

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jaleek Alston	:	
	:	F-2023-3039208
v.	:	
	:	
Philadelphia Gas Works	:	

**INITIAL DECISION**

Before  
Christopher P. Pell  
Deputy Chief Administrative Law Judge

**INTRODUCTION**

This Initial Decision denies the Complainant’s Formal Complaint because he failed to sustain his burden of demonstrating that Philadelphia Gas Works provided him with unreasonable service or charged him incorrectly for service. Additionally, this decision denies the Complainant’s Formal Complaint because he failed to sustain his burden of demonstrating that he should receive a second Commission-issued payment arrangement or an extension of his previous Commission-issued payment arrangement.

**HISTORY OF THE PROCEEDING**

On March 23, 2023, Jaleek Alston (Complainant) filed a Formal Complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant placed checkmarks in the boxes marked “I would like a payment agreement,” “[i]ncorrect charges are on my bill,” and “I am having a reliability, safety or quality problem with my utility service.” Under the requested relief section of the Complaint form, the Complainant indicated that he was denied participation in

PGW's Customer Responsibility Program (CRP) for a three-year period, and that he needs help paying his bills.

On April 12, 2023, the Respondent filed an Answer denying that there are incorrect charges on the bill for gas service at 5502 Master Street, Philadelphia, PA (service address). The Respondent further denied that there is a reliability, safety, or quality problem with the Complainant's gas service.

By Initial Telephonic Hearing Notice dated April 17, 2023, an initial call-in telephonic hearing was scheduled for June 6, 2023 at 10:00 a.m., and the matter was assigned to me.

I issued a Prehearing Order on April 18, 2023. The Prehearing Order directed the parties to comply with various procedural requirements and also explained that the Complainant bears the burden of proof to establish that the Respondent violated its tariff, the Public Utility Code, or a Commission Order or regulation, and that he is entitled to the relief requested in the Complaint.

The hearing convened as scheduled on June 6, 2023. The Complainant appeared *pro se* and testified. The Respondent appeared and was represented by Graciela Christlieb, Esq., who presented the testimony of Jessica Antonetti, a PGW Customer Review Officer. PGW offered eight exhibits, all of which were admitted into the record. (PGW Exhs. 1-8).

The Complainant was given until June 13, 2023 to provide copies of his paystubs, with PGW given until June 16, 2023 to object to the admission of the Complainant's paystubs. The Complainant submitted his paystubs on June 12, 2023, and Ms. Christlieb informed me on that same date that PGW has no objection to Mr. Alston's paystubs being admitted into the record. Accordingly, this exhibit, marked as Complainant's Exhibit 1, will be admitted into the record through an ordering paragraph below.

The record closed on June 21, 2023, the date the transcript was filed with the Commission.

## FINDINGS OF FACT

1. The Complainant in this case is Jaleek Alston.
2. The Respondent in this case is Philadelphia Gas Works.
3. The Complainant resides at 5502 Master Street, Philadelphia, PA 19131 (service address). Tr. 18.
4. The Complainant began participating in PGW's CRP in 2019. Tr. 19.
5. On April 9, 2019, PGW received a CRP recertification form from the Complainant. Tr. 50-51; PGW Exh. 2.
6. The 2019 CRP recertification form signed by the Complainant contained the following notice:

PUC requirements limit enrollment in CRP to customers who meet the income eligibility criteria. PGW uses internal and third party sources, as well as standard benefit determinations made by the Social Security Administration and the Department of Human Services, to routinely audit and assess information and documentation provided by customers who apply for CRP. If through investigation you are found to have provided false information, you will be removed from CRP and may be required to repay the discounts and forgiveness received during the period for which you were ineligible for the program. You may also be subject to criminal prosecution for fraud. By signing below, you acknowledge that you have provided complete and correct information, have read and understand this notice, and agree to the Customer Responsibilities above.

Tr. 58-59; PGW Exh. 2.

7. On the CRP recertification form, the Complainant is listed as the only member in his household. Tr. 51; PGW Exh. 2.

8. The Complainant's 2019 CRP recertification form indicated that he received financial assistance from Lila Mae Cooley. Tr. 51; PGW Exh. 2.

9. On April 25, 2019, Lila Mae Cooley completed an Additional Financial Assistance Affidavit form indicating that she provided \$200.00 per month to the Complainant. Tr. 52; PGW Exh. 3.

10. PGW subsequently flagged the Complainant's CRP recertification form for review for fraud after discovering that another customer provided the Complainant's information on their CRP application. Tr. 52-53.

