

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Hope Curry	:	
	:	
v.	:	C-2022-3032454
	:	
Pennsylvania Electric Company	:	

**INITIAL DECISION**

Before  
Emily I. DeVoe  
Administrative Law Judge

**INTRODUCTION**

This decision dismisses the Formal Complaint and bars the Complainant from filing further informal or formal complaints regarding her electric utility account balance until she pays that balance in full. The Complainant failed to appear for the hearing and failed to prove that the Commission should grant her a further payment arrangement for her unpaid balance in excess of \$31,000. The Complainant’s conduct of filing numerous Complaints, breaking payment arrangements, and other behavior constitutes an abuse of the administrative process calculated to avoid or delay the termination of her utility service.

**HISTORY OF THE PROCEEDINGS**

On September 30, 2022, Hope Curry (Complainant or Ms. Curry) filed a Formal Complaint (Complaint) against Pennsylvania Electric Company (Penelec, Company, or Respondent). Ms. Curry checked the boxes on the complaint form noting that the utility is threatening to terminate her service and that she would like a payment arrangement (PAR). She wrote that she “had COPD and more health trouble in the house.” Ms. Curry also checked the

box noting that a court has granted her a Protection from Abuse (PFA) Order for her personal safety or welfare.

On June 2, 2022, Penelec filed an Answer and New Matter. Penelec admitted that it mailed a 10-day termination notice. It noted Complainant's account was established effective May 26, 2012, and the account was initially enrolled in the Company's Pennsylvania low-income customer assistance program (PCAP) effective May 2, 2014. Respondent avers Complainant was removed from PCAP effective May 5, 2015, for failure to recertify the household income as required. The Company notes the account was re-enrolled in PCAP effective May 3, 2016, but was removed effective May 3, 2017, for failure to recertify the household income as required. Penelec avers Complainant does not pay her monthly bills in full or by the due date, and late payment charges were lawfully billed. Penelec maintains Complainant presented three medical certificates (med certs) to prevent lawful termination of service or to restore service.<sup>1</sup> Penelec alleges that, since the account was established, Complainant defaulted on three Company PARs<sup>2</sup> and three Commission PARs<sup>3</sup>. Penelec notes that Complainant has made only one payment in the last 24 months, in the amount of \$250.00, and no assistance payments have posted to the account. The Company maintains the account has been properly billed and all bills are correct as rendered. Penelec alleges the account balance as of May 3, 2022, was \$31,074.82.

Penelec denies that Ms. Curry is entitled to a subsequent Commission PAR. In its New Matter, Penelec contends that the Commission should decline to order any further payment arrangements to Ms. Curry and that the Complainant has abused the complaint process by filing a total of eleven complaints requesting a Commission PAR to prevent lawful termination. Penelec requests the Commission bar Ms. Curry from filing any further complaints until she pays her balance in full.

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<sup>1</sup> Penelec avers Complainant's med certs were presented on the following dates: August 17, 2015 (prevent), April 16, 2018 (restore), and June 15, 2018 (prevent).

<sup>2</sup> The defaulted Company PARs were entered into on August 20, 2022, October 29, 2021, and June 2, 2021.

<sup>3</sup> BCS Decision No. 3102285 was closed June 22, 2013; BCS Decision No. 3555758 was closed on August 22, 2017, and BCS Decision No. 3798919 was closed on September 1, 2021.

The Answer and New Matter included a notice to plead which notified Ms. Curry that she should file a response to the New Matter within 20 days. Ms. Curry did not file a response to the New Matter.

By hearing notice dated July 7, 2022, the Complaint was assigned to Administrative Law Judge Mary D. Long (ALJ Long) and set for hearing on September 8, 2022. ALJ Long issued a Prehearing Order on July 7, 2022, setting forth the procedures for the conduct of hearings, including the consequences of failing to appear as well as instructions for requesting a continuance. On July 12, 2022, ALJ Long issued an Interim Order directing Ms. Curry to provide a copy of any Protection From Abuse (PFA) currently in effect, on or before July 29, 2022. Ms. Curry failed to provide a copy of any PFA to the Commission at any time.

On August 25, 2022, the Commission's Secretary's Bureau issued a Secretarial Letter correcting the Docket Number of this proceeding.<sup>4</sup>

This proceeding was subsequently reassigned to me.

