

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Kenneth James Arthurs	:	
	:	
v.	:	C-2018-3005331
	:	
Pennsylvania Electric Company	:	

INITIAL DECISION

Before
Elizabeth H. Barnes
Administrative Law Judge

INTRODUCTION

This initial decision dismisses the complaint for failure to prove that it was unreasonable for the electric distribution company (EDC) to terminate electric service on October 17, 2019 to a commercial customer without providing termination notices to alleged residential tenants prior to the termination of service. Complainant has failed to prove there were incorrect charges on the account in question or that the tenants were not actually hotel guests of a commercial operation. Complainant's request for a payment arrangement on behalf of a commercial account holder shall be denied.

HISTORY OF THE PROCEEDING

Kenneth James Arthurs (Complainant or Mr. Arthurs) filed a formal complaint against Pennsylvania Electric Company (Respondent or Penelec) on October 12, 2018 at Docket No. C-2018-3005331.

Complainant seeks relief in the form of a payment arrangement for the account holder customer, Wolfendale's (Customer). Complainant further avers there are incorrect charges on the commercial account of Wolfendale's and that Penelec erroneously did not provide termination notices to residential tenants on the same metered account.

On November 5, 2018, Penelec filed an Answer denying the material averments in the Complaint. Penelec avers that proper termination notices were issued and the balances reflect pre-petition amounts due and owing after a bankruptcy case was dismissed with prejudice. Further, Penelec argues the Commission lacks jurisdiction to direct a payment arrangement for a non-residential customer.

Several Hearing Notices were issued and cancelled due to the Complainant's health. On March 28, 2019, the Commission issued a Notice scheduling the matter for a telephonic hearing on October 15, 2019. The evidentiary hearing took place as scheduled. The Customer was represented by David Serene, Esquire. Complainant, Kenneth James Arthurs, testified on behalf of the Customer, Wolfendale's. Margaret A. Morris, Esquire, represented the Company. Alison Walker testified on behalf of Penelec. The deadline for filing main briefs was November 27, 2019 and the deadline for filing of reply briefs was December 17, 2019. N.T. 77, 87. On November 26, 2019, Complainant filed his Main Brief. On November 27, 2019, Respondent filed its Main Brief. On December 17, 2019, Respondent filed a Reply Brief. The record closed on December 17, 2019 when the Reply Brief was filed. This case is ripe for a decision.

FINDINGS OF FACT

1. Complainant in this case is Kenneth James Arthurs. N.T. 15.
2. Respondent in this case is Pennsylvania Electric Company, an electric distribution company operating in the Commonwealth of Pennsylvania. N.T. 15.
3. Complainant currently resides with his wife, Brenda Lee Arthurs, at 122 South Sixth Street, Indiana, Pennsylvania. N.T. 15.

4. Complainant is a restaurant owner and bar manager at Wolfendale's located at 560 Philadelphia Street, Indiana, Pennsylvania (service property). N.T. 16-18.
5. Wolfendale's is the account holder. N.T. 16-18.
6. The service property is a three-story brick building with about 2,100 square feet per floor. N.T. 18.
7. There is one meter with an account number ending in 975 for the entire service property. N.T. 18.
8. There is a bar/restaurant business located on the first floor of the building. N.T. 18.
9. The restaurant uses gas appliances and a gas furnace. N.T. 18.
10. The second floor consists of a four-bedroom apartment used for hotel sleeping rooms. N.T. 35, 67-68.
11. The third floor is a six-bedroom apartment, which is used for hotel sleeping rooms. N.T. 19, 36, 67.
12. NCK, Inc. is a corporation doing business as Wolfendale's. N.T. 19.
13. Complainant is Secretary and Treasurer of NCK, Inc. N.T. 20.
14. Complainant purchased the service property in 1994. N.T. 23, 33.
15. Wolfendale's electric service was terminated the day before the hearing on October 14, 2019. N.T. 24.

