

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Thomas Conner	:	
	:	
v.	:	C-2018-3005195
	:	
Pennsylvania Electric Company	:	

Thomas Conner	:	
	:	
v.	:	C-2018-3005783
	:	
Pennsylvania Electric Company	:	

INITIAL DECISION

Before
Joel H. Cheskis
Deputy Chief Administrative Law Judge

INTRODUCTION

This decision dismisses two consolidated complaints filed by a customer of an electric company who averred that the company threatened to terminate his service or has already terminated his service and that there are incorrect charges on his bill. The case is dismissed because the customer failed to satisfy his burden to demonstrate that the company violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company when terminating electric service or that there are incorrect charges on his bill.

HISTORY OF THE PROCEEDING

On October 4, 2018, Thomas Conner filed a formal complaint with the Pennsylvania Public Utility Commission against Pennsylvania Electric Company (Penelec), docket number C-2018-3005195. In his complaint, Mr. Conner averred that Penelec is threatening to terminate his service or has already terminated his service and that he is having a reliability, safety or quality problem with his utility service. Mr. Conner attached several documents to his complaint. Some of these documents pertained to medical issues that Mr. Conner experiences, including a list of his medications and a copy of his federal disability card. Mr. Conner also included a shut off notice he received from Penelec dated September 25, 2018. For relief, Mr. Conner requested, among other things, that Penelec recognize that he has medical needs.

On October 3, 2018, Mr. Conner submitted to the Commission additional information regarding, among other things, billing and payment history on his Penelec account.

On November 1, 2018, Mr. Conner filed a second complaint with the Commission against Penelec, docket number C-2018-3005783. In his second complaint, Mr. Conner averred that Penelec is threatening to terminate his service or has already terminated his service and that there are incorrect charges on his bill. Mr. Conner again attached several documents to his complaint, noting, among other things, that he has three outstanding formal complaints. Mr. Conner asked for an audit of his account, additional information regarding his billing history and confirmation of the Medical Emergency Notice he previously received.

On October 29, 2018, Penelec filed an answer with new matter in response to Mr. Conner's first complaint. In its answer, Penelec admitted or denied the various averments Mr. Conner made in the complaint, admitting in particular that it sent Mr. Conner a 10-day termination notice indicating that service on his account was subject to termination but denying that there is a reliability or quality problem with that service. In its new matter, which was accompanied by a notice to plead, Penelec averred issues pertaining to medical certifications and

related matters and requested that the complaint be referred to the Commission's mediation unit for mediation review.

On November 19, 2018, Mr. Conner filed an answer to Penelec's new matter and an updated request for relief. For the updated request for relief, Mr. Conner requested a restraining order from all Penelec's employees, an audit for his account and answers to additional questions. Mr. Conner then provided specific responses to statements made by Penelec in its new matter, including that he never received the 10-day termination notice Penelec claimed to have issued or any telephone calls from Penelec regarding termination, as well as additional detail regarding his interaction with the Penelec employee who came to his property to terminate service. Mr. Conner then attached 11 more exhibits to his answer to support his claim that Penelec is terminating or threatening to terminate his utility service and the service quality is poor.

On November 26, 2018, Penelec filed an answer with new matter in response to Mr. Conner's second complaint. In its answer, Penelec again admitted or denied the various averments made by Mr. Conner in his complaint, including denying that there is a pending termination on any account or that there are incorrect charges on his account. Penelec also averred that the allegations of the relief requested in the November 2018 formal complaint are pending in the October 2018 formal complaint and that Mr. Conner should not be permitted to concurrently raise the same issues in two separate dockets. Penelec averred that the November 2018 formal complaint should be dismissed.

On December 21, 2018, Penelec filed a motion to consolidate the complaint filed by Mr. Conner against Penelec at C-2018-3005195 with the complaint filed by Mr. Conner against Penelec at C-2018-3005783. Mr. Conner did not oppose the motion for consolidation. The subject matter of both complaints was addressed at the hearing. The motion will be formally granted as part of this decision because there are common issues of fact and law between the two complaints.

