

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tim Schweitzer	:	
	:	
v.	:	F-2017-2633996
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Conrad A. Johnson
Administrative Law Judge

INTRODUCTION

An electric utility customer filed a Complaint alleging incorrect billing and quality of service issues. As relief, customer requested that the Commission grant him a payment arrangement and order the utility to fix the quality of service issues. This decision dismisses the Complaint for failure to meet the burden of proof and denies the request for a payment arrangement because the account has a poor payment history, the greater portion of which includes outstanding customer assistance program charges which cannot be subject to a Commission-ordered payment arrangement.

HISTORY OF THE PROCEEDING

On November 6, 2017, Tim Schweitzer (Complainant or Mr. Schweitzer) filed a Complaint with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (PPL or Respondent) at Docket No. F-2017-2633996, requesting a payment

arrangement and alleging incorrect billing charges and a reliability, safety or quality problem with his electric utility service.¹

On December 6, 2017, PPL filed an Answer, admitting in part and denying in part the material allegations of the Complaint. PPL admitted Complainant was seeking a payment arrangement. PPL denied the company had not provided the most advantageous payment arrangement to Complainant and averred Complainant had been enrolled in its OnTrack Program, a customer assistance program (CAP). As relief, PPL requested that the Complaint be denied.

On January 8, 2018, the Commission notified the Parties that this proceeding was assigned to the undersigned ALJ for an initial telephonic hearing on March 2, 2018. On January 9, 2018, a Prehearing Order outlining the relevant procedural rules for the hearing was issued to the Parties. The hearing convened as scheduled. Mr. Schweitzer represented himself. PPL was represented by Kimberly G. Krupka, Esquire. Testimony was received from Mr. Schweitzer, and PPL's reliability supervisor, Alexander Holbrook, and customer service lead, Holly Hankerson. Complainant did not offer any exhibits. Respondent offered Exhibits 1, 2, 3, 7 and 8, which were admitted into the record. Judicial notice was taken of Respondent's Exhibits 4 and 5, which were informal case reviews completed by BCS.

The hearing generated an 83-page transcript (Tr.), and the ALJ received a copy of the transcript on March 30, 2018. No briefs were filed. The record was closed by Interim Order dated April 3, 2018. This case is procedurally ready for ruling.

FINDINGS OF FACT

The Parties and Service Location Description

1. Complainant Tim Schweitzer resides at 272 Schweitzer Drive, Hughesville, Lycoming County, Pennsylvania (Service Location). Tr. 5.

¹ Complainant seeks timely review of the Commission's Bureau of Consumer Services' (BCS) October 17, 2017, denial of his informal complaint against PPL at BCS No. 3547157.

2. Respondent PPL Electric Utilities Corporation is a jurisdictional public utility providing electric service to Pennsylvania customers.

3. Mr. Schweitzer's wife and three children, ages 16, 12 and 8, reside with him at the Service Location. Tr. 20.

4. Mr. Schweitzer's residence, which was built in 2001, is a two-story, wood frame house with a full basement, and each level is 2,000 square feet for a total of 6,000 square feet. Tr. 17-19, 31.

5. Mr. Schweitzer's residence has a living room, dining room, kitchen, four bedrooms, three bathrooms and a basement, which is used for storage. Tr. 17-18.

6. Mr. Schweitzer's house is on a one-acre cleared lot, which is surrounded by woods in a semi-rural area. Tr. 22-23.

7. The Service Location, in addition to the 6,000 square foot house, includes a detached garage, which houses a coal burner. Tr. 25.

8. Mr. Schweitzer is disabled from his occupation as a logger, and he is home most of the day. Tr. 21, 81.

Complainant's Electric Usage

9. Mr. Schweitzer never used electricity as his heating source at the Service Location, except for heating hot water. Tr. 20.

10. In the fall of 2016, Mr. Schweitzer converted his heating source to coal, including heating his hot water with coal. Tr. 13, 19-20.

11. In the summer of 2017, Mr. Schweitzer installed two energy efficient air conditioning units and an energy efficient freezer. Tr. 13.

12. Appliances at the Service Location utilizing electricity include a washer, dryer, refrigerator, freezer, five televisions, five cable boxes, a master cable box, inside and outside light fixtures, two air conditioning units, three computers, a well water pump and a coal burner. Tr. 13, 24, 26, 28-29.