The hearing convened on September 8, 2022, as scheduled. Ms. Curry appeared for the hearing and represented herself. Ms. Margaret Morris, Esq. appeared on behalf of the Company. Prior to taking any evidence, Ms. Morris advised me she spoke to Ms. Curry prior to going on the record. Ms. Morris had asked Ms. Curry if Ms. Curry received Penelec's proposed exhibits. Ms. Curry reported to Ms. Morris she had not received them. Ms. Morris reported she re-sent the proposed exhibits to Ms. Curry's email, but Ms. Curry was claiming she still had not received them.

Ms. Morris requested the hearing be continued so the Company could have a chance to overnight the proposed exhibits to Ms. Curry, and Ms. Curry would have an opportunity to review them. Ms. Curry did not object to the continuance. Ms. Curry confirmed her email address and mailing address with Ms. Morris, and Ms. Morris advised she would email

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<sup>4</sup> This matter was originally erroneously docketed as C-2022-3032343. The Secretarial Letter explained that the correct docket number is C-2022-3032454.

the proposed exhibits to Ms. Curry's email address and send a hard copy to her residence with a signed delivery receipt requested. I confirmed both parties were available on September 19, 2022, at 10:00 a.m., and gave oral notice I was rescheduling the hearing at that date and time.

On September 8, 2022, the Commission issued a Hearing Notice, scheduling a further hearing for September 19, 2022.

The hearing convened on September 19, 2022 at 10:00 a.m., as scheduled. Ms. Morris appeared on behalf of Penelec. A witness for Penelec also appeared, Mr. Charles Howlett, a Senior Compliance Specialist. Ms. Curry did not appear.

Ms. Morris reported her legal assistant had received email communication from Ms. Curry on September 15, 2022, regarding Ms. Curry's appearance at the September 19, 2022, hearing. Ms. Morris explained that Ms. Curry reported her mother-in-law had passed away and the viewing was the same day as the September 19, 2022 hearing. Ms. Curry explained she needed to continue the hearing and her next free day was September 26, 2022. Ms. Morris reported that her legal assistant responded to Ms. Curry by email less than twenty minutes later instructing her to direct her request to me at my email address.

Ms. Morris reported that later that afternoon, Ms. Curry contacted her and advised that she had placed a call to the Office of Administrative Law Judge and was awaiting a call back. Ms. Morris added that Ms. Curry sent her "snippets of the obituary" via email. Ms. Morris told me there was no date on the obituary for the viewing. Ms. Morris reported she contacted Ms. Curry and advised that the Company needed something more than her word that the viewing was the same day as the funeral, and until Ms. Curry provided some proof, the Company would oppose the continuance.

I noted that I had not received any email communication from Ms. Curry requesting a continuance of the September 19, 2022, hearing, and that neither of my legal assistants had contacted me about any voicemail message from Ms. Curry. I then took a brief recess to confirm with my legal assistant to determine whether Ms. Curry had called into either

the OALJ office in Pittsburgh or Harrisburg. My legal assistant confirmed there was no record of Ms. Curry leaving a voicemail message at either the Pittsburgh office or Harrisburg office.

Ms. Morris reported that Ms. Curry confirmed by email that she received Penelec's proposed exhibits, and requested leave to present the testimony of Mr. Howlett to authenticate documents related to Ms. Curry's account history in support of Penelec's request raised in its New Matter to preclude Ms. Curry from filing further complaints until her substantial past due balance is paid in full. Leave was granted and Mr. Howlett was permitted to testify.

Penelec Exhibits 1-20 were admitted into the record. Mr. Howlett authenticated these documents and summarized Ms. Curry's payment arrangement history, medical certificate history, payment history, returned check history, and current outstanding balance.

The Commission received the transcript of the September 19, 2022, hearing on October 7, 2022, and the exhibits were filed by the court reporter on October 10, 2022. I issued an order on October 11, 2022 closing the record.

