

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Roy Arthrell	:	
	:	F-2023-3042398
v.	:	
	:	
Duquesne Light Company	:	

INITIAL DECISION

Before
Jeffrey A. Watson
Administrative Law Judge

INTRODUCTION

This decision grants the Motion For Judgment on the Pleadings, dismisses the Formal Complaint and bars a complainant from filing further informal or formal complaints regarding his electric utility account balance until he pays his balance in full. The Complainant failed to file a responsive pleading to the answer and new matter to the Formal Complaint or Motion For Judgment on the Pleadings and did not request an extension, although the undersigned presiding officer provided an extension to Complainant. Complainant also failed to prove that the Commission should grant him a further payment arrangement for his unpaid balance of \$25,324.22. 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 his utility service.

HISTORY OF THE PROCEEDINGS

Roy Arthrell (Complainant) filed a Formal Complaint (Complaint) against Duquesne Light Company (Duquesne Light or Respondent), on August 14, 2023, regarding electric utility

service provided to property designated as 116 Orchard Drive, Pittsburgh, PA 15236. In the Complaint, Complainant requests a payment arrangement.

On September 12, 2023, Respondent filed an answer and new matter, which was accompanied by a Notice to Plead. In the New Matter, Respondent avers, *inter alia*, that Complainant is not entitled to the relief requested in his Complaint and that the Complaint should be dismissed without a hearing in this proceeding. The New Matter contained 49 separate averments.

Respondent also averred in the New Matter that Complainant has abused the Commission processes and requested that Complainant be barred from filing further complaints with the Commission, and that the Complaint be dismissed without a hearing in this proceeding.

Complainant did not file a Reply to the New Matter. Respondent averred a failure to file a reply to New Matter may be deemed in default, and relevant facts stated in the New Matter may be deemed to be admitted.

On October 16, 2023, Respondent filed a Motion for Judgment on the Pleadings (Motion), indicating that the averments in the New Matter should be deemed admitted and the Complaint should be dismissed. The Motion for Judgment on the Pleadings was accompanied by a Notice to Plead. A responsive pleading to the Motion was due on November 5, 2023, and Complainant did not file a responsive pleading to the Motion.

On November 20, 2023, an Interim Order was entered in this proceeding. In the Interim Order, Complainant was reminded that, consistent with Commission regulations, the failure to timely file a responsive pleading to Respondent's New Matter, may result in the averments made in the New Matter being deemed admitted and a decision being entered, granting the relief requested by Respondent. The Interim Order extended Complainant's deadline to file a responsive pleading to the New Matter and Motion For Judgment on the Pleadings until November 29, 2023.

Complainant was cautioned that the failure of Complainant to timely file a responsive pleading to the New Matter of Respondent would result in all the factual averments set forth in the New Matter of the Respondent being deemed admitted and a decision being entered against the Complainant, and in favor of the Respondent, without a hearing or further notice in this proceeding.

The New Matter filed by Respondent included factual averments set forth in Paragraphs 13 through 60 in the New Matter, as more fully set forth in the findings of fact below.

No responsive pleading was filed by Complainant to the New Matter or Motion for Judgment on the Pleadings and no extension to the deadline was requested by Complainant. Accordingly, an Interim Order was entered on December 7, 2023, providing that all the factual averments set forth in the New Matter of the Respondent, as identified in Paragraphs 13 through 60 in the New Matter, were deemed admitted. In addition, the evidentiary record was closed.

FINDINGS OF FACT

1. The Complainant is Roy Arthrell who receives electric utility service to the property designated as 116 Orchard Drive, Pittsburgh, PA 15236 (Service Address or Property).

2. Respondent is Duquesne Light Company, an electrical distribution company (EDC) that provides residential electrical service to Complainant at the Service Address.

3. On August 14, 2023, Complainant filed a Formal Complaint seeking a payment arrangement.

4. On September 12, 2023, Respondent filed an answer and new Matter, which was accompanied by a Notice to Plead.

5. A Reply to New Matter was due on September 22, 2023, and Complainant did not file a Reply to the New Matter.

6. On October 16, 2023, Respondent filed a Motion for Judgment on the Pleadings, accompanied by a Notice to Plead, requesting that the averments in the New Matter be deemed admitted and the Complaint be dismissed.

7. A responsive pleading to the Motion was due on November 5, 2023, and Complainant did not file a responsive pleading to the Motion.

