

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held November 7, 2024

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn L. Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Vicky Zorbaugh

C-2023-3044245

v.

Metropolitan Edison Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions¹ filed by Vicky Zorbaugh (Complainant

¹ Although the Complainant filed Exceptions with the Commission's Secretary's Bureau on July 18, 2024, the Exceptions did not contain a certificate of service or any other indication that the parties of record to the case were served. Because the Complainant is not represented by an attorney, the Commission's Secretary's Bureau served a copy of the Exceptions on Metropolitan Edison Company (Met-Ed, the Company, or Respondent) on July 30, 2024. In order to avoid prejudice to either Party, pursuant to 52 Pa. Code § 5.535, Met-Ed was given until August 9, 2024, to file Replies to Exceptions.

or Ms. Zorbaugh) on July 18, 2024. The Exceptions were filed in response to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Steven K. Haas, which was issued on July 1, 2024. Met-Ed filed Reply Exceptions on August 9, 2024. For the reasons stated below, we shall deny the Exceptions of the Complainant and adopt the ALJ's Initial Decision.

I. History of Proceeding

On November 15, 2023, the Complainant filed a Formal Complaint (Complaint) against Met-Ed with the Commission. In the Complaint, Ms. Zorbaugh indicated that the utility was threatening to shut off her service and requested that the Commission establish a new payment plan. Complaint at 1-2. In addition, the Complainant indicated that she had requested that the Company decrease her monthly payment. *Id.* at 4. By way of background, the Complainant also averred, *inter alia*, that she: (1) contacted the Company and the Commission because her income had decreased; (2) attempted to get on a budget billing plan which resulted in a payment of \$83 a month plus an additional \$2,000 a month for arrearages, which she claimed is unaffordable; (3) had only one (1) income in the Spring of 2023; and (4) contacted the Pennsylvania Homeowners Assistance Fund to assist with her high utility bill. Complaint at 2-4.

On December 6, 2023, the Respondent filed an Answer and New Matter which admitted, in part, and denied, in part, various material allegations in the Complaint. In its Answer, Met-Ed averred, *inter alia*, that it issued a 10-day termination notice for electric service at the service address because of undisputed delinquent charges. Answer at 1. Also, Met-Ed denied that a Commission payment arrangement (PAR) is permitted for the arrears in this case. *Id.* The Respondent further submitted that Met-Ed has abided by all applicable laws, its tariff, the Public Utility Code (Code), and Commission orders and regulations. *Id.* at 2.

By way of background, Met-Ed confirmed that the Complainant's account was established on April 5, 2007, and that the account is currently enrolled in budget billing. In addition, the account is enrolled with NRG Retail Solutions (NRG) as the electric generation supplier (EGS) and those charges are due monthly in addition to the current budget amount of \$80. Answer at 2. The Respondent also submitted that the Complainant defaulted on a Company-issued COVID PAR² and a 2023 Commission-issued PAR.³ *Id.* Met-Ed also confirmed that the Complainant's account was properly billed and all bills, totaling a balance as of November 11, 2023 of \$15,315, are correct as rendered. Answer at 2. Met-Ed further submitted that it issued a 10-day termination notice, dated October 31, 2023, notifying the Complainant that her service was subject to termination⁴ on or after November 14, 2023 for a delinquent amount of \$14,804.

In addition, the Respondent argued that the Complainant is not entitled to another Commission-issued PAR. Answer at 3. Met-Ed submitted that the Complainant defaulted on a Level 4⁵ PAR directed by the Commission's Bureau of Consumer Services (BCS) in BCS Decision No. 3912445,⁶ in which the terms were the

² *Public Utility Service Termination Moratorium*, Docket No. M-2020-3019244, Order entered March 18, 2021.

³ Met-Ed established a payment arrangement with the Complainant on March 31, 2021. Answer at 2, Met-Ed Exh. 4 and 11. In addition, the Complainant was afforded two (2) Commission-issued payment arrangements. Answer at 2, Met-Ed Exh. 11 at 3-4.

⁴ Met-Ed confirmed that termination was stayed upon receipt of the present Complaint filed by Ms. Zorbaugh. Answer at 2.