On January 11, 2019, a telephone hearing notice was issued establishing an initial telephonic hearing for this case for Wednesday, February 27, 2019 and assigning me as the presiding officer.¹ Also on January 11, 2019, a prehearing order was issued setting forth various rules that would govern that hearing.

The hearing convened on February 27, 2019, as scheduled. Mr. Conner appeared pro se and presented three exhibits that were admitted into the record. Margaret Morris, Esquire, appeared on behalf of Penelec and presented two witnesses who sponsored seven exhibits that were admitted in to the record. A transcript of 79 pages was made.

The record in this case closed on March 6, 2019 when the transcript of the February 27, 2019 hearing was submitted to the Commission. For the reasons discussed below, Mr. Conner's consolidated complaints will be dismissed.

FINDINGS OF FACT

1. The Complainant in this case is Thomas Conner.
2. The Respondent in this case is Pennsylvania Electric Company.
3. The service address is 13018 Route 87, Dushore, PA.
4. Mr. Conner is disabled. Tr. 11.
5. Mr. Conner stores medication in his refrigerator. Tr. 15.
6. Conner Exhibit A is a copy of Mr. Conner's formal complaint filed on October 4, 2018, with accompanying attachments including a copy of Mr. Conner's federal

¹ The hearing notice inadvertently indicated that the hearing would be held on February 27, 2018 but should have read February 27, 2019. The error was noted in the subsequent prehearing order and corrected in a corrected telephone hearing notice issued January 14, 2019.

disability card, a letter Mr. Conner wrote to Penelec dated July 18, 2018, a letter Mr. Conner wrote to Penelec dated October 17, 2016, a list of Mr. Conner's medications, usage history on Mr. Conner's account and a notice indicating that Mr. Conner's electricity has been terminated as of September 25, 2018 for failure to pay a past bill. Conner Exh. A; Tr. 12-14.

7. Conner Exhibit B is a copy of Mr. Conner's answer to Penelec's new matter that Mr. Conner filed on November 19, 2018 at docket number C-2018-3005195, with accompanying attachments including information on Mr. Conner's background and medical disability, copies of remarks made on Facebook, a list of service quality issues, a booklet entitled "Your Rights and Responsibilities as a Utility Consumer," phone logs, electric usage data, monthly bills from Penelec, pictures of Mr. Conner's property and information that is also contained in Conner Exhibit A. Conner Exh. B; Tr. 17.

8. Conner Exhibit C is a print out of Facebook posts about service provided by Penelec. Conner Exh. C; Tr. 17.

9. Laurie Parker is an advanced customer service compliance specialist in the First Energy Pennsylvania Compliance Department. Tr. 22.²

10. Ms. Parker has been employed by First Energy for 22 years and specifically as a compliance specialist for 10 years where she is responsible for reviewing, investigating and responding to complaints filed at the Commission. Tr. 23.

11. Penelec Exhibit Number 1 is the customer contact history for Mr. Conner's account from May 29, 2015 to the present. Penelec Exh. 1; Tr. 25.

12. Penelec Exhibit Number 2 is the 24-month account statement for Mr. Conner's account which includes meter readings, billing periods, total amount and bill due date, among other things, from February 20, 2017 to January 23, 2019. Penelec Exh. 2; Tr. 26-27.

² First Energy is the parent company of Penelec.

13. If a customer does not make payment for the full amount due, or the amount is not received by the due date, the account is considered delinquent. Tr. 29.

14. Mr. Conner does not pay his account in full and on time. Tr. 29-30.

15. Mr. Conner's account balance was \$282.13 as of the date of the hearing. Tr. 30.

16. Penelec Exhibit Number 3 is tariff rules 9 and 11 from the Penelec tariff effective May 3, 2015. Penelec Exh. 3; Tr. 30-31.

