

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Thomas J. Shores	:	
	:	
v.	:	C-2019-3010272
	:	
Pennsylvania Electric Company	:	

INITIAL DECISION

Before
Joel H. Cheskis
Deputy Chief Administrative Law Judge

INTRODUCTION

This decision denies a formal complaint filed by a customer of an electric distribution company who averred that the utility is threatening to terminate his service or has already terminated his service, there are incorrect charges on his bill and he would like a payment arrangement to pay his outstanding balance. The complaint failed to demonstrate that the company violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company.

HISTORY OF THE PROCEEDING

On May 29, 2019, Thomas J. Shores filed a formal complaint with the Pennsylvania Public Utility Commission (Commission) against Pennsylvania Electric Company (Penelec), docket number C-2019-3010272. In his complaint, Mr. Shores averred that Penelec is threatening to shut off his service or has already shut off his service, he would like a payment agreement and there are incorrect charges on his bill. Mr. Shores requested, among other things, that a manual reading of his meter be taken and that an affordable payment plan be established.

Mr. Shores noted that he is on oxygen and a CPAP machine that he needs to live and has other bills he needs to pay.

On June 20, 2019, Penelec filed an answer and new matter in response to the complaint. In its answer, Penelec admitted or denied the various averments in the complaint. Penelec admitted that it issued a 10-day termination notice advising that service was subject to termination for non-payment of undisputed charges and denied that there are incorrect charges on the bill. Penelec added that at all times relevant to this proceeding, the company's actions have been reasonable and performed in accordance with all applicable laws. Penelec added additional background regarding termination of service, payment arrangements and incorrect charges. In its new matter, which was accompanied by a notice to plead, Penelec averred that the Commission issued a payment arrangement in March 2017 that Mr. Shores defaulted on due to non-payment and that Mr. Shores is not entitled to a subsequent Commission payment arrangement or an extension of the defaulted Commission payment arrangement. Penelec requested that the complaint be dismissed with prejudice or denied in its entirety and attached various documents to its answer in support of its position.

On July 12, 2019, a call-in telephone hearing notice was issued setting an initial call-in telephonic hearing for this matter for Monday, August 12, 2019 at 10:00 a.m. and assigning me as the presiding officer. A prehearing order was issued on July 15, 2019 setting forth various procedural rules that would govern the hearing.

The hearing convened on August 12, 2019, as scheduled. Mr. Shores appeared *pro se* and provided oral testimony. Margaret Morris, Esquire, appeared on behalf of Penelec and presented two witnesses who sponsored 15 exhibits that were admitted into the record. A transcript of 59 pages was created.

The record in this case closed on September 4, 2019 when the transcript was submitted to the Commission. For the reasons discussed further below, Mr. Shores' complaint will be denied.

FINDINGS OF FACT

1. The Complainant in this case is Thomas Shores.
2. The Respondent in this case is Pennsylvania Electric Company.
3. The service address is 3170 Route 414, Canton, Pennsylvania.
4. Mr. Shores' wife passed away December 15, 2016. Tr. 8, 10.
5. Mr. Shores lives by himself. Tr. 8.
6. Mr. Shores' monthly income is \$734. Tr. 9.
7. Mr. Shores was recently diagnosed with lung cancer. Tr. 9.
8. Mr. Shores' furnace was not working properly in 2017 and a new furnace was installed in the fall of 2018. Tr. 10.
9. Mr. Shores has central air conditioning but does not use it. Tr. 11.
10. Mr. Shores purchased his home in 2003 and the windows are at least 20 years old. Tr. 11.
11. Charles Howlett is employed by Penelec as a senior compliance specialist in the Pennsylvania compliance department and has been employed by Penelec for 35 years. Tr. 13.
12. Mr. Howlett is responsible to review, investigate and respond to complaints filed by customers at the Commission. Tr. 14.

13. Penelec Exhibit Number 1 is 45 pages of customer contacts beginning on June 3, 2015 that reflects activity on Mr. Shores' account either generated automatically or made by a representative or other authorized contact on the account. Tr. 16; Penelec Exh. No. 16.

