

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Stayce Norton	:	
	:	
v.	:	F-2018-3005030
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Gail M. Chiodo
Special Agent

This decision denies the complaint of a gas service customer because the customer has failed to establish by a preponderance of the evidence that she is eligible for a second Commission-issued payment arrangement or an extension of her prior one. It also denies the verbal request by the utility that the customer be barred from filing any further complaints, formal or informal, against the utility until the current outstanding arrearage is paid off.

HISTORY OF THE PROCEEDING

On September 25, 2018, Stayce Norton (Complainant) filed a formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Philadelphia Gas Works (PGW or Respondent). In her Complaint, Ms. Norton alleges that Respondent is threatening to shut off her service or has already shut off her service. As relief, Complainant checked the box on the complaint form that she requests a payment arrangement, and added that she sent the company all requested documents.

The Complaint is a timely appeal of a Bureau of Consumer Services (BCS) informal decision at BCS Case No. 3594971. In her informal complaint, Complainant requested

that BCS investigate her claim that, pursuant to a payment agreement she reached with Respondent in January of 2018, she gave Respondent a check in the amount of \$1,000 but that PGW did not accept her check and instead cancelled their payment agreement and issued her a termination notice. Complainant also requested a payment arrangement on her outstanding balance. By decision dated September 14, 2018, BCS denied Ms. Norton's informal complaint.

On October 22, 2018, PGW filed an Answer to the Complaint admitting that the Complaint is a timely appeal from the decision at BCS Case No. 3594971. The Answer further averred that on January 31, 2018, Complainant's \$1,000 payment by check to Respondent was returned due to insufficient funds. Respondent requested that the Complaint be dismissed.

By hearing notice issued on November 1, 2018, the Commission scheduled a telephonic hearing for December 11, 2018. The case was assigned to me pursuant to 52 Pa. Code § 56.174.¹ A prehearing order was issued on November 13, 2018, addressing various procedures applicable to this proceeding.

On December 11, 2018, a telephonic hearing was held as scheduled. Complainant appeared *pro se* and testified in support of her Complaint but did not offer any exhibits. However, Complainant did request to submit a late-filed exhibit, either a copy of her cancelled \$1,000 check or other documentation from her bank to show that she had the funds in her bank account to cover the \$1,000 check. Respondent, represented by Graciela Christlieb, Esquire, did not object to this request but reserved the right to object to the exhibit's admissibility once Respondent had an opportunity to review it.

Therefore, I granted Complainant until December 17, 2018 to submit any proposed exhibit. Complainant, as of the date of this decision, has not submitted any document as a proposed exhibit.

¹ 52 Pa. Code § 56.174 (providing for review by a special agent of decisions of the BCS and any other case in which the issue is solely the ability to pay).

Attorney Christlieb presented one witness, Patricia Bernard, Customer Review Officer for PGW, who sponsored the following three exhibits that were admitted into the record:

- PGW Exhibit 1 – 24-month Statement of Account (3 pages)
- PGW Exhibit 2 – Payment Arrangement History (5 pages)
- PGW Exhibit 3 – BCS Complaints, Decisions and Account Records (26 pages)

Further, Attorney Christlieb requested that the formal complaint in the within matter be separately marked as an Exhibit. Notwithstanding that the within Complaint is a part of the record, I granted this request and admitted it as PGW Exhibit 4.

Next, at the conclusion of the hearing, counsel for PGW made a verbal request that the Commission issue an order directing that the Commission's Secretary's Bureau and the Bureau of Consumer Services reject or dismiss any formal or informal complaint filed by Ms. Norton without further proceedings concerning the arrearage on her account until all arrearages are paid in full. Respondent argued that the Complainant is abusing the administrative process to avoid collection activity, thereby running up her outstanding balance to \$4,604.50. Complainant responded by denying that she is abusing the Commission's administrative process. I advised the parties I would take this request and the underlying matter under advisement.