16. Complainant has a heart condition. N.T. 16.
17. Complainant argues there is an erroneous amount on his bill of \$15,000, which was added to his bill on September 15, 2017. N.T. 29.
18. Penelec established three post-bankruptcy petition accounts for Wolfendale's since 2015. Penelec Exhibits 1, 3, 5, and 6, N.T. 60.
19. The present post-petition account was established on March 4, 2016. Penelec Exhibits 1 and 3, N.T. 60.
20. The post-petition account balance as of October 15, 2019 is \$48,362.22. N.T. 69.
21. The Service Location was sold in September 2018 to Mary Beth Akbay and Lenny Akbay. N.T. 23.
22. All payments submitted to Penelec were properly posted and reflected on the monthly bill. N.T. 39.
23. The monthly bill, dated August 26, 2017, reflected the three pre-petition balances under the payment and adjustment information on the lower right-hand side of the bill. Penelec Exhibit 8; N.T. 76.
24. The first transferred balance under Account No. 100001626571 was in the amount of \$4,303.17. Penelec Exhibits 3, 4, 8; N.T. 41.
25. Account No. 100001626571 was established on September 7, 1994 and closed on July 1, 2015. N.T. 74.

26. The second transferred balance under Account No. 100116275641 was in the amount of \$12,855.39. Penelec Exhibits 3, 5, 8; N.T. 41.

27. Account No. 100116275641 was established on July 9, 2015 and closed on February 11, 2016. N.T. 74.

28. The third transferred balance under Account No. 1001801023 was in the amount of \$2,566.83. Penelec Exhibits 3, 6, 8; N.T. 41-42.

29. Account No. 1001801023 was established on February 12, 2016 and closed on March 3, 2016. N.T. 75.

30. The total amount transferred was \$19,757.49. Penelec Exhibit 8; N.T. 45, 76.

31. Alison Walker is a business analyst in Penelec's Pennsylvania Compliance Department. N.T. 56.

32. The present Account, No. 100120101975, was established on March 4, 2016. N.T. 60.

33. The present Account is the third post-petition account established as a result of the filing of three petitions in Bankruptcy Court. N.T. 61.

34. The Customer is billed under Rate Schedule GS-General Service Secondary Rate-Demand Metered. Exhibits 2, 8; N.T. 66.

35. The Service Location does not meet the tariffed definition of "residential service." Penelec Exhibit 2, N.T. 66-67.

36. The service location is not attached to a residential dwelling, rather a hotel. N.T. 68.
37. Wolfendale's contains a bar/restaurant on the first floor and hotel sleeping rooms on the second floor. N.T. 67.
38. The hotel sleeping rooms do not meet the tariff definition for residential service. Penelec Exhibit 2; N.T. 68.
39. Bureau of Consumer Services (BCS) Decision No. 2930457 denied the request for a Commission payment arrangement (PAR) finding the account was commercial service and residential end use does not apply since there is a hotel license for the rooms. Penelec Exhibit 9; N.T. 70.
40. BCS Decision No. 2930457 did not issue a decision on the commercial account and effective dates of the pre-petition balances. Penelec Exhibit 10; N.T. 72.
41. BCS Decision No. 3587975 found Penelec, on August 4, 2017, properly transferred the set aside balances from Bankruptcy Docket 15-70491-JAD. Penelec Exhibit 11; N.T. 73.
42. The Complainant was advised of the transferred balances by the Contact Center on April 28, 2018, September 27, 2017 and September 19, 2017. Penelec Exhibit 1; N.T. 75-76.
43. The bill, dated August 26, 2017, listed the three pre-petition balances transferred to the active Account. Penelec Exhibit 8; N.T. 76.
44. The Account has been subject to termination as a result of non-payment. Penelec Exhibits 1, 12, 13, 18; N.T. 78.

45. The Company posted a 3-day notice, dated October 9, 2018, for non-payment of \$41,270.13 on or after October 15, 2018. Penelec Exhibit 12; N.T. 78.

46. The Complainant is seeking a PAR with a pay-back period of 97 months. N.T. 79.

47. A 10-day notice, dated September 16, 2019, was mailed to the Service Location advising service was subject to termination for a past due amount of \$3,094.20. Penelec Exhibits 1 and 18.