#### FINDINGS OF FACT

1. The Complainant is Hope Curry.
2. The Respondent, Pennsylvania Electric Company, is a jurisdictional public utility.
3. Ms. Curry did not provide a copy of any PFA at any time.
4. Penelec provides residential water heating service to the service location, but Penelec's records indicate Ms. Curry uses some supplemental heat. (Tr. 30)

5. Ms. Curry established her account with Penelec effective May 26, 2012. (Tr. 30)
6. Ms. Curry's account is currently enrolled in budget billing. (Tr. 32)
7. Budget billing is a program for residential customers that is designed to make their monthly payments consistent throughout the year, leaving out seasonal highs and lows. (Tr. 32)
8. Budget billing is mandatory for customers who have a PUC or company payment arrangement (PAR) or if they are enrolled in the Pennsylvania Customer Assistance Program (PCAP). (Tr. 32)
9. PCAP is the Company's Low-Income Program. (Tr. 37)
10. As of the date of the hearing, Ms. Curry's Penelec account balance was \$32,206.75. (Tr. 34; Penelec Ex. 2)
11. Ms. Curry has presented three medical certificates to either prevent termination or to restore service. (Tr. 35)
12. Ms. Curry did not make any payments on her account while any med cert was on her account. (Tr. 36)
13. On August 20, 2012, the Company entered into a PAR (First Company PAR) with Ms. Curry for her \$15,268.44 balance. (Tr. 37; Ex. 5)
14. Ms. Curry reported no income for the First Company PAR. (Tr. 37)
15. The First Company PAR defaulted due to non-payment. (Tr. 37)

16. On June 22, 2013, the Commission awarded Ms. Curry a level-one PAR at BCS Case Number 3012285 on her balance of over \$17,000. (First PUC PAR). (Tr. 37; Penelec Exs. 5, 6, 17)
17. Ms. Curry reported \$753.00 in income for the First PUC PAR. (Tr. 37, 42)
18. The First PUC PAR defaulted due to non-payment. (Tr. 37)
19. On March 7, 2014, Ms. Curry made an Informal Complaint with BCS, docketed at BCS Decision Number 3201943, requesting a PAR on her \$18,855.88 balance. (Tr. 42; Penelec Exs. 7, 17)
20. BCS dismissed the March 2014 Informal Complaint on the basis that Ms. Curry had already received a PUC PAR and was ineligible for another one. (Tr. 43; Penelec Ex. 7, 17)
21. On May 2, 2014, Ms. Curry enrolled in the Company's PCAP, with a deferred balance of \$19,315.22 and reported income of \$743.00. (Tr. 37, Penelec Ex. 5)
22. Ms. Curry was removed from PCAP on May 5, 2015, due to failure to recertify the household income. (Tr. 38)
23. On August 17, 2015, when the account balance was \$15,301.93, Ms. Curry presented a med cert to restore service to the service location. (Tr. 36; Penelec Ex. 3)
24. On December 9, 2015, the Company entered into a PAR (Second Company PAR) with Ms. Curry for her \$15,454.00 balance. (Tr. 37; Ex. 5)
25. Ms. Curry reported no income for the Second Company PAR. (Tr. 38)

26. The Second Company PAR defaulted due to non-payment. (Tr. 38)
27. On April 19, 2016, Ms. Curry made an Informal Complaint with BCS, docketed at BCS Decision Number 3429583, requesting a payment arrangement on her \$15,722.18 balance. (Tr. 43; Penelec Exs. 8, 17)
28. BCS dismissed the April 2016 Informal Complaint on the basis that Ms. Curry had already received a PUC PAR and was ineligible for another one. (Tr. 44; Penelec Exs. 8, 17)
29. Ms. Curry submitted a medical certificate and Penelec subsequently restored service. (Penelec Ex. 17)
30. On May 3, 2016, Ms. Curry re-enrolled in the Company's PCAP, with a deferred balance of \$14,598.41 and no reported income. (Tr. 38, Penelec Ex. 5)
31. Ms. Curry was removed from PCAP on May 3, 2017, due to failure to recertify the household income. (Tr. 38)
32. On September 26, 2017, the Commission awarded Ms. Curry a level-one PAR at BCS Case Number 3555758 on her account balance which was over \$10,000. (Second PUC PAR). (Tr. 39, 44; Penelec Exs. 5, 9)
33. Ms. Curry reported income of \$753.00 for the Second PUC PAR. (Tr. 39, 45; Penelec Ex. 9)
34. The Second PUC PAR defaulted due to non-payment. (Tr. 39)
35. On April 16, 2018, when the account balance was \$13,269.26, Ms. Curry presented a med cert to restore service to the service location. (Tr. 36; Penelec Ex. 3)