⁵ Section 1405 of the Code defines a Level 4 payment arrangement as a household with gross monthly income exceeding 300% of the Federal poverty level. 66 Pa.C.S. § 1405(b)(4). Met-Ed provided evidence of the income levels based on the Federal Poverty Income Guidelines. Met-Ed Exh. 9.

⁶ The 2023 Commission-issued PAR was based on the Complainant reporting a household size of 1 with gross monthly income of \$3,900. Answer at 3, Attachment 2.

Complainant's budget bill amount plus \$2,437, effective with the October 2023 bill. *Id.*, Attachment 2. Met-Ed further submitted that the Complainant defaulted on the 2023 Commission-issued PAR due to nonpayment and that the PAR should not be extended, nor should the Complainant be provided with an additional PAR. Answer at 3, Attachment 1.

Met-Ed requested that the Complaint in this proceeding be dismissed, with prejudice, or denied in its entirety. Met-Ed also requested that a hearing be scheduled in this matter because of the size of the delinquent balance. Answer at 6.

By Hearing Notice dated January 10, 2024 (Hearing Notice), an Initial Call-In Telephonic Hearing was scheduled for March 6, 2024, at 10:00 a.m., and the matter was assigned to ALJ Haas. The Hearing Notice was electronically served via email and U.S. mail on the Complainant. The Hearing Notice also advised the Parties of the date, time, and dial-in number for the scheduled hearing and warned of the consequences of failing to appear, which included the dismissal of the case if a Party was not present and prepared to go forward with the case when it was called.

On March 6, 2024, at 10:00 a.m., the telephonic hearing was held, as scheduled. The Complainant appeared, *pro se*, and testified on her own behalf. Met-Ed was present at the hearing and represented by counsel. The Respondent presented the testimony of one (1) witness, Ms. Alison Walker, an Advanced Customer Service Compliance Specialist at Met-Ed. The Respondent sponsored eleven exhibits, all of which were entered into the record. *I.D.* at 2.

The hearing transcript was filed with the Secretary of the Commission and the record closed on April 1, 2024. *I.D.* at 2.

On July 1, 2024, the Commission issued the Initial Decision of ALJ Haas, in which he found that the Complainant failed to: (1) sustain her burden of proof to establish that the Respondent violated any provision of the Code or Commission rule, regulation or policy; and (2) failed to meet her burden of proof to demonstrate that she was entitled to a new Commission-issued PAR. I.D. at 1,7 and 9. In addition, the ALJ determined that the Complainant failed to demonstrate a change in income or a significant change in circumstance to permit the Commission to issue a new PAR or reinstate a prior PAR. I.D. at 8.

As noted, *supra*, the Complainant filed Exceptions on July 18, 2024. Met-Ed filed Reply Exceptions on August 9, 2024.

II. Discussion

A. Legal Standards

At the outset, we note that any argument or Exception that we do not specifically address has been considered and will be denied without further discussion. The Commission is not required to consider expressly, or at length, each contention or argument made by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

Pursuant to Section 332(a) of the Code, the proponent of a rule or order, bears the burden of proof. 66 Pa.C.S. § 332(a). To satisfy the burden of proof, the Complainant, as the party seeking relief, must establish a sufficient case that Met-Ed is responsible for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990) (*Patterson*). This showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*,

578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992) (*Lansberry*). This standard requires the Complainant's evidence to be more convincing, by even the smallest amount, than evidence presented by Met-Ed. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950) (*Se-Ling Hosiery*). This Commission's decisions must be supported by substantial evidence in the record, more is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & West Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the evidentiary burden shifts to Met-Ed to present persuasive evidence rebutting that of the Complainant. If Met-Ed's evidence is of co-equal weight, the Complainant has not satisfied their burden of proof and must provide additional evidence to rebut that of the Respondent. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the evidentiary 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 to prove their case by a preponderance of the evidence. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

B. Positions of the Parties

The Complainant asserted that she contacted Met-Ed in the Spring of 2023 to indicate that her income had decreased, and she was unable to afford the budget billing amount of \$83 a month plus the \$2,000 a month for current arrearages. The Complainant also indicated that there was only one (1) income in her household and she would like to review other options. Complaint at 2. Additionally, Ms. Zorbaugh indicated that she wanted lower payments reflecting her usage per month of electricity and submitted that she applied to the Pennsylvania Homeowners Assistance Fund to help with her high

electric bill. *Id* at 3. Ms. Zorbaugh further requested a new PAR, but she indicated that Met-Ed would not provide one. *Id.* at 4.

