BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Michelle Stailey	:	
	:	
v.	:	C-2019-3008847
	:	
UGI Utilities, Inc. (Gas Division)	:	

Michelle Stailey	:	
	:	
v.	:	C-2019-3008867
	:	
Pennsylvania Electric Company	:	

INITIAL DECISION

Before
Dennis J. Buckley
Administrative Law Judge

INTRODUCTION

This decision dismisses the consolidated formal Complaints filed by Michelle Stailey against UGI Utilities, Inc. (Gas Division) at Docket No. C-2019-3008847, and against Pennsylvania Electric Company at Docket No. C-2019-3008867. Complainant has failed to state a cause for which relief may be granted, and the relief she does request is impossible for the Commission to grant. Even if the Commission would entertain Complainant's request, she has failed to show by a preponderance of the evidence that either UGI Utilities, Inc. or Pennsylvania Electric Company have violated the Public Utility Code (Code) or the rules and regulations of the Commission.

HISTORY OF THE PROCEEDINGS

On March 25, 2019, Michelle Stailey (Complainant), filed a Complaint at Docket No. C-2019-3008847 with the Pennsylvania Public Utility Commission (Commission) alleging that UGI Utilities, Inc. (Gas Division) (hereinafter UGI) had defrauded her of money and arguing that she has no responsibility for paying her utility bills because the actions of the United States Congress in 1933-1934, which ended the nation's use of "the gold standard," removed that responsibility.[1] Complainant asked that the Commission use her "exemption" allegedly created by Congress in 1933-1934 to "offset" her existing debt and to direct the utilities to refund her past payments.

Also, on March 25, 2019, the Complainant filed a second and virtually identical Complaint, this time against Pennsylvania Electric Company (hereinafter Penelec) at Docket No. C-2019-3008867.

On April 16, 2019, UGI filed an Answer to the Complaint at Docket No. C-2019-3008847 denying any violation of the Code or the regulations of the Commission.

On April 17, 2019, Penelec filed an Answer to the Complaint at Docket No. C-2019-3008867 denying any violation of the Code or the regulations of the Commission.

On May 1, 2019, a Hearing Notice was issued setting June 12, 2019 as the date for a telephonic hearing in the UGI case. The Complaint against UGI was heard on June 12, 2019. Complainant was present and offered testimony. Larry R. Crayne, Esquire, appeared on behalf of UGI and offered the testimony of Amy Wynn, a Senior Compliance Representative with UGI. Counsel offered three exhibits that were received into evidence: Exhibit R-1, a Statement of Account; Exhibit R-2, a Payment Arrangement History; and, Exhibit R-3, a determination by the Commission's Bureau of Consumer Services (BCS).

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[1] The gold standard is a monetary standard that ties a unit of currency, or money, to a stated amount of gold.

On April 23, 2019, a Hearing Notice was issued setting June 19, 2019 as the date for a telephonic hearing in the Penelec case, but on May 30, 2019, counsel for Penelec requested a continuance due to a scheduling conflict. Counsel attempted to contact Complainant by letter to ascertain her position with respect to the request as she had asked that she not be contacted by telephone and does not use email. Complainant did not respond to that letter. On June 11, 2019, an Order was issued continuing the hearing.

On June 14, 2019, a Hearing Notice was issued rescheduling the Penelec hearing for July 25, 2019. The Complaint against Penelec was heard on July 25, 2019. Complainant was present and offered testimony. John L. Munsch, Esquire, appeared on behalf of Penelec and offered the testimony of Doris M. Cook, an Advanced Customer Service Specialist employed by FirstEnergy. Counsel offered three pre-numbered exhibits that were received into evidence: Exhibit No. 1, a Detailed Account Statement; Exhibit No. 2, documentation of a BCS payment plan and a Commission ordered payment plan; and Exhibit No. 4, a list of prior payment arrangements.

Transcripts and related exhibits from the two hearings were filed by the court reporting service with the Secretary of the Commission; a 37-page transcript (and related exhibits) in the UGI Complaint was filed on July 19, 2019, and a 42-page transcript (and related exhibits) in the Penelec Complaint was filed on August 21, 2019. The record closed on August 21, 2019 with the filing of the Penelec transcript.

No briefs were requested or filed in either case.

On November 20, 2019, an Order was issued consolidating the two cases for purpose of adjudication.

The consolidated cases are ready for adjudication.

