

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Kristen Robinson	:	
	:	
v.	:	C-2018-3005569
	:	
Pennsylvania-American Water Company	:	

INITIAL DECISION

Before
Joel H. Cheskis
Deputy Chief Administrative Law Judge

INTRODUCTION

This decision dismisses a complaint filed by a customer of a water company who alleges that the company is threatening to shut off her service or has already shut off her service, that she would like a payment agreement and that there are incorrect charges on her bill. The complaint is dismissed because the charges complained of are not incorrect, the complainant has not shown a change in income required to warrant a second Commission-ordered payment agreement and there is no record evidence demonstrating that the company violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company in any way.

HISTORY OF THE PROCEEDING

On October 19, 2018, Kristen Robinson filed a formal complaint with the Pennsylvania Public Utility Commission (Commission) against Pennsylvania-American Water Company (PAWC), docket number C-2018-3005569. In her complaint, Ms. Robinson averred that PAWC is threatening to shut off her service or has already shut off her service, that she

would like a payment agreement and that there are incorrect charges on her bill. Ms. Robinson added that she was being overbilled because of PAWC's faulty equipment and that she would like the bill adjusted to reflect the correct amount owed. Ms. Robinson added that once her meter was changed her monthly usage was correctly billed. Ms. Robinson also added that she would like a payment arrangement to pay off her outstanding amount owed and to have the shut off scheduled for October 23, 2018 stopped.

On November 9, 2018, PAWC filed an answer to Ms. Robinson's complaint. In its answer, PAWC admitted or denied the various averments raised by Ms. Robinson in her complaint. In particular, PAWC admitted that Ms. Robinson was sent a shut off notice for non-payment of her bills but denied that there were incorrect charges on her bill. PAWC also denied that its equipment was faulty but noted that her meter was replaced in September of 2016 and that since that time her balance has continued to grow due to non-payment of bills. PAWC denied that Ms. Robinson was overbilled.

On November 13, 2018, a telephone hearing notice was issued establishing an initial telephonic hearing for this matter for Thursday, January 3, 2019 at 10:00 a.m. and assigning me as the presiding officer. Also on November 13, 2018, a prehearing order was issued setting forth various rules that would govern that hearing.

The hearing convened on January 3, 2019, as scheduled. Ms. Robinson appeared pro se and presented oral testimony. Michael A. Gruin, Esquire, appeared on behalf of PAWC and presented one witness who sponsored three exhibits that were admitted into the record. A transcript of 31 pages was created.

The record in this case closed on January 30, 2019 when the transcript was submitted to the Commission. For the reasons discussed below, Ms. Robinson's complaint will be dismissed.

FINDINGS OF FACT

1. The Complainant in this case is Kristen Robinson.
2. The Respondent in this case is Pennsylvania-American Water Company.
3. The service address is 4 West Shawnee Avenue, Plymouth, PA.
4. Ms. Robinson received a bill for June, 2016 for 39,800 gallons of usage.
PAWC Exh. No. 1.
5. Ms. Robinson hired a plumber to check her plumbing and no leaks were found. Tr. 7.
6. PAWC changed the water meter at Ms. Robinson's home in 2016. Tr. 7, 10, 16-17.
7. PAWC gave Ms. Robinson a \$900 credit to her account in 2016. Tr. 7, 15.
8. Four people live in Ms. Robinson's home. Tr. 8.
9. The only income at the service address is from Ms. Robinson's husband who makes \$10 an hour and generally works 40 hours a week. Tr. 9.
10. Ms. Robinson has no complaints about her water bills since the meter was changed. Tr. 10-11.
11. Tawana Dean is the regulatory compliance manager with PAWC and is responsible for the team that reviews and responds to informal and formal complaints filed by customers. Tr. 12-13.

12. PAWC Exhibit Number 1 is the account statement history for service provided at the service address by PAWC from February 2015 to December 2018 reflecting current charges for water service during each billing period. PAWC Exh. No. 1; Tr. 14.

13. The balance on Ms. Robinson's account as of December 5, 2018 is \$3,641.43. PAWC Exh. No. 1; Tr. 14-15.

14. Ms. Robinson only made one payment on the account in 2017 and three payments on the account in 2018. PAWC Exh. No. 1; Tr. 15.

15. PAWC gave Ms. Robinson a payment agreement on her outstanding balance in 2016. Tr. 15-16.

16. The \$900 credit PAWC gave Ms. Robinson in 2016 was based on four high bills in 2015 and 2016 where the usage was over 20,000 gallons each month. Tr. 16.