13. The detached garage at the Service Location has inside and outside light fixtures. Tr. 25-27.

14. The Service Location has automatic dusk to dawn outside lighting on the garage and the soffit and front door of the house. Tr. 26-27.

15. Mr. Schweitzer’s lowest and highest monthly kWh usage over each of the last four years compare as follows:

12-Month Period	Billing Period Ending	Low kWh Usage	Billing Period Ending	High kWh Usage
3/2014 to 2/2015	4/16/14	2090	12/16/14	4152
3/2015 to 2/2016	5/15/15	2430	8/17/15	4019
3/2016 to 2/2017	10/14/16	2740	6/16/16	4133
3/2017 to 2/2018	5/16/17	2870	1/16/18	4116

Tr. 53; Exhibit 7.

16. Electric consumption at the Service Location is slightly high for the square footage of the residence but not radically or abnormally high when compared to PPL’s design guidelines. Tr. 44, 46.

17. The Service Location has the potential for 3,000 to 4,000-kilowatts of usage monthly. Tr. 45.

18. Prior to Mr. Schweitzer converting his heating source to coal, his monthly electric bill was approximately \$450.00. Tr. 15-16.

19. After converting his heating source to coal, Mr. Schweitzer's monthly electric bill was approximately \$450.00. *Id.*

Meter and Voltage Tests

20. On November 21, 2017, PPL removed the meter at the Service Location to test the accuracy of the meter. Tr. 36.

21. The meter for the Service Location tested at an accuracy of 99.711 percent. Tr. 37; Exhibit 8.

22. Over the last two or three years, Mr. Schweitzer has complained about his lights flickering and dimming. Tr. 12, 14.

23. In August of 2014 and August of 2017, for one week each time, PPL installed a recording voltmeter at the Service Location. Tr. 38; Exhibit 1.

24. A recording voltmeter is used by PPL's engineers to analyze the specific power quality that a customer is experiencing at a service location. *Id.*

25. A recording voltmeter provides data on a customer's electric power consumption and any voltage spikes a customer may experience. *Id.*

26. The voltmeter test conducted in August 2014 did not record any surges in voltage or any other issues at the Service Location. Tr. 40.

27. For the week of August 7 to August 15, 2017, the voltmeter recorded a voltage drop of about 4 volts when an air conditioning unit started. Tr. 39.

28. A voltage variance or drop of 4 volts, when an electrical appliance is started, is slightly above PPL's design guideline of a variance of no more than 3.6-volts. Tr. 39.

29. The voltage drop at the Service Location would be momentary, i.e., lasting a few seconds, after the air conditioning unit was up and running. Tr. 40.

30. A momentary voltage drop of 4 volts does not present a safety issue. Tr. 41.

31. A momentary voltage drop of 4 volts does not affect the amount of power that a customer consumes. Tr. 40.

32. A voltage drop of 4 volts can cause light fixtures to dim for a second or two. Tr. 43-44.

33. Flickering lights in PPL's terminology is equivalent to an interruption in service, that is, "lights completely going off and coming back on." Tr. 43.

34. The voltmeter test conducted in August 2017 at the Service Location did not record any data indicative of lights flickering or an interruption in service. Tr. 43-44.

PPL's Customer Assistance Program and Complainant's Payment History

35. PPL has a customer assistance program, named OnTrack, to assist eligible customers in paying their electric bills. Tr. 70, 75.

36. PPL's OnTrack Program runs for 18 months, after which eligible customers must complete a recertification packet. Tr. 63.

37. Mr. Schweitzer was enrolled in PPL's OnTrack Program on September 19, 2015. Tr. 61.

38. The last payment made on Mr. Schweitzer's account was in the amount of \$452.00 on June 26, 2017. Tr. 73; Exhibit 7.

39. Mr. Schweitzer was removed from PPL's OnTrack Program when he failed to make payments on his account after June 26, 2017. Tr. 55.

40. Mr. Schweitzer's monthly housing expenses are \$650.00 for mortgage, \$300.00 for homeowner's insurance, and \$666.00 for property taxes for a monthly total of \$1,616.00. Tr. 29.

41. Mr. Schweitzer's monthly household income includes his Social Security disability benefits in the amount of \$508.00 plus \$475.00 in public assistance benefits for a total monthly income of \$983.00. Tr. 21, 29.