48. A 3-day notice was posted on the front door of the Service Location on September 25, 2019 at 2:33 p.m. Penelec Exhibit 18; N.T. 80.

49. Service was cut at the pole on October 14, 2019. Penelec Exhibit 18; N.T. 49.

50. A post termination notice was posted on the front door of the Service Location on October 14, 2019. Penelec Exhibit 18, N.T. 80-81.

51. All payments were properly posted to the Account. Penelec Exhibit 5 and 6; N.T. 39.

DISCUSSION

As the proponent of a rule or order, Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code. 66 Pa.C.S. § 332(a). “Burden of proof” means a duty to establish one’s case by a preponderance of the evidence, which requires that the evidence be more convincing by even the smallest degree, than the evidence presented by the other side. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). To satisfy the burden of proof against a utility, a complainant must show that the utility is responsible or accountable for the problem described in the complaint, *Feinstein v.*

Philadelphia Suburban Water Company, 50 Pa. PUC 300 (1976), or that the utility has violated either its duty under the Public Utility Code or the orders or regulations of the Commission. 66 Pa.C.S. § 701.

To establish a sufficient case and satisfy the burden of proof, a complainant must show that Respondent public utility is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976). Such a showing must be 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. den., 602 A.2d 863 (1992). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Commonwealth, Pa. Pub. Util. Comm'n*, 67 Pa. Cmwlth. 597, 447 A.2d 1100 (1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 154 Pa. Cmwlth. 21, 623 A.2d 6 (1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk 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*, 194 Pa. Super. 278, 166 A.2d 96 (1960); *Murphy v. Commonwealth, Dept. of Public Welfare, White Haven Center*, 85 Pa. Cmwlth. 23, 480 A.2d 382 (1984).

Under these principles, Complainant, as the party seeking relief, has the burden of proof. In the instant case, Complainant has the burden of proving, by a preponderance of the evidence, that (1) Penelec is threatening termination without providing the "tenant termination notice," N.T. 24; (2) the Customer Wolfendale's is entitled to a Commission directed PAR for the undisputed delinquent Account balance, N.T. 30; and (3) the Company failed to provide an explanation for the "\$16,000 that was added to the September 2017 bill". N.T. 29.

See, *Feinstein, supra*.

Disposition

Generally, a public utility is entitled to receive payment for the service it provides. *Scaccia v. West Penn Power Co.*, 55 Pa. PUC 637 (1982). *Kea v. Peoples Natural Gas Co.*, 60 Pa. PUC 215 (1985); *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982). Penelec has the right to bill and receive payment for the utility service actually supplied. 66 Pa.C.S. § 1303. *Neal v. Philadelphia Gas Works*, Docket No. Z-00971874, (Order entered January 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa. PUC 213 (1990). All customers are obligated to pay for utility service. Otherwise, unpaid bills are included in the utility's uncollectible expenses, which all of its remaining customers must pay. *Bolt v. Duquesne Light Co.*, Docket No. Z- 8712758 (Order entered April 8, 1988).

By definition, a payment arrangement is “[a]n agreement in which a customer or applicant who admits liability for billed service is permitted to amortize or pay the unpaid balance of the account in one or more payments.” 52 Pa.Code § 56.2.

The Service Location is a commercial property where the Complainant operates a bar/restaurant known as Wolfendale's. N.T. 17. Complainant resides at a different address. Service is provided to the Customer under the Company's rate schedule Rate GS-Medium, General Service Secondary Rate-Demand Metered. Penelec Exhibit 2; N.T. 66. Meter #5000121563 records the usage for the entire Service Location which includes a bar/restaurant on the first floor as well as ten (10) sleeping rooms, two (2) bathrooms and two (2) kitchens located on the two floors above the bar business. Penelec Exhibits 8, 9; N.T. 76.

