

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Connie Andrews	:	
	:	
v.	:	F-2019-3010208
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Alphonso Arnold III
Special Agent

INTRODUCTION

This Initial Decision denies the Complaint, finding that the Complainant did not meet her burden of proving that the Respondent violated a Commission statute, regulation, or order as it relates to not properly crediting payments to the Complainant’s electric service account or the termination of the Complainant’s electric service. Additionally, this Decision finds that the Complainant is not eligible for a Commission-issued payment arrangement.

HISTORY OF THE PROCEEDING

On May 29, 2019, Connie Andrews (Mrs. Andrews or Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (PPL or Respondent) alleging that her electric service was terminated and seeking the Commission’s assistance in restoring her service. The Complaint is a timely appeal of a determination made by the Commission’s Bureau of Consumer Services (BCS) at BCS No. 3695912.

On June 19, 2019, PPL filed an Answer to the Complaint admitting that it terminated the Complainant's service due to an unpaid balance. PPL requested that the Commission deny the Complaint.

By Hearing Notice served to the parties on June 25, 2019, an initial telephonic hearing for this case was scheduled for Thursday, August 1, 2019 at 10:00 a.m., and the case was assigned to me.

By Prehearing Order served on July 23, 2019, the parties were informed of the various procedural rules that would govern the hearing.

The hearing was held as scheduled on August 1, 2019. Mrs. Andrews appeared and presented the testimony of herself and her husband David Andrews (Mr. Andrews). No exhibits were sponsored on behalf of the Complainant. Attorney Kimberly Krupka appeared on behalf of PPL and presented the testimony of Holly Hankerson, who sponsored four exhibits that were admitted into the record.

During the hearing, Mrs. Andrews expressed a desire to submit late-filed exhibits for the record in this matter. Therefore, through an Interim Order served on August 5, 2019, the parties were given the opportunity to submit late-filed exhibits for the record. Neither party submitted late-filed exhibits by the deadline indicated in the Order.

The record in this matter closed on August 26, 2019 through an Interim Order Closing the Record. The record in this matter consists of the August 1, 2019 hearing transcript of 48 pages and PPL's four exhibits admitted into the record during the hearing. For the reasons explained below, the Complaint will be denied.

FINDINGS OF FACT

Parties and exhibits

1. The Complainant is Connie Andrews.
2. The Respondent is PPL Electric Utilities Corporation.
3. Mrs. Andrews receives electric service from PPL at 347 East Saylor Street, Mount Carmel, Pennsylvania (service address).
4. Mrs. Andrews resides at the service address with her husband, David Andrews. (Tr. 10).
5. Mrs. Andrews receives \$596 per month from Social Security Disability. (Tr. 10).
6. Mr. Andrews receives \$801 per month from Social Security Disability and \$1,275 per month from pension payments. (Tr. 10).
7. Holly Hankerson is a customer service lead employed by PPL. Her duties entail reviewing the accounts of customers and helping them with their billing and payments as well as payment arrangements. (Tr. 22).
8. PPL Exhibit 1 is an account activity statement for Mrs. Andrews' account at the service address. (Tr. 23; PPL Exhibit 1).
9. PPL Exhibit 2 is Mrs. Andrews' contact history with PPL. If PPL has a call with a customer, or sends a letter or notice to a customer, those details are noted on that customer's contact history. (Tr. 24, 25; PPL Exhibit 2).

10. PPL Exhibit 3 is a list of payment arrangements offered to Mrs. Andrews. (PPL Exhibit 3).

11. PPL Exhibit 4 is the mediation case view for BCS case No. 3695912. (PPL Exhibit 4).

Termination and restoration of service

12. On April 9, 2019, PPL sent a notice to Mrs. Andrews notifying her of PPL's intent to terminate her service. (Tr. 29; PPL Exhibit 2).

13. The termination date provided in the termination notice sent to Mrs. Andrews was April 23, 2019. (Tr. 29; PPL Exhibit 2).

14. PPL called Mrs. Andrews on April 16, 2019, at 9:03 a.m. to speak with her about the termination notice that was sent to her. (Tr. 30).