11. A person is not permitted to be included in more than one household for CRP purposes. Tr. 54.

12. PGW reviewed the Complainant's CRP recertification and found that the address provided for Lila Mae Cooley, 2616 North Corlies Street in Philadelphia, was an abandoned property. Tr. 54-55, 85; PGW Exh. 3.

13. PGW also determined that Lila Mae Cooley's signatures on the Complainant's CRP recertification form and the Additional Financial Assistance Affidavit form did not match. Tr. 55-56, 85; PGW Exhs. 2 & 3.

14. PGW investigated the Social Security Number provided for Lila Mae Cooley during the recertification process and discovered that this Social Security Number comes up as deceased or not issued. Tr. 56-57.

15. Despite attempts, PGW was never able to contact Lila Mae Cooley. Tr. 56, 85.

16. Lila Mae Cooley is the Complainant's grandmother who passed away on an undisclosed date in 2019. Tr. 92.

17. Following PGW's review of the Complainant's CRP recertification form, PGW removed the Complainant from the CRP for fraud. Tr. 54.

18. On August 22, 2019, PGW issued a letter to the Complainant advising him of his removal from the CRP for a period of 12-months because his CRP Recertification form contained fraudulent information. Tr. 19, 22, 59-60; PGW Exh. 4.

19. On August 28, 2019, the Complainant visited a PGW district office to discuss his CRP status. Tr. 60-62; PGW Exh. 5.

20. The Customer Service Representative explained to the Complainant that he was not able to enroll in the CRP due to fraud. Tr. 62; PGW Exh. 5.

21. On September 11, 2019, the Complainant filed an informal complaint with the Commission's Bureau of Consumer Services (BCS) at case number 3733273. Tr. 64; PGW Exh. 5.

22. On May 12, 2020, the Commission's BCS issued a verbal decision advising Complainant that the Company is following its PUC approved Universal Service Plan Guidelines. Tr. 65; PGW Exh. 5.<sup>1</sup>

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<sup>1</sup> Section 3314(a) of the Code, 66 Pa.C.S. § 3314(a), establishes a general limitations period of three years for the prosecution of any action under the Code, except as otherwise provided. PGW removed the Complainant from its CRP on August 22, 2019. Pursuant to Section 3314(a), any Complaint to that action was due by August 22, 2022. The statute of limitations, however, can be tolled by the filing of an informal complaint with the Commission. *Duquesne Light Co. v. Pa. Pub. Util. Comm'n*, 611 A.2d 370 (Pa. Cmwlth. 1992). BCS issued its decision on the Complainant's September 11, 2019 informal complaint on May 12, 2020, 244 days after his filing. This tolled the statute of limitations for 244 days, allowing him until April 23, 2023 to file a timely Complaint of PGW's action.

23. PGW continued to receive mail and CRP applications during the COVID pandemic. Tr. 73.

24. On May 4, 2021, the Complainant contacted PGW by phone to ask if PGW had received any of his mailed CRP applications. Tr. 66; PGW Exh. 5.

25. The Customer Service Representative informed the Complainant that PGW had not received any of his CRP applications. Tr. 66; PGW Exh. 5.

26. The Customer Service Representative informed the Complainant that he could apply for the CRP through his PGW account. Tr. 66; PGW Exh. 5.

27. On October 31, 2022, the Complainant again contacted PGW to ask if the Company had received his CRP application that he submitted by mail. Tr. 72-73; PGW Exh. 5.

28. The Customer Service Representative informed the Complainant that PGW had not received his CRP application. Tr. 73; PGW Exh. 5.

29. The Complainant informed the Customer Service Representative that when he tried to apply online, a message appeared informing him to contact PGW. Tr. 73-74; PGW Exh. 5.

30. The Customer Service Representative contacted the Universal Service Department (USD) to investigate the Complainant's ability to apply for the CRP online. Tr. 75; PGW Exh. 5.

31. PGW's USD reviewed the Complainant's account and discovered that the hold on his account had not been removed. Tr. 21, PGW Exh. 5.

32. PGW's USD removed the hold on the Complainant's account. Tr. 21, 75; PGW Exh. 5.

33. The Customer Service Representative advised the Complainant that he could apply for the CRP online. Tr. 75; PGW Exh. 5.

34. On October 31, 2022, the Complainant submitted an online application for the CRP. Tr. 75-76; PGW Exh. 5.

35. Prior to the October 31, 2022 call from the Complainant, the Complainant never informed PGW that he was experiencing problems applying for the CRP online. Tr. 75.

