

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Carla Matrunics	:	
	:	
v.	:	C-2017-2617235
	:	
West Penn Power Company	:	

INITIAL DECISION

Before
Conrad A. Johnson
Administrative Law Judge

INTRODUCTION

An electric utility customer filed a Complaint alleging service termination issues, incorrect charges and a request for a payment arrangement. This decision dismisses the Complaint for the Complainant’s failure to meet her burden of proof and denies the request for a payment arrangement because the account has a poor payment history.

HISTORY OF THE PROCEEDING

On August 2, 2017, Carla Matrunics (Complainant or Ms. Matrunics) filed a Complaint with the Pennsylvania Public Utility Commission (Commission) against West Penn Power Company (Respondent, West Penn or Company) at Docket No. C-2017-2617235.¹ Complainant alleged 1) the utility is threatening to shut off my service or has already shut off my service; 2) I would like a payment arrangement; and 3) incorrect charges are on my bill. As relief, Complainant averred, “I want a payment plan for the proper amount of electric that I owe.”

¹ The Commission’s regulations permit a customer or applicant to seek resolution of a utility dispute by filing an informal complaint with the Commission’s Bureau of Consumer Services (BCS). *See* 52 Pa.Code § 56.166. Here, Complainant elected to forego the filing of an informal complaint with the BCS.

On August 22, 2017, Respondent filed an Answer to the Complaint. Respondent admitted the Company has threatened termination of Complainant's electric service; however, termination has been stayed pending the outcome of the Complaint. Respondent admitted that Complainant is seeking a payment arrangement from the Commission, but Respondent denied there are incorrect charges on Complainant's electric bill. As relief, Respondent requested dismissal of the Complaint. Respondent asserted, "In the alternative, the Complaint is appropriate for mediation."

By Call-In Telephonic Mediation Session Notice dated May 30, 2018, the Parties were informed that the case was scheduled for mediation before a Commission mediator on June 22, 2018. Mediation proved unsuccessful.

On July 3, 2018, the Commission notified the Parties that this proceeding was assigned to the undersigned Administrative Law Judge (ALJ) for an initial telephonic hearing on September 5, 2018. On July 9, 2018, a Prehearing Order outlining the relevant procedural rules for the hearing was issued to the Parties. The hearing convened as scheduled. Ms. Matronics was represented by David Colecchia, Esquire. West Penn was represented by John L. Munsch, Esquire. Testimony was received from Ms. Matronics and West Penn's customer service compliance specialist, Tammy J. Taylor, and meter test shop supervisor, Dallas W. Jenkins. Complainant did not offer any exhibits. Respondent offered Exhibits 1, 2, 5, 6, 7, 8 and 9 which were admitted into the record without objection. Respondent's Exhibits 3 and 4 were admitted into the record over the objection of Complainant.

The hearing generated a 129-page transcript, and the ALJ received a copy of the transcript (Tr.) on November 19, 2018. No briefs were filed. The record was closed by Interim Order dated November 20, 2018. This case is procedurally ready for ruling.

FINDINGS OF FACT

The Parties

1. Complainant Carla Matrunic resides at 105 10th Street, Bradenville, Westmoreland County, Pennsylvania (service address).
2. Respondent West Penn Power Company is a jurisdictional public utility providing electric service to Pennsylvania customers and to Ms. Matrunic at the service address.
3. On February 1, 1999, West Penn established electric service for Ms. Matrunic at the service address. Tr. 50.

Company Payment Arrangements and Service Account History

4. On November 26, 2013, West Penn extended a payment arrangement to Ms. Matrunic on an account balance of \$496.14, based upon her \$2,253.33 gross monthly household income, which required Ms. Matrunic to pay her budget bill and electric generation supplier charges plus \$15.00 monthly (2013 PAR) beginning on December 26, 2013. Tr. 73; Exhibit 4.
5. The 2013 PAR defaulted because of non-payment. Tr. 73.
6. On July 25, 2015, West Penn enrolled Ms. Matrunic in the Company's Low-Income Payment and Usage Reduction Program (2015 LIPURP) which was the predecessor to the Company's Pennsylvania customer assistance program (PCAP). Tr. 73; Exhibit 4.
7. The 2015 LIPURP was based upon a \$1,327.72 account balance and Ms. Matrunic's \$896.00 gross monthly household income, which required her to pay \$116.48 monthly plus a \$5.00 co-pay beginning on August 24, 2015. Tr. 73-74; Exhibit 4.