14. Mr. Shores filed a Chapter 13 bankruptcy petition on June 14, 2013 with a pre-petition balance of \$11,162.39. Tr. 17.

15. Mr. Shores' Chapter 13 bankruptcy petition was dismissed on August 31, 2018. Tr. 17.

16. Penelec Exhibit Number 2 is a three-page 48-month account statement that shows the meter reading dates, the type of consumption, the monthly billing amount and the due date of the bill, among other things, from June 1, 2015 to July 8, 2019. Tr. 18-19; Penelec Exh. No. 2.

17. Mr. Shores' account is enrolled with an alternative electric generation supplier (EGS). Tr. 18, 37-39.

18. Mr. Shores is currently enrolled in budget billing. Tr. 19.

19. The current budget amount for the first three months of the new budget year is \$153 for distribution charges. Tr. 20-21, 38.

20. Mr. Shores' meter was removed on April 16, 2017 and a new smart meter was installed on April 17, 2017. Tr. 21-22.

21. Mr. Shores' meter was again removed on December 27, 2017 and a new meter was installed on December 28, 2017 due to a report of damage at the property that required a new meter. Tr. 22.

22. Mr. Shores' meter was tested on June 27, 2019 as a result of Mr. Shores filing his complaint. Tr. 22.

23. Mr. Shores has received seven medical certificates. Tr. 22-23.
24. Penelec Exhibit Number 3 is a one-page medical certificate history. Tr. 23; Penelec Exh. No. 3.
25. Penelec Exhibit Number 4 is a one-page customer payment history for the account since June 2015. Tr. 24; Penelec Exh. No. 4.
26. Mr. Shores has made 14 payments on his account since June 1, 2015 and has received four LIHEAP payments beginning in November 2017. Tr. 25.
27. Penelec Exhibit Number 5 is a one-page history of payment arrangements entered into with Mr. Shores. Tr. 26; Penelec Exh. No. 5.
28. Penelec Exhibit Number 6 is the decision of the Commission's Bureau of Consumer Services (BCS) on an informal complaint closed on April 26, 2016 granting Mr. Shores a payment arrangement. Tr. 29; Penelec Exh. No. 6.
29. Penelec Exhibit Number 7 is the decision of BCS on an informal complaint closed on January 19, 2017 granting Mr. Shores a second payment arrangement due to his change in income. Tr. 30; Penelec Exh. No. 7.
30. Penelec was directed by the Commission's Bureau of Consumer Services to provide Mr. Shores a payment arrangement on March 3, 2017 on a balance of \$2,016.71 with a reported income of \$734. Tr. 28.
31. Penelec Exhibit Number 8 is the decision of BCS on an informal complaint closed on July 26, 2017 indicating that Penelec is not obligated to honor a fourth medical certificate and that Mr. Shores is not eligible for a payment arrangement. Tr. 31-32; Penelec Exh. No. 8.

32. Penelec Exhibit Number 9 is the decision of BCS on an informal complaint closed on September 8, 2017 directing Mr. Shores to contact Penelec prior to filing a complaint with the Commission regarding any balance issue. Tr. 33; Penelec Exh. No. 9.

33. Penelec Exhibit Number 10 is the decision of BCS on an informal complaint closed on June 15, 2018 denying Mr. Shores' request for a payment arrangement. Tr. 34-35; Penelec Exh. No. 10.

34. Penelec Exhibit Number 11 is a chart comparing Mr. Shores' usage over the past 48 months from July 2015 to June 2019. Tr. 35; Penelec Exh. No. 11.

35. Mr. Shores' usage during the winter increased when his furnace was not operational. Tr. 36.

36. Mr. Shores' account was enrolled with Verde Energy from July 4, 2019 to July 8, 2019 and has been enrolled with SFE Energy for electric generation since September 2019. Tr. 37; Penelec Exh. No. 2.

