

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Amanda Woodruff	:	
	:	
v.	:	C-2019-3011808
	:	
Pennsylvania Electric Company	:	

INITIAL DECISION

Before
Steven K. Haas
Administrative Law Judge

INTRODUCTION

This decision dismisses a formal complaint filed by the Complainant seeking a new, manageable payment arrangement because the Complainant failed to meet her burden of proof that she is eligible for another Commission payment arrangement or an extension of her prior one. The evidence showed that Complainant defaulted on a prior Commission-ordered payment arrangement and has not experienced a change in income or significant change in circumstance since the prior arrangement. In addition, this decision directs that the Complainant be barred from filing further complaints related to the payment of her current outstanding balance due to her very poor payment history, large outstanding balance of over \$17,600 and her repeated abuse of the administrative process by filing multiple complaints with the Commission.

HISTORY OF THE PROCEEDING

On July 25, 2019, the Complainant, Amanda Woodruff, filed a formal complaint against Pennsylvania Electric Company (Penelec) with the Pennsylvania Public Utility Commission (Commission) at Docket Number C-2019-3011808. In her complaint, Ms.

Woodruff checked the box indicating that the utility was threatening to shut off her service. Ms. Woodruff acknowledged that her bill is out of hand and requested that the Commission establish a manageable payment arrangement.

On August 19, 2019, Penelec filed an answer and new matter to the complaint. In its answer, Penelec admitted that it had sent a termination notice to the Complainant. It averred that she had defaulted on a previous Commission-ordered payment arrangement and, therefore, she was not entitled to another Commission-ordered payment arrangement. Penelec also averred that Ms. Woodruff has a horrendous payment history. It further averred that she has acted in bad faith in filing numerous meritless complaints in an attempt to use the protections of Chapter 56 of the Commission's regulations to avoid service termination.

In its new matter, Penelec again averred that Ms. Woodruff has abused the complaint process to avoid service termination. It reiterated Complainant's horrendous payment history with the company. Penelec requests, by way of relief, that the complaint filed by Ms. Woodruff be denied and that she be barred from filing any further complaints until the balance on her account has been paid in full.

By Call-In Telephonic Hearing Notice dated August 21, 2019, a telephonic hearing was scheduled for October 9, 2019 at 10:00 a.m. and I was assigned as the Presiding Officer. On August 26, 2019, a prehearing order was issued setting forth various procedural rules governing the hearing.

The hearing convened on October 9, 2019, as scheduled. Ms. Woodruff appeared and represented herself. Margaret Morris, Esquire, appeared on behalf of Penelec and presented the testimony of Gina Dietrich. Ms. Dietrich sponsored eleven Penelec exhibits, all of which were admitted into the evidentiary record. During the hearing, I directed Ms. Woodruff to provide as a late-filed exhibit copies of documentation proving her current total monthly household income. She indicated that she had the documentation and would provide it within ten days of the date of the hearing. Ms. Woodruff never provided the documentation as directed.

By Order Closing Record dated November 7, 2019, I informed the parties that I had not received the requested documentation from the Complainant and, accordingly, was closing the record and would prepare a decision based on the evidentiary record as it then existed. The record consists of a 57-page transcript and the eleven Penelec exhibits.

Ms. Woodruff's complaint is ready for disposition. For the reasons discussed below, the complaint will be dismissed with prejudice and Ms. Woodruff will be barred from filing any further complaints with the Commission related to the payment of the current outstanding balance on her account until the balance has been paid in full.

FINDINGS OF FACT

1. The Complainant in this case is Amanda Woodruff.
2. The Respondent in this case is Pennsylvania Electric Company.
3. Respondent's Exhibit 1 is a customer contact history on Ms. Woodruff's account. Tr. 22.
4. Respondent's Exhibit 2 is an account statement on Ms. Woodruff's account showing consumption, billing and payment information on the account. Tr. 24.
5. Respondent's Exhibit 3 is a payment history summary for Ms. Woodruff's account. Tr. 26.
6. Respondent's Exhibit 4 is a medical emergency certification summary for Ms. Woodruff's account. Tr. 28.
7. Respondent's Exhibit 5 is a summary of payment arrangements made on Ms. Woodruff's account. Tr. 30.