8. Respondent averred in the New Matter that Complainant has abused the Commission processes and requested that Complainant be barred from filing further complainants with the Commission, and that the Complaint be dismissed without a hearing in this proceeding.

9. On November 20, 2023, an Interim Order was entered, *sua sponte*, extending Complainant's deadline to file a responsive pleading to the New Matter and Motion For Judgment on the Pleadings until November 29, 2023.

10. The New Matter filed by Respondent included factual averments set forth in Paragraphs 13 through 60 in the New Matter.

11. No responsive pleading was filed by Complainant to the New Matter, and no extension to the deadline was requested by Complainant.

12. An Interim Order was entered on December 7, 2023, providing that the factual averments set forth in the New Matter of the Respondent, as identified in Paragraphs 13 through 60 in the New Matter, were deemed admitted.

13. Complainant receives electric service from the Company under an account in his name for the residence at the Service Address. New Matter ¶ 13.

14. Complainant's poor payment history shows a lack of good faith effort to pay his utility bills. Complainant made no payments on his account in 2022 and as of August 31, 2023, only three payments have been posted to Complainant's account in calendar year 2023, two

of which were grants and the remaining payment was a restoration payment to restore service for a previous service shutoff at the Service Address for failure to pay past due amounts. As of the date of the filing of the New Matter, Complainant's total account balance is \$25,324.22. New Matter ¶ 14.

15. The Complainant has a history of (i) filing informal complaints with the BCS; (ii) filing medical certifications with the Company but not meeting his obligation under 56 Pa. Code § 56.116 to equitably make payments on all bills; and (iii) agreeing to payment arrangements which he fails to follow-through on; in each instance, to delay, and or avoid termination of service for failure to pay past due amounts. New Matter ¶ 19.

16. On March 21, 2016, Complainant filed an informal complaint, BCS #3418163, seeking a payment arrangement. On April 4, 2016, Complainant was given a PUC payment arrangement on Complainant's \$5,820.85 account balance, the terms of which were budget bill plus \$98. Complainant defaulted on the payment arrangement. New Matter ¶ 20.

17. On July 6, 2016, the Company issued a 10-day termination notice to Complainant for a past due balance of \$1,424.66. New Matter ¶ 21.

18. On July 19, 2016, Complainant filed an informal complaint, BCS #3460259, seeking a payment arrangement. The BCS dismissed the informal complaint on August 4, 2016, pursuant to 66 Pa.C.S. § 1405(d) which provides "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." New Matter ¶ 22.

19. On June 29, 2017, the Company issued a 10-day termination notice to Complainant for a past due balance of \$1,896.00. New Matter ¶ 23.

20. On July 18, 2017, Complainant filed an informal complaint, BCS #3545792, seeking a payment arrangement. The BCS dismissed the informal complaint on August 15, 2017, pursuant to 66 Pa.C.S. § 1405(c), which provides “customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission” because Complainant was enrolled in the Company’s Customer Assistance Program (CAP) at that time. New Matter ¶ 24.

21. On September 7, 2017, the Company issued a 10-day termination notice to Complainant for a past due balance of \$2,911.00. New Matter ¶ 25.

22. In accordance with its PUC-approved tariff and applicable PUC regulations, after providing all required notices, the Company shut off Complainant’s electric service on October 3, 2017, for failure to pay past due amounts. New Matter ¶ 26.

23. On October 3, 2017, the Complainant agreed to a CAP restoration payment arrangement with the Company to restore service. Complainant defaulted on the CAP restoration payment arrangement. New Matter ¶ 27.

24. On April 4, 2018, the Company issued a 10-day termination notice to Complainant for a past due balance of \$11,780.33. New Matter ¶ 28.

25. On April 16, 2018, the Complainant agreed to a Company payment arrangement, the terms of which were an initial payment of \$232, then budget bill plus \$228. At the time, Complainant’s total account balance was \$13,635.79. The Complainant defaulted on the payment arrangement. New Matter ¶ 29.

26. On June 6, 2018, the Company issued a 10-day termination notice to Complainant for a past due balance of \$850.60. New Matter ¶ 30.

27. In accordance with its PUC-approved tariff and applicable PUC regulations, after providing all required notices, the Company shut off Complainant's electric service on June 20, 2018, for failure to pay past due amounts. New Matter ¶ 31.