17. Penelec Tariff Rule 9 requires customers to provide the company with access to facilities. Penelec Exh. 3; Tr. 30-31, 41.

18. The Commission's Bureau of Consumer Services (BCS) directed Penelec to issue Mr. Conner a payment arrangement on September 20, 2016 on a balance of \$447.15. The terms were budget billing plus \$16. Tr. 32-33.

19. Penelec Exhibit Number 4 is the 10-day termination notice Penelec mailed Mr. Conner on September 11, 2018 advising that his service was subject to termination on or after September 25, 2018 for a delinquent amount of \$140.60. Penelec Exh. 4; Tr. 34.

20. The 10-day termination notice was not returned to Penelec as undeliverable. Tr. 34.

21. The 10-day termination notice contained information about medical situations and the filing of disputes with the Commission. Tr. 35.

22. Penelec Exhibit Number 5 is the business record of the 3-day notices Penelec provided to Mr. Conner. Penelec Exh. 5; Tr. 35-36.

23. On July 25, 2018, Mr. Conner called Penelec to indicate that he changed the phone number at the premise. Penelec Exh. 1; Tr. 38.

24. Penelec called Mr. Conner on September 18, 2018 at 10:35 a.m. and September 19, 2018 at 5:07 p.m. regarding the termination and both times a voicemail message was left. Penelec Exh. 5; Tr. 36.

25. The presentation of a medical certification by a customer means that there will be no termination on the account for 30 days. Tr. 39-40.

26. Mr. Conner never requested the company contact his doctor about a medical certification. Tr. 40.

27. Penelec Exhibit Number 6 is a usage comparison for the 24-month period beginning February 2017 through January 2019. Penelec Exh. 6; Tr. 42.

28. Penelec Exhibit Number 7 is a compilation of the monthly bills Penelec issued to Mr. Conner for the period of April 20, 2018 to September 21, 2018. Penelec Exh. 7; Tr. 44-45.

29. Mr. Conner requested to be removed from budget billing on May 1, 2018. Tr. 44.

30. As of May 1, 2018, the difference between the budget billed amount and the actual charges was \$238.44. Penelec Exh. 7; Tr. 45.

31. For the bill dated August 22, 2018, there was a past due balance of \$140.60 (comprised of a previous balance of \$535.60 carried over from the prior billing period and a payment for \$395) plus \$75.33 in consumption charges and \$2.02 in late payment charges for a total amount due of \$217.95. Penelec Exh. 7; Tr. 47.

32. Mr. Conner never contacted Penelec to report any reliability, safety or quality problems with his service. Tr. 48.

33. Mr. Conner's account was never reversed because an estimated meter reading was too high. Tr. 49.

34. Penelec is not required to send a 10-day notice to customers by certified mail. Tr. 56.

35. Frank Ross is a representative in First Energy's Revenue Operations Department working in the field delivering personal notices of disconnect, performing disconnections and providing post-termination notices. Tr. 58-59.

36. Mr. Ross has worked with First Energy for 14 years. Tr. 59.

37. Mr. Ross appeared at Mr. Conner's residence on September 25, 2018 to terminate his electric service. Penelec Exh. 1; Tr. 38-39, 60.

38. When Mr. Ross arrives at a residence, he knocks three times hard and, if the resident comes to the door, he explains the purpose of his visit and gives the resident a phone number to call the company or, if the resident does not come to the door, he terminates the service and then leaves a termination notice on the front door. Tr. 60-61.

39. When Mr. Ross knocked on Mr. Conner's door on September 25, 2018, Mr. Conner told Mr. Ross that he could not terminate his electric service because he had medicine in the refrigerator. Tr. 61-62.

40. After speaking with Mr. Conner, Mr. Ross returned to his truck to check his records and found no medical certifications on the account and that he was clear to proceed with termination. Tr. 62.

41. Mr. Ross informed Mr. Conner that there are no medical certifications on his account and that he would proceed with terminating the electric service. Tr. 62.