8. Respondent's Exhibit 6 are the opening and closing reports for Ms. Woodruff's informal complaint against Penelec at the Bureau of Consumer Services (BCS) No. 3520792. Tr. 32.

9. Respondent's Exhibit 7 are the opening and closing reports for Ms. Woodruff's informal complaint against Penelec at BCS No. 3551094. Tr. 33.

10. Respondent's Exhibit 8 are settlement documents associated with Ms. Woodruff's formal appeal of the BCS decision at BCS No. 3551094. Tr. 35.

11. Respondent's Exhibit 9 are the opening and closing reports for Ms. Woodruff's informal complaint against Penelec at BCS No. 3708870. Tr. 36.

12. Respondent's Exhibit 10 is a summary of the complaint history on Ms. Woodruff's account. Tr. 38.

13. Respondent's Exhibit 11 is a summary of termination actions taken on Ms. Woodruff's account. Tr. 39.

14. The service address at issue in this proceeding is 209 Grazier Street, Johnstown, PA 15905. Tr. 7.

15. The Penelec account for service provided to the service address is in the name of the Complainant, Amanda Woodruff. Tr. 22; Penelec Exs. 1-2.

16. The account balance at the time of the hearing was \$17,609.65. Tr. 25; Penelec Ex. 2.

17. Ms. Woodruff's account was established on March 20, 2013. Tr. 23.

18. Since the account was established in 2013, Ms. Woodruff has made a total of 26 payments toward the charges on her account. Tr. 25-26; Penelec Ex. 3.

19. Of the 26 payments made by Ms. Woodruff, 22 were good payments and 4 were made by checks that were returned as unpaid due to insufficient funds in her account. Tr. 25-26; Penelec Ex. 3.

20. Ms. Woodruff made the following payments to Penelec since her account was established in 2013: 2013 – 1 good payment; 2014 – 7 good payments; 2015 – 5 good payments and 1 returned check; 2016 – 0 good payments and 1 returned check; 2017 – 2 good payments; 2018 – 6 good payments and 2 returned checks; 2019 – 1 good payment through the date of the hearing. Tr. 26-27; Penelec Ex. 3.

21. The last good payment made on the account was received on April 9, 2019, in the amount of \$500.00. Tr. 28; Penelec Ex. 3.

22. The bad checks sent to Penelec by the Complainant were made to either prevent service termination or have service restored. Tr. 26-27.

23. Ms. Woodruff has submitted three medical emergency certifications to Penelec on the account at issue in this proceeding. Tr. 28; Penelec Ex. 4.

24. The dates of the three medical emergency certifications were June 12, 2013, July 19, 2013 and October 20, 2015. Tr. 28-29; Penelec Ex. 4.

25. Each of the three medical emergency certifications was submitted by the Complainant after Penelec sent to her a service termination notice. Tr. 29.

26. Penelec will not accept another medical emergency certification from the Complainant until the current balance on the account has been satisfied. Tr. 29.

27. The Complainant was enrolled in Penelec's low income assistance program, called Pennsylvania Customer Assistance Program (PCAP), on July 19, 2013. Tr. 30.

28. Under PCAP, the Complainant received a credit on each of her monthly bills and was eligible for the forgiveness of a portion of the outstanding balance on her account. Tr. 30-31.

29. The complainant was removed from PCAP on July 17, 2015, due to her failure to re-verify her household income. Tr. 31.

30. Penelec established two company payment arrangements with the Complainant following her removal from PCAP for the payment of outstanding charges on her account. Tr. 31; Penelec Ex. 5.

31. The first company payment arrangement was established on August 19, 2015 and required Ms. Woodruff to pay her current charges plus an additional \$22.00 each month. Tr. 31; Penelec Ex. 5.