17. PAWC Exhibit Number 2 is a summary of the payment agreements that the Commission and PAWC provided to Ms. Robinson since 2012. PAWC Exh. No. 2; Tr. 17.

18. On August 10, 2012, the Bureau of Consumer Services (BCS) issued Ms. Robinson a payment agreement on a balance of \$416.50 based on five occupants in the home and an income of \$1,100, comprised of an average bill of \$105 plus \$15 a month for a total of \$120 a month. PAWC Exh. No. 2; Tr. 17-18.

19. On April 22, 2015, BCS issued Ms. Robinson a payment agreement on a balance of \$1,204.66 based on four occupants in the home and an income of \$1,100, comprised of an average bill of \$113 plus \$21 a month for a total of \$134 a month. PAWC Exh. No. 2; Tr. 18.

20. On March 7, 2017, PAWC gave Ms. Robinson a payment agreement based on the settlement of a prior complaint on a balance of \$3,198.04 for Ms. Robinson to pay her current bills plus \$35 each month. PAWC Exh. No. 2; Tr. 18-19.

21. Ms. Robinson defaulted on the two payment arrangements given to her by BCS and the one payment arrangement given to her by PAWC. Tr. 19.

22. PAWC Exhibit Number 3 is the BCS opening complaint and closing report from Ms. Robinson's informal complaint filed in April, 2018 wherein BCS dismissed the complaint. PAWC Exh. No. 3; Tr. 20.

23. Ms. Robinson's bills have decreased since the meter was changed. Tr. 21.

DISCUSSION

Legal Standard

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). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. Patterson v. Bell Tel. Co. of Pa., 72 Pa. PUC 196 (1990). "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, 364 Pa. 54, 70 A.2d 854 (1950). The offense must be a violation of the Public Utility Code, the Commission's regulations or an outstanding order of the Commission. 66 Pa.C.S. § 701. In this proceeding, Ms. Robinson complained that PAWC is threatening to terminate her service or has already terminated her service, that she would like a payment agreement and that there are incorrect charges on her bill. Ms. Robinson, therefore, has the burden of proof in this proceeding.

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from

one party to another, but the burden of proof never shifts; it always remains on a complainant. Milkie v. Pa. Pub. Util. Comm'n, 768 A.2d 1217 (Pa.Cmwlth. 2001) (Milkie); *see also*, Burleson v. Pa. Pub. Util. Comm'n, 443 A.2d 1373 (Pa.Cmwlth. 1982).

In addition, on appeal, the decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 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, 166 A.2d 96 (Pa.Super. 1961); and Murphy v. Pa. Dept. of Public Welfare, White Haven Center, 480 A.2d 382 (Pa.Cmwlth. 1984).

Ms. Robinson's complaint will be dismissed because she failed to demonstrate that PAWC violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company with regard to the service provided to her. This includes both her argument that there are incorrect charges on her bill and her request for another payment agreement to pay her outstanding balance.

Incorrect Charges

With regard to Ms. Robinson's claims regarding incorrect charges on her bill, during the hearing, Ms. Robinson specifically identified her bill for June, 2016 for 39,800 gallons as a month when her bill was too high. Record evidence, however, demonstrates other months with similar high bills.

In cases of alleged high billing, the Commission applies the Waldron rule, which provides that to establish a prima facie case of overbilling, a complainant must show: (1) that the number of occupants in the household has not changed, (2) that the potential for energy utilization was low and (3) that complainant's billing history shows no prior abnormalities. Once the complainant makes out a prima facie case, the burden of proof then shifts to the utility; however, the ultimate burden of persuasion always remains with the complainant. Waldron v.

Philadelphia Electric Company, 54 Pa. PUC 98 (1980) (Waldron); Repogle v. Pa. Electric Company, 54 Pa. PUC 528 (1980).

In Milkie, *supra*, the Commonwealth Court of Pennsylvania further refined the Waldron rule by holding:

While the [Waldron] rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a *prima facie* case of overbilling by a utility company, we believe this view is too restrictive. Rather, the controlling principle is that even where the utility can present evidence that it has tested the customer's meter and found it to be accurate, the customer may, nonetheless, prove his case by circumstantial evidence which would support a finding that the metered usage exceeded the actual usage. Thus, as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal *direct* proof that his meter had malfunctioned.