36. On June 15, 2018, when the account balance was \$10,927.52, Ms. Curry presented a med cert to maintain service. (Tr. 36; Penelec Ex. 3)

37. On August 6, 2018, Ms. Curry filed an Informal Complaint with BCS, docketed at BCS Decision Number 3639817, alleging a billing dispute and requesting a PAR. (Tr. 46; Penelec Ex. 10, 17)

38. BCS dismissed the August 2018 complaint finding that the Company had complied with medical certificate regulations and Ms. Curry was ineligible for a new PUC PAR. (Tr. 46; Penelec Exs. 10, 17)

39. On April 5, 2019, Ms. Curry filed an Informal Complaint with BCS, docketed at BCS Decision Number 3688612, disputing the account balance and requesting a PAR. (Tr. 46-47; Penelec Ex. 11)

40. BCS dismissed the April 2019 complaint finding that the bills were based on actual meter reads and were correct as rendered and Ms. Curry was ineligible for a new medical certificate or payment arrangement. (Tr. 47; Penelec Ex. 11)

41. On May 28, 2019, Ms. Curry filed a Formal Complaint, docketed at F-2019-3010249, appealing BCS Decision Number 3688612. (Penelec Ex. 13)

42. On August 21, 2019, a hearing was held before Special Agent Alphonso Arnold III. (Penelec Ex. 13)

43. A settlement was reached between the parties during the August 21, 2019, hearing wherein Ms. Curry agreed to pay \$7,113.85 to Penelec by October 1, 2019, and submit an application to enroll in PCAP. (Penelec Ex. 13)

44. On August 23, 2019, a certificate of satisfaction was filed in Docket No. F-20119-3010249. (Tr. 49, Penelec Ex. 13)

45. On September 12, 2019, Ms. Curry filed an Informal Complaint with BCS, docketed at BCS Decision Number 3733643, alleging she had a change in income and needed a PAR. (Tr. 48; Penelec Ex. 12)

46. BCS dismissed the September 2019 complaint finding she failed to support her claim of a change in income and had already received a Commission PAR. (Tr. 48; Penelec Ex. 12)

47. On June 12, 2020, the Company entered into a PAR (Third Company PAR) with Ms. Curry for her \$22,666.02 balance. (Tr. 39; Ex. 5)

48. Ms. Curry reported monthly income in the amount of \$1,435.00 for the Third Company PAR. (Tr. 39)

49. The Third Company PAR defaulted due to non-payment. (Tr. 40)

50. On March 17, 2021, the Company entered into a PAR (Fourth Company PAR) with Ms. Curry for her \$26,762.98 balance. (Tr. 40; Ex. 5)

51. Ms. Curry reported \$1,459 in monthly income for the Fourth Company PAR. (Tr. 40)

52. The Fourth Company PAR defaulted due to non-payment. (Tr. 40)

53. On June 2, 2021, the Company, consistent with the Commission's Public Utility Service Termination Moratorium Order<sup>5</sup>, entered into a PAR (Fifth Company PAR) with Ms. Curry for her \$26,286.67 balance. (Tr. 40; Ex. 5)

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<sup>5</sup> See Emergency Order Revised and Ratified on March 18, 2021, effective April 1, 2021, Docket No. M-2020-3019244.

54. Ms. Curry reported monthly income in the amount of \$1,459.00 for the Fifth Company PAR. (Tr. 40)

55. The Fifth Company PAR defaulted due to non-payment. (Tr. 40)

56. On August 16, 2021, Ms. Curry filed an Informal Complaint with BCS, docketed at BCS Decision Number 3798919, requesting a PAR. (Tr. 40; Penelec Ex. 14)

57. In BCS Decision Number 3798919, BCS determined Ms. Curry qualified for a third PUC PAR (Third PUC PAR) in accordance with the Commission's July 15, 2021, Public Utility Service Termination Moratorium Order<sup>6</sup> and awarded Ms. Curry a level-one PAR for her account balance of over \$27,000 and using a reported monthly income of \$1,467.00. (Tr. 40, 50; Penelec Exs. 5, 14)