28. The Complainant filed a 30-day medical certification to restore service. New Matter ¶ 32.

29. On May 7, 2019, the Company issued a 10-day termination notice to Complainant for a past due balance of \$876. New Matter ¶ 33.

30. In accordance with its PUC-approved tariff and applicable PUC regulations, after providing all required notices, the Company shut off Complainant's electric service on May 21, 2019, for failure to pay past due amounts. New Matter ¶ 34.

31. On May 22, 2019, the Company and Complainant agreed to a CAP restoration payment arrangement, the terms of which were an initial payment of \$300 with monthly payments of CAP payment plus \$87. The Complainant defaulted on the CAP restoration payment arrangement. New Matter ¶ 35.

32. On July 9, 2019, the Company issued a 10-day termination notice to Complainant for a past due balance of \$546. New Matter ¶ 36.

33. In accordance with its PUC-approved tariff and applicable PUC regulations, after providing all required notices, the Company shut off Complainant's electric service on July 29, 2019, for failure to pay past due amounts. However, on that same day, the Company learned that Complainant had filed an informal complaint, BCS #3721309, that the Company had not received prior to termination. The Company contacted the Complainant that same day to advise service would be restored. New Matter ¶ 37.

34. The BCS dismissed the informal complaint on August 30, 2019, pursuant to 66 Pa.C.S. § 1405(c) as Complainant was enrolled in the Company's CAP at that time. New Matter ¶ 38.

35. The Complainant defaulted from the Company's CAP on December 7, 2020. New Matter ¶ 39.

36. On May 3, 2021, the Company issued a 10-day termination notice to Complainant for a past due balance of \$18,712.76. New Matter ¶ 40.

37. On May 12, 2021, the Complainant accepted a Company payment arrangement, the terms of which were an initial \$800, then current bill plus \$309. The Complainant defaulted on the payment arrangement. New Matter ¶ 41.

38. On November 2, 2021, the Company issued a 10-day termination notice to Complainant for a past due balance of \$679.57. New Matter ¶ 42.

39. On November 30, 2021, Complainant filed an informal complaint, BCS #3815275, seeking a payment arrangement. The BCS dismissed the informal complaint on January 3, 2022, pursuant to 66 Pa.C.S. § 1405(d). New Matter ¶ 43.

40. On March 7, 2022, the Company issued a 10-day termination notice to Complainant for a past due balance of \$3,550.78. New Matter ¶ 44.

41. In accordance with its PUC-approved tariff and applicable PUC regulations, after providing all required notices, the Company shut off Complainant's electric service on April 20, 2022, for failure to pay past due amounts. The Company accepted a 30-day medical certificate to restore service at the Service Address. New Matter ¶ 45.

42. On June 2, 2022, the Company issued a 10-day termination notice to Complainant for a past due balance of \$17,923.93. New Matter ¶ 46.

43. On June 14, 2022, Complainant accepted a Company payment arrangement, the terms of which were an initial payment of \$1601.00 then current bill plus \$1,468.00. The Complainant defaulted on the payment arrangement. New Matter ¶ 47.

44. On August 4, 2022, the Company issued a 10-day termination notice to Complainant for a past due balance of \$3,558.44. New Matter ¶ 48.

45. In accordance with its PUC-approved tariff and applicable PUC regulations, after providing all required notices, the Company shut off Complainant's electric service on August 31, 2022, for failure to pay past due amounts. The Company accepted a 30-day medical certificate to restore service at the Service Address. New Matter ¶ 49.

46. On October 5, 2022, the Company issued a 10-day termination notice to Complainant for a past due balance of \$7,724.30. The Company canceled the termination process upon receipt of a 30-day medical certificate on October 19, 2022. New Matter ¶ 50.

47. On March 7, 2023, the Company issued a 10-day termination notice to Complainant for a past due balance of \$17,412.42. New Matter ¶ 51.

48. The Company received a 30-day medical certificate on May 1, 2023, which the Company denied in accordance with the regulations of the Commission at 52 Pa. Code § 56.114 and § 56.116, as the Complainant did not meet his obligation in § 56.116 to equitably make payments on all bills and Complainant had exceeded two 30-day certificates filed for the same set of arrearages. New Matter ¶ 52.

49. In accordance with its PUC-approved tariff and applicable PUC regulations, after providing all required notices, the Company shut off Complainant's electric service on May 2, 2023, for failure to pay past due amounts. New Matter ¶ 53.