37. Penelec Exhibit Number 13 is a one-page chart Mr. Howlett created comparing EGS rates with the price to compare for the period of April 2016 through May 2019. Tr. 39; Penelec Exh. No. 13.

38. For the period of October 2016 to October 2017 the EGS rate Mr. Shores was enrolled with was higher than the price to compare between the same period. Tr. 39-40; Penelec Exh. No. 13.

39. At times, Mr. Shores was charged an EGS rate almost four times the price to compare. Tr. 40; Penelec Exh. No. 13.

40. Penelec Exhibit Number 14 is a 15-page letter sent to Mr. Shores by Mr. Howlett enclosing the results of the meter tests that were performed at the service location, along with other relevant material. Tr. 40; Penelec Exh. No. 14.

41. Jordan Piniero is a supervisor of the Bethel meter test shop for First Energy and has been employed by the company for 11 years. Tr. 45.

42. Mr. Piniero supervises the testing and calibration of meters at the Bethel meter shop. Tr. 45.

43. Meters are tested before they are installed at a service location. Tr. 46.

44. Penelec Exhibit Number 15 is a two-page document of the meter test results of the meter before it was installed at Mr. Shores' residence and after it was removed. Tr. 47; Penelec Exh. No. 15.

45. Mr. Shores' meter was tested October 5, 2017 and the meter tested within the Commission's guidelines. Tr. 48; Penelec Exh. No. 15.

46. Mr. Shores' meter was tested on July 2, 2019 and the meter tested within the Commission's guidelines. Tr. 48-49; Penelec Exh. No. 15.

47. Penelec Exhibit Number 16 is a one-page document of the meter test results of the meter that was installed at the service address on June 28, 2019. Tr. 49; Penelec Exh. No. 16.

48. Mr. Shores' meter was tested on March 7, 2019 prior to its installation at the service address and the meter tested within the Commission's guidelines. Tr. 51; Penelec Exh. No. 16.

DISCUSSION

Legal Standard

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

complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. Patterson v. Bell Tel. Co. of Pa., 72 Pa. PUC 196 (1990). “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. Se-Ling Hosiery v. Margulies, 364 Pa. 54, 70 A.2d 854 (1950) (Se-Ling Hosiery). 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. Shores averred that Penelec was threatening to shut off his service or has already shut off his service, that he would like a payment agreement and that there are incorrect charges on his bill. Mr. Shores asks for his meter to be read manually and that a payment arrangement be set that is affordable to him. Mr. Shores, 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).

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. Comm., Dept. of Public Welfare, White Haven Center, 480 A.2d 382 (Pa.Cmwlth.1984).

In this case, the record evidence demonstrates that Mr. Shores 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 with regard to the service provided

to him. Therefore, the complaint filed by Mr. Shores will be denied. Each of Mr. Shores' arguments will be addressed in turn below.

Position of the Parties

During the hearing, Mr. Shores first testified that other service providers have appeared on his bill, i.e., his service has been slammed. Tr. 7, 9. Mr. Shores added that his wife recently passed away causing a decrease in income and he questioned the difference between his bill and his neighbors' bill. Tr. 8. Mr. Shores suspected that his bill was getting mixed up with someone else's. Tr. 8. Mr. Shores then testified regarding his efforts to conserve energy including getting new appliances. Tr. 8. Mr. Shores added that he has had significant medical problems, including recently being diagnosed with cancer. Tr. 9, 11.