32. Ms. Woodruff did not comply with the terms of the August 19, 2015 payment arrangement. Tr. 31.

33. The second company payment arrangement was established on March 31, 2016 and required Ms. Woodruff to pay her current charges plus an additional \$257.00 each month. Tr. 31.

34. Ms. Woodruff did not comply with the terms of the March 31, 2016 payment arrangement. Tr. 31.

35. The Commission established a payment arrangement for the Complainant as part of its decision on an informal complaint filed by Ms. Woodruff on May 1, 2017 at BCS No. 3520792. Tr. 32; Penelec Ex. 6.

36. The Complainant's total monthly household income at the time of the BCS informal complaint proceeding at BCS No. 3520792 was identified by the Complainant as \$8,913.67. Tr. 32; Penelec Ex. 6.

37. The total monthly household income amount of \$8,913.67 reported to the BCS at the time of the informal complaint at BCS No. 3520792 was not correct. Tr. 45-46.

38. In its decision on the Complainant's informal complaint at BCS No. 3520792, issued May 17, 2017, the Commission established a payment arrangement whereby Complainant was ordered to pay her budget bill plus an additional \$1,839.00 each month toward her outstanding balance of \$11,057.42. Tr. 32; Penelec Ex. 6.

39. Ms. Woodruff did not appeal the BCS decision on her informal complaint at BCS No. 3520792. Tr. 33.

40. Ms. Woodruff defaulted on the terms of the BCS payment arrangement issued at BCS No. 3520792. Tr. 33.

41. Ms. Woodruff filed a second informal complaint against Penelec on August 7, 2017 at BCS No. 3551094. Tr. 34; Penelec Ex. 7.

42. The total monthly household income reported by Ms. Woodruff at the time of this informal complaint at BCS No. 3551094 was \$2,857.00. Tr. 34; Penelec Ex. 7.

43. In its decision on Ms. Woodruff's informal complaint at BCS No. 3551094, the Commission refused to give her a new payment arrangement based on decreased income, concluding that her claimed lower total monthly household income was invalid. Tr. p. 34; Penelec Ex. 7.

44. The Commission further refused to give Ms. Woodruff a new payment arrangement in its decision on her informal complaint at BCS No. 3551094, since she already

defaulted on the prior Commission-ordered payment arrangement issued at BCS No. 3520792. Penelec Ex. 7.

45. Ms. Woodruff appealed the Commission's decision at BCS No. 3551094 by filing a formal complaint at Docket No. C-2017-2625327. Tr. 34-35.

46. Ms. Woodruff and Penelec settled the formal complaint at Docket No. C-2017-2625327 with an agreement whereby Ms. Woodruff would make an initial up-front payment of \$3,760.00, then pay current bills plus an additional \$277.77 until the total remaining outstanding balance of \$9,999.91 was paid in full. Tr. 35; Penelec Ex. 8.

47. Ms. Woodruff defaulted on the settlement by failing to make the initial up-front payment required under the agreement. Tr. 35.

48. Mr. Woodruff filed a third informal complaint with the Commission on June 10, 2019, at BCS No. 3708870. Tr. 36; Penelec Ex. 9.

49. By its decision dated June 27, 2019, the Commission dismissed the informal complaint at BCS No. 3708870, concluding that the Complainant's total monthly household income had not decreased, and she already defaulted on a prior Commission-ordered payment arrangement. Tr. 37; Penelec Ex. 9.

50. The Complainant filed the instant formal complaint following the dismissal of her informal complaint at BCS No. 3708870. Tr. 37.

51. The Complainant has filed three informal complaints and two formal complaints against Penelec. Tr. 37; Penelec Ex. 10.

52. The Complainant has not complied with any of the payment arrangements established by either the company or the Commission.

53. Penelec has issued to the Complainant over 30 termination notices for non-payment since the account was established in 2013. Tr. 40; Penelec Ex. 11.