FINDINGS OF FACT

1. Michelle Stailey is the Complainant in these consolidated cases.

2. UGI Utilities Incorporated (Gas Division) and Pennsylvania Electric Company are the Respondents in these consolidated cases, and both are Commission jurisdictional distribution companies.

3. Complainant's service address in these consolidated cases is 1118 Moore Street, Huntingdon, Pennsylvania.

4. On March 25, 2019, Complainant filed a Complaint at Docket No. C-2019-3008847 with the Commission alleging that UGI had defrauded her of money and arguing that she has no responsibility for paying her utility bills because the action of the United States Congress ending the gold standard has removed that responsibility.

5. Also on March 25, 2019, Complainant filed a Complaint against Penelec at Docket No. C-2019-3008867 alleging that Penelec had defrauded her of money and arguing that she has no responsibility for paying her utility bills because the action of the United States Congress ending the gold standard has removed that responsibility.

6. Both UGI and Penelec timely filed Answers denying any violation of the Code or the rules and regulations of the Commission.

7. Complainant's formal Complaints and requests for relief are based on her interpretation of, "House Joint Resolution 192 and Public Law 73-10." Tr. June 12, 2019 at 10.

8. When Complainant refers to "House Joint Resolution 192 and Public Law 73-10," she is referring to the actions of the government of the United States Congress in passing the Gold Reserve Act of 1934 which banned the export of gold, restricted the ownership of gold

and halted the convertibility of gold into paper money, and to the prior Executive Order 6102 which required almost all gold to be exchanged for paper currency.

9. It is Complainant's position that she does not owe UGI or Penelec any money by virtue of "House Joint Resolution 192 and Public Law 73-10," but she does expect UGI and Penelec to continue to provide her with utility service. Tr. June 12, 2019 at 12-13.

10. Complainant does not dispute the amount of her bill with UGI or with Penelec; she disputes the legality of the utilities billing her and her obligation to pay those bills. Tr. June 12, 2019 at 12-13; Tr. July 25, 2019 at 11.

11. Complainant received Low Income Home Energy Assistance Program (LIHEAP) funds in 2016 and 2017. Tr. June 12, 2019 at 13, Exhibit R-1.

12. When Complainant refers to an "exemption account," she is referring to a fictive bank account she asserts exists by virtue of "House Joint Resolution 192 and Public Law 73-10," and which relieves her of indebtedness. Tr. June 12, 2019 at 11, 26.

13. When Complainant refers to "bankruptcy," she is referring to what she asserts was the bankruptcy of the United States which supposedly occurred in 1933-1934. Tr. June 12, 2019 at 12.

14. Complainant contends that no valid currency exists for the payment of private debt, including utility bills. Tr. June 12, 2019 at 12.

15. When Complainant refers to a "1099-IED Form" she is referring to a fictive tax accounting document reflective of her part of the public debt, ostensibly created by Congress for the payment of private bills after taking the nation off the gold standard. Tr. June 12, 2019 at 11.

16. On August 22, 2018, Complainant made a $175 payment to UGI for the restoration of her natural gas service. Tr. June 12, 2019 at 17; Exhibit R-1.

17. Complainant entered into two payment arrangements with UGI in 2018, both of which she defaulted on. Tr. June 12, 2019 at 18; Exhibit R-2.

18. Complainant has consistently carried arrearages on her account with UGI. Tr. June 12, 2019 at 19; Exhibit R-1.

19. To reinstate service with UGI, Complainant would have to pay $2,261.90. Tr. June 12, 2019 at 19.

20. Complainant maintains that she does not use cash for any purpose, but her daughter who resided with her until February, 2019, does. Tr. June 12, 2019 at 23-24.

21. Complainant alleges that any utility charge appearing on a bill that is formatted in a "box" is null and void being, " . . . blank paper saying I owe an amount for some reason." Tr. June 12, 2019 at 20-22; Tr. July 25, 2019 at 12.

22. Complainant is enrolled in Penelec's budget billing program. Tr. July 25, 2019 at 24-25.

23. Complainant has accrued an arrearage with Penelec at her service address in the amount of $8,718.19. Tr. July 25, 2019, at 25, Exhibit 1.

24. Complainant has accrued an arrearage with UGI at her service address in the amount of $3,477.34. Tr. June 12, 2019, at 17.

<u>DISCUSSION</u>

The Commission has jurisdiction to consider the complaints brought before it. 66 Pa.C.S. § 701. That being said, these cases might be dismissed outright as failing to state a cause for which relief may be granted, and as will be explained, the relief requested is impossible for the Commission to grant. However, because the Complainant also denies the right of the utilities even to bill her and objects to the format used for billing, those contentions must be addressed.