Id. at 1219-1220 (footnote omitted) (emphasis in original). In Nehemiah Thomas v. PECO Energy Company, Docket No. C-2010-2187197 (Opinion and Order entered November 15, 2011), the Commission explained that:

[C]onsistent with our holding in Charisse Bennett v. Peoples Natural Gas Co., Docket No. C-2009-2122979 (Order entered October 13, 2010), the Waldron Rule allows a complainant to establish a *prima facie* case in a "high bill" complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed *or by providing other relevant evidence showing that the disputed bill is unreasonably high*. In evaluating a "high bill" complaint, the Commission may consider such evidence as "the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), *and any other relevant facts or circumstances that come to light during the proceeding.*"

Id. at 5 (emphasis in original).

In this case, Ms. Robinson argued that she received a bill for 40,000 gallons of usage in one month. Tr. 7. Ms. Robinson said that she called PAWC to explain that she is not using that much water and was told that the problem was on her end. Tr. 7. As a result, Ms. Robinson said that she “had a master plumbing and heating contractor come out, check everything including the heating because it was a baseboard hot water heat, and there were no leaks on anything on my end.” Tr. 7. Ms. Robinson continued that after she contacted PAWC, the company changed her meter and her usage went back to normal. Tr. 7. Ms. Robinson recognized in her testimony that PAWC gave her a credit for \$900 but was not sure “if that’s all of the overcharges or if there is still any left in that \$3,000 balance that I have.” Tr. 7-8. Ms. Robinson added that, once the meter was changed, she believed that her bills have been appropriate. Tr. 11.

Ms. Robinson is correct that in June, 2016 she received a bill for usage from PAWC for 39,800 gallons. PAWC Exh. No. 1. In May, 2016 she received a bill for usage from PAWC for 36,500 gallons. PAWC Exh. No. 1. Certainly these are exorbitant bills. PAWC Exhibit Number 1 shows that, for the period July, 2016 to December, 2018, the next highest bill for usage from PAWC was 17,300 gallons with the majority of those bills being for less than 10,000 gallons per month. PAWC Exh. No. 1. Prior to May, 2016, however, Ms. Robinson was billed most months for more than 10,000 gallons per month, including a bill in January, 2016 for 30,100. In fact, for the period from February, 2015 to May, 2016, only one monthly bill for usage Ms. Robinson received from PAWC was for less than 10,000 gallons. PAWC Exh. No. 1.

In response to Ms. Robinson, PAWC witness Dean testified regarding a formal complaint Ms. Robinson filed against PAWC in 2016 wherein she requested a bill adjustment for periods when her bills were higher than normal. Tr. 15. Ms. Dean added that PAWC resolved the complaint by providing a courtesy adjustment that is reflected on her account of \$900. Tr. 15. Ms. Dean added that the \$900 adjustment was calculated based on four high bills where the usage was over 20,000 gallons in 2015 and 2016. Tr. 16. Ms. Dean noted that a company representative was sent to the service address who did not “find any leaks but the meter was due to be changed so a new meter was installed.” Tr. 17. During cross-examination, Ms. Dean acknowledged that Ms. Robinson’s usage is lower since the meter had been changed but did not

agree that the \$900 does not cover all of the overcharges. Tr. 21. Ms. Dean noted that there was a change in the occupants in the household and that there may have been other leaks present. Tr. 21. Ms. Dean concluded that, based on the negotiations to resolve the prior complaint, she believed the \$900 adjustment was reasonable. Tr. 22.

As a result, substantial record evidence demonstrates that Ms. Robinson failed to satisfy her burden to demonstrate that there are incorrect charges on her bill. The record shows that Ms. Robinson received substantially high bills from October, 2015 to June, 2016. The meter was changed on September 13, 2016 after which point, Ms. Robinson believed her bills were appropriate. Ms. Robinson's formal complaint regarding the high bills from October, 2015 to June, 2016, was subsequently resolved, in part, by a \$900 credit being applied to her account. To the extent that Ms. Robinson is now unsatisfied with that \$900 credit, any further arguments on the issue are untimely. Ms. Robinson cannot relitigate issues that were previously settled. This is especially true since, as Ms. Dean testified, the record demonstrates that the number of occupants in the household decreased from five to four after the new meter was installed. Furthermore, without reopening the record in the prior complaint, based on a review of PAWC Exhibit Number 1 submitted in this proceeding, the \$900 credit is not unreasonable because the total amount of charges for those high months of October, 2015 to June 2016 is \$2,279.¹ Agreeing to a \$900 credit to settle the prior case – nearly half of the higher amounts – is not unreasonable and will not be re-examined in this proceeding.