54. Ms. Woodruff's current total monthly household income is approximately \$5,600.00. Tr. 45.

55. Ms. Woodruff's current total monthly household income is higher than her total monthly household income at the time of her first informal complaint at BCS No. 3520792, when the Commission ordered a payment arrangement. Tr. 45-46.

DISCUSSION

As the Complainant in this proceeding, Ms. Woodruff bears the burden of proving that the utility is responsible or accountable for the actions or inactions alleged in her complaint. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976). In order to meet this burden of proof, the Complainant must show, by a preponderance of the evidence, that the Respondent is responsible for any violations alleged in the complaint. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlt. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992). The "preponderance of the evidence" standard is met when one party presents evidence that 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).

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa.Cmwlt. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa.Cmwlt. 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*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlt. 1984).

Finally, in order to ultimately prevail, the Complainant must prove that the action or inaction of the Respondent alleged in the complaint constitutes a violation of the Public Utility Code, the Commission's regulations, or an order of the Commission. 66 Pa.C.S. § 701. As explained below, the Complainant has failed to do so in this case.

A. New or Extended Payment Arrangement

The Complainant requests in this proceeding that the Commission establish a new, manageable payment arrangement for her. The total outstanding balance on the Complainant's account at the time of the hearing was \$17,609.65. Tr. 25; Penelec Ex. 2. The BCS established a payment arrangement for the Complainant in May of 2017 in its decision on her informal complaint at BCS No. 3520792. Tr. 32; Penelec Ex. 6. Ms. Woodruff defaulted on the Commission-ordered payment arrangement. Tr. 33. The total monthly household income in the Complainant's household has increased since the BCS decision at BCS No. 3520792. Tr. 45-46.

The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1418 (Chapter 14), applies to this proceeding.

The Commission has the authority to investigate payment disputes and establish payment arrangements pursuant to 66 Pa.C.S. § 1405(a), which states:

(a) General Rule.-The commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants and customers. The commission is authorized to establish payment arrangements between a public utility, customers and applicants within the limits established by this chapter.

66 Pa.C.S. § 1405(a).

Chapter 14 provides that, absent a change in income, the Commission is

precluded from establishing a second payment arrangement for a customer where the customer defaulted on a prior Commission-ordered payment arrangement. Specifically, section 1405(d) states as follows:

(d) Number of payment arrangements. – Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

66 Pa.C.S. § 1405(d).

As noted above, the Complainant requests that the Commission establish a new payment arrangement. Tr. 11. Complainant does not dispute her responsibility for the outstanding account balance but is seeking a more affordable payment arrangement. Tr. 11. She testified that her current total monthly household income is greater now than it was at the time the BCS established the prior Commission-ordered payment arrangement at BCS No. 3520792. Tr. 45-46.

Company witness Gina Dietrich testified that the Complainant filed an informal complaint with the Commission's BCS in 2017, at BCS No. 3520792. Tr. 32; Penelec Ex. 6. In its decision on Ms. Woodruff's 2017 informal complaint, the BCS ordered a payment arrangement for the payment of the outstanding charges on her account. Tr. 31; Penelec Ex. 6. Ms. Woodruff's current total monthly household income is more than it was at the time of the BCS decision. Tr. 47. Ms. Woodruff defaulted on the Commission-ordered payment arrangement. Penelec Ex. 33.

Since the Complainant has failed to make the payments ordered by the BCS in its decision at BCS No. 3520792, she has defaulted on a Commission-ordered payment arrangement. According to 66 Pa.C.S. § 1405(d), the Complainant may receive another payment

arrangement only if she has experienced a change in income. The statute at 66 Pa.C.S. § 1403 defines a “Change in Income” as follows:

A decrease in household income of 20% or more if the customer’s household income level exceeds 200% of the federal poverty level or a decrease in household income of 10% or more if the customer’s household income level is 200% or less of the federal poverty level.