58. The Third PUC PAR defaulted due to non-payment. (Tr. 41)

59. On April 1, 2022, Ms. Curry filed an Informal Complaint with BCS, docketed at BCS Decision Number 3826394, requesting a PAR on her balance and reporting a monthly income of \$1,469.00. (Tr. 50-51; Penelec Ex. 15)

60. BCS dismissed the April 2022 complaint finding she was ineligible for a new PUC PAR. (Tr. 51; Penelec Ex. 15)

61. On August 12, 2022, Ms. Curry filed an Informal Complaint with BCS, docketed at BCS Decision Number 3857099, requesting a PAR. (Tr. 51; Penelec Ex. 16)

62. BCS dismissed the August 2022 Informal Complaint due to the fact the instant formal complaint was pending. (Tr. 52; Penelec Ex. 16)

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<sup>6</sup> See Emergency Order Revised and Ratified on March 18, 2021, effective April 1, 2021, Docket No. M-2020-3019244.

63. Since May 2013, Complainant has filed ten informal complaints and two formal complaints, including the instant Formal Complaint. (Tr. 52)

64. On August 24, 2022, Ms. Curry remitted a payment of \$333.53 to Penelec, which was tendered to restore service after lawful termination. (Penelec Ex. 2)

65. The \$333.53 payment was returned for account Not Found. (Penelec Ex. 2)

66. On August 30, 2022, Ms. Curry remitted a payment of \$301.53, and Penelec restored service. (Tr. 54; Penelec Ex. 2)

67. On September 1, 2022, Ms. Curry's payment of \$301.53 was returned for insufficient funds. (Tr. 53)

68. Penelec resumed collections and terminated service on September 12, 2022. (Tr. 53-54)

69. Ms. Curry subsequently paid \$301.23 and service was restored the same day. (Tr. 54)

70. On September 9, 2022, Ms. Curry emailed Ms. Morris acknowledging receipt of Penelec's proposed exhibits. (Penelec Ex. 20)

71. On September 15, 2022, Ms. Curry emailed Ms. Morris's legal assistant, addressed to "You're honor" and requesting a continuance because her "mother-in-law has passed away and that is the day that we're having her viewing and everything." (Penelec Ex. 19)

## DISCUSSION

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the complainant must show that the respondent public utility is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be 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). A preponderance of the evidence is established by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). 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.

Ms. Curry filed the instant Complaint seeking relief from the Commission in the form of a payment arrangement. Ms. Curry must prove that she is entitled to this relief from the Commission.<sup>7</sup> Ms. Curry not only failed to appear at the hearing scheduled for her benefit, but she has also failed to take action to participate in the resolution of her complaint. She failed to contact me or my office to request the continuance of the hearing as directed by both Ms. Morris and her legal assistant and failed to provide adequate documentation to Ms. Morris supporting her claim of a scheduling conflict due to a death in her family. Furthermore, the Hearing Notice and Prehearing Order issued in this case gave clear instructions regarding how to request a continuance. Ms. Curry did not follow these instructions.

Administrative agencies, such as the Commission, are required to provide due process to the parties appearing before them. *Schneider v. Pa. Pub. Util. Comm'n*, 479 A.2d 10 (Pa. Cmwlth. 1984). This due process requirement is satisfied when the parties are afforded notice and the opportunity to be heard. *Id.* Ms. Curry appeared at the initial day of hearing on September 8, 2022, but she claimed she did not receive the Company's proposed exhibits it was planning to offer in support of the New Matter. The hearing was rescheduled to ensure Ms.

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<sup>7</sup> 66 Pa.C.S. § 332.

Curry's due process rights were protected. Ms. Curry confirmed her availability for September 9, 2022, and she was given oral notice on the record of the date for the rescheduled hearing. A written hearing notice was issued on September 8, 2022, immediately after the hearing adjourned.

