

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Vale Rideout	:	
	:	
v.	:	C-2022-3036353
	:	
Metropolitan Edison Company	:	

**INITIAL DECISION**

Before  
Dennis J. Buckley  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision dismisses the Formal Complaint (Complaint) filed at Docket No. C-2022-3036353 by Vale Rideout (Complainant) against Metropolitan Edison Company (Met-Ed or Respondent) alleging that Met-Ed provided inadequate service when it failed to notify Complainant that his wife had not placed her name on the electric bill as she had verbally agreed with Complainant to do. Complainant failed to show by a preponderance of the evidence that Met-Ed is under any legal obligation to accommodate Complainant in this regard or that Met-Ed has violated any provision of the Public Utility Code (Code) or the regulations of the Commission. His Complaint will be dismissed.

**HISTORY OF THE PROCEEDING**

On October 25, 2022, Complainant filed a Formal Complaint alleging that Met-Ed had failed to provide adequate service in that Met-Ed failed to notify Complainant that his wife had not placed her name on the electric bill as she had verbally agreed with Complainant to do. Complainant demanded substantial changes to Met-Ed’s customer contact policies,

accounting, and billing practices to accommodate his situation as well as requiring Met-Ed to send letters to credit and collection agencies with respect to Complainant's account.

On November 14, 2022, Met-Ed filed an Answer to the Complaint denying that it had violated any provision of the Code or of the regulations of the Commission.

On December 14, 2022, a standard form prehearing Order was issued in this matter.

A telephonic, evidentiary hearing was initially scheduled in this case for February 15, 2023, but that hearing was subsequently rescheduled for March 7, 2023.

On March 7, 2023, a telephonic hearing convened pursuant to Notice. Complainant was present and offered testimony. Margaret A. Morris, Esquire, appeared on behalf of Met-Ed and presented the testimony of Allison Walker, a Customer Service Compliance Specialist employed by FirstEnergy Service Company. Four Met-Ed exhibits were admitted into the evidentiary record in this case: Met-Ed Exhibit 1, an extract from Complainant's account history; Met-Ed Exhibit 2, is a finalized account statement for Complainant's account; Met-Ed Exhibit 3, a two-page final bill dated June 29, 2022 addressed to Complainant; and, Met-Ed Exhibit 4, a two page report dated September 23, 2022, providing details with respect to Complainant's account.

The record in this case closed on March 30, 2023, with the filing of the hearing transcript and admitted exhibits by the court reporter.

Complainant failed to show by a preponderance of the evidence that Met-Ed is under any legal obligation to accommodate Complainant in providing notice of the activities of his wife relative to the account and failed to prove that Met-Ed has violated any provision of the Code or the regulations of the Commission. His Complaint will be dismissed.

## FINDINGS OF FACT

1. Vale Rideout, a residential customer, is the Complainant in this case.
2. Metropolitan Edison Company, a Commission certificated electric distribution company, is the Respondent.
3. The address where Met-Ed provided the electric service to Complainant is 504 North 13 Schanck, Avenue, Pen Argyl, Pennsylvania.
4. Complainant is involved in divorce proceedings, and his wife still occupies the premises. Tr. at 5.
5. Complainant moved out of the premises on June 4, 2022. Tr. at 5, 10.
6. When Complainant moved out of the premises, Complainant had a verbal agreement with his wife, Nicole Rideout, that she would assume responsibility for the electric bill and place the account in her name. Tr. at 7, 18, 21.
7. Complainant expected but did not receive confirmation that the transfer of responsibility had taken place. Tr. 10-11.
8. Complainant received a past due bill from Met-Ed subsequent to his verbal agreement with his wife. Tr. at 12.
9. It is Complainant's opinion that he should have received notice of the status of his account from Met-Ed. Tr. at 14.
10. Complainant attempted to put the account in his wife's name after he received the past due bill. Tr. at 19.

11. Complainant did not notify Met-Ed prior to vacating the property that he was vacating the property on June 4, 2022. Tr. at 21.

12. Allison Walker is a Customer Service Compliance Specialist employed by FirstEnergy Service Company. Tr. at 29.

13. Met-Ed Exhibit 1 is a seven-page extract from Complainant's account history from November 2, 2010, through October 25, 2022. Tr. at 31-32.

14. Met-Ed Exhibit 2 is a finalized account statement for Complainant's account from November 2, 2020 to August 30, 2022. Tr. at 33.

15. On June 24, 2022, Nicole Rideout contacted Met-Ed and had her name placed on the account. Tr. at 33; Met-Ed Exhibit 2.

16. If a customer no longer wishes another person to have access to his or her online account, then he or she can call the Company, remove the authorized contact, and make changes to the online information. Tr. at 34.