8. While Ms. Matrunics' account was in default under the 2015 LIPURP, West Penn enrolled her in the Company's PCAP with a \$1,415.30 account balance on December 13, 2015 (2015 PCAP). Tr. 74; Exhibit 4.

9. The 2015 PCAP required Ms. Matrunics to pay her current monthly charges minus a \$129.03 credit starting in January 2016. *Id.*

10. Under the 2015 PCAP, Ms. Matrunics made two payments in the amounts of \$224.62 and \$152.79, respectively on April 1, 2016 and April 27, 2016. Exhibit 2.

11. On April 29, 2016, West Penn mailed Ms. Matrunics a letter informing her it was time for her annual recertification for the Company's PCAP, and she was required to call the Company within 10 days of receipt of the letter to schedule a recertification appointment. Failure to recertify would result in removal from PCAP. Tr. 81; Exhibit 5.

12. Ms. Matrunics' June 2, 2016, electric bill included the following: "Important Notice: You are required to call 1-888-282-6816 to recertify for PCAP by June 26, 2016. If you do not, you will be removed from the program. Your account cannot be past due when recertifying." Tr. 82-83; Exhibit 6.

13. On June 28, 2016, West Penn removed Ms. Matrunics from the Company's PCAP for her failure to recertify her eligibility for the program; at the time of removal the account was in default. Tr. 74; Exhibit 1.

14. West Penn confirmed Ms. Matrunics' removal from PCAP in a letter dated August 1, 2016. Tr 82-83; Exhibit 7.

15. Following the removal of her account from West Penn's PCAP, Ms. Matrunics made three payments on her account in the amounts of \$232.00, \$100.00 and \$200.00, respectively on July 31, 2016, December 3, 2016 and March 2, 2017. Tr. 59; Exhibits 1-2.

16. West Penn has not received any payments on Ms. Matrunics' account since March 2, 2017. Tr. 59; Exhibit 2.

17. Ms. Matrunics' electric service remains active. Tr. 45.

18. Ms. Matrunics' account balance is \$6,114.12. Tr. 58; Exhibit 2.

19. Ms. Matrunics' account balance does not include any PCAP arrearages. Tr. 77, 91-93.

20. "Given the current balance and the history of default on the prior payment arrangement, and lack of payment, the company is not willing to provide another arrangement at this time [to Ms. Matrunics]." Tr. 73, 93-94, 111.

21. Ms. Matrunics has not previously received a payment arrangement from the Commission. Tr. 44.

Service Address Description

22. The service address is an all-electric, three-bedroom, 2,600 square foot, ranch-style home with a fireplace and two bathrooms. Tr. 16, 29.

23. The electrical appliances at the service address include the following: refrigerator, range, upright freezer, dishwasher, washer/dryer, hot water heater, three televisions, computer, out-of-service pool pump, C-PAP machine and nebulizer. Tr. 20, 29-30.

Incorrect Charges Issue

24. Ms. Matrunics disputes her March 2017 bill in the amount of \$809.15, resulting from West Penn's reading of her meter on February 28, 2018. Tr. 39; Exhibit 2.

25. West Penn conducts bi-monthly actual meter readings of its customers' electric usage, thereby alternating between actual and estimated meter readings. Tr. 60.

26. Ms. Matrunics has a 15-year old, black Labrador Retriever at the service address. Tr. 28.

27. West Penn estimated Ms. Matrunics' electric usage for December 2016. Tr. 60.

28. For the 6-month periods October 2015 to March 2016 and October 2016 to March 2017, West Penn recorded Ms. Matrunics' electric usage and billed her as follows:

Meter Reading Date	kWh Usage	Billing Amount	Meter Reading Date	kWh Usage	Billing Amount
10/26/15-A*	1,311	\$145.55	10/28/16-A	697	\$75.68
11/27/15-E**	1,974	\$216.22	11/30/16-E	1,356	\$141.71
12/29/15-A	2,296	\$252.50	12/29/16-E	1,184	\$130.54
1/27/16-E	3,762	\$409.67	1/30/17-E	1,307	\$145.10
2/26/16-A	2,955	\$323.01	2/28/17-A	7,146	\$809.15
3/30/16-E	2,067	\$227.15	3/30/17-E	2,591	\$282.60
Totals:	14,365	\$1,574.10	Totals:	14,281	\$1,584.78
Monthly Averages:	2,394.16	\$262.35	Monthly Averages:	2,380.16	\$264.13
*A = Actual Meter Reading **E = Estimated Meter Reading					

Table 1

Tr. 66-67; Exhibits 1 and 2.