The record² closed at the close of business day on December 17, 2018, the deadline for Complainant to submit any late-filed exhibit.

FINDINGS OF FACT

1. Complainant is Stayce Norton, who resides at 830 Disston Street, Philadelphia, Pennsylvania (service address).
2. The Respondent is Philadelphia Gas Works.

² Pursuant to 52 Pa. Code § 56.174(3), the hearing was tape recorded. No court reporter was present.

3. On November 10, 2013, Complainant established residential gas service at the service address with the Respondent.

4. On March 2, 2015, Complainant filed an informal complaint with BCS at BCS Case No. 3322531 seeking a payment arrangement. (PGW Exhibit 2, p.4).

5. On March 3, 2015, BCS closed BCS Case No. 3322531, finding that Ms. Norton was eligible for a level one Commission-issued payment arrangement. (PGW Exhibit 2, p. 5).

6. The informal decision at BCS Case No. 3322531 directed Ms. Norton to pay a total of \$217 per month, beginning with her April 2015 bill, for her current budget bill amount of \$159, plus \$58 on her outstanding balance of \$3,439.72. (PGW Exhibit 2, pp. 2, 4).

7. In BCS Case No. 3322531, Complainant had a gross monthly household income of \$1,800 and a household size of three persons, consisting of herself, another adult, and a minor child. (PGW Exhibit 2, pp. 2, 4).

8. Complainant defaulted on the BCS-issued payment arrangement in BCS Case No. 3322531 and it has not been satisfied. (PGW Exhibit 2).

9. On August 25, 2015, Complainant entered into a payment agreement with PGW; Complainant defaulted on this payment agreement. (PGW Exhibit 2)

10. On September 16, 2016, Complainant entered into a payment agreement with PGW; Complainant defaulted on this payment agreement. (PGW Exhibit 2).

11. On March 21, 2017 PGW issued Ms. Norton a 10-day termination notice on a past due amount of \$2,378.42, effective on or after April 3, 2017. (PGW Exhibit 3, p. 1).

12. On April 5, 2017, PGW accepted Ms. Norton's medical certificate, and placed a hold on any account collection activity until May 4, 2017. (PGW Exhibit 3, p. 2).

13. On May 11, 2017, PGW issued Ms. Norton a 10-day termination notice on a past due amount of \$2,740.27, effective on or after May 23, 2017. (PGW Exhibit 3, p. 3).

14. On May 16, 2017, Ms. Norton filed an informal complaint at BCS Case No. 3526765 requesting a payment arrangement; PGW placed a hold on any account collection activity pending resolution of this informal complaint. (PGW Exhibit 3, pp. 4-5).

15. On June 15, 2017, BCS denied Ms. Norton's informal complaint at BCS Case No. 3526765, finding that Ms. Norton failed to satisfy her previous BCS-issued payment arrangement at BCS Case No. 3322531. (PGW Exhibit 3, p. 6).

16. On August 15, 2017, PGW terminated Ms. Norton's service for nonpayment. (PGW Exhibit 3, p. 7).

17. On August 16, 2017, Ms. Norton filed an informal complaint at BCS Case No. 3554039, requesting assistance to get her service restored and a payment arrangement. (PGW Exhibit 3, p. 8).

18. On August 18, 2017, PGW restored Ms. Norton's gas service after accepting a medical certificate, and PGW placed a hold on any collection activity for thirty (30) days (medical hold).

19. On August 18, 2017, PGW placed another hold on any collection activity until resolution of Complainant's informal complaint at BCS Case No. 3554039 (PUC hold). (PGW Exhibit 3, p. 12).

20. Respondent treated the August 2017 PUC hold as superseding the August 2017 medical hold. (PGW Exhibit 3, p. 12).

21. On August 24, 2017, BCS denied Complainant's informal complaint at BCS Case No. 3554039, finding that Ms. Norton failed to satisfy her previous BCS-issued payment arrangement at BCS Case No. 3322531. (PGW Exhibit 3, pp. 10-11).