36. On November 2, 2022, PGW denied the Complainant's application for the CRP because his reported income of \$1,942.20 for a one-person household was over the Federal Poverty Income Level. Tr. 76; PGW Exh. 5.

37. On January 8, 2021, the Complainant contacted PGW requesting service to his heater. Tr. 77.

38. PGW informed the Complainant that he had an inactive parts and labor plan, and provided him with the heater hotline number. Tr. 77-78.

39. The Complainant sets the thermostat on his heater at either 73 or 74 degrees. Tr. 35.

40. On January 19, 2022, the Commission issued the Complainant a payment arrangement based on reported monthly income of \$1,430.00 for a two-person household pursuant to which he was required to pay a \$224.00 budget plus \$78.00, or \$302.00 each month. Tr. 35, 78-81; PGW Exh. 7.

41. The Complainant defaulted on this Commission-issued payment arrangement. Tr. 37, 81; PGW Exh. 6.

42. The Complainant lives alone. Tr. 39.

43. The Complainant works as a landscaper earning \$20 per hour<sup>2</sup> and working an average of 40 hours per week, for average monthly gross income of \$3,466.67.<sup>3</sup> Tr. 40-41, Comp. Exh. 1.

44. The Complainant's balance at the time of the hearing totaled \$6,859.58. Tr. 50; PGW Exh. 1.

### DISCUSSION

The Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of a rule or order, complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).

To establish a sufficient case and satisfy the burden of proof, Complainant must show that the Respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). 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.

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<sup>2</sup> Although the Complainant testified that his hourly rate is \$30.00, a review of his pay stub reveals that his hourly rate is \$20.00. If the Complainant works beyond forty hours, his overtime rate is \$30.00 per hour.

<sup>3</sup> \$20 per hour x 40 hours per week = \$800 weekly gross income; \$800 weekly gross income x 52 weeks = \$41,600 gross annual income; \$41,600 gross annual income divided by 12 months = \$3,466.67 average gross monthly income.

1982); *Edan Transp. 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 & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

### **Reasonable Service**

The Complainant challenged PGW's decision to remove him from participation in PGW's CRP for fraud. The Complainant further claimed that PGW did not process his CRP applications after his one-year suspension from the program was completed. Lastly, the Complainant argued that when he tried to complete a CRP application online, PGW's system prevented him from doing so and advised him to contact PGW. The Complainant raised a claim of inadequate and unreasonable service by PGW.

PGW is required by law to provide the Complainant with adequate and reasonable service. Section 1501 of the Public Utility Code provides, in relevant part:

#### **§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.

66 Pa. C.S. § 1501.

Interpreting this provision in *West Penn Power Co. v. Pennsylvania Public Utility Commission*, 478 A.2d 947 (Pa. Cmwlth. 1984), the Commonwealth Court stated:

We hold that in order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility, the PUC does not have the authority, when acting on a customer's complaint, to require any action by the utility.

*West Penn Power*, 478 A.2d at 949 (footnote omitted).

The statutory definition of “service” is to be broadly construed.<sup>4</sup> *Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm’n*, 654 A.2d 72 (Pa. Cmwlth. 1995). In applying the facts to the law, the issue becomes whether PECO's actions as described in the Complaint rise to the level of inadequate service that constitutes a violation of the Public Utility Code.

During the hearing, the Complainant disputed submitting a fraudulent CRP Recertification form to PGW. Tr. 8, 22. The Complainant testified that his account was flagged

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<sup>4</sup> “‘**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 ... 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 (emphasis original).

for fraud because his mother used his name for a different property. Tr. 23. The Complainant maintained that he did not have any knowledge of his mother using his name, and that he did not submit a fraudulent application. Tr. 23. The Complainant did not offer anything besides his testimony to challenge PGW's decision to remove him from the CRP for fraud. "Mere bald assertions ... do not constitute evidence." *Pa. Bur. of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987); *Mid-Atlantic Power Supply Ass'n of Pa. v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000); *see also, Steffy's Pattern Shop v. Frontier Commc'ns of Pa., Inc.*, Docket No. R-00994808 (Opinion and Order entered Mar. 3, 2000).