50. On May 17, 2023, Complainant accepted a Company payment arrangement to restore service, the terms of which were an initial payment of \$907.00 to restore, then current bill plus \$283.00. At that time, the Complainant's total account balance was \$23,578.89. The Complainant defaulted on the payment arrangement. New Matter ¶ 54.

51. On July 5, 2023, the Company issued a 10-day termination notice to Complainant for a past due balance of \$815.14. New Matter ¶ 55.
In accordance with its PUC-approved tariff and applicable PUC regulations, after providing all required notices, the Company shut off Complainant's electric service on August 2, 2023, for failure to pay past due amounts. New Matter ¶ 56.

52. On August 3, 2023, Complainant filed an informal complaint, BCS #3930503, seeking a payment arrangement. The BCS dismissed the informal complaint on August 8, 2023, pursuant to 66 Pa.C.S. § 1405(d). New Matter ¶ 57.

53. Thereafter, Complainant filed the current Formal Complaint, seeking a payment arrangement. New Matter ¶ 58.

54. Complainant made no payments on his account in 2022. New Matter ¶ 59.

55. As of August 31, 2023, only three payments have been posted to Complainant's account in calendar year 2023, two of which were grants and the remaining payment was a restoration payment to restore service for a previous service shutoff at the Service Address for failure to pay past due amounts. New Matter ¶ 59.

56. Complainant has established a poor payment history. New Matter ¶ 59.

57. At the time of Respondent's filing its answer and new matter, Complainant's total account balance was \$25,324.22. New Matter ¶ 59.

DISCUSSION

Complainant filed a Complaint seeking relief from the Commission in the form of a payment arrangement. Complainant failed to timely file an Answer to the New Matter and Motion for Judgment on the Pleadings. Even after he was given an extension to file a responsive pleading to the New Matter and to the Motion For Judgment on the Pleadings, Complainant still failed to file any response.

By failing to respond to the New Matter, the Commission can find that Complainant has admitted to the allegations contained therein.¹ The Commission's Regulations also provide that failure to respond to affirmative allegations in New Matter may cause those allegations to be deemed admitted.²

The Commission's Rules of Practice and Procedure at 52 Pa. Code § 5.102 govern motions for judgment on the pleadings and dismissal of a case without a hearing. The Commission will grant a motion for judgment on the pleadings if the pleadings show there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law.³ In ruling on a motion for judgment on the pleadings, the tribunal must consider as true all well-pleaded averments of the party against whom the motion is directed and consider against only those facts specifically admitted.⁴

Complainant has engaged in a course of conduct calculated to delay the conclusion of these proceedings and ultimately avoid responsibility for his unpaid balance. As explained in more detail below, I find that Complainant has not averred a change in income or change in circumstances that would warrant a second or subsequent payment arrangement from the Commission. In addition, assuming Complainant would qualify for a second or subsequent

¹ *Stefanowicz v. Pennsylvania-American Water Co.*, C-20078165 (Opinion and Order entered May 27, 2008).

² 52 Pa. Code § 5.63(b).

³ 52 Pa. Code § 5.102(d)(1).

⁴ *Whitlock v. PECO Energy Co.*, Docket No. F-2015- 2488833 (Final Order entered Dec. 14, 2015).

payment arrangement or an extension of his prior payment arrangement, he is not eligible for a payment arrangement because of his lack of a good faith effort to pay his bill. I further conclude that Complainant's actions are an abuse of the Commission's administrative process to avoid termination of his electricity service and payment for the electricity service that he has consumed. Complainant's complaint will be dismissed, and he will be barred from filing any formal or informal complaints regarding his unpaid balance until he pays that balance in full.

Entitlement to a Payment Arrangement

A public utility is entitled to receive payment for the service it provides.⁵ A complainant, who claims an inability to pay his utility bills, does not have an absolute right to a Commission-ordered payment arrangement.⁶ 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 a payment arrangement should be issued.⁷ Specifically, the Commission will only approve a payment arrangement if the 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."⁸

The Commission awarded Complainant a payment arrangement on April 4, 2016, on Complainant's \$5,820.85 account balance, the terms of which were budget bill plus \$98. Complainant defaulted on the payment arrangement.⁹

⁵ *Scaccia v. West Penn Power Co.*, 55 Pa. P.U.C. 637 (1982); *Kea v. Peoples Nat. Gas Co.*, 60 Pa. P.U.C. 215 (1985); *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982).