22. On August 28, 2017, PGW issued a 10-day termination notice for a past due amount of \$3,071.61, effective on or after September 11, 2017. (PGW Exhibit 3, p. 13).

23. On September 8, 2017, Complainant contacted PGW complaining that PGW did not honor her August 18, 2017 medical hold for a full thirty days. (PGW Exhibit 3, p. 14).

24. On September 11, 2017, PGW advised Complainant that PGW would honor her August 2017 medical hold for an additional thirty days, which would be until October 10, 2017.

25. On September 12, 2017, Complainant filed a formal Complaint seeking a payment arrangement which was docketed at No. C-2017-2624469; PGW placed a hold on any account collection activity pending resolution of this formal complaint (PGW Exhibit 3, p. 18).

26. In Docket No. C-2017-2624469, the Commission scheduled an evidentiary hearing on Ms. Norton's formal complaint for January 25, 2018.

27. On January 24, 2018, in Docket No. C-2017-2624469, the parties reached an agreement and PGW filed a letter of satisfaction.

28. The agreement reached by the parties in Docket No. C-2017-2624469 required Ms. Norton to make a down payment of \$2,000 by making an upfront payment of \$1,000 on or before January 25, 2018 and by then making additional payments totaling \$1,000 no later than February 23, 2018. (PGW Exhibit 3, p. 19).

29. On January 24, 2018, Respondent received a check from Ms. Norton in the amount of \$1,000; Respondent credited Ms. Norton's account for \$1,000 upon receipt of the check. (PGW Exhibit 3, pp. 1, 20).

30. On January 31, 2018, Complainant's \$1,000 check was returned by the bank to Respondent for insufficient funds; PGW cancelled the \$1,000 credit and placed a non-sufficient fund charge of \$20 onto Ms. Norton's account. (PGW Exhibit 3, pp. 1, 21).

31. On March 20, 2018, PGW issued Ms. Norton a 10-day termination notice on a past due amount of \$3,674.81, effective on or after April 2, 2018. (PGW Exhibit 3, p. 22).

32. On March 28, 2018, Complainant filed an informal complaint at BCS No. 3594971; Complainant requested that BCS investigate her claim that, pursuant to a payment agreement she reached with Respondent in January of 2018, she gave Respondent a check in the amount of \$1,000 but that PGW did not accept her check and instead cancelled their payment agreement and issued her a termination notice. Complainant also requested a payment arrangement on her outstanding balance. (PGW Exhibit 3, p. 23).

33. On September 14, 2018, BCS dismissed Ms. Norton's informal complaint at BCS Case No. 3594971.

34. On September 25, 2018, Ms. Norton filed the instant formal Complaint, which is a timely appeal of BCS Case No. 3594971, seeking a payment arrangement.

35. Ms. Norton's current household size is three individuals, which includes herself, another adult and her minor child.

36. Ms. Norton's current gross monthly income is \$2,946.66, which she receives from her employment.

37. Ms. Norton made two payments in 2018 totaling \$225; one made on September 21, 2018 for \$75 and one made on November 30, 2018 for \$150. (PGW Exhibit 1).

38. Ms. Norton made two payments in 2017 totaling \$596.50; one made on February 28, 2017 for \$490 and one made on September 22, 2017 for \$106.50. (PGW Exhibit 1).

39. At the time of the hearing, Ms. Norton had a total outstanding balance of \$4,604.50. (PGW Exhibit 1).

DISCUSSION

As the party seeking affirmative relief from the Commission, the Complainant bears the burden of proof pursuant to Section 332(a) of the Public Utility Code. 66 Pa.C.S. § 332(a). "Burden of proof" means a duty to establish one's case by a preponderance of the evidence, which requires that the evidence be more convincing by even the smallest degree, than the evidence presented by the other side. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). To satisfy the burden of proof against a utility, a complainant must show that the utility is responsible or accountable for the problem described in the complaint, *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976), and that the utility has violated either its duty under the Public Utility Code (Code) or the orders or regulations of the Commission. 66 Pa.C.S. § 701.

