

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Stacey and Michael Hildebrand	:	
	:	
v.	:	C-2022-3030665
	:	
Metropolitan Edison Company	:	

**INITIAL DECISION**

Before  
Administrative Law Judge  
Elizabeth H. Barnes

**INTRODUCTION**

This Decision dismisses a formal Complaint that Stacey and Michael Hildebrand (Complainants) filed with the Pennsylvania Public Utility Commission (Commission) requesting a Commission-ordered payment arrangement with Metropolitan Edison Company (Met-Ed or Respondent). The Complainants have not met their burden of proving they are entitled to a further Commission-ordered payment arrangement [or an extension of their prior one].

**HISTORY OF THE PROCEEDING**

On January 19, 2022, Complainants filed a formal complaint seeking a payment arrangement in the amount of approximately \$200 monthly in order to pay arrearages on their electric service account and avoid termination. On February 1, 2022, the formal complaint was served upon Respondent. On February 22, 2022, Met-Ed filed an Answer denying the material allegations of the Complaint. Specifically, Respondent averred that the Complainants are not entitled to a payment agreement pursuant to 66 Pa.C.S. § 1405(d) because they breached prior payment agreements. A hearing was held before me on April 26, 2022. Complainant Michael Hildebrand appeared *pro se*, testified on behalf of the Complainants and offered no exhibits.

Complainant Stacey Hildebrand did not appear. Respondent was represented by Margaret Morris, Esquire. Witness Charles Howlett testified for Respondent and nine exhibits for Respondent were admitted into the record. The transcript was filed and the record closed on May 9, 2022.

### FINDINGS OF FACT

1. Complainants are Stacey and Michael Hildebrand, individuals residing at 3069 Milky Way, Dover, Pennsylvania (service property). N.T. 8.

2. Complainants have resided at the service property (a duplex) since September 1, 2006. N.T. 8, 17; Met-Ed Exhibit No. 1.

3. Respondent is Metropolitan Edison Company. N.T. 13.

4. Charles Howlett is a senior compliance specialist at FirstEnergy Company. N.T. 13.

5. Complainants received several shut-off termination notices for non-payment since 2006, and the most recent one was in November 2021 from Respondent. N.T. 10.

6. Complainants were Customer Assistance Program (CAP) customers from January 14, 2015, through January 13, 2017; however, they were removed from the program for failure to reverify their household income as required and are not currently CAP customers. N.T. 21-22; Met-Ed Exhibit No. 2.

7. Complainants seek a payment arrangement in the range of \$200-\$300 per month from Respondent to pay a total non-CAP arrearage balance of \$10,396.49. N.T. 10-12, 18, 29-30; Met-Ed Exhibit No. 2.

8. Complainants had three prior company payment agreements beginning on September 27, 2017, October 15, 2018, and May 12, 2021, respectively, which were defaulted upon. Met-Ed Exhibit Nos. 2, 3, 5 and 6; N.T. 21-23.

9. Complainants were granted a Commission-ordered payment arrangement on September 12, 2018, which was later defaulted upon. Met-Ed Exhibit No. 2, 3, 5, 6 and 9; N.T. 23-27.

10. All prior payment arrangements were based upon information provided by Complainants regarding household income. Met-Ed Exhibit 2 and 9; N.T. 21-26.

11. Only one Low Income Home Energy Assistance Program (LIHEAP) grant was posted to the account on February 4, 2020. N.T. 28, Met-Ed Exhibit No. 6.

12. Complainants have a poor payment history consisting of only five payments and one LIHEAP payment totaling \$1,736.10 since March 2020. N.T. 29, Met-Ed Exhibit No. 3.

13. Complainants have presented three medical certificates to prevent terminations of service in the past. N.T. 29, Met-Ed Exhibit No. 4.

14. Complainant Stacey Hildebrand is unemployed. N.T. 11.

15. Complainant Michael Hildebrand works seasonally forty hours a week for Nemo Pools, Inc. at an hourly rate of \$16 per hour, plus commission. N.T. 10.

