williams stated that she has listed Jefferson Street as her address since the 2014 tax year. Ms. Williams indicated that, when listing her address for her tax forms, she sometimes just listed "Jefferson Street" as her address without any indication to the First or Second Floor. However, the Experian credit check performed on Ms. Williams indicated that her income tax form information directly links her to the Jefferson Street, Second Floor address since 2015.

As stated, Ms. Williams had to present evidence sufficient to initially satisfy her burden of proving that she did not reside at Jefferson Street, Second Floor, from February 2015 to April 2017. Ms. Williams provided no evidence other than her testimony to show that she lived somewhere other than Jefferson Street, Second Floor, from February 2015 to April 2017. Ms. Williams provided no documentation to show that she lived somewhere other than Jefferson Street, Second Floor, during that time period. Ms. Williams cannot prevail providing only her strong assertions. No matter how honest and strong her assertions to the contrary were, they cannot form a basis for a finding in her favor. Mere bald assertions, personal opinions or perceptions do not constitute evidence to bolster a claim. *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987). I do not find that Ms. Williams met her initial burden of proof.

Alternatively, even under the assumption that Ms. Williams was successful in presenting evidence sufficient to initially satisfy her burden of proof, her claim would still fail.

If Ms. Williams initially satisfied her burden of proof, the burden of going forward with the evidence would shift to the Respondent. The Respondent would be required to present evidence to rebut the evidence of the Complainant. By presenting evidence of a credit check linking Ms. Williams to the service address since February 2015, and by establishing that Ms. Williams' mailing address, driver's license, and tax forms linked her to the service address, PGW would have met its burden in rebutting the evidence of the Complainant. The burden of going forward would shift back to the Complainant, and the Complainant would then be required to rebut PGW's evidence. The Complainant failed to present additional evidence to rebut PGW and in fact admitted that her driver's license, mailing address, and tax forms connected her to the service address since 2015.

As stated, any adjudication that the Commission makes must be based upon substantial evidence. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. The evidence provided by the Complainant in this case does not support a finding in her favor. The Complainant failed to carry her burden of providing by a preponderance of the evidence that she did not reside at the service address from February 2015 to April 2017. The Complainant is liable for the entire outstanding account balance of \$3,699.30.

Payment Arrangement Request

Ms. Williams additionally requested to be awarded a payment arrangement. As I have determined that Ms. Williams is liable for the outstanding residential account balance at the service address, a payment arrangement would cover her entire balance due of \$3,699.30.

The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1418, applies to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This law provides strict guidelines that the Commission must follow when determining whether a payment arrangement can be issued and the length of the payment arrangement.

(a) General rule.--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.

(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.

66 Pa.C.S. §§ 1405(a)-(b).

The Complainant was awarded a payment arrangement by BCS at Docket No. 2965542 on May 24, 2012. She was given a level 1 payment arrangement for a household of five people with a household income of \$2,618.00. (PGW Exhibit 5, pg. 4-5). She was to pay \$93 a month under this payment arrangement. This payment arrangement became a formal Commission-issued payment arrangement once the Complainant chose not to appeal the BCS decision. The Complainant defaulted on this Commission-issued payment arrangement. (PGW Exhibit 5, pg. 1). 66 Pa.C.S. § 1405(d) addresses the authority of the Commission to establish second or subsequent payment arrangements.

(d) Number of payment arrangements.--Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public

utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

66 Pa.C.S. § 1405(d). “Change of income” is defined as the following:

“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.

66 Pa.C.S. § 1403. Additionally, “Household income” is defined as the following:

“Household income.” The combined gross income of all adults in a residential household who benefit from the public utility service.

66 Pa.C.S. § 1403.

It should first be noted, that the Commission-issued payment arrangement that was awarded to the Complainant was for her address at Brockton Road. She has never been awarded a payment arrangement for her address at Jefferson Street, Second Floor. The balance owed under her account to PGW includes an outstanding residential balance of \$659.73 transferred from the Brockton Road address. However, 66 Pa.C.S. § 1405(d) does not seem to place any relevance on whether the first payment arrangement was for a different address than the second or subsequent payment arrangement that is being sought. The relevance is placed on the customer and whether the customer has had a previous payment arrangement established between the customer and the public utility. The payment arrangement that the Complainant received at her Brockton Road address, thus, was her first payment arrangement and she now seeks a second Commission-issued payment arrangement. A second Commission-issued payment arrangement will only be issued in this case if the Complainant suffered a decrease in household income of 10% or more.