In response to the Complainant, PGW's witness testified that the Complainant's CRP Recertification form was flagged and reviewed for fraud after PGW discovered that another customer provided his information on their CRP application. Tr. 52-53. A person is not permitted to be included in more than one household for the CRP. Tr. 54. PGW's review of the Complainant's CRP recertification revealed that he indicated that he received financial assistance from Lila Mae Cooley. Tr. 51; PGW Exh. 2. Additionally, Lila Mae Cooley completed an Additional Financial Assistance Affidavit form indicating that she provided \$200.00 per month to the Complainant. Tr. 52; PGW Exh. 3. Upon further review, PGW discovered that the address provided for Lila Mae Cooley, 2616 North Corlies Street in Philadelphia, was an abandoned property. Tr. 54-55, 85; PGW Exh. 3. PGW further determined that Lila Mae Cooley's signatures on the Complainant's CRP Application and Additional Financial Assistance Affidavit form did not match. Tr. 55-56, 85; PGW Exhs. 2, 3. Lastly, PGW investigated the Social Security Number provided during the recertification process for Lila Mae Cooley and discovered that this number comes up as deceased or not issued. Tr. 56-57. PGW was never able to contact Lila Mae Cooley. Tr. 56, 85. Following PGW's review of the Complainant's CRP application, PGW removed the Complainant from the CRP for fraud. Tr. 54. PGW's witness was credible.

Although the Complainant disputed PGW's decision to remove him from participation in the CRP, the record demonstrates that he supplied questionable information with his recertification form. The Complainant did not offer anything to rebut PGW's

conclusions. As such, I cannot conclude that PGW improperly removed the Complainant from participating in the CRP.

Regarding the Complainant's claims that he submitted multiple CRP applications to PGW, and that PGW was likely not receiving his applications due to COVID, he again only offered his testimony in support of his claims. Tr. 20. PGW's witness, on the other hand, offered credible testimony that PGW continued to receive mail and CRP applications during the COVID pandemic. Tr. 73. PGW's witness further testified that PGW never received any mailed-in CRP applications from the Complainant. *Id.*

Regarding the Complainant's argument that PGW maintained a hold on his account beyond his one-year removal which prevented him from submitting an online application, the record demonstrates that he did not inform PGW of this issue until October 31, 2022. Tr. 73-74; PGW Exh. 5. The record further demonstrates that once the Complainant notified PGW of the problem he encountered, PGW immediately removed the hold on his account, and he was able to submit his application online that same day. Tr. 21, 75-76; PGW Exh. 5. While it was unfortunate that this hold prevented the Complainant from submitting an online application, since PGW immediately corrected the problem once it became aware of this error, I cannot conclude that this incident constitutes unreasonable service by PGW.

Accordingly, I do not find that PGW's actions relating to the Complainant's CRP recertification or subsequent applications constitute unreasonable or inadequate service.

### **Incorrect Bills**

The Complainant also alleged that PGW overbilled him for his gas usage at the service address.

The burden of proof for "high bill" complaints has been explained in *Waldron v. Philadelphia Electric Co.*, 54 Pa.P.U.C. 98 (1980) (*Waldron*), and its progeny. In *Waldron*, 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 Commission 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.

Consistent with the Commission's holding in *Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Opinion and Order entered Oct. 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 6; *See also Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011).

The Complainant testified that “they were pushing cold air through the vent and they tried to say it was the furnace.” Tr. 29. The Complainant further testified that his furnace “kept running, running, running, running.” Tr. 33. The Complainant asserted that his furnace “pushed out hot air again” after “they dug up the streets . . . and reran the pipe.” *Id.* The Complainant explained that this occurred during the winter of 2020. Tr. 33. The Complainant acknowledged that he hadn’t had his furnace inspected because it was installed by the City of Philadelphia in 2020. Tr. 33-34. He further testified that he called the City of Philadelphia for help with the furnace to no avail. Tr. 34. He also acknowledged that he did not call a licensed HVAC technician to inspect his furnace for issues. The Complainant also acknowledged that he keeps the thermostat on his heater set at 73 or 74 degrees. Additionally, the Complainant believes he was incorrectly charged because he was removed from the CRP. Tr. 31, 33.