⁶ *Mandell v. Duquesne Light Co.*, Docket No. C-20030234 (Opinion and Order entered Mar. 17, 2004).

⁷ *Susan Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 at 11 (Order entered Sept. 12, 2013).

⁸ *Crawford v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 (Final Order entered Dec. 1, 2006).

⁹ New Matter ¶ 20.

Subsequently, on April 16, 2018, the Complainant agreed to a Company payment arrangement, the terms of which were an initial payment of \$232, then budget bill plus \$228. At the time, Complainant's total account balance was \$13,635.79. The Complainant defaulted on the payment arrangement.¹⁰

On May 3, 2021, the Company issued a 10-day termination notice to Complainant for a past due balance of \$18,712.76. On May 12, 2021, the Complainant accepted a Company payment arrangement, the terms of which were an initial \$800, then current bill plus \$309. The Complainant defaulted on the payment arrangement.¹¹

On June 2, 2022, the Company issued a 10-day termination notice to Complainant for a past due balance of \$17,923.93. On June 14, 2022, Complainant accepted a Company payment arrangement, the terms of which were an initial payment of \$1601.00 then current bill plus \$1,468.00. The Complainant defaulted on the payment arrangement.¹²

On May 2, 2023, the Company shut off Complainant's electric service for failure to pay past due amounts. On May 17, 2023, Complainant accepted a Company payment arrangement to restore service, the terms of which were an initial payment of \$907.00 to restore, then current bill plus \$283.00. At that time, the Complainant's total account balance was \$23,578.89. The Complainant defaulted on the payment arrangement.¹³

Complainant's poor payment history shows a lack of good faith effort to pay his utility bills. Complainant made no payments on his account in 2022 and as of August 31, 2023, only three payments have been posted to Complainant's account in calendar year 2023, two of which were grants and the remaining payment was a restoration payment to restore service for a

¹⁰ New Matter ¶¶ 28-29.

¹¹ New Matter ¶¶ 40-41.

¹² New Matter ¶¶ 46-47.

¹³ New Matter ¶¶ 53-54.

previous service shutoff at the Service Address for failure to pay past due amounts. As of the date of the filing of the answer and new matter, Complainant's total account balance was \$25,324.22.¹⁴

Given Complainant's clear and demonstrated history of a lack of good faith effort to pay his utility bills, Complainant is not entitled to a payment arrangement. The Commission has held that a customer has not demonstrated a good faith effort to pay his or her utility bills if the customer has a poor payment history, has repeatedly violated past payment arrangements, or has accumulated a large account balance.¹⁵

Complainant did not file a responsive pleading to the answer and new matter, or Motion filed by Respondent and did not offer any averments or argument to support any changes to his income or any other challenges in his living circumstances. Complainant also failed to explain why no payments were made on his account in 2022 and as of August 31, 2023, only one payment was made directly from Complainant to restore service for a previous service shutoff and the resultant account balance of \$25,324.22.

No averments or argument was advanced by Complainant as to why the Commission should award him a further payment arrangement. Therefore, I must conclude that, Complainant has not shown that he intends to make any payments on his past due balance on a regular basis or in good faith. Therefore, Complainant has not shown that the Commission should authorize a further payment arrangement.

Abuse of the Administrative Process

Respondent asserts that Complainant has abused the Commission's administrative process and requests that he be barred from filing further complaints until his entire account balance has been paid. In support of its position, Respondent points to Complainant's very large balance, poor payment history and practice of obtaining numerous Company payment

¹⁴ New Matter ¶ 59.

¹⁵ *Oliver v. Pa. Elec. Co.*, Docket No. F-2017-2595557 (Opinion and Order entered Jan. 25, 2019).

arrangements and medical certificates to prevent termination of service or to restore service, only to fail to pay his bill and accumulate a substantial outstanding balance. Respondent argues that Complainant's pattern of filing formal and informal complaints and medical certificates point to a pattern of using the Commission's process to avoid termination. Complainant did not respond to the answer and new matter or the Motion filed by Respondent, to dispute these claims. Despite an extension provided *sua sponte* to file a response to both the new matter and Motion, Complainant elected to not take advantage of the additional opportunity to respond to the averments and arguments raised by Respondent.