15. PPL called Mrs. Andrews on April 17, 2019, at 5:01 p.m. to speak with her about the termination notice that was sent to her. (Tr. 30).

16. Service was terminated at the service address on April 25, 2019, due to an unpaid balance on the account. (Tr. 25; PPL Exhibit 2).

17. The unpaid balance on Mrs. Andrews' account at the time of service termination was \$8,290.62. (Tr. 29; PPL Exhibit 2).

18. On April 26, 2019, Mrs. Andrews filed an Informal Complaint with the BCS at BCS No. 3695912 seeking the Commission's assistance in having her service restored. (PPL Exhibit 4).

19. The BCS at BCS No. 3695912 determined that Mrs. Andrews was not eligible for a payment arrangement and upheld PPL's position that she must pay her entire outstanding balance to restore her service. (PPL Exhibit 4).

Uncredited payments

20. Whenever PPL applies a charge to an account it is noted on the account activity statement. (Tr. 23, 24).

21. Whenever PPL receives a payment on behalf of a customer it is noted on the customer's account activity statement. (Tr. 24).

22. No payments were made on Mrs. Andrews' account from August 31, 2018 to April 5, 2019. (Tr. 34; PPL Exhibit 1).

23. If a customer were to make a payment at a bill payment center, a customer would receive a receipt that would contain a unique identifying number or code. (Tr. 28).

24. A receipt from a bill payment center would contain the customer's PPL account number. (Tr. 28).

25. Neither Mrs. Andrews nor Mr. Andrews ever contacted PPL to report that they made payments towards Mrs. Andrews' account that were not credited. (Tr. 13, 14; PPL Exhibit 2).

Payment arrangement

26. Mrs. Andrews has defaulted on one payment arrangement issued by PPL on May 3, 2017. (PPL Exhibit 3).

27. Mrs. Andrews was provided with a Commission-issued payment arrangement by the BCS at BCS No. 3337990. (PPL Exhibit 4).

28. Mrs. Andrews defaulted on the payment arrangement issued at BCS No. 3337990 on September 9, 2015. (PPL Exhibit 3).

29. Mrs. Andrews' household information provided for BCS No. 3337990 was \$2,570 for a household of two. (Tr. 42; PPL Exhibit 4).

30. The last bill for Mrs. Andrews' account was issued on May 14, 2019, in the amount of \$8,720.60. (PPL Exhibit 1).

DISCUSSION

Section 701 of the Public Utility Code (Code) provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission. 66 Pa.C.S. § 701.

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). To satisfy this burden, the Complainant must show that the named utility is responsible or accountable for the problem described in the Complaint. Patterson v. Bell Telephone Co. of Pa., 72 Pa. PUC 196 (1990); Feinstein v. Philadelphia Suburban Water Co., 50 Pa. PUC 300 (1976). This must be shown by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n, 578 A.2d 600 (Pa.Cmwlt. 1990), alloc. den., 602 A.2d 863 (Pa. 1992); Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950).

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).

Additionally, this Commission's decision must be supported by substantial evidence in the record. 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, 413 A.2d 1037 (Pa. 1980).

In this matter, the burden of proof is on Mrs. Andrews to prove that PPL violated a Commission statute, regulation, or order as it relates to the allegations raised below.

Uncredited payments

During the hearing, Mrs. Andrews testified that she and her husband made payments towards her PPL account that were not properly credited to the account. (Tr. 11). Specifically, although the account activity statement shows that no payments were made between August 31, 2018 and April 5, 2019, Mrs. Andrews claimed that she and her husband made payments during that time period. (Tr. 12). Mrs. Andrews stated that these uncredited payments were made at a local grocery store, and that she received receipts when she made these payments. (Tr. 12). During cross examination, Mrs. Andrews stated that she never contacted PPL to report that she had been making payments towards her account that have not been credited.