In response, PGW's witness testified that the Complainant never opened a dispute with PGW regarding a high bill or an incorrect bill. Tr. 77. PGW's witness further testified that the Complainant never contacted PGW to come look at his meter because he believed his meter was recording improperly. *Id.* The Complainant did contact PGW to request that his heater be serviced, at which time he was informed that he has an inactive parts and labor plan. *Id.*

The Complainant did not present any evidence besides his own testimony that his heater was blowing cold air to demonstrate that his bills were too high. As previously noted, "[m]ere bald assertions ... do not constitute evidence." *Pa. Bur. of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987); *Mid-Atlantic Power Sup. Ass'n of Pa. v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000); *see also, Steffy's Pattern Shop v. Frontier Commc'ns of Pa., Inc.*, Docket No. R-00994808 (Opinion and Order entered Mar. 3, 2000). Moreover, it appears, based on the Complainant's own testimony, that his bills were likely high due to his furnace operating inefficiently, and that he keeps his furnace set at 73 or 74 degrees. Lastly, the record reflects that the Complainant never raised the issue of high bills with PGW. He only sought service for his heater. Under the circumstances, the Complainant has not met his burden of proving that PGW billed him incorrectly for service.

### **Payment Arrangement**

The Complainant requested a payment arrangement. The Responsible Utility Customer Protection Act, 66 Pa.C.S. § 1401-19 (the Act or Chapter 14), applies to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This law provides strict guidelines that the Commission must follow in handling customer complaints.

Regarding the length of payment arrangements, the Public Utility Code provides the following:

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(b).

Regarding the Complainant's request for a second Commission-issued payment arrangement, the Public Utility Code provides that "[a]bsent 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." 66 Pa.C.S. § 1405(d). A "change in income" is defined at 66 Pa.C.S. § 1403 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."

Section 1405(e) of the Public Utility Code allows for an extension by six months of a payment arrangement in default if the default was a result of a significant change in circumstance. 66 Pa.C.S. § 1405(e). A "significant change in circumstance" is defined as any of the following circumstances which are 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.

Regarding the Complainant's previous Commission-issued payment arrangement, the record reflects that the Complainant's then two-person household's gross monthly income was \$1,430. The Complainant testified that he currently lives alone and submitted paystubs indicating that he earns average weekly income of \$800, or average gross monthly income of \$3,466.67. Since the Complainant's gross monthly income has actually increased, he does not meet the definition of a "change in income" set out in 66 Pa.C.S. § 1403. As such, the Complainant is not eligible for a second Commission-issued payment arrangement.

Moreover, the Complainant did not present any evidence to indicate that he had a significant change in circumstances as defined under 66 Pa.C.S. § 1403 that caused him to default on his prior Commission-issued payment arrangement. Since the Complainant did not default on his prior Commission-issued payment arrangement due to a significant change in circumstances, I cannot conclude that he is entitled to an extension of his Commission-issued payment arrangement under 66 Pa.C.S. § 1405(e).

Accordingly, the Complainant's request for a second Commission-issued payment arrangement, or an extension of his previous Commission-issued payment arrangement, is denied.

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).
3. 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 Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.
4. "Mere bald assertions ... do not constitute evidence." *Pa. Bur. of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987); *Mid-Atlantic Power Supply Ass'n of Pa. v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000); *see also, Steffy's Pattern Shop v. Frontier Communications of Pa., Inc.*, Docket No. R-00994808 (Opinion and Order entered Mar. 3, 2000).
5. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service. 66 Pa.C.S. § 1501.
6. The Complainant failed to meet his burden of demonstrating that PGW provided him with inadequate and unreasonable service. 66 Pa.C.S. § 332(a).
7. The Commission stated that it will 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 v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980).

8. “[T]he 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.” *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197, at 5 (Opinion and Order entered Nov. 15, 2011).

9. The Complainant did not meet his burden of proving that PGW billed him incorrectly for gas service. 66 Pa.C.S. § 332(a).

10. 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. 66 Pa.C.S. § 1405(d).

11. “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.

12. Section 1405(e) of the Public Utility Code allows for an extension by six months of a payment arrangement in default if the default was a result of a significant change in circumstance. 66 Pa.C.S. § 1405(e).

13. "Significant change in circumstance" is defined as any of the following circumstances which are 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; 3) loss of the customer's residence; and 4) increase in the customer's number of dependents in the household. 66 Pa.C.S. § 1403.

14. Complainant failed to sustain his burden of demonstrating that he should receive a second Commission-issued payment arrangement or an extension of his previous payment arrangement. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complainant's late-submitted exhibit, labeled as Complainant's Exhibit 1, is admitted into the record of this proceeding;
2. That the Complaint of Jaleek Alston at Jaleek Alston v. Philadelphia Gas Works, Docket No. F-2023-3039208 is denied; and
3. That the docket at Docket No. F-2023-3039208 be marked closed.

Date: September 17, 2023

\_\_\_\_\_/s/\_\_\_\_\_  
Christopher P. Pell  
Deputy Chief Administrative Law Judge