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. Pa. Dept. of Public Welfare*, 480 A.2d 382 (Pa.Cmwlth. 1984).

Request for second Commission-issued payment arrangement

As a timely appeal from the decision at BCS Case No. 3594971, this is a *de novo* review of the BCS decision. The term “*de novo*” simple means anew. 52 Pa. Code § 56.174. Ms. Norton is seeking a new payment arrangement on her outstanding balance. The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1418 (Act), applies to complainants alleging inability to pay and requesting a Commission-issued payment arrangement. See, 66 Pa.C.S. § 1405(a), which provides that, “[t]he commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants and customers.”

However, the Act provides strict guidelines that the Commission must follow, including the provision that generally permits the Commission to grant only one payment agreement with limited exceptions. Specifically, this provision of the Act provides, in relevant part:

(d) Number of Payment Agreements.—*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) (emphasis added).

Complainant does not dispute that she did not comply with the terms of the March 2, 2015 BCS decision at BCS Case No. 3322531 which directed a payment arrangement on her account with Respondent. (PGW Exhibit 2, pp. 2, 4). Since Ms. Norton did not appeal the BCS decision and failed to make the payments ordered by the BCS decision, she has defaulted on the payment arrangement. As the Commission recently explained, when a BCS decision is not timely appealed, “then the BCS payment arrangement becomes final and the complainant must prove a change in income to be awarded a different payment arrangement before the BCS PAR [payment agreement] is paid off.” See, *Horinka v. Pa. Power Company*, Docket No. C-2017-2582842, p. 3 (Opinion and Order entered August 4, 2017).

Therefore, pursuant to 66 Pa.C.S. § 1405(d), Ms. Norton is eligible for another Commission-issued payment arrangement only if she has suffered a change in income. The Act defines a “change in income” as follows:

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

66 Pa.C.S. § 1403 (emphasis added). Additionally, “household income” is defined as, “[t]he combined gross income of all adults in a residential household who benefit from the public utility service.” 66 Pa.C.S. § 1403.

Ms. Norton testified about her household size and income. Ms. Norton’s current household size totals three individuals, consisting of Complainant, another adult and her minor child. Ms. Norton testified that she works 40 hours per week at \$17 per hour. Thus, Ms. Norton’s gross monthly household income totals \$2,946.66.³ The other adult in her household does not have any income.

Ms. Norton’s gross monthly income at the time of the BCS decision dated March 2, 2015 at BCS Case No. 3322531 was \$1,800. Thus, Ms. Norton has experienced an increase in income given her current income of \$2,946.66. Therefore, since Complainant has not suffered a decrease in her household income, she is not eligible for a second Commission-issued payment arrangement. 66 Pa.C.S. § 1403.

While the Complainant is not eligible for a second Commission-issued payment arrangement, a provision of the Act provides that the Commission may reinstate and extend a previously ordered payment arrangement in limited circumstances where the customer has defaulted on that payment arrangement. Specially, section 1405(e) provides:

³ (\$17 per hour) x (40 hours per week) = (\$680 per week) x (52 weeks) = (\$35,360 per year) ÷ 12 months = \$2,946.66 per month.

(e) Extension of payment arrangements.--If the customer defaults on a payment arrangement . . . 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

66 Pa.C.S. § 1405(e) (emphasis added). Further, “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.

Ms. Norton’s current gross monthly household income of \$2,946.66 for a household of three is less than 300% of the Federal poverty level.⁴ Thus, Ms. Norton is eligible for reinstatement and extension of her 2015 payment arrangement at BCS No. 3322531 if she defaulted on said arrangement as a result of at least one of the four prongs of the definition above. None of these prongs are applicable. There was no evidence that Complainant defaulted on her BCS payment arrangement as the result of the onset of a chronic or acute illness, catastrophic damage to her residence, or loss of residence. Further, there was no increase in Complainant’s number of dependents in the household.