42. Mr. Schweitzer's wife is not employed. Tr. 21.

43. Mr. Schweitzer's father now pays Complainant's monthly mortgage, property taxes and homeowner's insurance. Tr. 30.

44. At the time of hearing, Mr. Schweitzer's account balance was \$4,572.70, which includes \$3,211.56 in OnTrack charges. Tr. 53, 71-72.

45. Mr. Schweitzer has not previously received a Commission-ordered payment arrangement. Tr. 76.

DISCUSSION

Burden of Proof

Complainant is the party asking for action or relief from the Commission. As the party seeking relief, Complainant has the burden of proof to show that PPL has in some manner

violated the provisions of the Public Utility Code (Code) or the regulations of the Commission. 66 Pa.C.S. § 332(a).

The term “burden of proof” means a duty to establish a fact by a preponderance of the evidence. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950); and *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976). “Preponderance of the evidence” means one party must present evidence that is more convincing, by even the smallest amount, than the evidence presented by the other party. *Id.* Accordingly, one must review the record in this case to determine whether Complainant has satisfied his burden of proof. If the review indicates the burden has been satisfied, one must then determine whether Respondent has submitted evidence of co-equal value or weight to refute Complainant’s evidence. If this has occurred, the burden of proof cannot be satisfied, unless the party bearing the burden of proof presents additional evidence. *Morrissey v. Pa. Dept. of Highways*, 424 Pa. 87, 225 A.2d 895 (1967); *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa.Cmwlth. 1982).

Furthermore, one must exercise care to ensure substantial evidence in the record supports the decision of the Commission. *See, e.g.*, Section 704 of the Administrative Agency Law, 2 Pa. C.S. § 704; and *Yellow Cab Company v. Pa. Pub. Util. Comm’n*, 524 A.2d 1069 (Pa.Cmwlth. 1987). “Substantial evidence” means such relevant evidence that a reasonable mind may accept as adequate to support a conclusion. *Philadelphia Gas Works v. Pa. Pub. Util. Comm’n*, 898 A.2d 671 (Pa.Cmwlth. 2006). The pertinent inquiry is whether substantial evidence exists to support the Commission’s findings. *Elliot Co. v. Workers’ Comp. Appeal Bd. (Shipley)*, 785 A.2d 480 (Pa.Cmwlth. 2002). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm’n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 194 Pa.Super. 278, 166 A.2d 96 (1961); and *Murphy v. Pa. Dept. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth. 1984). In addition, a complainant, to establish a sufficient case against a utility and satisfy the burden of proof, must show the utility is responsible or accountable for the problem described in the complaint. *Feinstein*, cited above.

Reasonable Service

Section 1501 of the Code, 66 Pa.C.S. § 1501, states, “Every public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make all repairs, changes, alterations, substitutions, extensions, and improvements in or to its service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public.” Section 102 of the Code, 66 Pa.C.S. § 102, defines “service” as:

Used in its broadest and most inclusive sense, includes *any and all acts done, rendered, or performed*, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities

(Emphasis added). A utility’s “service” is not merely confined to the distribution of utility service, but also includes “any and all acts” related to that function. *West Penn Power Co. v. Pa. Pub. Util. Comm’n*, 578 A.2d 75 (Pa.Cmwlth. 1990).

The Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 unless it finds that a utility has violated a duty to render reasonable and reliable service. *West Penn Power Co. v. Pa. Pub. Util. Comm’n*, 478 A.2d 947, 949 (Pa.Cmwlth. 1984).

The Commission has stated that a utility is not mandated to furnish perfect service:

[Section 1501] does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.

Re Metropolitan Edison Company, 80 Pa. PUC 663, 672 (1993).

Thus, the test to determine the adequacy of a utility’s service is that of reasonableness. *Scherich v. Verizon Pennsylvania Inc.*, PUC Docket Nos. C-2008-2061244, C--2008-2068818 (Final Order January 28, 2010).

Electric Reliability Standards

Chapter 57, Subchapter N of the Commission regulations sets forth electric reliability standards. 52 Pa.Code §§ 57.191-198. The purpose of Subchapter N provides:

Reliable electric service is essential to the health, safety and welfare of the citizens of this Commonwealth. The purpose of this subchapter is to establish standards and procedures for continuing and ensuring the safety and reliability of the electric system in this Commonwealth. The standards have been developed to provide a uniform method of assessing the reasonableness of electric service reliability.