Further, Ms. Curry has engaged in a course of conduct calculated to delay the conclusion of these proceedings and ultimately avoid responsibility for her unpaid balance. As explained in more detail below, I find that Ms. Curry has not shown that she is entitled to a further Commission-ordered payment arrangement. I further conclude that Ms. Curry's actions are an abuse of the Commission's administrative process to avoid termination of her electricity service and payment for the electricity service that she has consumed. Ms. Curry's Complaint will be dismissed, and she will be barred from filing any formal or informal complaints regarding her unpaid balance until she pays that balance in full.

#### Entitlement to a Payment Arrangement

A public utility is entitled to receive payment for the service it provides.<sup>8</sup> A complainant, who claims an inability to pay her utility bills, does not have an absolute right to a Commission-ordered payment arrangement.<sup>9</sup> While the Commission has the authority to establish a payment arrangement, the Commission exercises this authority very carefully. It is entirely within the discretion of the Commission to determine on a case-by-case basis whether both parties, the customer and the utility company, will benefit from the issuance of a payment arrangement.<sup>10</sup> Specifically, the Commission will only approve a payment arrangement if the

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<sup>8</sup> *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982).

<sup>9</sup> *E.g., DeGannaro v. Pa. Elec. Co.*, Docket No. C-2012-2300818 (Final Order Nov. 8, 2012).

<sup>10</sup> *Id.*; *see also Creekmur v. PECO Energy Co.*, Docket No. C-2008-2079322 (Final Order entered Feb. 4, 2010).

customer has “demonstrated some evidence of good faith efforts to pay their utility bills or who have experienced a significant change of circumstance outside of their control.”<sup>11</sup>

The Commission has awarded Ms. Curry three PARs. In June 2013, the Commission granted Ms. Curry a payment arrangement for her account balance, which was over \$17,000.00. In September 2017, the Commission awarded Ms. Curry a second payment arrangement for her account balance which was then over \$10,000.00. In August 2021, the Commission awarded Ms. Curry a third payment arrangement on her account balance of over \$27,000.00. All three Commission-issued PARs defaulted due to non-payment.

Furthermore, Ms. Curry sought to prevent termination of or restoration of her utility services by filing three medical certificates, one filed in April 2018, one in June 2018, and one in August 2015. The Commission’s regulations provide that a customer retains a duty to make payment on all current undisputed bills or budget billing amount when a utility restores service or postpones termination under the medical emergency procedures.<sup>12</sup> Ms. Curry failed to make payments as required.

In fact, since September 1, 2020, when Ms. Curry’s account balance was \$23,750.30, Ms. Curry has made only four payments, two of which were returned, one for “account not found” and another for insufficient funds. Her account has now ballooned to \$32,206.75.

Penelec has entered into five additional payment arrangements with Ms. Curry. One in August 2012, one in December 2015, one in June 2020, one in March 2021, and one in June 2021. Complainant defaulted on all five Company PARs. Penelec enrolled Ms. Curry in its customer assistance program in June 2021. Penelec also enrolled Ms. Curry in PCAP in

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<sup>11</sup> *Stormer v. Pa. Am. Water Co.*, Docket No. C-2011-2249169 (Final Order Mar. 28, 2012). *See also Crawford v. Nat’l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 (Opinion and Order entered Dec. 6, 2007); *Maye v. Nat’l Fuel Gas Distrib. Corp.*, Docket No. F-02140445 (Opinion and Order entered Oct. 22, 2008); *Sayre v. UGI Utils., Inc.*, Docket No. F-02292619 (Opinion and Order entered Nov. 4, 2008); *Thomas v. Nat’l Fuel Gas Distrib. Corp.*, Docket No. F-02144645 (Opinion and Order entered Dec. 9, 2008).

<sup>12</sup> 52 Pa. Code § 56.116.

May 2014, but she was removed in May 2015 due to her failure to recertify her household income. She was re-enrolled in PCAP in May 2016, but was once again removed in May 2017 for failure to recertify her household income.

Ms. Curry did not appear at her hearing to offer any evidence of any changes to her income or any other challenges in her living circumstances which might explain why she only made two good payments since September 2020. Nor did she appear at the hearing and make an argument that the Commission should award her a further payment arrangement for any other reason. Therefore, I must conclude based on her actions regarding her electricity account since establishing service in May 2012, and Penelec's evidence, which was admitted into the record, she has not shown that she intends to make any payments on her past due balance on a regular basis or in good faith. Therefore, she has not shown that the Commission should authorize a further payment arrangement.