⁴ See, *Federal Register*, Vol. 83, No. 12 at p. 2643 (January 18, 2018); also available at <http://aspe.hhs.gov/poverty> (providing that a gross monthly income of less than \$5,195 for a household of three is below 300% of the Federal poverty level).

Consequently, I conclude that the Complainant has failed to establish by a preponderance of the evidence that she is eligible for a second Commission-issued payment arrangement or an extension of the prior one. Therefore, I am constrained to conclude that the Commission lacks authority to order a second payment arrangement in these circumstances.

\$1,000 check

In her Complaint, Ms. Norton does not make any reference or any claim regarding a \$1,000 check. Rather, on the formal complaint form Ms. Norton used to file her complaint, she checked the box stating that she would like a payment agreement, and then added underneath: “I have sent all of the documents to your company. I received an [sic.] letter a few days ago stating I didn’t send requested documents. I did provide them.” Formal Complaint, p. 2, ¶ 4.⁵

Ms. Norton explained at the hearing that she was referring to the documents she sent to BCS, not to any documents she sent to PGW; further, she was referring to the letter from BCS which accompanied the BCS decision dated September 14, 2018 at BCS Case No. 3594971. Both the letter and decision stated that BCS requested that Ms. Norton submit certain documents to it in order for BCS to investigate Ms. Norton’s claim. Both the letter and decision stated that, while Ms. Norton did submit some documents to BCS, the documentation submitted by Ms. Norton was insufficient to support her claim. (PGW Exhibit No. 3, p. 25).

At the evidentiary hearing, Ms. Norton did not submit any exhibits. Ms. Norton stated that she does not dispute that she owes the outstanding balance to PGW. While Ms. Norton’s testimony was at times confusing, it can be gleaned from her testimony that it is her position that she acted in good faith when she submitted her \$1,000 check to PGW pursuant to their payment agreement reached in January 2018, and that PGW did not act in good faith when it refused to accept the check and cancelled their agreement.

When asked by the undersigned presiding officer if Ms. Norton would like the opportunity to submit supporting documents as a late-filed exhibit, Ms. Norton stated that she

⁵ Ms. Norton’s complaint is also available at PGW Exhibit 4.

wanted to do so. After some discussion as to what documents she would like to submit, Ms. Norton said she wanted to submit documentation from her bank to support her claim that she did have the funds available in her account to cover the \$1,000 check at the time she tendered it to PGW but that PGW refused to accept the check. Alternatively, Ms. Norton believed that PGW may have cashed this \$1,000 check and if so, she would submit a copy of her cancelled check.

Respondent did not object to Ms. Norton's request to submit a copy of her cancelled check or other documentation from her bank as a proposed exhibit but reserved the right to object to its admissibility once Respondent had an opportunity to review it.

Therefore, while any issue regarding the \$1,000 check was not specifically raised by Ms. Norton in her Complaint, since Ms. Norton argued that it is relevant to show a good faith effort on her part to pay her utility bill, I granted Ms. Norton's request to submit any proposed exhibit by December 17, 2018 but reserved ruling on its admissibility.⁶

As of the date of this Initial Decision, neither I nor the OALJ to my knowledge has received any proposed exhibit from Complainant. Therefore, I cannot consider it. Further, Ms. Norton's good faith in paying her bills will be discussed below.

Abuse of process allegation

Finally, at the conclusion of the hearing, in addition to moving to dismiss Ms. Norton's complaint, Respondent made a verbal request that Complainant be barred from filing any further complaints, formal or informal, against PGW until the arrearage on Ms. Norton's account is paid in full. Respondent argued that the Complainant is abusing the administrative process to avoid collection activity, thereby running up her outstanding balance to \$4,604.50.