In response, Penelec presented two witnesses who sponsored 15 exhibits that were admitted into the record. Penelec's first witness, Mr. Howlett, is a senior compliance specialist with First Energy, Penelec's parent company, and testified regarding the contacts between Mr. Shores and the company. Tr. 13, 16. In particular, Mr. Howlett testified that Mr. Shores previously filed for bankruptcy and about the impact of that bankruptcy on his account with Penelec. Tr. 17. Mr. Howlett also testified regarding Mr. Shores' account statement and the monthly consumption, billings and payments on Mr. Shores' account for the past four years. Tr. 18-19. Mr. Howlett testified that Mr. Shores has received seven medical certificates on his account. Tr. 22-24. Mr. Howlett presented additional data regarding Mr. Shores' account, such as his payment history and the number of payment arrangements he has been provided. Tr. 24-35. Next, Mr. Howlett provided a comparison of Mr. Shores' usage during the past 48 months in relation to the period of time when Mr. Shores' furnace was not working properly. Tr. 35-37. Finally, Mr. Howlett discussed Mr. Shores' enrollment with various EGSs and compared those EGSs' rates to Penelec's rates. Tr. 37-42.

Penelec also called as a witness Jordan Piniero who works in First Energy's meter test shop. Tr. 45. Mr. Piniero testified regarding the details of the various tests of Mr. Shores' meters that were conducted by Penelec and that each test revealed the meter to be working consistent with the Commission's regulations. Tr. 46-51.

Disposition

Incorrect Charges

With regard to Mr. Shores' averment that there are incorrect charges on his bill, the evidence presented by Mr. Shores on this issue is outweighed by the evidence in response presented by Penelec. As a result, Mr. Shores has failed to sustain his burden on this issue. *See, Se-Ling Hosiery, supra.*

Penelec presented multiple exhibits regarding Mr. Shores' account. For example, Penelec presented the detailed statement of account for Mr. Shores' account. This document details the meter read date, the reading, the consumption usage, number of days in the billing period, the daily average, the read type, the billing amount, the due date, the payment amount, any adjustments and the account balance for the period of June 1, 2015 to July 8, 2019. Tr. 18-19; Penelec Exh. No. 2. This exhibit also details the various EGS charges and dates that Mr. Shores' account was switched to a different EGS. *Id.* Penelec also presented Mr. Shores' payment history, noting that Mr. Shores made 12 payments on his account from June 1, 2015 to January 4, 2017 but only one payment since then. Tr. 24-25; Penelec Exh. No. 4. Similarly, Penelec presented a 48-month usage chart that depicts the kilowatts consumed and amount billed for each month. Tr. 35; Penelec Exh. No. 11.

Yet, Mr. Shores did not present any evidence that supports his position that there are incorrect charges on his bill. This could have been done by presenting a copy of a specific bill and identifying the specific charge or charges which Mr. Shores believes is incorrect. Or, Mr. Shores could have contested specific charges in Penelec's exhibits that he believed were incorrect. Mr. Shores did not do either of these things, or anything else, to support his argument that there are incorrect charges on his bill. Instead, Mr. Shores testified, for example, that he believes his next-door neighbors' bill is not as much as his, that maybe the bills are getting mixed up, that he did not think his meter should be read remotely and that he tries to conserve energy by turning off breakers and using energy efficient appliances. Tr. 8. This testimony is not sufficient evidence to rebut the evidence presented by Penelec in response to the complaint.

In fact, record evidence demonstrates that Mr. Shores has only made 14 payments on his account since June 1, 2015 and one payment since July 2017. Tr. 25, 37; Penelec Exh. No. 4. This poor payment history has likely contributed more to Mr. Shores' high bills than any incorrect charges.

Furthermore, the detailed statement of account demonstrates that Mr. Shores' account has been enrolled with several EGSs. Penelec Exh. No. 2. This is consistent with Mr. Shores' complaint that "every time I turn around there's someone new on the account" and that he does not "understand how those companies keep getting on my account." Tr. 7, 9. Yet, as Mr. Howlett testified, Penelec's role regarding EGS charges is that it "simply places the charges that the EGS submits to the company on Mr. Shores' monthly electric bill. The company has no control over the rates negotiated between a customer and an EGS." Tr. 37-38. Furthermore, Penelec is not made aware of who authorized the switch but does send an enrollment letter to the customer and advises the customer to contact the company if he or she did not enroll with the EGS. Tr. 38. As a result, any concern that Mr. Shores has with his charges from an EGS, or that he was enrolled with an EGS, should be raised with the EGS, not Penelec. Those concerns do not warrant a finding against Penelec that there are incorrect charges on Mr. Shores' bill.