At the telephonic hearing, the Complainant acknowledged that she had financial and health problems because of COVID and she contacted the Company and the Commission as a result of a termination notice she received from the Company. Tr. at 9-10. The Complainant also stated that she was aware that she owes Met-Ed for her electric bill but, at the time of the hearing, was unable to pay \$7,000 toward her arrearages because she has a daughter in college. *Id.* at 10, 16. The Complainant further clarified that she is not disputing any of the charges on her electric bill but was instead requesting an affordable PAR from Met-Ed or the Commission. *Id.* at 10-11.

The Complainant also testified that, at the time of the hearing, there were two (2) people living at the service address which included herself and her husband (as of October 2023). Tr. at 11-13. In August 2023, at the time of the filing of the Complaint in this proceeding, Ms. Zorbaugh indicated that her gross monthly household income was \$3,900; however, at the time of the hearing, she calculated her income to be \$4,960 based on her hourly wage and a 40-hour work week. *Id.* at 13-14. The Complainant also testified that her husband's gross monthly income was \$3,520 with a potential for overtime, bringing the total gross monthly income to \$8,500. *Id.* at 15. In addition, Ms. Zorbaugh indicated that she also has other financial obligations to meet. *Id.* at 16. The Complainant further requested a longer repayment period and acknowledged that she needed to cancel her electric supplier. *Id.* at 16, 38.

Met-Ed responded by requesting that the Commission dismiss the Complaint because it properly issued a 10-day termination notice for electric service at the service address because of undisputed delinquent charges. Met-Ed denied that a Commission-issued PAR is permitted for the unpaid balance in this case. Answer at 1. Met-Ed also admitted that the Complainant's account was properly billed and all bills,

totaling a balance as of November 11, 2023 of \$15,315, were correct as rendered.
Answer at 2.

In addition, the Respondent argued that the Complainant is not entitled to another Commission-issued PAR because the Complainant defaulted on a Level 4 PAR directed by the Commission's BCS in BCS Decision No. 3912445⁷ in which the terms were the Complainant's budget bill amount plus \$2,437, effective with the October 2023 bill. Answer at 3, Attachment 2. Met-Ed further submitted that the PAR should not be extended, nor should the Complainant be provided with an additional PAR. Answer at 3.

At the hearing, Met-Ed offered one (1) witness, Ms. Walker, an Advanced Customer Service Compliance Specialist in the Pennsylvania Compliance Department. Tr. at 19, 23. The Respondent's witness explained that the Complainant was on the Respondent's Budget Billing program⁸ because Ms. Zorbaugh had a PAR. *Id.* at 25, Exh. 4 at 1. In addition, the Complainant received her electric generation from NRG which resulted in actual charges due each month in addition to the Budget Bill amount. Tr. at 26. At the time of the hearing, Met-Ed indicated that the current account balance due, as reflected in Met-Ed Exhibit 2 is \$16,040. *Id.*, Met-Ed Exh. 2 at 2. Met-Ed's witness further explained that Met-Ed Exhibit 3 shows the Complainant's sporadic payment history for the period from November 2019 through February 2024

⁷ As previously noted, the 2023 Commission-issued PAR was based on the Complainant reporting a household size of one (1) with gross monthly income of \$3,900. Answer at 3, Attachment 2.

⁸ Ms. Walker explained that the Equal Payment Plan or the Budget Program is for residential customers wanting to make their monthly payments consistent throughout the entire year, leveling out seasonal highs and lows. The budget amount is based on the average of the last twelve (12) months. The budget amount is reviewed quarterly and adjusted accordingly based on the customer's usage. Met-Ed's Budget Program is reconciled annually. The program is mandatory for customers who have a PAR either with the Commission or the Company. Tr. at 25.

documenting that there were only seventeen (17) payments in fifty-two months. Tr. at 27-28, Met-Ed Exh. 3 at 1. Met-Ed's witness also testified that the Complainant has used the protections of Chapter 56 of the Commission's Regulations at 52 Pa Code § 56, such as multiple PARs, to avoid lawful termination⁹ of her service. Tr. 34-35, 52 Pa. Code § 56.1 *et seq.*