29. For the 6-month periods October 2015 to March 2016 and October 2016 to March 2017, Ms. Matrunics' average, monthly usage was 14 kwh less in 2016 compared to 2015, and her average, monthly bill was \$1.78 more in 2016 compared to 2015. *See* Table 1 above.

Meter Test

30. On March 15, 2018, West Penn tested Ms. Matrunics' meter No. W58344237. Tr. 99; Exhibit 8.

31. Ms. Matrunics' meter No. W58344237 on light load tested at 101.11% registration, and on full load the meter tested at 100.01% registration, resulting in a weighted average of 100.23%. Tr. 99; Exhibit 8.

Household Size, Bankruptcy Filing, Gross Monthly Income

32. Ms. Matrunics resides at the service address with her husband and two minor daughters. Tr. 16, 27.

33. In May 2016, Ms. Matrunics filed a Chapter 13 bankruptcy in the Bankruptcy Court for the Western District of Pennsylvania at Docket No. 16-21769-GLP. Tr. 24-25.

34. Under the Chapter 13 bankruptcy proceeding, Ms. Matrunics is currently making payments totaling \$1,430.00 on the service address's mortgage, property taxes and homeowner's insurance as well as the two lots she owns, which are adjacent to the service address, and her car note. Tr. 24-27.

35. West Penn is not named as a creditor in Ms. Matrunics' Chapter 13 bankruptcy. Tr. 25, 36.

36. Ms. Matrunics' household income includes her \$27,000.00 annual income as a medical assistant, her husband's annual \$15,600.00 income as a custodian plus \$6,000.00 annually as a bowling alley attendant for a total annual gross household income of \$48,600.00, or \$4,050 monthly. Tr. 25, 34.

37. Ms. Matrunics is seeking a Commission-ordered payment arrangement. Tr. 37.

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 West Penn has in some manner violated the provisions of the Public Utility Code (Code), the regulations of the Commission or a Commission order. 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 her 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.

High Bill Dispute

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

In *Waldron v. Philadelphia Electric Company*, 54 Pa. P.U.C. 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.

Bennett v. The Peoples Natural Gas Company, LLC, Docket No. C-2009-2122979, p. 5 (Opinion and Order entered October 13, 2010).

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, Ms. Matronics 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 in pertinent part 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.

....

(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, Ms. Matrunics raises several issues: threat of service termination, high billing charges, and a payment arrangement request.² She seeks a Commission-ordered payment arrangement based upon a monthly, gross household income of \$4,050.00 for a family of four. Tr. 25, 34, 37.

West Penn admits threatening to terminate Ms. Matrunics' service, but stayed the termination pending the outcome of the Complaint. West Penn disputes Ms. Matrunics' high billing claim. West Penn asserts that for the period in question Ms. Matrunics' usage is consistent, and a high bill in March 2017 resulted from three prior estimated monthly readings. Tr. 67, 120. Also, testing determined that Ms. Matrunics' meter was accurately recording her usage. Therefore, the Company requests that the Complaint be dismissed.

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

High Billing Charge Claim

The only charge that Ms. Matrunics is disputing is her March 2017 bill for \$809.15. Tr. 39-40; Exhibit 2. Excluding the \$809.15, Ms. Matrunics concedes she owes the remainder of her account balance which computes to \$5,304.97. Tr. 58; Exhibit 2. Ms. Matrunics maintains her March 2017 bill is inordinately high. Tr. 40.

West Penn counters that the Company tested Ms. Matrunics' meter. Dallas W. Jenkins, the Company's meter test shop supervisor, testified that Ms. Matrunics' meter, on

² Ms. Matrunics also contends the Commission's statute providing for payment arrangements, 66 Pa.C.S § 1405, is unconstitutional. Tr. 10. Notably, this issue was not raised in her Complaint. I dismissed this issue during the hearing. Tr. 118. "[A]n administrative agency cannot determine the constitutionality of its own enabling legislation." See *Allegheny Ludlum Steel Corp. v. Pa. Pub. Util. Com.*, 67 Pa.Cmwlth. 400, 447 A.2d 675 (1982). Therefore, this issue is not addressed further in this decision.

light load, tested at 101.11%. Tr. 99; Exhibit 8. On full load, the meter tested at 100.01%, resulting in a weighted average of 100.23%. *Id.* Under the Commission's regulations, this test result is within an acceptable 2.0% range of accuracy. 52 Pa.Code § 57.20(c).