Complainant's argument that he, as an individual, is the customer entitled to residential consumer protections including a payment arrangement (PAR) pursuant to Section 1405 of the Public Utility Code is without merit. 66 Pa. C.S. § 1405. It is undisputed that Mr. Arthurs does not reside at the service property in question. Regarding Mr. Arthurs' claim that there are individual residents residing at the property, I find Complainant's testimony that the second floor is not a part of the hotel business to be incredible. The leases Complainant offered to prove that the second floor is one residential, 4-bedroom apartment being rented to three non-

student tenants are not signed/executed; further, no tenant testified to complain that he had not received notice of a termination of service. Complainant's Exhibit 4. Generally, the credibility of a witness is a question of fact to be determined by the presiding officer. In *Danovitz v. Pornoy*, 161 A.2d 146 (Pa. 1960), the Supreme Court of Pennsylvania recognized the purview of a presiding judge as follows:

In determining the weight to be attached to the testimony of a witness it is proper to consider his appearance, general bearing, conduct on the stand, demeanor, manner of testifying, such as candor or frankness, or the clearness of his statement, and even the intonation of his voice. So the positiveness of the witness, as well as his uncertainty as to the facts as to which the testimony is given may be considered.

Id. at 149.

Complainant's testimony alone is insufficient evidence to persuade me to find that the Indiana University of Pennsylvania Housing Department employees, Mary Beth and Lenny Akbay, purchased the service property in September 2018, from Complainant, then leased it back to Complainant for him to sublease a 4-bedroom apartment to non-students. N.T. 21-23. There is insufficient evidence for me to find Complainant was now leasing the building from the Akbays to also operate a bar/restaurant, hotel. N.T. 23. The leases in Complainant Exhibit 4 state under Vacate Notice Waivers, that the tenants waive legal rights as provided by the Landlord and Tenant Act of 1951 giving Alice Semsick the ability to take possession of the leasehold premises with no notice. When asked who Alice Semsick was, Complainant replied that she was his wife's aunt, who lived at 564 Philadelphia Street. N.T. 36-38.

These unsigned leases shown in Complainant Exhibit 4 are not executed leases for Apts. 2A, 2B or 2C, at 560 Philadelphia Street, and I am giving them no weight. Complainant's uncorroborated testimony is insufficient to support his factual averments. A personal opinion, no matter how strongly held, does not constitute evidence. *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987). Even a *pro se* complainant must provide relevant and necessary information. *Groch v. Unemployment Comp. Bd. of Review*, 472 A.2d 286 (Pa. Cmwlth. 1984); *Vann v. Unemployment Comp. Bd. of Review*, 494 A.2d 1081 (Pa. 1985).

Based on the record evidence, the Complainant has not made a *prima facie* case that (1) the Customer is entitled to a Commission PAR; (2) there are incorrect charges on the account; and (3) residential termination notices must be given to the occupants on the second floor above the bar/restaurant. Even if I were to find a *prima facie* case has been presented, Penelec has introduced substantial evidence through its witnesses and admitted exhibits to refute Complainant’s testimony. The Company has established three post-petition accounts as a result of Bankruptcy Petitions filed/amended since 2015. Penelec Exhibits 1, 3, 5, and 6; N.T. 60. The present Post-Petition Account was established effective March 4, 2016. Penelec Exhibits 1, 3; N.T. 60. The Post-Petition Account balance as of October 15, 2019 is \$48,362.22. N.T. 69.

1. Termination Notice Requirement

Complainant testified that the Company issued “commercial termination notices” for the Service Location but never included “the tenant termination notice.” N.T. 24. He never defined or explained the term “tenant termination notice” or provided any support for his position. He did submit three unsigned leases for three room rentals on the second floor of the Service Location. Complainant Exhibit 4; N.T. 20-22.