#### Abuse of the Administrative Process

Penelec asserts that Ms. Curry has abused the Commission's administrative process and requests that she be barred from filing further complaints until her entire account balance has been paid. In support of its position, Penelec points to Ms. Curry's extremely large balance (\$32,206.75), poor payment history (including after utilizing the protection offered by the filing a medical certificate) and practice of making payments which are later returned. Penelec argues that Ms. Curry's pattern of filing formal and informal complaints and medical certificates points to a pattern of using the Commission's process to avoid service termination. Ms. Curry did not appear at the hearing to dispute these claims, nor did she take the opportunity to object to the admission of the evidence which supports Penelec's claims.

An order barring a customer from filing further complaints until the customer pays an account balance in full may seem like a harsh result. However, the Commission must also consider the interests of the utility and the utility's other customers. Unpaid bills are

included in the utility's uncollectible expenses. A utility's customers pay this expense as part of the utility's rates.<sup>13</sup>

Abuse of the Commission's administrative process can occur in various forms. The Commission has barred complaints from individuals who frequently request hearing continuances and afterward fail to appear.<sup>14</sup> The Commission will also consider the number and nature of complaints filed by a customer, the number of defaulted payment arrangements, the complainant's payment history and the use of tactics to avoid payments and service terminations.<sup>15</sup>

Ms. Curry has a substantial unpaid balance: \$32,306.75. From September 1, 2020, until September 8, 2022, she has only made four payments to her account, two of which were returned. She has not complied with the Commission-issued payment arrangements, or any of the company payment arrangements or customer assistance program payment plans. Since 2013, Ms. Curry has filed ten informal complaints and two formal complaints seeking relief from the Commission in the form of payment arrangements. This pattern of behavior is similar to behavior the Commission considered inappropriate and determined that the customer was attempting to improperly avoid termination of utility service.<sup>16</sup>

Ms. Curry's conduct in the current proceeding further evidences an abuse of the Commission's administrative process. She appeared at the hearing on September 8, 2022, but claimed to have not received the Company's proposed exhibits. After setting the date to reschedule the hearing, Ms. Curry contacted Ms. Morris's legal assistant to request a

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<sup>13</sup> *E.g., Bolt v. Duquesne Light Co.*, Docket No. Z-08721758 (Order entered Apr. 8, 1988).

<sup>14</sup> *Grossman v. Bell Tel. Co. of Pa.*, 67 Pa.P.U.C. 714 (1988).

<sup>15</sup> *See Hogan v. W. Penn Power Co.*, Docket F-2019-3012920 (Final Order entered Mar. 10, 2020); *Potora v. UGI Penn Nat. Gas, Inc.* Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019); *DiFilippo v. PECO Energy Co.*, Docket No. C-20027116 (Final Order dated Oct. 3, 2002).

<sup>16</sup> *See Amanda Polk Herr v. West Penn Power Co.*, Docket No. C-2021-3028202 (Final Order entered Sept. 15, 2022); *Theresa Gunter v. PECO Energy Co.*, Docket No. C-00945633 (Final Order entered Feb. 17, 1995).

continuance.<sup>17</sup> Ms. Curry was advised to contact me, but there is no evidence she did.<sup>18</sup> She failed to provide documentation to Ms. Morris regarding the date and time of the viewing.<sup>19</sup>

The Commission has recently barred individuals with very high unpaid balances from filing additional complaints in similar circumstances to those presented here. In *Hogan v. West Penn Power Company*, the Commission barred the complainant from filing additional complaints because of her unpaid balance in excess of \$30,000 which included PCAP arrearages, an “abysmal” payment history, and failure to appear at three hearings.<sup>20</sup> Similarly, in *Potora v. UGI Penn Natural Gas, Inc.*, the Commission agreed with the administrative law judge, who found complainant appeared to have a history of abusing the Commission’s process.<sup>21</sup> Complainant Potora had filed ten complaints with the Commission, requested multiple continuances and failed to appear at many of the scheduled hearings. Consequently, the Commission precluded Complainant Potora from filing further complaints against UGI on her arrearages, whether informal or formal, until she paid her account in full.