As a result, Mr. Shores' argument that there are incorrect charges on his bill will be denied. 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. *See, Milkie, supra*. Mr. Shores has failed to rebut Penelec's evidence. It is noted, however, that Mr. Shores has expressed his interest in no longer being enrolled with an EGS and Penelec should take steps to ensure that happens.

Payment Arrangement

With regard to Mr. Shores' argument that he would like a payment arrangement, Chapter 14 of the Public Utility Code grants the Commission the authority to establish a payment arrangement for customers with outstanding bills pursuant to certain guidelines related to total household income and household size. 66 Pa.C.S. § 1405(b). For example, the Commission may establish a payment arrangement for a customer whose gross monthly household income does not exceed 150% of the federal poverty level a payment arrangement over a period of up to

five years. 66 Pa.C.S. § 1405(b)(1). Furthermore, the Commission's ability to establish a payment arrangement is limited to requiring a utility to provide only one payment arrangement to a customer, absent a change in income or a significant change in circumstance. 66 Pa.C.S. § 1405(d). Chapter 14 defines a "change in income" 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 than the federal poverty level. 66 Pa.C.S. § 1403.

During the hearing, Mr. Shores testified that he lives alone and has a gross monthly household income of \$734. Tr. 8-9. For homes with one person, 100% of the federal poverty level is \$12,490 per year, or \$1,041 per month. 84 Fed. Reg. 1168 (Feb. 1, 2019). Therefore, Mr. Shores is at 71% of the federal poverty level ($734 / 1,040 = 70.57$). To determine whether the Commission is able under Chapter 14 to order Penelec to provide Mr. Shores another payment arrangement, it must be determined whether he has had a change in income of 10% or more since he is below 200% of the federal poverty level.

In this case, record evidence demonstrates Penelec was directed by the Commission's Bureau of Consumer Services to provide Mr. Shores a payment arrangement on March 3, 2017 on a balance of \$2,016.71 with a reported income of \$734. Tr. 28. As a result, the Commission may not establish a second payment arrangement for Mr. Shores because he has not experienced a change in income because the household income did not decrease by more than 10% since the last payment arrangement was provided. In fact, Mr. Shores' income did not decrease at all since the last Commission-ordered payment arrangement.

In conclusion, Mr. Shores has not satisfied his burden to demonstrate that he is eligible for a payment arrangement to pay his outstanding balance owed to Penelec because he has not realized a change in income. This portion of Mr. Shores' complaint will also be denied.

Termination of Service

With regard to Mr. Shores' argument that Penelec has inappropriately terminated

his service or threatened to terminate his service, Mr. Shores has failed to satisfy his burden on this issue and, therefore, this argument will be rejected.

Commission regulations provide substantial requirements prior to a utility terminating a customer's service. For example, Commission regulations govern the authorized termination of service, timing of service and unauthorized termination of service. 52 Pa.Code §§ 56.81-56.84. Commission regulations also provide extensive requirements regarding notice of termination of service. 52 Pa.Code §§ 56.91-56.100. The Commission regulations also include various emergency provisions regarding termination such as medical certifications and restoration of service. 52 Pa.Code §§ 56.111-56.118.

In this case, Mr. Shores checked the box on the formal complaint form that "the utility is threatening to shut off my service or has already shut off my service." Penelec admitted in its answer to Mr. Shores' complaint that it has issued a 10-day termination notice advising Mr. Shores that his service was subject to termination for non-payment of undisputed charges. During the hearing, however, Mr. Shores did not present any evidence that any efforts Penelec took to terminate his service in anyway violated the Public Utility Code, a Commission order or regulation or Commission-approved tariff of the company. In contrast, as noted above, the company has presented substantial evidence that there are no incorrect charges on Mr. Shores' bill. Record evidence further demonstrates that Mr. Shores' outstanding balance as of June 26, 2019 is \$11,054. Penelec Exh. No. 2. This demonstrates that Penelec was within its right to issue Mr. Shores' a termination notice for failure to pay the undisputed outstanding balance.