Under the Waldron rule, Ms. Robinson has failed to show a prima facie case of overbilling. Ms. Robinson had the opportunity to prove she was overbilled by presenting circumstantial evidence but failed to do so. Milkie. Rather, the circumstantial evidence demonstrates the opposite. It is reasonable that Ms. Robinson's bills were higher from October, 2015 to June, 2016 in part because more people were living in the home than after that period. That would explain at least part of the discrepancy in the bills and warrants a finding that the bills were not too high. Furthermore, record evidence demonstrates that Ms. Robinson only made one payment to PAWC in 2017 and three payments to PAWC in 2018. This poor payment history, more than any other factor, likely explains why her bills are currently so high.

¹ \$440.82 + \$405.58 + \$149.83 + \$132.78 + \$225.45 + \$336.21 + \$189.06 + \$170.22 + \$228.82 = \$2,278.77.

Therefore, Ms. Robinson's argument that there are incorrect charges on her bill, or that PAWC somehow violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company with regard to her bills is without merit and will be rejected.

Payment Agreement

With regard to Ms. Robinson's request for a payment agreement to pay her outstanding balance, this request will also be denied.

Chapter 14 of the Public Utility Code grants the Commission the authority to establish a payment arrangement for customers with outstanding bills pursuant to certain guidelines related to total household income and household size. 66 Pa.C.S. § 1405(b). The Commission may, for example, establish for a customer whose gross monthly household income does not exceed 150% of the federal poverty level a payment arrangement over a period of up to five years. 66 Pa.C.S. § 1405(b)(1). The Commission's ability to establish a payment arrangement, however, is limited to requiring a utility to provide only one payment arrangement to a customer, absent a change in income. 66 Pa.C.S. § 1405(d). A change in income is defined in Chapter 14 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. Furthermore, 200% of the federal poverty level for a family of four is \$4,183 gross monthly income. *See, Federal Register*, Vol. 83, No. 12, pp. 2642-2644 (January 18, 2018).

In this case, record evidence demonstrates that Ms. Robinson has received two payment agreements from BCS and one from PAWC to resolve her outstanding balances. On August 10, 2012, BCS issued Ms. Robinson a payment agreement on a balance of \$416.50 based on five occupants in the home and an income of \$1,100 comprised of an average bill of \$105 plus \$15 a month for a total of \$120 a month. PAWC Exh. No. 2; Tr. 17-18. On April 22, 2015, BCS issued Ms. Robinson a payment agreement on a balance of \$1,204.66 based on four occupants in the home

and an income of \$1,100 comprised of an average bill of \$113 plus \$21 a month for a total of \$134 a month. PAWC Exh. No. 2; Tr. 18. On March 7, 2017, PAWC gave Ms. Robinson a payment agreement based on the settlement of a prior complaint on a balance of \$3,198.04 for Ms. Robinson to pay her current bills plus \$35 each month. PAWC Exh. No. 2; Tr. 18-19. Ms. Robinson defaulted on all three payment arrangements. Tr. 19. As a result of the defaults, the Commission cannot direct PAWC to provide Ms. Robinson another payment agreement unless she can demonstrate a change in income.

Ms. Robinson testified that the only income at the service address is from her husband who earns \$10 an hour and generally works 40 hours a week which is approximately \$1,600 a month.² Tr. 9. Therefore, Ms. Robinson is below 200% of the federal poverty level for a family of four. Ms. Robinson has not, however, demonstrated a change in income because her household income has not decreased by 10% or more. To the contrary, record evidence demonstrates that Ms. Robinson's household income has increased. The only other record evidence of Ms. Robinson's household income is in the BCS issued payment agreements where Ms. Robinson represented in both instances that the household income was \$1,100. *See*, PAWC Exh. No. 2. Therefore, Ms. Robinson's household income has increased, not decreased, and she is not eligible for an additional Commission-ordered payment agreement as requested. The Commission cannot direct PAWC to provide Ms. Robinson another payment agreement because she has not demonstrated a change in income.

As a result, Ms. Robinson's request for another payment agreement to pay her outstanding balance owed to PAWC will be rejected because she has not demonstrated a change in income.