Ms. Woodruff acknowledged in her testimony that her current total monthly household income is greater now than it was when the Commission ordered a payment arrangement in her 2017 informal complaint proceeding at BCS No. 3520792. Tr. 45-46. Accordingly, there has not been a change in Ms. Woodruff’s household income as defined in section 1403 that would authorize the Commission to order a second payment arrangement.

The Commission is also authorized to extend a previously ordered payment arrangement where there has been a significant change in circumstances in the Complainant’s household. Specifically, section 1405(e) provides:

(e) Extension of payment arrangements. – If the customer defaults on a payment arrangement established under subsections (a) and (b) as a result of a significant change in circumstances, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

66 Pa.C.S. §1405(e). A “significant change in circumstances” is defined at 66 Pa.C.S. §1403 as:

Any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer’s household income.

- (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer's residence.
- (4) Increase in the customer's number of dependents in the household.

Ms. Woodruff did not offer any testimony or otherwise present any evidence in this proceeding that demonstrates or proves that she has experienced any of the change in circumstances that would warrant an extension of her previously ordered Commission payment arrangement. In fact, as noted above, her income has actually increased since her 2017 BCS payment arrangement at BCS No. 3520792. Tr. 45-46. There simply is no record evidence that any of the four criteria set forth under the definition of "significant change in circumstances" is applicable to Ms. Woodruff.

Ms. Woodruff has failed to prove by a preponderance of the evidence that she is eligible for either a second Commission-ordered payment arrangement or an extension of her previous BCS payment arrangement. Since the Commission lacks the authority to order either of these actions, the complaint must be dismissed.

B. Future Complaints

Penelec argues that Complainant is abusing the Commission's process and complaint procedures to avoid termination. The Commission has found an abuse of administrative due process in numerous other cases. In *Grossman v. Bell Telephone Company of Pennsylvania*, 67 Pa. PUC 714, 717 (1988) (*Grossman*), the Commission stated that abuse of administrative process is an exploitation of due process. The *Grossman* case involved a *pro se* litigant who abused the regulatory practice by frequently requesting continuances of hearings without showing good cause, and then not appearing for his scheduled hearings and not honoring a settlement with the utility. *Id.* Abuse of administrative process cases often involve Complainants filing consecutive pleadings, complaints and motions for continuance of hearings in order to avoid payment and termination of services. In *Jurena v. Bell Atlantic-Pennsylvania*,

Inc., Docket No. C-00003736 (Final Order entered December 22, 2000), the Complainant sought to enjoin Bell Atlantic-Pennsylvania, Inc. (Bell) from violating her right to privacy and from double-billing her account. Bell filed an answer to the complaint and a motion to dismiss because the matter had previously been litigated in Bell's favor. The Administrative Law Judge (ALJ) granted Bell's motion to dismiss and recommended the Commission reject future complaints filed by Complainant relating to the matters addressed in the previous proceeding to prevent the Complainant from repeatedly filing the same complaint to avoid payment and termination of services.

In *Manu v. The Bell Telephone Company of Pennsylvania*, Docket No. F-09029141 (Final Order entered May 9, 1994), the Complainants filed several formal and informal complaints regarding utility service. The ALJ in that case determined that a scheme of an apparently ongoing nature was operating from Complainants' address for the purpose of obtaining utility services without payment. A pattern existed wherein a complaint was filed, hearing notices were mailed by certified mail and returned marked as unclaimed, and requests for continuances were made. The Commission found an abuse of process had occurred and it precluded Complainants from filing further complaints, formal or informal, until their arrearages were paid in full.