As such, Mr. Shores' averment that Penelec incorrectly threatened to terminate his utility service violates the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company is without merit and will be rejected.

Medical Certifications

In his complaint, Mr. Shores stated that his electric service should not be terminated because he is on oxygen and uses a CPAP machine. Again, however, record evidence

demonstrates that Penelec did not violate the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company with regard to this issue.

Mr. Shores' argument that his service should not be terminated because he is on oxygen and uses a CPAP machine is refuted by the record evidence that he has already received seven medical certificates. Tr. 22-23; Penelec Exh. No. 3. Four of those medical certificates were received prior to Mr. Shores filing for Chapter 13 bankruptcy and three medical certificates were filed on the post-petition account. Tr. 23. The Commission's regulations provide that service may not be terminated for at least 30 days if no length of time is specified or ascertainable and certifications can be renewed twice. 52 Pa.Code § 56.114. Therefore, Mr. Shores has received the maximum of three medical certifications on his post-petition account and is not entitled to any further medical certifications. Penelec has not violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company by not granting Mr. Shores an additional medical certification.

As such, Mr. Shores' arguments that his electric service should not be terminated because he needs his electricity for an oxygen machine and CPAP machine are without merit and will be rejected. Penelec did not violate the Public Utility Code by not accepting any more medical certificates from Mr. Shores. Mr. Shores has exceeded his allowed number of medical certificates.

Conclusion

As such, Mr. Shores' complaint will be denied. Mr. Shores has failed 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 any incorrect charges, termination or medical certificates related to his service or his eligibility for a Commission-ordered payment arrangement.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to

this proceeding. 66 Pa.C.S. § 701.

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

3. A complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. Patterson v. Bell Tel. Co. of Pa., 72 Pa. PUC 196 (1990).

4. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. Se-Ling Hosiery v. Margulies, 364 Pa. 54, 70 A.2d 854 (1950).

5. The offense must be a violation of the Public Utility Code, the Commission's regulations or an outstanding order of the Commission. 66 Pa.C.S. § 701.

6. If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. Milkie v. Pa. Pub. Util. Comm'n, 768 A.2d 1217 (Pa.Cmwlth. 2001); *see also*, Burleson v. Pa. Pub. Util. Comm'n, 443 A.2d 1373 (Pa.Cmwlth. 1982).

7. 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. Comm., Dept. of Public Welfare, White Haven Center, 85 Pa.Cmwlth. 23, 480 A.2d 382 (1984).

9. The Commission may establish a payment arrangement for customers with outstanding bills pursuant to certain guidelines related to total household income and household size. 66 Pa.C.S. § 1405(b).

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

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

12. A "change in income" is a decrease in household income of 20% or more if the customer's household income level exceeds 200% of the federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less than the federal poverty level. 66 Pa.C.S. § 1403.

13. For homes with one person, 100% of the federal poverty level is \$1,041. 84 Fed. Reg. 1168 (Feb. 1, 2019).

14. Medical certifications can last no longer than 30 days. 52 Pa.Code § 56.114(1).

15. Medical certifications can only be renewed twice. 52 Pa.Code § 56.114(2).

16. Commission's regulations govern the authorized termination of service, timing of service and unauthorized termination of service. 52 Pa.Code §§ 56.81-56.84.

17. Commission regulations provide extensive requirements regarding notice of termination of service. 52 Pa.Code §§ 56.91-56.100.

18. Mr. Shores has failed to satisfy his burden of demonstrating that Penelec has violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company with regard to any incorrect charges, termination, medical certificates related to his service or eligibility for another Commission-ordered payment arrangement.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint filed by Thomas Shores against Pennsylvania Electric Company on May 29, 2019 at docket number C-2019-3010272 is hereby denied.

2. That this matter be marked closed.

Date: September 27, 2019

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