As a matter of law, to establish a legally sufficient claim, 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 Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990). The offense must be a violation of the Public Utility Code, a Commission Regulation or Order or a violation of a Commission-approved tariff. 66 Pa. C.S. § 701.

Section 332(a) of the Code provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof. 66 Pa. C.S. § 332(a). The burden of proof for actions before the Commission is the, "preponderance of the evidence" standard. *Suber v. Pennsylvania Comm'n on Crime and Delinquency*, 885 A. 2d 678, 682 (Pa. Cmwlth. 2005) (*Suber*); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992) (*Lansberry*); see also *North American Coal Corp. v. Air Pollution Commission*, 279 A.2d 356 (Pa. Cmwlth. 1971). To establish a fact or claim by a preponderance of the evidence means to offer the greater weight of the evidence, or evidence that outweighs, or is more convincing than, by even the smallest amount, the probative value of the evidence presented by the other party. See *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 48-49, 70 A.2d 854, 855 (1950).

The burden of proof is comprised of two distinct burdens: the burden of production and the burden of persuasion. *Hurley v. Hurley*, 2000 Pa. Super. 178, 754 A.2d 1283 (2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Initial

Decision issued May 11, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. It may shift between the parties during a hearing. If a complainant introduces sufficient evidence to establish legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant's evidence. See *Id*. If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant, who must provide some additional evidence favorable to the complainant's claim. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd,* 501 Pa. 433, 461 A.2d 1234 (1983).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. See *Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. In determining whether a complainant has met the burden of persuasion, the ultimate fact-finder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. See *Moore*, citing *Suber*.

1. Complainant's "Gold Standard" Argument

From the outset, it is critical to understand that this is not a conventional billing dispute. Complainant is not disputing the accuracy of the charges on her bills. Complainant is not requesting a payment arrangement. Complainant is challenging the legality of utilities billing her for their services and the format of the bills, though Complainant never expressly made the latter argument in any detail. Complainant contends that it is the responsibility of the federal government to pay all of her debts, thus the utilities cannot bill *her*. In making her argument, Complainant uses some terms that have a widely agreed upon common usage, but she re-defines those terms. As her argument is unique and employs concepts not commonly heard by the

Commission, it is important to state her theory and clarify the meanings of the terms she employs. Complainant argues the following and states her request for relief thusly:

> I am the holder in due course, and I came here today to make a special appearance as the authorized representative. I accept for value in return for value all instruments in this matter and make my exemption as principal available for all discharge of all obligations connected with this debt and continue my services. Please use my exemption to offset the debt. As trustee, Judge, I ask that of you, to offset the public charge against me.
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> Ever since June 5, 1933, because of the bankruptcy of the United States when Joint House Resolution 92 was unanimously passed and becoming [sic] Public Law 73-10, all products of the industrial economic system are, of legal lawful necessity, prepaid; i.e. everything must be paid for by the government to preclude the charges of high treason against Congress, the Secretary of the Treasury, the Boards of Governors of the Federal Reserve Bank, and the Controller of the currency. This is a historical fact, irrebuttable fact that has been kept a secret from the people for 93 years.

Tr. June 12, 2019 at 25-26.

In essence, Complainant is arguing that when the United States ultimately ended backing its currency with gold by passing the Gold Reserve Act of 1934 (which Complainant refers to by citing "House Joint Resolution 192 and Public Law 73-10") an obligation was created by the federal government to pay the debts of the citizenry. This contention is rooted in the theory that the federal government, by ending the tie between our currency and gold, has (inferentially) bankrupted the United States (by removing the means of paying debts) and has thus ended the ability of the citizens of the United States to pay their debts because the currency of the United States has been rendered valueless. Under this theory, having rendered our currency valueless, the government has taken responsibility upon itself to pay for all of our debts. I would note that this argument completely ignores the fact that the federal government of the United States is not an independent entity but is based upon elected representation of the citizenry, so the Gold Reserve Act of 1934 was not a fiat handed down by an autocratic government operating without the consent of the people. I would also note that the Gold Reserve Act of 1934 has not been successfully challenged in the courts.