42. Mr. Conner told Mr. Ross that he was not going to allow him to terminate his electric service because of his need to refrigerate his medications. Tr. 62.

43. After Mr. Conner told Mr. Ross that he was not going to allow him to terminate his electric service, Mr. Ross then returned to his truck, left Mr. Ross' property and called the Pennsylvania State Police in Towanda. Tr. 63.

44. Mr. Ross returned to Mr. Conner's property with two state troopers and the troopers spoke with Mr. Conner. Tr. 63-64.

45. The state troopers issued Mr. Conner a citation but did not issue Mr. Ross a citation. Tr. 64.

46. Mr. Conner paid the entire balance owed to Penelec of \$286.25 by credit card while Mr. Ross was waiting for the state police so Mr. Ross did not terminate the service. Tr. 64.

47. Mr. Ross is required to have company identification on him when he visits a service location. Tr. 67.

48. Mr. Ross drives a marked vehicle and wears a uniform with Penelec identification on it. Tr. 67-68.

49. The hours for visiting properties to terminate service are from 8:00 a.m. to 4:00 p.m. Tr. 68.

DISCUSSION

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, Mr. Conner averred that Penelec is threatening to terminate his service or has already terminated his service and that he is having a reliability, safety or quality problem with his service. Mr. Conner, 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).

In this consolidated case, Mr. Conner averred in his complaints that Penelec threatened to terminate his service even though he is disabled and needs electricity to refrigerate his medications. Mr. Conner also claimed that he was harassed and intimidated by an employee of Penelec during the termination process. Mr. Conner attached documents pertaining to his disability and medical needs, as well as the termination notice he received.

During the hearing, Mr. Conner testified that a Penelec employee pounded on his door and screamed that he was going to terminate his electric service. Tr. 9-10. Mr. Conner testified that this “came out of the blue” and that he had no prior knowledge of any problems that would result in having a Penelec employee come to his home. Tr. 10. Mr. Conner testified there was a \$140 balance on his account but that “this guy just showed up on my door Threatening to hook the power off.” Tr. 10. Mr. Conner noted that he is disabled and that he “thought this whole operation was underhandedly and backwards.” Tr. 11. In support of his complaints, Mr. Conner submitted several documents. Mr. Conner’s first complaint and accompanying attachments were admitted in to the record as Conner Exhibit A. Conner Exh. A. Mr. Conner’s answer to new matter and updated suggested relief submitted on November 19, 2018 were admitted in to the record as Conner Exhibit B. Conner Exh. B. Finally, a 13-page print out of a string of posts on Facebook regarding Penelec employees was admitted in to the record as Conner Exhibit C. Conner Exh. C.

In response to Mr. Conner’s complaints, Penelec presented two witnesses.

First, Penelec presented the testimony of Laurie Parker, an advanced customer service compliance specialist for First Energy for 10 years, who is responsible for reviewing, investigating and responding to complaints filed at the Commission. Tr. 22-23. Ms. Parker testified that Mr. Conner does not pay his account in full and on time. Tr. 29-30. Ms. Parker testified regarding a payment arrangement that Mr. Conner was given by BCS in 2016 on a balance of \$447.15. Tr. 32-33. Of note, Ms. Parker testified regarding the 10-day termination notice Penelec mailed to Mr. Conner on September 11, 2018 advising him that his service was subject to termination on or after September 25, 2018 for a delinquent account balance of \$140.60. Tr. 34. Ms. Parker also testified that Penelec called Mr. Conner on September 18,

2018 at 10:35 a.m. and September 19, 2018 at 5:07 p.m. regarding the termination and both times a voicemail message was left. Tr. 36. Ms. Parker testified that Mr. Conner never requested a medical certification for his account. Tr. 40. In support of her testimony, Ms. Parker sponsored multiple exhibits, including the customer contact history and 24-month account history for the account, relevant tariff rules, 10-day and 3-day termination notices and billing information. Penelec Exhs. 1-7.