The Respondent's witness also explained that the Commission ordered that utility customers be granted PARs due to the COVID pandemic and Met-Ed entered into a PAR with the Complainant on March 31, 2021 on a balance of \$16,210. Tr. 28-29, Met-Ed Exh. 4 at 1. At that time, the Complainant's reported gross monthly household income was \$4,160, and the terms were her Budget Bill plus \$270 plus the EGS charges for the sixty (60) months beginning May 5, 2021. Tr. at 29, Met-Ed Exh. 4 at 1. Ms. Walker testified that the Complainant defaulted on this COVID PAR due to nonpayment. Tr. at 29, Met-Ed Exh. 2 at 1.

The Respondent presented evidence at the hearing that there was an initial BCS Level 4 PAR at Case No. 3877987, which was entered on the account on January 12, 2023 with a balance of \$12,063.82. Tr. at 29, Met-Ed Exh. 4 at 1, Exh. 5 at 4. For this PAR, Ms. Walker testified that the Complainant's reported gross monthly household income was \$5,200, and the terms were her Budget Bill plus \$2,014 plus the EGS charges, beginning February 6, 2023 for six (6) months. Tr. at 29, Met-Ed Exh. 4 at 1, Exh. 5 at 4. The Respondent's witness documented that the Complainant defaulted on the first Commission-issued PAR due to nonpayment. *Id.*, Met-Ed Exh. 2 at 2. In addition, Met-Ed's witness testified that there was a second BCS Level 4 PAR at Case No. 3912445, entered on the Complainant's account on August 24, 2023, based on a balance of \$14,527. Tr. at 31, Exh. 4 at 1. The Respondent's witness presented evidence

⁹ Met-Ed's witness testified that the Respondent has issued twenty-six (26) ten-day termination notices on this account since 2019. *Id.* at 35.

that the gross monthly household income reported, at that time, was \$3,900 and the terms of the second BCS PAR were Budget Bill plus \$2,437 plus the EGS charges, beginning October 5, 2023, for a repayment period of six (6) months. Met-Ed Exh. 4 at 1, Exh. 6 at 4. The witness further indicated that the Complainant defaulted on the second BCS PAR due to nonpayment. Tr. at 29-30, Met-Ed Exh. 1. Moreover, Ms. Walker testified that BCS Case No. 3912445 was reflected as a Change In Income (CII) PAR because Ms. Zorbaugh's gross monthly household income had decreased by 37.64%, as reflected on Met-Ed Exhibit 4. Tr. at 31, Met-Ed Exh. 6 at 4.

Further, Met-Ed presented evidence that the Complainant represented her income as "zero" on May 22, 2023 for a household of one (1). Tr. at 32-33, Exh. 7. The Respondent also presented evidence that the Complainant reported to BCS, upon the filing of her informal complaint on May 24, 2023, at BCS Case No. 3912445, that her gross monthly household income was \$3,900. Tr. at 32, Exh. 6 at 1. In addition, the Respondent's witness stated that the Complainant's gross monthly household income increased in November 2023 to \$5,245, and the household increased to two (2) occupants. Tr. at 32-33, Met-Ed Exh. 8 at 3.

C. Initial Decision

The ALJ made twenty-one (21) Findings of Fact (FOF) and reached nine (9) Conclusions of Law (COL). I.D. at 2-4, 7-9. We shall adopt and incorporate herein by reference the ALJ's Findings of Fact and Conclusions of Law, unless they are reversed or modified by this Opinion and Order, either expressly or by necessary implication.

In examining the PARs established in this case, the ALJ noted that the Complainant filed an informal complaint with BCS at Case No. 3877987 on November 16, 2022. I.D. at 3, Tr. at 29-30, Exh. 5. The Complainant reported a

household of one (1) adult with a total gross monthly income of \$5,200 in BCS Case No. 3877987. I.D. at 3, Tr. at 29-30, Met-Ed Exh. 5. The ALJ also noted that, on January 6, 2023 in BCS Case No. 3877987, BCS ordered a Level 4 PAR, whereby Ms. Zorbaugh was required to pay her budget bill plus an additional \$2,014 for a repayment period of six (6) months. *Id.*, Tr. 28-29, Met-Ed Exh. 5.