17. If a customer vacates a service location, he or she can call the Company, service will end, and a final bill will be issued. Tr. at 34.

18. If nobody applies for service, an occupancy notice will be generated advising the occupant to apply for service or service will be terminated. Tr. at 34.

19. A customer can also call after leaving the service location to see if another person has established service. Tr. at 34.

20. Complainant did not call the Company to request that service be taken out of his name. Tr. at 35.

21. A final bill was issued to Complainant when the account was taken out of his name after June 24, 2022. Tr. at 35.

22. Met-Ed Exhibit 3 is a copy of a two-page final bill dated June 29, 2022 addressed to Complainant. Tr. 36.

23. Complainant's final bill was not satisfied and was sent to an outside collection agency on August 23, 2023; however, the final bill was satisfied on August 30th, 2023, so it was removed from the collection agency. Tr. at 36; Exhibit 3.

24. Met-Ed Exhibit 4 is a two-page report dated September 23, 2022, which states that the final balance of \$160.98 was satisfied, and Complainant's credit report was updated to show that the debt was paid. Tr. at 37; Met-Ed Exhibit 4.

25. Complainant filed a dispute with Met-Ed concerning the referral of his overdue account to a collection agency, to which Met-Ed investigated and replied. Tr. at 37; Met-Ed Exhibit 4.

## DISCUSSION

As the proponent of a rule or order, the 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). To satisfy this burden, the Complainant must demonstrate that Respondent was responsible for the problems alleged in her Complaint through a violation of the Public Utility Code or a regulation or order of the Commission. This must be shown by a preponderance of the evidence. 66 Pa.C.S. §701; *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). In addition, the Commission's findings of fact must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413

A.2d 1037 (Pa. 1980). A “mere trace of evidence or a suspicion of the existence of a fact” is insufficient. *Lyft, Inc. v. Pa. Pub. Util. Comm’n*, 145 A.3d 1235, 1240 (Pa. Cmwlth. 2016).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant now has to provide some additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

This case is in essence a quality of service complaint based on Complainant’s opinion that Met-Ed’s notification and billing procedures should be changed to accommodate the transfer of responsibility from the established account holder (in this case, Complainant) to a new account holder (in this case, Complainant’s wife). Complainant wants extensive revisions to Met-Ed’s billing and accounting systems enabling Met-Ed to communicate to a present account holder what third parties may be doing with respect to his electric billing account.

Section 1501 of the Public Utility Code states:

**Character of service and facilities.** Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. §1501.

The statute at 66 Pa.C.S. §1501 governs any allegations of unreasonable or inadequate service. Pursuant to 66 Pa.C.S. §1501, the Commission has original jurisdiction over the reasonableness and adequacy of public utility service. *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super. 1977), *aff'd*, 420 A.2d 371 (Pa. 1977); *Behrend v. Bell Tel. Co. of Pa.*, 243 A.2d 346 (Pa. 1968). As a general proposition, neither the Public Utility Code nor the Commission's regulations require public utilities to provide constantly flawless service. The Public Utility Code at 66 Pa.C.S. §1501 does not require perfect service or the best possible service but does require public utilities to provide reasonable and adequate service. *Analytical Lab'y Servs., Inc. v. Metro. Edison Co.*, Docket No. C-20066608 (Opinion and Order entered Dec. 21, 2007); *Emerald Art Glass v. Duquesne Light Co.*, Docket No. C-00015494 (Opinion and Order entered June 14, 2002); *Re: Metro. Edison Co.*, 80 Pa.P.U.C. 662 (1993).

The testimony of Met-Ed witness, Allison Walker, clearly described Met-Ed's actions relative to the allegations in the Complaint and confirmed Met-Ed's compliance with the Code and applicable Commission regulations. That testimony was supported by the four Met-Ed exhibits received into evidence that were referred to by Ms. Walker. I find her testimony credible and directly relevant to the issue at hand, that is, Met-Ed's compliance with the requirements of the Code and the regulations of the Commission.

Complainant's testimony consisted of his opinion that Met-Ed should change its notification and billing system to create additional responsibilities for Met-Ed when a customer moves from his or her service address.<sup>1</sup> Tr. at 13-16. These proposed changes would require Met-Ed to keep track of the domestic and business activities (unrelated to utility service) of customers and third parties relative to a customer's account to an intrusive and unacceptable extent. In this case, Complainant maintained that Met-Ed should have alerted him when his wife did not contact Met-Ed to place her name on the residential electric account as she had verbally agreed with Complainant to do. Complainant's proposal would essentially require a utility to manage customer contacts based on inquiries into the customer's personal life and place the onus

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<sup>1</sup> Complainant's actual dispute is with the party who allegedly failed to carry through with the verbal agreement that she made with the Complainant to have service transferred into her name, a matter clearly beyond the jurisdiction of the Commission.

on the utility—not the customer—to manage the customer’s account. Not only would this be the first step onto a very slippery slope, it would require a utility to violate existing law, as will be discussed further, below.