Complainant's argument is an elaborate but legally baseless construct. When Complainant refers to an "exemption account," in her testimony, she is referring to a fictive bank account she asserts exists by virtue of "House Joint Resolution 192 and Public Law 73-10," and which relieves her of any and all indebtedness. Tr. June 12, 2019 at 11-12. When Complainant refers to "bankruptcy," she is referring to what she asserts was the bankruptcy of the United States which supposedly occurred in 1933-1934 when the nation went off the gold standard. Tr. June 12, 2019 at 12. Complainant contends that no valid currency exists for the payment of private debt, including her utility bills. Tr. June 12, 2019 at 12. When Complainant refers to a "1099-IED Form" she is referring to a fictive tax accounting document reflective of her exemption or part of the "public" debt, ostensibly created by Congress for the payment of private bills after taking the nation off the gold standard. Tr. June 12, 2019 at 11.

In the wider sphere of American jurisprudence, the argument propounded by Complainant has been heard, addressed, and rejected by other courts. For example, in granting a Motion to Dismiss filed by a (Defendant) credit union against a (Plaintiff) defaulting borrower seeking to interpose "House Joint Resolution 192 and Public Law 73-10" as a basis for non-payment of loans, the federal court in *Sanford v. Robins Federal Credit Union*, No. 5:12-CV-306, 2012 WL 5875712 (M.D. Ga. Nov. 20, 2012) (*Sanford*) stated:

> [R]eference to H.J. Res. 192, 73rd Cong. (1933), enacted by Pub. L. No. 73-10, 48 Stat. 112-13 (1933), is also insufficient to state a claim upon which relief can be granted. House Joint Resolution 192, titled, "To assure uniform value to the coins and currencies of the United States," states that obligations requiring payment "in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby" are against public policy, and that U.S. currency is legal tender for all debts. See H.J.R. Res. 192, 73d Cong. (1933); see also *Bryant v. Wash. Mut. Bank*, 524 F. Supp. 2d 753, 759 & n .9 (W.D. Va. 2007); *McLaughlin v. Citifinancial Auto Credit, Inc*., 2010 WL 2377089 at (D. Conn.). Enactment of this resolution by Public Law 73-10 suspended the gold standard in the United States. See *McLaughlin*, 2010 WL 2377089 at 6; Johnson v. United States, 79 Fed. Cl. 769, 774-75 (2007). The Plaintiff declares that presentment of the electronic funds transfer instruments "discharged [his] debt upon receipt of the instrument" and that his "[p]ayment was in full accord with" the resolution and public law. (Doc. 15, ¶ 3). He adds that, as a result of this law, "there exists an obligation of

> the Federal Government (Treasury) to discharge debts, in exchange for giving them credit to create and control the money system." (Doc. 15, ¶ 3).
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> Frankly, it is not clear to this Court how the Plaintiff finds support for his claims in the United States' suspension of the gold standard. His argument in this regard is vague and, at times, less than coherent. To some extent, it appears the Plaintiff hopes to advance a watered-down version of claims other plaintiffs have unsuccessfully attempted via Public Law 73-10, such as the "vapor money" theory, "unlawful money" theory, or "redemption" theory. See *McLaughlin v. CitiMortgage, Inc*., 726 F. Supp. 2d 201 (D. Conn. 2010) (discussing these theories in depth and collecting cases that "universally and emphatically" reject them). Such claims are "equal parts revisionist legal history and conspiracy theory," *Bryant*, 524 F. Supp. 2d at 758, and share a common thread in their use by plaintiffs seeking to avoid debt repayment.
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> It is not clear whether the Plaintiff is making one of these specific arguments or whether he merely adopts some of their broader themes regarding the American monetary system. Parts of his Response to the Defendant's Motion to Dismiss have clearly been cut and pasted from the Internet, so it is possible he is borrowing language he does not himself fully understand or has included only a small piece of one of these theories. As best this Court can determine, the Plaintiff's central thesis regarding Public Law 73-10 is that, by virtue of the 1933 "bankruptcy" of the country and suspension of the gold standard, American citizens provided credit to the federal government to create and control the money system, giving rise to the government's obligation to discharge their debts. To the Court, this implies the Plaintiff believes it is the government's ultimate responsibility to repay his car loans. But even if this were true, it does not state a valid claim for relief, as the government is not a party to the loan the Defendant provided the Plaintiff. As stated above, the Defendant is not a government actor. Moreover, even if the Plaintiff had more clearly described how this public law applies to his circumstances, he still would not state a claim upon which relief can be granted: Courts have widely rejected arguments seeking relief pursuant to theories based on Public Law 73-10. See *McLaughlin*, 726 F. Supp. 2d at 214 (collecting cases). This Court now does the same: To whatever extent the Plaintiff appeals to Public Law 73-10 as the basis for this action, he has failed to state a claim upon which relief can be granted.