However, 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 her power usage for the billing period in question was unchanged from earlier periods, and her bill for the same period was higher than previous bills; or the complainant may provide some other relevant evidence showing that the disputed bills are abnormally high. *Bennett v. Peoples Natural Gas Company, LLC*, Docket No. C-2009-2122979, p. 5 (Opinion and Order entered October 13, 2010).

West Penn bills its customers based upon meter readings, and the Company alternates between actual and estimated meter readings. Tr. 60. West Penn's compliance specialist, Ms. Taylor, explained that Ms. Matrunics' seemingly high March 2017 bill resulted from three prior estimated readings. Tr. 59-60. In Ms. Matrunics' case, there were three estimated meter readings from November 2016 to January 2017. *Id.* The December 2016 reading was estimated. *Id.* Consequently, when the meter was actually read in February for the March 2017 bill, West Penn was able to issue a bill that reflected her actual usage for the three prior estimated billings.

As Ms. Taylor further explained, when Ms. Matrunics' monthly usage is averaged out, her usage remains consistent for the period in question. Tr. 65-67; Exhibit 3. For the 6-month period October 2015 to March 2016, Ms. Matrunics used 14,365 kWh of electricity, which computes to 2,394.16 kWh per month ($14,365 \text{ kWh} \div 6 \text{ months} = 2,394.16 \text{ kWh per month}$). See Finding of Fact No. 28, Table 1, above. For the 6-month period October 2016 to March 2017, Ms. Matrunics used 14,281 kWh of electricity, which computes to 2,380.16 kWh per month ($14,281 \text{ kWh} \div 6 \text{ months} = 2,380.16 \text{ kWh per month}$). *Id.* Comparing Ms. Matrunics' usage for the relevant time periods, her average monthly usage was 14 kWh less ($14,365 \text{ kWh} -$

14,281 kWh = 14 kWh) in 2016-17 compared to 2015-16. *Id.* This difference is *de minimis*. For the same 6-month periods, Ms. Matrunics' average monthly bill in 2016-17 was \$264.13 compared to \$262.35 in 2015-16, resulting in a \$1.78 ($\$264.13 - 262.35 = \1.78) difference. Again, this difference is *de minimis*.

Note must also be taken of Ms. Matrunics' home which is 2,600 square feet and all-electric with a number of appliances. Tr. 16, 20, 29-30. There are four occupants in the home. Tr. 29. Therefore, the service address has the potential for the usage for which Ms. Matrunics has been charged. Her usage for the billing period in question was essentially unchanged from the earlier period. Ms. Matrunics did not present any other relevant evidence to establish that her March 2017 bill was abnormally high. Therefore, I am compelled to find she failed to carry her burden of proof on this issue and must dismiss her high bill claim.

Service Termination Issue

Section 1406 of the Code permits a utility company to terminate service under certain conditions. Section 1406, in relevant part, states:

(a) Authorized termination. — A public utility may notify a customer and terminate service provided to a customer after notice as provided in subsection (b) for any of the following actions by the customer.

(1) Nonpayment of an undisputed delinquent account.

66 Pa.C.S. § 1406(a)(1).

Ms. Matrunics did not present any evidence to establish West Penn violated the Commission's statute concerning service termination. In its Answer, West Penn admitted initiating termination proceedings for the service address, but termination was held in abeyance pending the outcome of the Complaint. Ms. Matrunics' service was active at the time of the hearing. Tr. 45. Ms. Matrunics only challenged \$809.15 of her \$6,114.12 account balance, and she admitted she owed the remainder. Tr. 58. Hence, under Section 1406(a)(1) of the Code,

cited above, West Penn was authorized in starting termination proceedings for nonpayment of an undisputed delinquent account. Therefore, Ms. Matrunics' allegations concerning termination of her service or the threat of service termination are summarily dismissed.

Payment Arrangements

A complainant, who is claiming an inability to pay her utility bills, is not entitled as a matter of right to receive a Commission-ordered payment arrangement. It is entirely within the discretion of the Commission to determine on a case-by-case basis whether both parties, the customer and the utility company, will benefit from the issuance of a payment arrangement pursuant to the guidelines of *The Responsible Utility Customer Protection Act*, 66 Pa.C.S. §§ 1401-1419, as amended December 22, 2014 (Chapter 14 or Act). *Creekmur v. PECO Energy Company*, Docket No. C-2008-2079322 (Final Order entered February 4, 2010).