In sum, Ms. Curry’s substantial balance, poor payment history and conduct in proceedings before the Commission constitutes a pattern of activity calculated to avoid or delay termination of her utility service. Penelec is entitled to be paid for the service it has provided to Ms. Curry. Penelec’s other customers should not be responsible for Ms. Curry’s failure to make any good faith effort to pay for her service. Therefore, I find that she has abused the Commission’s administrative process and should be barred from filing further formal or informal complaints until her balance is paid in full. The Complaint is dismissed.

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<sup>17</sup> Tr. 21-22.

<sup>18</sup> Tr. 22-24.

<sup>19</sup> Tr. 22.

<sup>20</sup> *Hogan v. West Penn Power Co.*, Docket F-2019-3012920 (Final Order entered Mar. 10, 2020).

<sup>21</sup> *Potora v. UGI Penn Natural Gas, Inc.*, Docket C-2018-3003485 (Opinion and Order entered Aug. 8, 2019).

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. Complainant as the proponent of a rule or order has the burden of proof. 66 Pa.C.S. § 332(a).
3. The Commission will not grant a payment arrangement where the complainant has a poor payment history and does show a good faith effort to pay for utility service. *Stormer v. Pa. Am. Water Co.*, Docket No. C-2011-2249169 (Final Order Mar. 28, 2012).
4. The Complainant failed to sustain her burden of proving that the Commission should award her a further Commission-issued payment arrangement. 66 Pa.C.S. § 332(a); *Stormer v. Pa. Am. Water Co.*, Docket No. C-2011-2249169 (Final Order Mar. 28, 2012).
5. The Commission may preclude a complaint from filing further complaints until all account arrearages are paid in full when the Commission determines that the complaint has abused the Commission's administrative process. *Hogan v. W. Penn Power Co.*, Docket F-2019-3012920 (Final Order entered Mar. 10, 2020); *Potora v. UGI Penn Nat. Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019); *DiFilippo v. PECO Energy Co.*, Docket No. C-20027116 (Final Order dated Oct. 3, 2002).
6. The Complainant's conduct constitutes an abuse of administrative process in order to avoid or delay the termination of her utility service. *Hogan v. W. Penn Power Co.*, Docket F-2019-3012920 (Final Order entered Mar. 10, 2020); *Potora v. UGI Penn Nat. Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019); *DiFilippo v. PECO Energy Co.*, Docket No. C-20027116 (Final Order dated Oct. 3, 2002).

7. It is appropriate to preclude the complainant from filing further complaints regarding her account balance until her account balance is paid in full. *Hogan v. W. Penn Power Co.*, Docket F-2019-3012920 (Final Order entered Mar. 10, 2020); *Potora v. UGI Penn Nat. Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019); *DiFilippo v. PECO Energy Co.*, Docket No. C-20027116 (Final Order dated Oct. 3, 2002).

### ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Hope Curry v. Pennsylvania Electric Company at Docket No. C-2022-3032454 is dismissed, with prejudice.

2. That commencing with the next billing period subsequent to the Commission's Final Order in this proceeding, Hope Curry shall pay to Pennsylvania Electric Company, by cash, certified check, or money order, her current account balance.

3. That if Hope Curry fails to comply with the terms of this Order, Pennsylvania Electric Company is hereby authorized to suspend or terminate service upon compliance with all applicable tariff and regulatory requirements, and take any other action permitted by law.

4. That Hope Curry is precluded from filing further formal or informal complaints with the Commission regarding the current balance on her account for electric service rendered by Pennsylvania Electric Company, until all arrearages are paid in full and that no complaint pertaining to such arrearages shall be accepted for filing by the Commission's Secretary's Bureau.

5. That the Commission's Bureau of Consumer Services and the Secretary for the Commission are requested to refuse to accept any further complaints, either informal or formal, by Hope Curry against Pennsylvania Electric Company, on the arrearages for electric service rendered by Pennsylvania Electric Company until all the arrearages are paid in full.

6. That a copy of this Opinion and Order shall be provided to the Commission's Bureau of Consumer Services and to the Commission's Secretary's Bureau.

7. That the Secretary's Bureau shall mark Docket No. C-2022-3032454 closed.

Date: January 4, 2023

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/s/  
Emily I. DeVoe  
Administrative Law Judge