52 Pa.Code § 57.192. Section 57.192(i)(A) of the regulations, 52 Pa.Code § 57.192(i)(A), defines an interruption of electric service beyond an electric distribution company's control that affects 10% of the customers in the territory and lasts five minutes or more as a major event. Therefore, interruptions that last less than five minutes would be minor or momentary. There is no reliability standard for dimming lights.

High Bill Dispute

When a customer alleges a high bill dispute, the *Waldron Rule* applies.

In *Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980), the Commission adopted the Michigan Public Service Commission's (PSC's) policy announced in *Hallifax v. O & A Electric Co-Op*, Case No. U-5825, May 1979, which stated that, while the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. The Michigan PSC 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.

Charisse M. Bennett v. The Peoples Natural Gas Company, LLC, Docket No. C-2009-2122979, (Opinion and Order entered September 23, 2010, at page 5).

Meter Testing

The Commission’s regulations provide tolerance standards for recording electricity usage within an error variance of 2.0% or less as follows:

§ 57.20. Watthour Meter Testing.

(c) No watthour meter which has an error in registration of more than 2.0% at light load or heavy load may be placed in service or allowed to remain in service without adjustment. If, upon installation, period or other tests, a watthour meter is found to exceed these limits, it shall be adjusted or removed from service.

52 Pa.Code § 57.20(c).

Payment Arrangements

Here, Mr. Schweitzer seeks an affordable payment arrangement from the Commission. Thus, Chapter 14 of the Code, the Responsible Utility Customer Protection Act, 66 Pa.C.S. § 1401 *et seq.*, effective December 22, 2014, applies to this proceeding. Section 1405 of the statute provides as follows:

§ 1405. Payment arrangements.

(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.

....

(c) **Customer assistance programs.** – Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission.

....

(f) Failure to comply with payment arrangement.—Failure of a customer to comply with the terms of a payment arrangement shall be grounds for a public utility to terminate the customer's service. Pending the outcome of a complaint filed with the commission, a customer shall be obligated to pay that portion of the bill which is not in dispute and subsequent bills which are not in dispute.

Analysis

The Parties' Positions

In this proceeding, Mr. Schweitzer raises several issues: quality of service, high billing charges, and payment arrangement request. According to Mr. Schweitzer, over the years he has experienced dimming and flickering of his light fixtures, damages to his appliances and high bills despite changing his heating source to coal. He seeks a Commission-ordered payment arrangement based upon a monthly household income of \$983.00 for a family of five.

PPL concedes that Mr. Schweitzer experiences dimming of his lights fixtures, which is attributable to a voltage drop when an air conditioning unit is turned on. However, PPL maintains there are no other malfunctions with Mr. Schweitzer's service based upon the company's meter tests. PPL also concedes that Mr. Schweitzer's electric consumption is slightly high but not radically high based upon the size of the residence. PPL does not object to the Commission granting Mr. Schweitzer a payment arrangement on his non-OnTrack charges.

The issues and the competing positions of the Parties are addressed below.

High Billing Charges and Potential Energy Usage Issues

Mr. Schweitzer urges that his electric bills have remained the same despite switching his heating source to coal and installing energy efficient appliances and lightbulbs. Tr. 14, 27. Before making the transition his monthly electric bill was approximately \$450.00, and after the transition his monthly electric bill was approximately \$450.00. Tr. 15-16. He acknowledges energy costs have gone up, but he contends he has made every effort to bring his electric bill down to no avail. Tr. 14-16. PPL counters that the meter for the Service Location

tested at 99.711 percent accurate. Tr. 37; Exhibit 8. Under the Commission's regulations, this test result is within an acceptable 2.0% range of accuracy. 52 Pa.Code § 57.20(c).

In a high bill dispute case, the Commission has stated that a complainant may overcome the accuracy of a meter test with other evidence under the *Waldron* rule or test. *Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980). Under the *Waldron* rule, a complainant may establish a high bill *prima facie* case by showing his power usage for the billing period in question was unchanged from earlier periods, and his bill for the same power was higher than previous bills; or the complainant may provide some other relevant evidence showing that the disputed bills are abnormally high. *Charisse M. Bennett v. The Peoples Natural Gas Company, LLC*, Docket No. C-2009-2122979 (Opinion and Order entered September 23, 2010, at page 5).