As identified above, there is ample Commission precedent to support the preclusion of a party from filing further informal or formal complaints when the party has been an abuser of the system. See, *Seidenstricker v. Metropolitan Edison Co.*, Docket No. F-2008-2019388 (Final Order entered July 28, 2009) (*Seidenstricker*). In *Seidenstricker*, the Commission precluded the filing of further complaints pertaining to the same account until the arrearage was paid in full after finding that Complainant had abused the system by using the Commission's procedures to prevent termination of service while receiving utility service and accruing a large outstanding balance. See also, *Thomas v. The Peoples Natural Gas Co.*, Docket No. C-2009-2102194 (Opinion and Order entered June 17, 2010); *Argento's Pizza v. Philadelphia Gas Works*, Docket No. C-2009-2138055 (Final Order entered October 1, 2010). The factors to be considered as put forth in the *Argento's Pizza* case include the following: 1) the number and nature of complaints; 2) the number of defaulted payments; 3) the use of tactics to

avoid payments and service terminations that became due; and 4) the history of payments. Similarly, in *Mazza v. PECO Energy Co.*, Docket No. C-2012-2318472 (Opinion and Order entered April 23, 2014), the Commission ultimately found an abuse of process and precluded the filing of future complaints until the arrearage on the account was satisfied.

Here, the Complainant filed a total of five complaints with the Commission since her account was established in March of 2013. Tr. 36. She filed three informal complaints at BCS Nos. 3520792, 3551094 and 3708870. Penelec Exs. 6-7, 9. Ms. Woodruff defaulted on the Commission-ordered payment arrangement established in the proceeding at BCS No. 3520792. Tr. 33. She filed two formal complaints at Docket Nos. C-2017-2625327 and C-2019-3011808. Penelec Ex. 8. In addition to the informal and formal complaints, Ms. Woodruff submitted three separate medical emergency certifications to Penelec following the receipt of termination notices from the company. Tr. 29; Penelec Ex. 4. Penelec will not accept any further medical emergency certifications from the Complainant. Tr. 29. Further, Penelec established two separate payment arrangements with the Complainant for the payment of outstanding charges on her account. Tr. 29; Penelec Ex. 5. The Complainant defaulted on both of the company-issued payment arrangements. Finally, the company has sent to the Complainant over 30 termination notices since her account was established in 2013. Tr. 40; Penelec Ex. 11. The few payments received from the Complainants since 2013 were generally made in response to the receipt of termination notices. Penelec Ex. 11.

I conclude, based on the undisputed record evidence, that the Complainant is abusing the Commission's administrative due process and procedures to avoid payment and to delay the termination of her service due to non-payment. Complainant has shown a pattern of filing numerous complaints with the Commission in order to avoid service termination, defaulting on Commission-ordered and company-issued payment arrangements, and has a very poor payment history. The few payments she makes are in response to the receipt of termination notices. The Company has been unable to obtain payment for its electric service due to applicable laws requiring it to provide a stay of termination while a dispute/complaint is pending before the Commission. 52 Pa. Code § 5.63(b). As a result, Complainant's already substantial account balance of \$17,609.65 has, and will, continue to grow.

Customers have an obligation to pay for utility service. Otherwise, a customer's unpaid bills are included in the utility's uncollectible expense and ultimately paid by the remaining customers. *Cf., Bolt v. Duquesne Light Co.*, 66 Pa. PUC 463 (1988), *O'Toole v. The Bell Telephone Co. of Pennsylvania*, Docket No. C-923964 (Final Order entered August 20, 1992). Payment arrangements are designed to assist low-income customers in making payments; however, there is no right to more than one Commission-ordered payment arrangement unless a change in circumstances warrants a reduction. *See*, 66 Pa. C.S. § 1405(d). Payment arrangements are contractual arrangements between the customer and company and should be honored by the customer, not used to avoid payment altogether. The record in this case highlights a disturbing trend in Complainant's use of the Commission's informal and formal complaint procedures to avoid paying her electric bills while evading the company's termination procedures.

In order to prevent the unnecessary expenditure of any additional Commission resources, the Complainant will be prohibited from filing any further informal or formal complaints with the Commission until such time as the current outstanding balance on her Penelec account is paid in full.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to, and the subject matter of, this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S.A. § 332(a), the burden of proof in this proceeding is upon the Complainant.
3. In order to meet the burden of proof, a Complainant must show, by a preponderance of the evidence, that the Respondent is responsible for any violations alleged in the complaint. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlt. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992).