Sanford at 6-9.

The foregoing decision in *Sanford* is as eloquent and on point as anything that I might craft in this case. I would note that as the court opined in *Sanford*, so in this case, I am convinced that despite her claim to having written this argument herself (Tr. June 12, 2019 at 7, 26), Complainant found this on the internet (or was provided it) and read it into the record.[2] I say this not only because of Complainant's staccato delivery when she read the statement, but because when pressed to explain the meaning of specific terms that she used, Complainant could not do so. This goes to Complainant's credibility or rather lack thereof.

Similarly, I reject Complainant's contention that she does not use cash for any purpose. Tr. June 12, 2019 at 23-24. Complainant is enrolled in Penelec's budget billing program; further, UGI Exhibits R-1 and R-2 and Penelec Exhibit 1, reflect specific cash payments made by Complainant (or by someone on her behalf) using this ostensibly valueless money. She has also entered into payment arrangements based on the money she claims is valueless. Tr. June 12, 2019, at 17-18; Exhibits R-1 and R-2; Penelec Exhibit No. 4. Complainant has used LIHEAP funds to pay her bills. She has made other payments on her utility accounts in the past, and those could only have been made with U.S. dollars. UGI Exhibits R-1, R-2; Penelec Exhibit No. 1. Paradoxically, Complainant demands a refund of the payments she has made to the utilities in the past but never explains why, if that money was and is valueless, she wants it back.

Complainant's argument that she has been absolved of responsibility for her bills is without merit or legal basis.

2. <u>Complainant's Reference to Article I, Section 10 of the Constitution of the United States</u>

I would also note that Complainant made passing reference to Article I, Section 10 of the Constitution of the United States as support for the proposition that money not backed by precious metals, " . . . make it impossible to pay at law for anything." Tr. June 12, 2019 at 27-28. The clause which Complainant refers to reads:

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[2] Merely inserting the term "Public Law 73-10" into any internet search will yield a plethora of these schemes to avoid the payment of lawful debts.

> No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.

U.S. Const. art. I, § 10. This provision of the Constitution does not support Complainant's argument because the prohibition is a limitation on the power of the individual states, not a requirement that the federal government use only gold and silver coin as currency or as a support for currency.

All of this being said, if it is Complainant's intention to challenge the actions of the federal government, then she is in the wrong court. The Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly as contained in the Public Utility Code. Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy. *Hughes v. Pennsylvania State Police*, 619 A.2d 390 (Pa. Cmwlth. 1992) *alloc. denied*, 637 A.2d 293 (Pa. 1993). The Commission has no authority to render a decision with respect to an issue involving the currency of the United States.

Similarly, I am not a "trustee," nor can I use a fictive "exemption" to "offset" Complainant's debt as she requests. Tr. June 12, 2019 at 26.

3. Complainant's Bill Formatting Argument

Complainant argues that any utility charge appearing on a bill that is formatted in a "box" is null and void being, " . . . blank paper saying I owe an amount for some reason." Tr. June 12, 2019 at 20-22; Tr. July 25, 2019 at 12. Complainant did not provide any legal basis for this contention. Again, Complainant did not dispute the accuracy of charges but seeks to avoid responsibility for paying her bills because the bills are not formatted in such a way that Complainant would consider the charges to be lawful. Complainant did not explain what that format might be, and in any event this is not Complainant's decision to make. Utility bills are formatted in accord with the rules and regulations of the Commission and as provided for in the utility's tariff. *See,* 52 Pa. Code § 56.265. Billing information.

4. The Right of a Utility to be Paid for Its Services

Inferentially at least, Complainant understands that a utility must be paid. Her argument goes to who will *pay* the bill. It is well established that a utility may charge its customers in accord with its lawful tariffed rates. 66 Pa. C.S. § 1302. A utility tariff has the force and effect of law in Pennsylvania, and is legally binding upon the utility, its customers and the public. 66 Pa. C.S. § 1303; *DiSanto v. Dauphin Consolidated Water Supply Company*, 436 A.2d 197 (Pa. Super. 1981); *Brockway Glass Co. v. Pa. Pub. Util. Comm'n.*, 437 A.2d 1067 (Pa. Cmwlth. 1981). Regulated utilities are entitled to a reasonable opportunity to recover their prudently incurred costs. This principle was established in the landmark U.S. Supreme Court case, *Federal Power Commission v. Hope Natural Gas Co.,* 320 U.S. 591, 603 (1944). Regulated utilities are also entitled to earn a fair and reasonable rate of return on their capital investments. This principle was established in another landmark U.S. Supreme Court case, *Bluefield Water Works and Improvement Co. v. Public Service Commission of West Virginia*, 262 U.S. 679 (1923). In short, a utility is to be paid for the service it renders. Payment for utility service cannot be made by reference to an obligation of the federal government when that obligation does not exist in law or fact. Responsibility for the payment of her utility bills rests with the Complainant.