In response, Attorney Krupka presented the testimony of Holly Hankerson, a customer service lead for PPL, as well as PPL Exhibits 1 and 2. As noted, the account activity statement shows that no payments were made towards Mrs. Andrews' account from August 31,

2018 to April 5, 2019. Ms. Hankerson testified that if a payment was made towards Mrs. Andrews' account during this period, it would be listed on the account activity statement. Ms. Hankerson additionally testified that the receipt that a customer receives after making a payment at a bill payment center would contain the customer's PPL account number, as well as a unique identifying number or code, which the customer could use to notify PPL that a payment has been made. Neither Mrs. Andrews nor her husband contacted PPL between August 31, 2018 and April 5, 2019 to report that payments were being made that were not credited. Ms. Hankerson testified that PPL would have been able to look into the uncredited payments had they been presented with receipts from a bill payment center. (Tr. 29).

Mrs. Andrews' allegation that PPL has not properly credited payments towards her account is an allegation that PPL has not provided her with reasonable service. Allegations of unreasonable service are governed by Section 1501 of the Public Utility Code, which provides:

§ 1501. Character of service and facilities.

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service....

66 Pa.C.S. § 1501. "Service" is defined as:

§ 102. Definitions

"Service." 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, or contract carriers by motor vehicle, in the performance of their duties under this part to

their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them....

66 Pa.C.S. § 102.

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.Cmwlt. 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.Cmwlt. 1984). The Commission has stated that 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., Docket No. C-2008-2061244 (Order entered January 28, 2010).

After review of the record evidence, Mrs. Andrews has not met her burden of proving that PPL provided her with unreasonable service. The extent of Mrs. Andrews' evidence in support of her uncredited payment allegations are the assertions of herself and her husband. Mere bald assertions, personal opinions or perceptions do not constitute evidence to bolster a claim. MidAtlantic Power Supply Association of Pennsylvania v. Pa. Pub. Util. Comm'n, 746 A.2d 1196, 1200 (Pa.Cmwlt. 2000). Mrs. Andrews was given the opportunity to submit documentation to support her uncredited payment allegations as late-filed exhibits. As Mrs. Andrews stated that she received receipts from making her uncredited payments, Mrs. Andrews could have taken this opportunity to submit any receipts that she may have had of any payments that she and/or her husband have made at a bill payment center. However, she did not submit any late-filed exhibits. There is no evidence that Mrs. Andrews and/or Mr. Andrews made payments at a bill payment center towards Mrs. Andrews' PPL account between August 31, 2018 and April 5, 2019.

Even had Mrs. Andrews presented receipts of payments made at a bill payment center towards her PPL account, it would be difficult to conclude that PPL provided Mrs.

Andrews with unreasonable service by not crediting said payments towards Mrs. Andrews' account. If payments were being made at a bill payment center (a grocery store in this instance) and not being credited to Mrs. Andrews' account, the error could have been on the part of the grocery store and not PPL. That being said, as Ms. Hankerson testified, every receipt that Mrs. or Mr. Andrews would have received from a bill payment center would have contained a unique identifying number or code by which the Andrews' could have used to inform PPL that payments are being made to the account. By not informing PPL of these uncredited payments, PPL would not have been on notice that there was an issue that needed to be investigated and corrected. Every bill that Mrs. Andrews receives from PPL contains contact information that Mrs. Andrews could have used to contact PPL with any concerns over her bills.¹ To again note, public utilities are not required to provide perfect service but reasonable service.

In conclusion, Mrs. Andrews has not met her burden of proving that PPL provided her with unreasonable service as it relates to not crediting payments to her PPL account.

Termination and restoration of service

Mrs. Andrews testified that she never got a notice that PPL was going to shut her service off on April 25, 2019. (Tr. 7). Mrs. Andrews seeks Commission assistance in having her service restored.

In response, Attorney Krupka presented Ms. Hankerson's testimony and PPL Exhibit 1. Mrs. Andrews was notified by PPL of its intent to terminate her service through a termination notice sent to her on April 9, 2019. The termination date provided in the letter was April 23, 2019. Ms. Hankerson testified that PPL called Mrs. Andrews on April 16, 2019 at 9:03 a.m. and April 17, 2019 at 5:01 p.m. to speak to her about the termination notice. Mrs. Andrews'

¹ A bill rendered by a public utility for metered residential public utility service must state clearly the following information: A statement directing the customer to "register any question or complaint about the bill prior to the due date," with the address and telephone number where the customer may initiate the inquiry or complaint with the public utility. 52 Pa. Code § 56.15(11).

electric service was ultimately terminated on April 25, 2019 for having an unpaid balance of \$8,290.62 on her account.