⁶ There was also some discussion as to how Ms. Norton would submit her proposed exhibit. Ms. Norton stated that she preferred to submit the proposed exhibits by fax, and I made sure she had the correct fax number of the Office of Administrative Law Judge (OALJ) in addition to the OALJ's mailing address. Further, counsel for PGW provided PGW's fax number as well.

In support of its position, PGW points to all the following activity over approximately the past 24 months: that Ms. Norton defaulted on three Company-issued payment arrangements, one Commission-issued payment arrangement, and another Company-issued payment agreement reached by settlement in a prior formal complaint; that four termination notices were issued and on one occasion service was terminated; that each time Ms. Norton's service is pending termination, she engaged in a pattern of avoiding payment by submitting a medical certificate and/or filing an informal or formal complaint; that Ms. Norton is not eligible for any further medical certificates until her balance is paid; that after agreeing to settling a formal complaint by a payment arrangement in January 2018, Ms. Norton submitted a \$1,000 check which was returned for insufficient funds; that Ms. Norton never resubmitted a \$1,000 check despite her claim that she had the funds in her bank to cover the check; that Ms. Norton did not honor the terms of her settlement reached in a prior formal complaint; and that Ms. Norton has made four payments over the last 24 months.

Using the Commission's processes to avoid termination and avoid paying for utility service is an abuse of the Commission's administrative processes and will not be countenanced. The Commission has previously barred consumer complainants from filing further complaints in order to protect the interests of other ratepayers. *Mazza v. PECO Energy Co.*, Docket No. C-2012-2318472 (Opinion and Order entered April 23, 2014).

Consequently, the Commission has found an abuse of its processes where a complainant frequently requests continuances of hearings and then does not appear. *See, e.g., Grossman v. Bell Telephone Company of Pa.*, 67 Pa. PUC 714 (1988) and cases cited therein. The Commission may also consider such factors as the number and nature of the complaints, the number of defaulted payments, the use of tactics to avoid payments and service terminations, and the history of payments. *DiFilippo v. PECO Energy Co.*, Docket No. C-20027116 (Final Order entered October 3, 2002); *Seidenstricker v. Metropolitan Edison Co.*, Docket No. F-2008-2019388 (Opinion and Order entered July 28, 2009); and *Thomas v. Peoples Natural Gas Co.*, Docket No. C-2009-2102194 (Opinion and Order entered June 17, 2010).

Respondent is correct that a consumer complainant's pattern of activities to simply avoid or delay termination of a utility service can rise to the level of such abuse. Of particular concern in the instant case is Ms. Norton's poor payment history, failure to honor the terms of her settlement reached about a year ago in her complaint at Docket No. C-2017-2624469, and multiple complaints seeking a new payment arrangement. I find that Ms. Norton's conduct has not risen to the level of abuse. However, a warning is warranted. Therefore, the Complainant is warned to refrain from misuse of the Commission's processes or face the possibility of being barred from filing further complaints.

CONCLUSIONS OF LAW

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

2. Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).

3. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

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

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

6. 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).

7. A "change in income" is defined as: "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.

8. Complainant has failed to carry her burden of proving that she is eligible for a second or subsequent Commission-issued payment arrangement. 66 Pa.C.S. § 1405(d).

9. If the customer defaults on a payment arrangement 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. 66 Pa.C.S. § 1405(e).

10. Complainant has failed to carry her burden of proving that she is eligible for a reinstatement of the Commission-issued payment arrangement at BCS Case No. 3322531. 66 Pa.C.S. § 1405(e).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Stayce Norton against Philadelphia Gas Works at Docket No. F-2018-3005030 is denied.

2. That the verbal request of Philadelphia Gas Works at Docket No. F-2018-3005030 to bar the Complainant, Stayce Norton, from filing any further complaints against Philadelphia Gas Works until the current outstanding arrearage is paid is denied.

3. That the docket at Docket No. F-2018-3005030 be marked closed.

Date: February 6, 2019

/s/
Gail M. Chiodo
Special Agent