The ALJ also found that the Complainant filed another informal complaint with BCS on May 24, 2023, at BCS Case No. 3912445, in which Ms. Zorbaugh was seeking a more affordable PAR on an account balance of \$14,527, based on a change in income. I.D. at 3-4, Tr. at 29-31, Exh. 6. The ALJ noted that the Complainant reported a household of one (1) adult with a total monthly gross income of \$3,900. I.D. at 4, Tr. at 31, Met-Ed Exh. 6. In addition, the ALJ found that BCS ordered a Level 4 PAR, whereby the Complainant was required to pay her budget bill plus an additional \$2,437 each month for six (6) months. I.D. at 4, Tr. at 29-30, Met-Ed Exh. 6. The ALJ further found that the Complainant defaulted on the BCS PAR at Case No. 3912445. I.D. at 4, Tr. at 30.

In addressing whether the Complainant can be issued a more favorable PAR, as requested, the ALJ noted that the party seeking relief from the Commission has the burden of proof in accordance with Section 332 of the Code. I.D. at 4, 66 Pa.C.S. § 332(a). According to the ALJ, as a matter of law, a Complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. I.D. at 4-5 (citing *Patterson*). The ALJ also noted that “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. I.D. at 5 (citing *Se-Ling Hosiery*). The ALJ explained that the offense must be a violation of the Code, the Commission’s regulations, or an outstanding order of the Commission. I.D. at 5 (citing 66 Pa.C.S. § 701). The ALJ determined that Ms. Zorbaugh

filed a Complaint against Met-Ed seeking legal relief and, therefore, has the burden of proof. I.D. at 5.

In addition, the ALJ examined the requirements of the Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419, noting that the Commission has the authority to establish a PAR pursuant to 66 Pa.C.S. § 1405(a), within the strict guidelines set forth in 66 Pa.C.S. § 1405(b). I.D. at 5. The ALJ also determined that Section 1405(d) of the Code restricts the Commission’s authority to establish or order a public utility to establish a second or subsequent PAR if a customer has defaulted on a previous PAR. I.D. at 5, 66 Pa.C.S. § 1405(d). In this matter, the ALJ determined that the Complainant failed to make the payments ordered by BCS at BCS Case No. 3912445, thus defaulting on that PAR. I.D. at 5.

The ALJ further reasoned that, in accordance with 66 Pa.C.S. § 1405(d), the Complainant may receive another PAR only if she has experienced a change in income. I.D. at 5. The ALJ noted that Section 1403 of the Code defines a “Change in Income” as follows:

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

I.D. at 6 (citing 66 Pa.C.S. § 1403). The ALJ indicated that the Complainant testified that her current gross monthly household income is \$8,500, which is considerably greater than Ms. Zorbaugh’s prior indicated gross monthly household income of \$3,900, at the time she received a PAR in BCS Case No. 3912445. *Id.* (citing Tr. at 14-15, Met-Ed Exh. 6). The ALJ determined that he could not order a second Commission-issued PAR, pursuant to 66 Pa.C.S. §1405(d), since the Complainant testified that her current gross household monthly income had significantly increased by the time the hearing occurred. I.D. at 6.

The ALJ also examined the statutory provisions that provide when the Commission may reinstate and extend a PAR where the customer has defaulted on a previous PAR. The ALJ noted that Section 1405(e) of the Code speaks to that issue, as follows:

(e) Extension of payment agreements. - If the customer defaults on a payment agreement established under subsections (a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment agreement 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.

I.D. at 6 (citing 66 Pa.C.S. § 1405(e)). The ALJ also found that the Section 1403 of the Code, 66 Pa.C.S. § 1403 defines “significant change in circumstance,” as follows:

“Significant change in circumstance.” Any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level: (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income. (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household. (3) Loss of the customer's residence. (4) Increase in the customer's number of dependents in the household.

I.D. at 6 (citing 66 Pa.C.S. § 1403).