The Commission's regulations address termination of a public utility customer's service due to a delinquent account.

§ 56.81. Authorized termination of service.

A public utility may notify a customer and terminate service provided to a customer after notice as provided in §§ 56.91-56.100 (relating to notice procedures prior to termination) for any of the following actions by the customer:

(1) Nonpayment of an undisputed delinquent account.

* * *

52 Pa. Code § 56.81.

A "delinquent account" is defined as the following:

§ 56.2. Definitions.

Delinquent account--Charges for public utility service which have not been paid in full by the due date stated on the bill or otherwise agreed upon; provided that an account may not be deemed delinquent if: prior to the due date, a payment arrangement with the public utility has been entered into by the customer, a timely filed notice of dispute is pending before the public utility, or, under time limits provided in this chapter, an informal or formal complaint is timely filed with and is pending before the Commission.

52 Pa. Code § 56.2.

PPL properly complied with the Commission's notice procedures prior to terminating Mrs. Andrews' service. PPL provided written notice to Mrs. Andrews of its intent to terminate her service at least ten days prior to the date of the proposed termination. See 52 Pa.

Code § 56.91(a). PPL made personal contact² with Mrs. Andrews, at least three days prior to the proposed termination, on two separate days at various times each day (one in the morning and one in the evening). See 52 Pa. Code § 56.93(a)(1). The exact notice provided to Mrs. Andrews immediately prior to service termination is not in the record evidence (See 52 Pa. Code § 56.94), however, PPL employees had several discussions with Mrs. Andrews on the day her service was terminated. (PPL Exhibit 2). Mrs. Andrews had an unpaid balance at the time her service was terminated, thus, PPL was authorized to terminate Mrs. Andrews' service, per 52 Pa. Code § 56.81, because of Mrs. Andrews' failure to pay her undisputed delinquent account. In conclusion, Mrs. Andrews has not met her burden of proving that PPL violated the Commission's regulations, cited above, in regards to the termination of her service.

With respect to Mrs. Andrews having her service restored, \$7,461.56 was the original amount that PPL asked for reconnection. (Tr. 40). In order for PPL to restore Mrs. Andrews' service, it may require full payment of the outstanding balance plus any reconnection fees (See, 52 Pa. Code § 56.191(c)(2)(i)) or full payment of any reconnection fees together with repayment over twelve months of the outstanding balance (See, 52 Pa. Code § 56.191(c)(2)(iii)). Mrs. Andrews is advised to contact PPL for restoration terms.

Payment arrangement

Lastly, Mrs. Andrews' eligibility for a Commission-issued payment arrangement will be analyzed. This matter is a timely appeal from the determination made at BCS No. 3695912, where it was determined that Mrs. Andrews was not eligible for a payment arrangement. This matter is a *de novo* review of that BCS determination, which means that the decision issued in this matter will be based on the evidence presented at the evidentiary hearing. 52 Pa. Code § 56.173(a). If Mrs. Andrews is eligible for a payment arrangement, her service would be restored upon PPL's receipt of the first payment under the terms of the arrangement.

² It should be noted that the phone number that PPL had on file for Mrs. Andrews at the time of the April 16 and April 17 phone calls was likely different from the number that Mrs. Andrews was using at that time. (Tr. 25). However, Mrs. Andrews never contacted PPL to update her phone number. (Tr. 25). Calls made to contact telephone numbers provided by the customer shall be deemed to be calls to the residence. See 52 Pa. Code § 56.93(a)(1).

Requests for payment arrangements are governed by The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419 (Chapter 14). This law provides strict guidelines that the Commission must follow when determining whether a payment arrangement can be issued and the length of the payment arrangement.

§ 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.

(b) Length of payment arrangements.--The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement that is investigated by the commission and is entered into by a public utility and a customer shall not extend beyond:

- (1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.
- (2) Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.
- (3) One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.
- (4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

66 Pa.C.S. §§ 1405(a)-(b). “Household income” is defined as the following:

§ 1403. Definitions

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

66 Pa.C.S. § 1403.

Generally, the Commission is permitted to establish only one payment arrangement between a customer/applicant and a utility. The Commission may only issue a second or subsequent payment arrangement under a specific set of circumstances.