Second, Penelec presented Frank Ross, a representative in First Energy's revenue operations department. Tr. 58. Mr. Ross works in the field delivering termination notices, performing the disconnections and providing post-termination notices and was the Penelec employee who visited Mr. Conner's property on September 25, 2018 of whom Mr. Conner complains. Tr. 58-60. Mr. Ross testified regarding the events at Mr. Conner's property on September 25, 2018, including his calls to the Pennsylvania State Police and the troopers' subsequent visit to Mr. Conner's property. Tr. 61-64. Of note, Mr. Ross testified that the troopers issued Mr. Conner a citation but did not issue him a citation. Tr. 64.

A review of the record evidence presented in this case demonstrates that Mr. Conner failed to satisfy his burden to demonstrate that Penelec 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 him. The evidence presented by Mr. Conner in support of his complaints is outweighed by the evidence presented by Penelec in response to Mr. Conner's complaints.

As a preliminary matter, the Commission has extensive regulations that a utility must comply with before terminating service. These regulations include grounds for termination, notice procedures prior to termination, emergency provisions and third-party notifications. 52 Pa.Code §§ 56.81-56.131. Other regulations also provide requirements regarding termination disputes and filing informal and formal complaints. 52 Pa.Code §§ 56.140-56.181.

A public utility may notify a customer and terminate service provided to a customer for nonpayment of an undisputed delinquent account. 52 Pa.Code § 56.81(a). A public utility may terminate service from Monday through Friday as long as the public utility is able to

accept payment to restore service on the day of termination. 52 Pa.Code § 56.82. The Commission's regulations also provide instances where service may not be terminated or send a termination notice. 52 Pa.Code § 56.83. Of note, prior to terminating service, a public utility shall provide written notice of the termination to the customer at least 10 days prior to the day of the proposed termination and such notice must contain, in conspicuous print, clearly and fully, 18 specific items, including the reason for the proposed termination, an itemized statement of amounts currently due and contact information for customers with disabilities that need assistance. 52 Pa.Code § 56.91. Furthermore, a public utility may not interrupt, discontinue or terminate service without attempting to contact the customer either in person or by telephone to provide notice of the termination at least 3 days prior to the scheduled termination. 52 Pa.Code § 56.93(a). Again, specific requirements are articulated in the Commission's regulations regarding the necessary contents of the 3-day personal notice. 52 Pa.Code § 56.93(b)-(d).

The Commission's regulations also provide several other requirements for a utility to follow when terminating a customer's utility service.

In this case, record evidence demonstrates that Penelec acted consistent with the Commission's regulations when terminating service to Mr. Conner on September 25, 2018.

First, Penelec demonstrated that Mr. Conner does not pay his account in full and on time. Tr. 29-30. For example, Mr. Conner had a balance of \$447.15 on his account as of September 20, 2016 when BCS directed Penelec to issue Mr. Conner a payment arrangement. Tr. 32-33. On September 11, 2018, Mr. Conner had a balance on his account of \$140.60 when the company began termination efforts. Penelec Exh. 4; Tr. 34. In fact, Mr. Conner had a balance of \$282.13 at the time of the hearing. Tr. 30. Penelec Exhibit 2 shows that only 6 times in the past 24-months did Mr. Conner pay his account balance in full and multiple late payment charges were imposed. Penelec Exh. 2. Although none of these balances are outrageously high, they made Mr. Conner's account delinquent and gave Penelec the right to terminate Mr. Conner's service under Section 56.81(a) of the Commission's regulations which, as noted above, allows a public utility to terminate service provided to a customer for nonpayment of an

undisputed delinquent account. 52 Pa.Code § 56.81(a). This is true despite Mr. Conner's argument that he pays Penelec thousands of dollars each year. Tr. 72.