Importantly, the Commission exercises its authority to establish payment arrangements under Section 1405 of Chapter 14 very judiciously. Specifically, the Commission exercises its 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. *See Slaughter v. Philadelphia Gas Works*, Docket No. C-2016-2541771 (Opinion and Order entered April 13, 2017), citing *Hewitt v. PECO Energy Company*, Docket No. F-2011-2273271 (Opinion and Order entered September 12, 2013).

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

Similarly, in the present case, Ms. Matrunics has a poor payment history. Exhibits 1-2. Ms. Matrunics has a delinquent account balance in the amount of \$6,114.12. Tr. 58; Exhibit 2. She has received payment arrangements from West Penn dating back to 2013. Tr. 73; Exhibit 4. Her 2013 PAR defaulted because of nonpayment. Tr. 74; Exhibit 4. In July 2015 West Penn enrolled Ms. Matrunics in its LIPURP, on which she also defaulted. *Id.* Later

in 2015, West Penn enrolled Ms. Matrunics in its PCAP. *Id.* Under the 2015 PCAP, Ms. Matrunics made two payments in the amounts of \$224.62 and \$152.79, respectively on April 1, 2016 and April 27, 2016. Exhibit 2.

On June 28, 2016, West Penn removed Ms. Matrunics from the Company's PCAP for her failure to recertify her eligibility for the program; at the time of removal the account was in default. Tr. 74; Exhibit 1. Following the removal of her account from West Penn's PCAP, Ms. Matrunics made three payments on her account in the amounts of \$232.00, \$100.00 and \$200.00, respectively on July 31, 2016, December 3, 2016 and March 2, 2017. Tr. 59; Exhibits 1-2. At the time of the September 5, 2018 hearing, West Penn had not received a payment on Ms. Matrunics's account for more than 18 months. Tr. 59; Exhibit 2. West Penn is not willing to extend another payment arrangement to Ms. Matrunics.

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 its remaining customers must pay. *Bolt v. Duquesne Light Company*, Docket No. Z-8712758 (Order entered April 8, 1988). However Ms. Matrunics manages her household budget, she will have to pay West Penn the arrearages that she owes.

Considering Ms. Matrunics' high account balance, \$6,114,12, defaults on West Penn's payments arrangements, and poor payment history, her request for a Commission-ordered payment arrangement must be denied in conformity with the ruling in *Hewitt*, cited above.

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 or a Commission order in the course of providing her with electric service. 66 Pa.C.S. § 332(a).

4. If, when tested, an electric meter operates within plus or minus 2% fast or slow, that meter is functioning within an acceptable level of accuracy under the Commission's regulations. 52 Pa.Code § 57.20(c).

5. A complainant may establish a high bill *prima facie* case by showing her power usage for the billing period in question was unchanged from earlier periods, and her bill for the same period 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. Peoples Natural Gas Company, LLC*, Docket No. C-2009-2122979, p. 5 (Opinion and Order entered October 13, 2010).

6. *The Responsible Utility Customer Protection Act*, 66 Pa.C.S. §§ 1401-1419, as amended December 22, 2014, applies to this proceeding.

7. A public utility may notify a customer and terminate service provided to a customer after due notice when a customer fails to pay an undisputed delinquent account. 66 Pa.C.S. § 1406(a)(1).

8. The issuance of a payment arrangement is a matter within the Commission's discretion. The Commission exercises its 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. *Slaughter v. Philadelphia Gas Works*, Docket No. C-2016-2541771 (Opinion and Order entered April 13, 2017), citing *Hewitt v. PECO Energy Company*, Docket No. F-2011-2273271 (Opinion and Order entered September 12, 2013).

9. Complainant has not met her burden of proof as required under Code. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That Complainant Carla Matrunics' request for a Commission-issued payment arrangement in her Complaint against West Penn Power Company at Docket No. C-2017-2617235 is denied.

2. That the Complaint of Carla Matrunics against West Penn Power Company at Docket No. C-2017-2617235 is dismissed.

3. That the Secretary's Bureau shall mark Docket No. C-2017-2617235 closed.

Date: February 5, 2019

_____/s/
Conrad A. Johnson
Administrative Law Judge