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

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

§ 1403. Definitions

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

66 Pa.C.S. § 1403.

Additionally, the Commission may reinstate and extend a defaulted upon payment arrangement under a specific set of circumstances.

§ 1405. Payment arrangements

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

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

§ 1403. Definitions

“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.

Mrs. Andrews defaulted on the previous payment arrangement issued to her by the BCS at BCS No. 3337990. The arrangement issued at BCS No. 3337990 became a Commission-issued payment arrangement after Mrs. Andrews failed to appeal the BCS decision,³ and the arrangement defaulted when Mrs. Andrews failed to make payments under the terms of the payment arrangement. Given her default on this prior Commission-issued payment arrangement, Mrs. Andrews in this instant Formal Complaint is seeking a second Commission-issued payment arrangement. A second Commission-issued payment arrangement can be established for Mrs. Andrews only if she has experienced a change in income.

Mrs. Andrews testified at the hearing that her household has a gross monthly household income of \$2,672⁴ for a household of two. Mrs. Andrews' gross monthly household income reported at BCS No. 3337990 was \$2,570 for a household of two. Thus, the gross monthly household income of Mrs. Andrews' household has increased following the issuance of her Commission-issued payment arrangement. As cited, “change in income” is defined as having experienced a decrease in household income, not an increase in household income. 66

³ (3) *Resolution*. Commission staff resolution of informal complaints is binding upon the parties unless formal proceedings are initiated under §§ 56.171--56.174 (relating to formal complaints). 52 Pa. Code § 56.163(3).

⁴ \$596 + \$801 + \$1,275 = \$2,672.

Pa.C.S. § 1403. Therefore, Mrs. Andrews has not experienced the change of income required to be granted a second Commission-issued payment arrangement in this matter.

Although the Commission cannot establish a second Commission-issued payment arrangement for Mrs. Andrews, the Commission-issued payment arrangement at BCS No. 3337990 can be reinstated and extended if Mrs. Andrews defaulted on the payment arrangement as a result of a significant change in circumstance. Mrs. Andrews provided no evidence at the hearing that would lead to a finding that Mrs. Andrews defaulted on her Commission-issued payment arrangement as a result of a significant change in circumstance. Therefore, Mrs. Andrews has not experienced a significant change in circumstance making her eligible for reinstatement and extension of her Commission-issued payment arrangement.

In conclusion, Mrs. Andrews is not eligible for a Commission-issued payment arrangement to assist her in restoration of her service. The Complaint in its entirety will be dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is on the Complainant. 66 Pa.C.S. § 332(a).
3. A public utility may notify a customer and terminate service provided to a customer after notice as provided in §§ 56.91-56.100 (relating to notice procedures prior to termination) for nonpayment of an undisputed delinquent account. 52 Pa. Code § 56.81.
4. The Complainant has not met her burden of proving that the Respondent improperly terminated her service.

5. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities. 66 Pa.C.S. § 1501.

6. The Complainant has not met her burden of proving that the Respondent provided her with unreasonable service.

7. Review of informal complaint decisions will be heard de novo by a law judge or special agent. 52 Pa. Code § 56.173(a).

8. The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419, applies to this proceeding. 66 Pa.C.S. §§ 1401-1419.

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

10. A customer's gross monthly household income in relation to the Federal poverty level determines the length of the payment arrangement that the Commission can issue. 66 Pa.C.S. § 1405(b).

11. Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer. 66 Pa.C.S. § 1405(d).

12. If a customer defaults on a Commission-issued 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).

13. The Complainant has not met her burden of proving that she is eligible for a Commission-issued payment arrangement.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint filed by Connie Andrews against PPL Electric Utilities Corporation at Docket Number F-2019-3010208 is denied and dismissed.
2. That the docket at Docket Number F-2019-3010208 is marked closed.

Date: September 24, 2019

/s/
Alphonso Arnold III
Special Agent