A review of Mr. Schweitzer's electric usage over four, 12-month periods reveals his consumption has remained relatively constant. See chart in Finding of Fact Number 15. For example, during the 12 months from March 2014 to February 2015, Mr. Schweitzer had a low usage of 2090 kWhs for the billing period ending April 16, 2014, and high usage of 4152 kWhs for the billing period ending December 16, 2014. During the 12 months from March 2017 to February 2018, Mr. Schweitzer had a low usage of 2870 kWhs for the billing period ending May 16, 2017, and high usage of 4116 kWhs for the billing period ending January 16, 2018.

Note must also be taken of the size of Mr. Schweitzer's home, the five-member household size, and the number of appliances in use. The Schweitzer home is 6,000 square feet including the basement. Tr. 17-19. Appliances at the Service Location utilizing electricity include a washer, dryer, refrigerator, freezer, five televisions, five cable boxes, a master cable box, inside and outside light fixtures, two air conditioning units, three computers, a well water pump and a coal burner. Tr. 13, 24, 26, 28-29. Mr. Schweitzer has automatic dusk to dawn outside lighting on his detached garage and the soffit and front door of his house. Tr. 26-27. Mr. Schweitzer admits that he is home most of the day which can also contribute to his use of electricity. Tr. 21. Mr. Schweitzer contends he changed his heating source to coal in the fall of 2016, but his electric usage remains the same. Tr. 14-16. This change would not necessarily

lower his electric usage because he admits, except for his hot water, he never used electricity as his heating source. Tr. 20.

PPL's witness, Mr. Holbrook, who is an engineer, stated that Mr. Schweitzer's electric consumption is slightly high based upon PPL's design guidelines for estimating a load for a residential home based on square footage. Tr. 25, 44-45. However, considering the size of Mr. Schweitzer's living space, his electric usage is not radically or abnormally high, according to Mr. Holbrook. Tr. 43-44. Based upon the size of the home and number of appliances, Mr. Holbrook opined that Mr. Schweitzer has the potential to use 3000 to 4000 kilowatts monthly. Tr. 45.

Mr. Schweitzer did not present any other evidence to establish his high bill claim, as permitted under the *Waldron* rule. However, PPL established that the Service Location has the potential for the usage that is being billed, and the meter tested within the accuracy standards prescribed by the Commission's regulations.

Considering the foregoing factors, Mr. Schweitzer's high bill claim must be dismissed.

Quality of Service Issue

At the heart of the matter, Mr. Schweitzer explains that his electric service is faulty because his lights repeatedly dim and flicker. Tr. 12. In his Complaint, Mr. Schweitzer also complained that power surges damaged his three computers, washer, and cable boxes, requiring him to employ an electrician, who did not find any problem on Complainant's end. Complaint ¶ 4. Notably, Mr. Schweitzer did not present any documentary evidence to establish damages to his appliances or proof of an electrician's finding. Therefore, these allegations lack substantial evidence and are not addressed further.

PPL conducted two recording voltmeter tests, one in August 2014 and another in August 2017, at the Service Location. Tr. 39-40. These tests provide data on a customer's electric power consumption and any voltage spikes a customer may experience. Tr. 38. The voltmeter

test conducted in August 2014 did not record any surges in voltage or any other issues at the Service Location. Tr. 40. The voltmeter test in August 2017 recorded a voltage drop of about 4 volts when an air conditioning unit started. Tr. 39. PPL's engineer, Mr. Holbrook, explained that a 4-volt drop is below PPL's standard under which a volt drop should not exceed 3.6 volts. Tr. 39. Mr. Holbrook further explained that a momentary 4-volt drop that was recorded at Mr. Holbrook's house was not a safety issue. Tr. 41. Mr. Holbrook attributed the dimming of Mr. Schweitzer's lights to the voltage drop. Tr. 43-44. However, the voltmeter test did not record any evidence of flickering lights or service interruption. *Id.*

Momentary dimming of lights when an air conditioning unit starts up is admittedly vexing and inconvenient. Under the Commission's regulations the dimming of lights for a second or two is not an electric reliability standard violation. Section 57.192(i)(A) of the regulations, 52 Pa.Code § 57.192(i)(A), defines an interruption of electric service beyond an electric distribution company's control that affects 10% of the customers in the territory and lasts five minutes or more as a major event. Therefore, interruptions that last less than five minutes would be minor or momentary. There is no reliability standard for dimming lights.