In his examination of the applicable statutory provisions, the ALJ determined that the Complainant did not produce any evidence that her household suffered a significant loss in income due to illness. In fact, he found that the record evidence demonstrated that there has been a significant *increase* in the household income and that the Complainant did not produce any evidence of catastrophic damage to her residence or a loss of the residence. The ALJ did note, however, the Complainant’s testimony that the number of dependents in the household increased from one (1) person

at the time of the BCS-ordered PAR to two (2) people at the time of the hearing in this case. The ALJ determined that, although the number of dependents in the Complainant's household increased from one (1) to two (2), there also was a significant increase in the monthly household income in the time period since the BCS-issued PAR. Thus, the ALJ found that these circumstances do not justify an extension or reinstatement of the prior BCS-issued payment arrangement. Therefore, the ALJ reasoned that the Commission may not reinstate or extend the PAR ordered in BCS Case No. 3912445, because the Complainant has not experienced a significant change in circumstance as defined by Section 1403 of the Code. I.D. at 7.

Based on the forgoing, the ALJ dismissed the Complaint. I.D. at 7.

D. Exceptions and Reply Exceptions

The Complainant's Exceptions¹⁰ consist of a one-page document in which she acknowledges the receipt of the Initial Decision in this matter and claims that the Pennsylvania Homeowners Assistance Fund had denied her requested relief. The Complainant also explains that she appealed the decision by the Pennsylvania Homeowners Assistance Fund, but was denied again. Exc. at 1.

¹⁰ We acknowledge that the format of the Complainant's Exceptions does not strictly comply with Section 5.533(b) of our Regulations, which requires that each exception be numbered, identify the finding of fact and conclusions of law to which exception is taken, and cite to the relevant pages of the Initial Decision. 52 Pa. Code § 5.533(b). Nevertheless, recognizing that the Complainant is appearing *pro se*, we will accept the Exceptions as filed, pursuant to Section 1.2(a) and (d) of our Regulations, and consider the merits. *See, e.g., Destefano v. Peoples Natural Gas Company*, 56 Pa. P.U.C. 489 (1982); *Halpern v. The Bell Telephone Company of Pennsylvania*, Docket No. C-00923950 (Order entered October 19, 1992); *William Schlinder v. The Bell Telephone Company of Pennsylvania*, Docket No. F-00161252 (Order entered March 26, 1993).

In its Reply to Exceptions, Met-Ed responds that the Commission should affirm the Initial Decision in this matter in its entirety and sustain the dismissal of the Complaint for the Complainant's failure to carry the burden of proof that she is entitled to a subsequent Commission-issued PAR under the Code. R. Exc. at 2. The Respondent counters that the Complainant's Exceptions do not address or raise any disagreement with the Findings of Fact or Conclusions of Law in the Initial Decision. In addition, Met-Ed submits that the Complainant's denial of assistance from the Pennsylvania Homeowners Assistance Fund is not relevant to the Complainant's request for a subsequent Commission-issued PAR in this instant proceeding. *Id.* at 3.

Met-Ed further argues that the Complainant's gross monthly household income has doubled since she defaulted on her 2023 Commission-issued PAR, barring her from a subsequent Commission-issued PAR. R. Exc. at 3 (citing 66 Pa.C.S. § 1405(d)). Met-Ed urges the Commission to deny the Exceptions of the Complainant and adopt the Initial Decision, without modification, and dismiss, with prejudice, the Complaint in this matter. R. Exc. at 4.

E. Disposition

Based upon the record in this proceeding and our review of the Parties' Exceptions and Replies, we agree with the ALJ that the Complainant did not sustain her burden of proof that Met-Ed violated any provision of the Code or any Commission rule, regulation, or policy. We also agree with the ALJ that the Complainant failed to prove that she was entitled to an extension or reinstatement of the prior BCS-issued PAR in accordance with Chapter 14 of the Code. 66 Pa.C.S. §§1401, *et seq.*

The evidence presented by the Respondent in this proceeding clearly proves that the Complainant has defaulted on several PARs established from March 2021 through August 2023 by both the Commission and the Company. In accordance with

Section 1405(e), the ALJ found that the statute provides the Commission with the authority to reinstate or extend a PAR, when a customer has defaulted on a previous Commission-issued PAR, in the event that the customer has experienced a “significant change in circumstance.” As noted, *supra*, Section 1403 of the Code provides that a significant change in circumstance must be experienced by customers with a gross monthly household income less than 300% of the Federal poverty level and those circumstances can include the onset of a chronic or acute illness resulting in a significant loss in the customer's household income; catastrophic damage to the customer's residence resulting in a significant net cost to the customer’s household; a loss of the customer’s residence; or an increase in the customer’s number of dependents in the household. 66 Pa.C.S. § 1405(e) and § 1403. However, as stated by the ALJ in this proceeding, the Complainant did not produce any evidence that the household suffered a significant loss in income due to illness. I.D. at 7.