The record evidence reflects that this allegation is an untimely appeal of the 2012 Informal Complaint wherein the Commission’s Bureau of Consumer Services (BCS) found the Customer’s service did not fall under the guidelines of residential end use since the Customer has a hotel license for the ten sleeping rooms. BCS specifically found that Section 1521 *et seq.* of the Code,¹ Section 56.2 of Commission regulations,² and Penelec’s Commission-approved tariff exclude utility service provided to a hotel from the definition of “Residential Building.” Penelec Exhibit 2, 9; N.T. 69-71. The record evidence supports a finding that the Customer rents the sleeping rooms pursuant to a hotel license issued by the Pennsylvania Liquor Control Board. N.T. 31. That fact is not altered by the presentation of unsigned leases that contained provisions that the Complainant could not explain. N.T. 36-38. Furthermore, Complainant testified that he

¹ 66 Pa.C.S. § 1521 *et seq.*

² 52 Pa. Code § 56.2

had “signed copies of the lease” but provided no explanation why those documents were not submitted. N.T. 22. Therefore, termination notices within the meaning of 66 Pa.C.S. § 1523 were not required because the hotel was not a residential dwelling.

2. PAR Request

The Complainant requests a Commission PAR for the delinquent account of Wolfendale’s. N.T. 30. He proposed a pay-back period of 97 months. N.T. 79. It is undisputed that the Customer is a commercial customer under the terms of Penelec’s retail electric tariff. Penelec Exhibit 2; N.T. 66. As a creature of legislation, the Commission possesses only the authority the State Legislature has specifically granted to it in the Code. Section 1405 of the Code specifically authorizes the Commission to direct a PAR for an existing residential customer. 66 Pa. C.S.A. § 1405. The Code defines a “customer” for purposes of a Commission PAR as: “[a] natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested.” 66 Pa. C.S.A. § 1403. The Customer is not a “natural person”. The Customer does not have a residential service account.

The Commission has also consistently held that a commercial customer taking public utility service does not fall within the protections offered by Commission regulations at 52 Pa. Code § 56.1 *et seq.* (pertaining to residential service). *See, Lebanon Valley Enterprises, Inc. v. Metropolitan Edison Co.*, Docket No. C-00015522 (Order entered October 15, 2002); *Kayla's Place Inc. v. Duquesne Light Co.*, Docket No. C-00981711 (Order entered May 24, 1999); *Kenny v. Duquesne Light Co.*, Docket No. C-00967789 (Order entered November 27, 1996); see also, 52 Pa. Code § 56.1.

The Commission lacks the statutory authority under the Code to direct a PAR for Wolfendale’s commercial account. Therefore, I find in favor of the Respondent on this issue.

3. Incorrect Charges

Complainant testified that in September 2017, Penelec transferred \$16,000.00 to the Customer's monthly bill "without explanation." N.T. 29. Penelec witness Walker testified that the Bankruptcy Court, by Order dated May 5, 2018, dismissed the Bankruptcy Petition with prejudice. Penelec Exhibit 7; N.T. 75. As a result, Penelec transferred the dollars set aside in the three closed accounts. Penelec Exhibits 3, 4, 5, 6, 8; N.T. 74-76. The record evidence reflects that the Complainant was specifically advised by the Call Center on three separate occasions that as a result of the Bankruptcy Court's dismissal, the three pre-petition account balances dollars were transferred to the active Account. Penelec Exhibit 1; N.T. 76. The monthly bill, dated August 26, 2017, reflected the three pre-petition balances under the payment and adjustment information on the lower right-hand side of the bill. Penelec Exhibit 8; N.T. 76. The first transferred balance under Account No. 100001626571 was in the amount of \$4,303.17. Penelec Exhibits 3, 4, 8; N.T. 41. The second transferred balance under Account No. 100116275641 was in the amount of \$12,855.39. Penelec Exhibits 3, 5, 8; N.T. 41. The third transferred balance under Account No. 1001801023 was in the amount of \$2,566.83. Penelec Exhibits 3, 6, 8; N.T. 41-42. The total amount transferred was \$19,757.49. Penelec Exhibit 8; N.T. 45, 76. The record evidence supports the finding that the transferred charges were explained.