Service Termination

In her complaint, Ms. Robinson indicated that PAWC has terminated her service or is threatening to terminate her service and attached a copy of a shut-off notice the company sent her. However, during the hearing, Ms. Robinson did not present any evidence in support of

² \$10 an hour x 40 hours a week equals \$400. \$400 a week x 4 weeks a month equals \$1,600 a month.

her averment that such actions were improper. Having determined that there are no incorrect charges on Ms. Robinson's bill, and that Ms. Robinson is not eligible for another payment agreement, Ms. Robinson's concerns that PAWC is threatening to shut off her service or has already shut off her service will be rejected. In addition, as noted above, Ms. Robinson has only made four payments to PAWC in the past two years. This poor payment history would also support a determination that PAWC acted properly in sending Ms. Robinson a termination notice. A public utility may terminate service for nonpayment of an undisputed delinquent account. 66 Pa.C.S. § 1406(a)(1). Therefore, Ms. Robinson's averment will be rejected.

Conclusion

In conclusion, Ms. Robinson's complaint against PAWC will be dismissed. Ms. Robinson has failed to demonstrate that there are incorrect charges on her bill. Ms. Robinson previously agreed to a settlement of a prior complaint she filed, and she is now no longer satisfied with that settlement. Ms. Robinson, however, cannot relitigate what she previously agreed to settle. In addition, her consumption was likely higher during the period she questions because there were more people living at the service address during that period. It is also likely that her bills are high due to her poor payment history. Furthermore, the Commission cannot direct PAWC to give Ms. Robinson another payment agreement because Ms. Robinson has already received a Commission-ordered payment agreement and there is no record evidence demonstrating a change in income that warrants a second Commission-ordered payment agreement. Finally, Ms. Robinson has not presented any evidence in support of her averment that PAWC is illegally threatening to terminate her service or already terminated her service. That averment, therefore, will also be rejected.

The evidence presented by Ms. Robinson is outweighed by the evidence presented by PAWC. Milkie. Therefore, Ms. Robinson has failed to satisfy her burden to demonstrate that PAWC violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company. Ms. Robinson's complaint will be dismissed.

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. A complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. Patterson v. Bell Tel. Co. of Pa., 72 Pa. PUC 196 (1990).
4. "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, 364 Pa. 54, 70 A.2d 854 (1950).
5. The offense must be a violation of the Public Utility Code, the Commission's regulations or an outstanding order of the Commission. 66 Pa.C.S. § 701.
6. If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. Milkie v. Pa. Pub. Util. Comm'n, 768 A.2d 1217 (Pa.Cmwlth. 2001); *see also*, Burleson v. Pa. Pub. Util. Comm'n, 443 A.2d 1373 (Pa.Cmwlth. 1982).
7. On appeal, the decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.

8. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 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, 85 Pa.Cmwlth. 23, 480 A.2d 382 (1984).

9. In cases of alleged high billing, to establish a prima facie case of overbilling, a complainant, must show: (1) that the number of occupants in the household has not changed, (2) that the potential for energy utilization was low and (3) that complainant's billing history shows no prior abnormalities. Once the complainant makes out a prima facie case, the burden of proof then shifts to the utility however; the ultimate burden of persuasion always remains with the complainant. Waldron v. Philadelphia Electric Company, 54 Pa. PUC 98 (1980); Repogle v. Pa. Electric Company, 54 Pa. PUC 528 (1980).

10. Even where the utility can present evidence that it has tested the customer's meter and found it to be accurate, the customer may nonetheless prove his case of overbilling by the utility by circumstantial evidence, which would support a finding that the metered usage exceeded the actual usage. Milkie v. Pa. Pub. Util. Comm'n, 768 A.2d 1217 (Pa.Cmwlth. 2001).

11. Chapter 14 grants the Commission the authority to establish a payment arrangement for customers with outstanding bills pursuant to certain guidelines related to total household income and household size. 66 Pa.C.S. § 1405(b).

12. The Commission may establish a payment arrangement for a customer whose gross monthly household income does not exceed 150% of the federal poverty level a payment arrangement over a period of up to five years. 66 Pa.C.S. § 1405(b)(1).

13. The Commission's ability to establish a payment arrangement is limited to requiring a utility to provide only one payment arrangement to a customer, absent a change in income. 66 Pa.C.S. § 1405(d).

14. A change in income is 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.

15. Ms. Robinson has failed to satisfy her burden to demonstrate that PAWC violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company in any way.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint filed by Kristen Robinson against Pennsylvania-American Water Company and dated October 19, 2018 at docket number C-2018-3005569 is hereby dismissed.

2. That this matter be marked closed.

Date: February 22, 2019

_____/s/
Joel H. Cheskis
Deputy Chief Administrative Law Judge