Importantly, the standard to determine the adequacy of a utility's service and facilities is one of reasonableness. The reasonableness standard is not one of perfect performance. *Re Metropolitan Edison Company*, 80 Pa. PUC 663, 672 (1993). In the instant case, the fact that Mr. Schweitzer's lights dim for a second or two when an air conditioning unit powers on does not rise to the level of substantial evidence to establish that PPL has failed to provide Complainant reasonable service.

Payment Arrangement Issue

Mr. Schweitzer's request for a payment arrangement must now be addressed. The evidence establishes that Mr. Schweitzer participated in a customer assistance program (CAP) known as OnTrack starting on September 19, 2015. He defaulted on the OnTrack Program by failing to make any payments on his account after June 26, 2017. Between September 2015 and March 2016, Mr. Schweitzer defaulted four times for failure to make payments, but PPL allowed him to pay catch-up amounts. Tr. 61; Exhibit 3. Mr. Schweitzer has not previously received a

Commission-ordered payment arrangement. PPL does not object to the Commission granting Mr. Schweitzer a payment arrangement.

Resolution of Mr. Schweitzer's request for a payment arrangement must be in conformity with the Commission's decision in *Susan Hewitt v. PECO Energy Company*, Docket No. F-2011-2273271 (Opinion and Order entered September 12, 2013) (*Hewitt*). In *Hewitt*, the Commission stated it has authority to order a payment arrangement in mixed arrearage cases which include CAP and non-CAP charges. Here, Mr. Schweitzer's arrearages total \$4,572.70. This total includes CAP/OnTrack charges in the amount of \$3,211.56. In *Hewitt*, the Commission noted that it did not have the authority to grant a payment arrangement on CAP charges under Section 1405(c) of the Code, which states, "Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission." 66 Pa.C.S. § 1405(c). Therefore, Mr. Schweitzer cannot be granted a Commission-ordered payment arrangement on his CAP/OnTrack charges.

Furthermore, in *Hewitt*, the Commission declined to exercise its authority, to grant the complainant a payment arrangement based on the customer's poor payment history and her ability to keep company-issued payment arrangements. *Hewitt* at 10-12.

Similarly, in the present case, Mr. Schweitzer has a poor payment history. He has defaulted on the PPL's OnTrack Program; he defaulted in paying his catch-up amounts; and the last payment on his account was in June 2017. However, Mr. Schweitzer manages his household income he is required to pay his utility bill. Importantly, by law, a public utility is entitled to receive payment for the service it provides. *Scaccia v. West Penn Power Company*, 55 Pa. PUC 637 (1982). Otherwise, unpaid bills are included in the utility's uncollectible expenses, which remaining customers ultimately pay. *Bolt v. Duquesne Light Company*, Docket No. Z-8712758 (Opinion and Order entered April 8, 1988).

Accordingly, Mr. Schweitzer's poor payment history combined with his outstanding CAP/OnTrack charges compels a denial of his request for a Commission-ordered payment arrangement.

Ruling

Reviewing the above findings of fact, applicable legal principles and the above analysis, a conclusion is required that Mr. Schweitzer did not establish his burden of proof requesting a payment arrangement and alleging incorrect billing charges and quality of service issues. Therefore, the Complaint must be dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the Parties and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. Complainant as the proponent of a rule or order has the burden of proof. 66 Pa.C.S. § 332(a).
3. Complainant carries the burden of proving Respondent has in some manner violated the provisions of the Public Utility Code or the regulations of the Commission in the course of providing him with electric service. 66 Pa.C.S. § 332(a).
4. The Public Utility Code does not require that public utility service be perfect but does require that service be adequate, efficient, safe, and reasonable, and that the utility make such repairs, changes, and improvements as shall be necessary to provide such service. 66 Pa.C.S. § 1501; *Re Metropolitan Edison Company*, 80 Pa. PUC 663, 672 (1993).
5. Customer Assistance Program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the Commission. 66 Pa.C.S. § 1405(c).
6. Complainant has not met his burden of proof as required under Section 332(a) of the Code. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Tim Schweitzer v. PPL Electric Utilities Corporation at Docket No. F-2017-2633996 is dismissed.
2. That the Secretary shall mark Docket No. F-2017-2633996 closed.

Date: June 21, 2018

/s/
Conrad A. Johnson
Administrative Law Judge