5. Conclusion

Complainant contends that the public is in a state of "profound ignorance," in that the purported responsibility of the government for paying our bills is unknown. Tr. June 12, 2019 at 26. It is unknown because such a responsibility does not exist in law or fact. Complainant may not set herself up as the arbiter of these matters. As the issue is federal, that is the court where these matters must be raised though I suspect the outcome will be the same as in *Sanford* and the many other cases that have taken up this issue.

For the purpose of adjudicating these Complaints, I note that Complainant has enjoyed the benefit of service from UGI and Penelec, and they have a right to be compensated for their services. Complainant knows this. In fact, she has made payments in the past. As the

account holder for utility service at her residence, she is responsible for her bills and owes payments for services rendered and billed.

Complainant has failed to state a cause of action where relief may be granted and has requested relief which the Commission cannot provide her. Complainant has failed to show any violation of the Public Utility Code or rule or regulation of the Commission by UGI or Penelec. Consequently, her Complaints must be dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction to consider complaints brought before it. 66 Pa.C.S. § 701.

2. The Commission is bound by the express provisions of the Pennsylvania Public Utility Code and "possesses only the authority the state legislature has specifically granted to it in the Code['s] . . . express language or necessary implication therefrom." *Sowers v. PPL Gas Utilities Corp*., Docket No. C-20066530, (entered January 26, 2007) (citing 66 Pa C.S. §§ 1011, et seq.); See *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1977); *Allegheny County Port Auth. v. Pa. Public Util. Comm'n*., 237 A.2d 602 (Pa. 1967); *Behrend v. Bell of Pa*., 390 A.2d 233 (Pa.Super. 1978); *Pa. Dep't of Highways v. Pa. Public Util. Comm'n*., 182 A.2d 267 (Pa.Super. 1962); *City of Erie v. Pa. Electric Co*., 383 A.2d 575 (Pa.Cmwlth. 1978).

3. The party seeking affirmative relief from the Commission bears the burden of proof. 66 Pa.C.S. § 332(a).

4. 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); *Feinstein v. Phila. Suburban Water Co*., 50 Pa. PUC 300 (1976).

5 The burden of proof must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 134 Pa.Cmwlth. 218, 221-222, 578 A.2d 600, 602 (1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). A preponderance of evidence is that which is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

6. 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 Transportation Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

7. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa.Super. 1960); *Murphy v. Dep't. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth. 1984).

8. 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.

9. The Commission is bound by the express provisions of the Pennsylvania Public Utility Code and, "possesses only the authority the state legislature has specifically granted to it in the Code['s] . . . express language or necessary implication therefrom." *Sowers v. PPL Gas Utilities Corp*., Docket No. C-20066530, (entered January 26, 2007) (citing 66 Pa C.S. §§ 1011, et seq.); See *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1977); *Allegheny County Port Auth. v. Pa. Public Util. Comm'n*., 237 A.2d 602 (Pa. 1967); *Behrend v. Bell of Pa*., 390 A.2d 233 (Pa.Super. 1978); *Pa. Dep't of Highways v. Pa. Public Util. Comm'n*., 182 A.2d 267 (Pa.Super. 1962); *City of Erie v. Pa. Electric Co*., 383 A.2d 575 (Pa.Cmwlth. 1978).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaints in above-captioned cases, Stailey v. UGI Utilities, Inc. (Gas Division) at Docket No. C-2019-3008847 and Stailey v. Pennsylvania Electric Company at Docket No. C-2019-3008867 are dismissed.

2. That Complainant is responsible for the payment for services rendered by UGI Utilities, Inc. (Gas Division) and Pennsylvania Electric Company.

3. That the Secretary of the Commission mark these cases closed.

Date: December 17, 2019

/s/
Dennis J. Buckley
Administrative Law Judge