16. The household size consists of two persons. N.T. 10.

## DISCUSSION

The Complainants in this proceeding have the burden of proof to show that the Respondent is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976). The Complainants must establish their case by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992). To meet their burden of proof, the Complainants must present evidence more convincing, by even the smallest amount, than that presented by the Respondent. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). In this case, the Complainants requested a more affordable payment arrangement of \$200 per month in their Complaint and Mr. Hildebrand requested a payment arrangement of \$300 per month during the hearing.

By law, 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 Nat'l Gas Co.*, 60 Pa. PUC 215 (1985); *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982). The Respondent has the right to bill and receive payment for the utility service actually supplied. 66 Pa.C.S. §1303. *Neal v. Phila. Gas Works*, Docket No. Z-00871874, (Final 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. A payment arrangement, which prevents service termination as long as the Complainant complies with it, is a privilege, not a right. *Mandell v. Duquesne Light Co.*, Docket No. C-20030234, (Opinion and Order entered March 17, 2004.)

The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§1401-1418, applies to this proceeding. The Commission has the authority to establish a payment arrangement pursuant to 66 Pa.C.S. § 1405(a), within the strict guidelines set forth in 66 Pa.C.S. § 1405(b). However, CAP rates must be timely paid and shall not be the subject of payment arrangements negotiated or approved by the Commission. 66 Pa.C.S. § 1405(c). Specifically, Section 1405(c), (d), (e), and (f) address limitations on payment arrangements as follows:

**(c) Customer assistance programs.** – Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission.

**(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.

**(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 circumstance, 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.

**(f) Failure to comply with payment arrangement.** – Failure of a customer to comply with the terms of a payment arrangement shall be grounds for a public utility to terminate the customer’s service. Pending the outcome of a complaint filed with the commission, a customer shall be obligated to pay that portion of the bill which is not in dispute and subsequent bills which are not in dispute.

66 Pa.C.S. § 1405(c)-(f).

Complainants in the instant case already had three company payment agreements with Respondent and one Commission-issued payment arrangement, which they have breached. Complainants historically demonstrate an unwillingness to make timely payments on their company payment agreements. Met-Ed Exhibits Nos. 1-6. Complainants’ payment history has been poor. Met-Ed Exhibit No. 3.

Complainant Michael Hildebrand testified that his gross monthly income beginning in May will be at least \$2,560 based upon his job at Nemo Pools, Inc. This is the sole income for the household of two persons. At \$2,560, this income is above 150% of the National Federal Poverty guidelines (\$2,289) and without considering his potential for earning additional

sales commissions, places the customers at level 2 (175% FPL), which is the same level the customers were since they received other payment arrangements. 66 Pa.C.S. § 1405. They have shown no significant change in income or circumstances since their last payment arrangement to warrant another Commission-issued payment arrangement. Met-Ed Exhibit No. 5, 6 and 7; 66 Pa.C.S. § 1405(e).

Additionally, Complainants were CAP customers, but were removed from the program for failure to verify household income. The current outstanding arrearage does not include any CAP arrearage.

The evidence in this case shows Complainants have a history of refusing to make timely payments on prior company payment agreements and a Commission-ordered payment arrangement. Complainants are still level 2 customers and they are not entitled to a Commission-ordered payment arrangement regarding any non-CAP arrears in accordance with 66 Pa.C.S. § 1405(b)(1) because they breached a prior Commission-ordered payment arrangement. Further, they have shown no significant change in income or circumstances since the time of their Commission-ordered payment arrangement.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. §701.
2. Complainants have the burden of proof pursuant to 66 Pa.C.S. §332(a).
3. The Commission is authorized to establish a payment arrangement between a public utility and a customer. 66 Pa.C.S. §1405(a).
4. The Responsible Utility Customer Protection Act, 66 Pa.C.S. §1401-1418, applies to this proceeding.

5. Complainants have not met their burden of proving they are entitled to a further Commission-ordered payment arrangement on their balance. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint filed by Stacey and Michael Hildebrand against Metropolitan Edison Company at Docket Number C-2022-3030665, is dismissed.
2. That the docket at Docket Number C-2022-3030665 be marked closed.

Date: June 15, 2022

/s/  
Elizabeth H. Barnes  
Administrative Law Judge