The Commission has concluded that using the Commission's processes to avoid termination and avoid paying for utility service is an abuse of the Commission's administrative processes and will not be countenanced.¹⁶

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.¹⁷ 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.¹⁸

Complainant has a substantial unpaid balance of \$25,324.22. Complainant made no payments on his account in 2022 and as of August 31, 2023, only three payments were posted to Complainant's account in calendar year 2023, two of which were grants and the remaining payment was a restoration payment to restore service for a previous service shutoff at the Service Address for failure to pay past due amounts. Complainant also defaulted on a Commission-issued payment arrangement, and at least seven company payment arrangements and customer

¹⁶ *Grimes v. Pa. Elec. Co.*, Docket No. C-2018-3000571 (Final Order entered July 9, 2018).

¹⁷ *Grossman v. Bell Tel. Co. of Pa.*, 67 Pa.P.U.C. 714 (1988).

¹⁸ *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).

assistance program payment plans. Since 2016, Complainant has filed six informal complaints, the instant Formal Complaint seeking relief from the Commission in the form of payment arrangement requests, and he has submitted at least four medical certificates seeking restoration of service after defaulting on payment arrangements.

Complainant's conduct in the current proceeding further evidences an abuse of the Commission's administrative process. He did not respond to the answer and new matter and Motion and failed to respond after an Order was entered providing an extension of time to file responsive pleadings and cautioning Complainant that the facts alleged in new matter would be deemed admitted and the requested relief granted if he failed to respond. Complainant did not file any responsive pleading and failed to request an extension of time to file a response.

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 Co.*,¹⁹ the Commission barred the complainant from filing additional complaints because of her unpaid balance in excess of \$30,000 which included CAP arrearages, an "abysmal" payment history, and failure to appear at three hearings. Similarly, in *Potora v. UGI Penn Natural Gas, Inc.*,²⁰ the Commission agreed with the administrative law judge, who found complainant appeared to have a history of abusing the Commission's process. 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, Complainant's substantial balance, poor payment history and conduct in proceedings before the Commission constitutes a pattern of activity calculated to avoid or delay payment of his electric utility bills and termination of his utility service. Respondent is entitled to be paid for the service it has provided to Complainant. Respondent's other customers should

¹⁹ *Hogan v. W. Penn Power Co.*, Docket No. F-2019-3012920 (Final Order entered Mar. 10, 2020).

²⁰ *See Potora v. UGI Penn Nat. Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019).

not be responsible for Complainant's failure to make any good faith effort to pay for his electric utility service. Therefore, I find that Complainant has abused the Commission's administrative process and should be barred from filing further formal or informal complaints until his balance is paid in full. The Complaint is dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. Failure to respond to affirmative allegations in New Matter may cause those allegations to be deemed admitted. 52 Pa. Code § 5.63(b).
3. It is Commission policy to exercise its discretion in granting a payment arrangement when customers have demonstrated some evidence of a good faith effort in paying utility bills or when customers have experienced a change of circumstances outside of their control. *Crawford v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 at 15-16 (Order entered Dec. 6, 2007).
4. The Commission has held that a customer has not demonstrated a good faith effort to pay his or her utility bills if the customer has a poor payment history, has repeatedly violated past payment arrangements, or has accumulated a large account balance. *Oliver v. Pa. Elec. Co.*, Docket No. F-2017-2595557 (Opinion and Order entered Jan. 25, 2019).
5. The Commission may preclude a complainant from filing further complaints until all account arrearages are paid in full when the Commission determines that the complainant 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 his 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 his account balance until his 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 Formal Complaint of Roy Arthrell v. Duquesne Light Company at Docket No. F-2023-3042398 is dismissed, with prejudice.
2. That commencing with the next billing period subsequent to the Commission's Final Order in this proceeding, Roy Arthrell shall pay to Duquesne Light Company, by cash, certified check, or money order, his full account balance.
3. That if Roy Arthrell fails to comply with the terms of this Order, Duquesne Light 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 Roy Arthrell is precluded from filing further formal or informal complaints with the Commission regarding the current balance on his account for electric service rendered by Duquesne Light 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 shall refuse to accept any further complaints, either informal or formal, by Roy Arthrell against Duquesne Light Company, on the arrearages for electric service rendered by Duquesne Light 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.

7. That a copy of this Opinion and Order shall be provided to the Commission's Secretary.

8. That the Secretary's Bureau shall mark Docket No. F-2023-3042398 closed.

Date: March 4, 2024

_____/s/
Jeffrey A. Watson
Administrative Law Judge