Rather, ALJ Haas found that the record evidence demonstrated that there had been a significant *increase* in the gross monthly household income, placing Ms. Zorbaugh above 300% of the Federal poverty level, and that the Complainant did not produce any evidence of catastrophic damage to or loss of her residence. *Id.* Based on the applicable statutory provisions and the record evidence, we concur with the ALJ’s finding that the increase in household occupants at the service address does not result in a significant change in circumstance warranting the issuance of an additional PAR. Thus, we affirm the ALJ’s determination that the Commission is barred from extending or reinstating the prior BCS-issued PAR in compliance with Chapter 14 of the Code. 66 Pa. C.S. §§1401 *et seq.*

We also agree with the ALJ’s determination that the Complainant did not sustain her burden of proof that she is entitled to her requested relief. As the record demonstrates, the Complainant stated that she was aware that she owes Met-Ed for the outstanding balance on her electric bill. Tr. at 10, 16. The Complainant further clarified

that she is not disputing any of the charges on her electric bill, but is only requesting an affordable PAR from Met-Ed or the Commission. Tr. at 10-11. As stated previously, pursuant to Section 332(a) of the Code, the proponent of a rule or order, bears the burden of proof, 66 Pa.C.S. § 332(a), and must establish a sufficient case that Met-Ed is responsible for the problem described in the Complaint. *See Patterson*. This showing must be by a preponderance of the evidence. *See Lansberry*. This standard requires the Complainant's evidence to be more convincing, by even the smallest amount, than evidence presented by Met-Ed. *See Se-Ling Hosiery*. With only the Complainant's testimony, and with no other evidence to consider, we must concur with the ALJ's ruling that the Complainant has failed to meet her burden of proof to demonstrate that she is entitled to the requested relief.

Further, we are not compelled to grant the Complainant's Exceptions in this matter, as Chapter 14 prevents us from granting the requested relief. In addition, Public Utility law requires that a public utility is entitled to receive payment for the service it provides. *Scaccia v. West Penn Power Co.*, 55 Pa. PUC 637 (1982). A public utility has the right to bill and receive payment for utility service rendered. 66 Pa.C.S. § 1303, *Neal v. Philadelphia Gas Works*, Docket No. Z-00971874 (Order entered January 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa. PUC 213 (1990). We strongly encourage the Complainant to make payments on her electric bill and to address the significant arrearages on her account.

In light of the above, we find that the ALJ properly weighed the evidence and testimony presented in this proceeding to conclude that the Complainant failed to carry her burden of proof on the Complaint and, therefore, dismissal of the Complaint was appropriate. Accordingly, we shall deny the Complainant's Exceptions and adopt the Initial Decision.

III. Conclusion

Based on our review of the record in this proceeding, we shall deny the Exceptions of Vicky Zorbaugh, adopt the ALJ's Initial Decision, and dismiss the Complaint, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Vicky Zorbaugh, filed on July 18, 2024, at Docket No. C-2023-3044245, to the Initial Decision of Administrative Law Judge Steven K. Haas, issued on July 1, 2024, are denied, consistent with this Opinion and Order.
2. That the Initial Decision of Administrative Law Judge Steven K. Haas, issued on July 1, 2024, is adopted.
3. That the Formal Complaint filed by Vicky Zorbaugh, on November 15, 2023, against Metropolitan Edison Company, at Docket No. C-2023-3044245, is dismissed, consistent with this Opinion and Order.

4. That this proceeding be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Rosemary Chiavetta". The signature is written in a cursive, flowing style.

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: November 7, 2024

ORDER ENTERED: November 7, 2024