Second, with regard to the actual termination of Mr. Conner's service, again, Penelec acted consistent with the Commission's regulations. Penelec Exhibit 4 is the 10-day shut off notice sent by Penelec to Mr. Conner dated September 11, 2018. Penelec Exh. 4. This notice contains all the requirements of Section 56.91 of the Commission's regulations for 10-day shut off notices. 52 Pa.Code § 56.91. In particular, the notice says that Penelec may terminate service on or after 8:00 a.m. on September 25, 2018. Penelec Exh. 4. Similarly, Penelec Exhibit 5 is the business record of the 3-day notices Penelec provided Mr. Conner, including a call at 10:35 a.m. on September 18, 2018 and a call at 5:07 p.m. on September 19, 2018 when both times a voicemail message was left. Penelec Exh. 5; Tr. 35-36. Again, Penelec has complied with the requirements contained in the Commission's regulations regarding 3-day termination notices. 52 Pa.Code § 56.93.

Mr. Conner claimed that he never received either the 10-day written notice or the 3-day notice phone calls. Tr. 12. However, Mr. Conner presented no evidence in support of this claim. In contrast, Penelec has presented substantial evidence in response to Mr. Conner that demonstrates that it has complied with the Commission's regulations regarding termination. Whereas bald assertions, personal opinions or perceptions do not constitute evidence to bolster a claim, Orlando Rivera v. Philadelphia Gas Works, Docket No. C-2010-2164222 (Order entered January 12, 2012); *citing*, Pennsylvania Bureau of Corrections v. City of Pittsburgh, 516 Pa. 75, 532 A.2d 12 (1987), in this case, even if Mr. Conner's claims were accepted without further supporting evidence, they are outweighed by the substantial evidence presented by Penelec. As noted above, 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, *supra*. Here, Mr. Conner has failed to satisfy his burden to demonstrate that Penelec violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company.

In conclusion, the Commission takes seriously customers who require electric service for medical reasons, such as Mr. Conner's need to keep medication refrigerated. This is

in part why the termination regulations are so extensive and there are provisions for medical issues to be considered. The Commission also takes seriously the way in which utility employees interact with customers, especially at the customer's premise. This is particularly true given substantial problems associated with people posing as utility employees for sometimes nefarious reasons. In this case, however, Mr. Conner has failed to satisfy his burden to demonstrate that Penelec violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company. The evidence presented by Mr. Conner in support of his complaint is outweighed by the evidence presented by Penelec in response. Therefore, Mr. Conner's complaint must be dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of 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. A public utility may notify a customer and terminate service provided to a customer for nonpayment of an undisputed delinquent account. 52 Pa.Code § 56.81(a).

10. Prior to terminating service, a public utility shall provide written notice of the termination to the customer at least 10 days prior to the day of the proposed termination and such notice must contain, in conspicuous print, clearly and fully 18 specific items, including the reason for the proposed termination, an itemized statement of amounts currently due and contact information for customers with disabilities that need assistance. 52 Pa.Code § 56.91.

11. A public utility may not interrupt, discontinue or terminate service without attempting to contact the customer either in person or by telephone to provide notice of the termination at least 3 days prior to the scheduled termination. 52 Pa.Code § 56.93(a).

12. Specific requirements are articulated in the Commission's regulations regarding the necessary contents of the 3-day personal notice to be provided prior to termination. 52 Pa.Code § 56.93(b)-(d).

13. Mr. Conner has failed to satisfy his burden to demonstrate that Penelec violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint filed by Thomas Conner against Pennsylvania Electric Company on October 4, 2018 at docket number C-2018-3005195 and the formal complaint filed by Thomas Conner against Pennsylvania Electric Company on November 1, 2018 at docket number C-2018-3005783 are hereby consolidated.

2. That the consolidated formal complaints filed by Thomas Conner against Pennsylvania Electric Company at docket numbers C-2018-3005195 and C-2018-3005783 are hereby dismissed.

3. That this consolidated matter be marked closed.

Date: April 17, 2019

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