4. The “preponderance of the evidence” standard is met when one party presents evidence that 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).

5. In order to ultimately prevail, a Complainant must prove that the action or inaction of the Respondent alleged in the complaint constitutes a violation of the Public Utility Code, the Commission’s regulations, or an order of the Commission. 66 Pa.C.S. § 701.

6. The Commission has the authority to investigate payment disputes and establish payment arrangements between utilities and customers. 66 Pa.C.S. § 1405(a).

7. Absent a change in income, the Commission is precluded from establishing a second payment arrangement for a customer where the customer defaulted on a prior Commission-ordered payment arrangement. 66 Pa.C.S. § 1405(d).

8. A change in income is defined as a decrease in household income of 20% or more if the customer’s household income level exceeds 200% of the federal poverty level or a decrease in household income of 10% or more if the customer’s household income level is 200% or less of the federal poverty level. 66 Pa. C.S. § 1403.

9. If the customer defaults on a Commission-issued payment arrangement as a result of a significant change in circumstance, the Commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. 66 Pa.C.S. § 1405(e).

10. A “significant change in circumstance” is defined as any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level: (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income; (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household; (3) Loss of

the customer's residence; or (4) Increase in the customer's number of dependents in the household. 66 Pa.C.S. § 1403.

11. The Commission may preclude a party from filing further informal or formal complaints when the party has abused the Commission's complaint procedures in order to avoid the termination of his or her service. *Seidenstricker v. Metropolitan Edison Co.*, Docket No. F-2008-2019388 (Final Order entered July 28, 2009); *Thomas v. The Peoples Natural Gas Co.* Docket No. C-2009-2102194 (Opinion and Order entered June 17, 2010); *Argento's Pizza v. Philadelphia Gas Works*, Docket No. C-2009-2138055 (Final Order entered October 1, 2010).

12. The Complainant failed to carry her burden of proving that she is eligible for a second Commission-ordered payment arrangement or an extension of her prior one.

13. Complainant has abused the administrative due process by filing multiple similar complaints, incurring a substantial outstanding balance, and evidencing a poor payment history, in an attempt to avoid termination and payment for services.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Amanda Woodruff against Pennsylvania Electric Company at Docket No. C-2019-3011808 is dismissed, with prejudice.

2. That Amanda Woodruff be, and hereby is, precluded from filing further Complaints with the Pennsylvania Public Utility Commission, whether of an informal or formal nature, regarding the arrearages on Account Number 100103075402 for electric service provided

by Pennsylvania Electric Company, until such time as the entire outstanding account balance is paid in full, and that, further, the filing of any complaint pertaining to the arrearages which are the subject of this proceeding shall be dismissed without further proceedings.

3. That Commission staff (including but not limited to the Bureau of Consumer Services and the Secretary's Bureau) shall reject any formal or informal complaints that Amanda Woodruff, or any person acting on her behalf, may attempt to file with the Commission, pertaining to Penelec Account No. 100103075402, until the entire outstanding account balance is paid in full.

4. That the filing of any other pleading in this case, concerning the same subject matter be, and hereby is, deemed not to stay implementation of this Order.

5. That Pennsylvania Electric Company shall file a notice with the Commission, with a copy to all Parties to this proceeding, at Docket Number C-2019-3011808, within seven (7) days of the date that Ms. Woodruff's outstanding account balance is paid in full.

6. That the failure of Amanda Woodruff to pay all arrearages on her account identified in this proceeding shall be, and hereby is, deemed to be grounds for termination of service in accordance with Chapters 56 and 64 of the Commission's rules of administrative practice and procedure.

7. That a copy of this decision shall be served to the Bureau of Consumer Services and the Secretary's Bureau.

8. That the case at Docket No. C-2019-3011808 shall be marked closed.

Date: March 25, 2020

_____/s/
Steven K. Haas
Administrative Law Judge