The Complainant resides at her household with her two minor children. The Complainant testified that she earns approximately \$3,200 monthly. Thus, not only has her household income **increased** since her last payment arrangement (\$3,200 versus \$2,618) but her

household size has decreased since her last payment arrangement (5 versus 3). The Complainant has not suffered a change in income entitling her to a second Commission-issued payment arrangement.

The Responsible Utility Customer Protection Act also provides the Commission with another method to assist customers who have defaulted on a previous Commission-issued payment arrangement. The Act authorizes the Commission to reinstate and extend a Commission-issued payment arrangement on which a Complainant has defaulted.

(e) Extension of payment arrangements.--If the customer defaults on a payment arrangement established under subsections (a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

66 Pa.C.S. § 1405(e). “Significant change in circumstance” is defined as the following:

“Significant change in circumstance.” Any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income.
- (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer's residence.
- (4) Increase in the customer's number of dependents in the household.

66 Pa.C.S. § 1403.

The Complainant has not alleged or produced any evidence that she has suffered from a significant change in circumstance that caused her to default on her last payment arrangement. Furthermore, a long period of time has passed since the payment arrangement was

issued, and the Complainant has since been offered, and defaulted on, numerous PGW payment arrangements. Therefore, the Complainant's Brockton Road payment arrangement at BCS Docket No. 2965542 will not be reinstated and extended.

Ms. Williams' gross monthly household income level seems to exceed 150% of the federal poverty level,³ making her ineligible for PGW's Customer Responsibility Program. However, Ms. Williams is still strongly encouraged to work with PGW to pursue options to address her outstanding balance.

CONCLUSIONS OF LAW

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

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

3. 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. 52 Pa. Code § 56.35(b)(1).

4. 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. 52 Pa. Code § 56.35(b)(2).

³ Ms. Williams has a household income of approximately \$3,200 for a household of three. For a household of three, 150% of the federal poverty income level is \$2,597.50. Federal Register, Vol. 83, No. 12, January 18, 2018, pg. 2643. Also see <http://aspe.hhs.gov/poverty-guidelines>.

5. PGW may establish that an Applicant previously resided at those premises through the use of a driver's license or Pennsylvania Department of Transportation issued Identification Card. PGW Gas Service Tariff, Sixth Revised Page No. 17, 2.1(iii).

6. Mere bald assertion, personal opinions or perceptions do not constitute evidence to bolster a claim. Pennsylvania Bureau of Corrections v. City of Pittsburgh, 516 Pa. 75, 532 A.2d 12 (1987).

7. The Complainant has not met her burden of proving that PGW improperly assigned her liability for the outstanding balance at the property for which she requested service.

8. The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1418, applies to this proceeding.

9. The Commission is authorized to establish a payment arrangement between a public utility and a customer. 66 Pa.C.S. § 1405(a).

10. Absent a change in income, the Commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. 66 Pa.C.S. § 1405(d).

11. If a customer defaults on a payment arrangement established by the Commission under subsections 1405(a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown. 66 Pa.C.S. § 1405(e).

12. For a household of three, 150% of the federal poverty income level is \$2,597.50. Federal Register, Vol. 83, No. 12, January 18, 2018, pg. 2643. Also see <http://aspe.hhs.gov/poverty-guidelines>.

13. The Complainant has not met her burden of proving that she is entitled to a second payment arrangement or to an extension of the first Commission-issued payment arrangement. 66 Pa.C.S. §§ 1405(d)-(e).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal Complaint filed by D'Andra Williams against Philadelphia Gas Works at Docket No. C-2018-3000918 is denied in its entirety.
2. That the Secretary mark Docket No. C-2018-3000918 as closed.

Date: June 13, 2018

_____/s/_____
Alphonso Arnold III
Special Agent