It is Complainant’s opinion that Met-Ed’s customer relations and billing system is, “reckless” as stated in his Complaint and should be altered to accommodate what Complainant feels is best for customers and which reflects what Complainant attempted to introduce at hearing as his perception of prevailing business standards. The latter attempt was objected to by Counsel for Met-Ed, and even assuming *arguendo* that such industry standards exist, Complainant presented no evidence beyond his own opinions to support his contentions that a new set of notice and billing standards should be applied to Met-Ed.

Mere opinion, without more, is insufficient to meet the Complainant’s burden. *Kirby v. PPL Elec. Utils. Corp.*, Docket No. C-20066297 (Final Order entered Nov. 16, 2006) (citing *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A. 2d 12 (1987)). “Bald assertions, personal opinions or perceptions do not constitute evidence.” *Rivera v. Phila. Gas Works*, Docket No. C-2010-2164222 at 5 (Opinion and Order entered Jan. 12, 2012) (citing *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987)).

Further, a utility tariff has the force and effect of law in Pennsylvania, and is legally binding upon the utility, its customers and the public. 66 Pa.C.S. § 1303; *DiSanto v. Dauphin Consol. Water Supply Co.*, 436 A.2d 197 (Pa. Super. 1981); *Brockway Glass Co. v. Pa. Pub. Util. Comm’n.*, 437 A.2d 1067 (Pa. Cmwlth 1981). While conceding that Met-Ed is bound by the law, Complainant characterized his proposed changes as, “miniscule.” Tr. at 47. Regardless of how a change is characterized, as an electric distribution company that holds a certificate of public convenience and necessity from the Commission under the authority of the Public Utility Code, Met-Ed must comply with the law, including the provisions of the Code, the regulations of the Commission, and the provisions of its tariff. Because the public served by a utility has a clear and substantial interest in the rules that a utility must follow, amendments to the Code, revision of the Commission’s regulations, or changes to a utility’s tariff must follow due process of law with prior notice to the public. This might be done in the context of a utility

base rate case wherein the terms and conditions of service may be modified, or through statutory amendment in the General Assembly. No matter how meritorious a variation of the law may seem, neither the Commission nor a utility may unilaterally change the provisions of the law.

To the point, there is no provision in the Commission's regulations at Title 52 of the Pennsylvania Code, Chapter 56 that requires the type of notification requested by the Complainant. Section 56.16(a) requires that the customer contact the Company at least seven days in advance to discontinue service in their name:

A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered. After a reasonable attempt to obtain meter access, if the public utility is not able to access the meter for discontinuance, service shall be discontinued with an estimated meter reading upon which the final bill will be based. The resulting final bill is subject to adjustment once the public utility has obtained an actual meter reading.

52 Pa. Code § 56.16(a).

Complainant did not provide the notice required by the regulation. His contention that the law and regulations of the Commission are complex and not intuitive does not negate the responsibility of all parties and the agency to abide by the law.

Complainant has not established by a preponderance of the evidence that Met-Ed has violated any provision of the Public Utility Code or the regulations of the Commission, and so his Complaint must be dismissed.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa.C.S. § 701.

2. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is on the Complainant.

3. To satisfy this burden, the Complainant must demonstrate that Respondent was responsible for the problems alleged in his Complaint through a violation of the Public Utility Code or a regulation or order of the Commission; this must be shown by a preponderance of the evidence. 66 Pa.C.S. §701; *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

4. A utility tariff has the force and effect of law in Pennsylvania, and is legally binding upon the utility, its customers and the public. 66 Pa.C.S. § 1303; *DiSanto v. Dauphin Consol. Water Supply Co.*, 436 A.2d 197 (Pa. Super. 1981); *Brockway Glass Co. v. Pa. Pub. Util. Comm'n.*, 437 A.2d 1067 (Pa. Cmwlth 1981).

5. A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered. 52 Pa. Code § 56.16(a).

6. Complainant has failed to demonstrate by a preponderance of the evidence that Respondent violated a provision of the Code or a regulation of the Commission, or that the Commission should exercise its discretion of direct a further payment arrangement, and so his Complaint must be dismissed.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Vale Rideout in Vale Rideout v. Metropolitan Edison Company at Docket No. C-2022-3036353 is dismissed.
2. That the Secretary of the Commission mark this case closed.

Date: July 17, 2023

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/s/  
Dennis J. Buckley  
Administrative Law Judge