A public utility is entitled to full payment (at the currently approved tariff rate) for service provided to customers. *Scaccia v West Penn Power Co.*, 55 Pa.PUC 637 (1982); *Kea v Peoples Natural Gas Co.*, 60 Pa. PUC 215 (1985); *Mill v Pa. Pub. Util. Comm'n*, 623 A.2d 1100 (Pa. Cmwlth. 1982). The record evidence supports a finding that the account was properly billed and Penelec explained in written and oral communication the amount and reason for the transferred balances. The Customer is legally responsible for the delinquent balance.

CONCLUSION

Complainant has failed to sustain his burden of proving that it was unreasonable for the electric distribution company (EDC) to terminate electric service on October 17, 2019 to a commercial customer without providing termination notices to alleged residential tenants prior

to the termination of service. Complainant has failed to prove there were incorrect charges on the account in question or that the tenants were not actually hotel guests of a commercial operation. Complainant's request for a payment arrangement on behalf of a commercial account holder shall be denied.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. As the party seeking affirmative relief from the Commission, Complainant bears the burden of proof. 66 Pa.C.S. § 332(a).
3. To satisfy his burden of proof, Complainant must demonstrate that Respondent violated the Public Utility Code or a regulation or Order of the Commission. 66 Pa.C.S. § 701. This must be shown by a preponderance of the evidence. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990).
4. Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing, by even the smallest amount, than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600, 602, *alloc. denied*, 602 A.2d 863 (1992).
5. Complainant has failed to establish that the utility violated the Public Utility Code or a regulation or Order of the Commission in requiring payment from Complainant for the services that it rendered. 66 Pa.C.S. § 701.
6. A public utility is entitled to full payment for service provided to customers and all customers are obligated to pay for utility service provided to them. *Kea v. Peoples Natural Gas Co.*, 60 Pa. PUC 215 (1985); *Scaccia v. West Penn Power Co.*, 55 Pa. PUC 637 (1982).

7. Assertions, personal opinions or perceptions do not constitute evidence. *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

8. Penelec did not erroneously terminate electric service to the service property on or about October 14, 2019.

9. Penelec's Commission-approved tariff has the force and effect of law and is binding on both the public utility and its customers. 66 Pa. C.S. § 1301; *DiSanto v. Dauphin Consolidated Water Supply Company*, 436 A.2d 197 (Pa. Super. 1981); *Brockway Glass Co. v. Pa. PUC*, 437 A.2d 1967, 1070 (Pa. Cmwlth. 1981).

10. Under Pennsylvania law, tariff provisions that have been properly submitted to and approved by the Commission are *prima facie* reasonable. *Zucker v. Pa. PUC*, 401 A.2d 1377 (Pa. Cmwlth. Ct. 1979), *Shenango Twp. Bd. of Supervisors v. Pa. PUC*, 686 A.2d 910, 914 (Pa. Cmwlth. Ct. 1996), *Kossmann v. Pa. PUC*, 694 A.2d 1147, 1151 (Pa. Cmwlth. Ct. 1997). Therefore, a complainant seeking to evade the effect of an existing tariff provision carries a very heavy burden to prove that the facts and circumstances have changed so drastically as to render the application of the tariff provision unreasonable. *Id.*; *Brockway Glass v. Pa. PUC*, 437 A.2d 1967, 1070 (Pa. Cmwlth. 1981).

11. The notice provisions of Section 1521 *et seq.* of the Code are not applicable to a landlord ratepayer who operates pursuant to a hotel license. 66 Pa.C.S. § 1521 *et seq.*

12. The Complainant has failed to carry his burden of proof which establishes that Penelec violated the Public Utility Code or a regulation or order of the Commission. 66 Pa.C.S. §§ 701, 332.

13. The Commission lacks jurisdiction to direct a payment arrangement for a commercial customer where there is no residential end-use. 66 Pa. C.S. § 1405(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Kenneth James Arthurs against Pennsylvania Electric Company at Docket No. C-2018-3005331 is dismissed.
2. That the case at Docket No. C-2018-3005331 be marked closed.

Date: January 8, 2020

/s/
Elizabeth H. Barnes
Administrative Law Judge