

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Dennis DeJesus	:	
	:	
v.	:	C-2024-3049709
	:	
FirstEnergy Pennsylvania Electric Company	:	

**INITIAL DECISION**

Before  
Gail M. Chiodo  
Administrative Law Judge

**INTRODUCTION**

This decision denies the Formal Complaint of an electric service customer. The customer did not meet his burden of proof under the Public Utility Code or Commission regulations that he is eligible for a second or subsequent Commission payment arrangement or for a reinstatement and extension of his prior one.

**HISTORY OF THE PROCEEDING**

On June 6, 2024, Dennis DeJesus (Complainant) filed a Formal Complaint (Complaint) against FirstEnergy Pennsylvania Electric Company (FirstEnergy, Respondent or Company) with the Pennsylvania Public Utility Commission (PUC or Commission). Mr. DeJesus is served by the Company’s Metropolitan Edison (Met-Ed) Rate District. In his Complaint, Mr. DeJesus avers that the Company is threatening to shut off his service or has

already shut off his service. As relief, Mr. DeJesus requests that the Commission payment arrangement he received in 2020 be extended or “redone.” (Complaint ¶ 5).

On July 15, 2024, the Company timely filed an Answer. In its Answer, FirstEnergy admits that it issued a 10-day termination notice in May 2024, for an outstanding balance over \$8,400, but avers that any termination activity was stayed upon the receipt of the Complaint. The Company denies that the Complainant is eligible for another Commission payment arrangement, or an extension of his prior one. As relief, the Company requests that the Complaint be dismissed or denied in its entirety.

On July 29, 2024, a Hearing Notice was issued scheduling a hearing on October 24, 2024, and assigning Special Agent (SA) Michael Mroczka as the presiding officer. On September 10, 2024, the SA’s Prehearing Order was issued which addressed the procedures that would apply to the hearing.

On September 26, 2024, a Judge Change Notice was issued reassigning this matter to me as the presiding officer, and the October 24, 2024 hearing date remained the same. On September 30, 2024, my Amended Prehearing Order was issued.

Upon the unopposed informal request of the Complainant, the October 24, 2024 hearing was continued and rescheduled for December 5, 2024. (Tr. at 8). A Hearing Notice dated October 21, 2024, was issued consistent with the rescheduled hearing date.

On December 5, 2024, a telephonic evidentiary hearing was held. The Complainant represented himself and testified on his own behalf. Mr. DeJesus did not offer any exhibits for the record. The Company was represented by Daniel A. Garcia,

Esquire. The Company presented the testimony of one witness who sponsored seven exhibits, which were all admitted into the record. They are:

- FE Exhibit 1 – Detailed 24-month Statement of Account  
(as updated at Tr. 23-24).
- FE Exhibit 2 – PCAP and Payment Arrangement History
- FE Exhibit 3 – BCS No. 3715668 Report, closed 3/2/2020
- FE Exhibit 4 – BCS No. 3828294 Report, closed 5/13/2020
- FE Exhibit 5 – BCS No. 3917324 Report, closed 10/27/2023
- FE Exhibit 6 – BCS No. 3997051 Report, closed 9/18/2024
- FE Exhibit 8 – Customer contacts (Oct. 2020 – Oct. 2024)

On December 20, 2024, a 41-page hearing transcript was filed with the Commission, and the record closed on that date.

### FINDINGS OF FACT

1. The Complainant is Dennis DeJesus, a residential electric service customer. (Tr. at 20).
  
2. The Respondent is FirstEnergy Pennsylvania Electric Company, Metropolitan Edison Rate District, a PUC jurisdictional public utility.
  
3. On November 22, 2016, service was established for the Complainant by the Company. (Tr. at 20).
  
4. On December 7, 2016, the Complainant was enrolled in the Company's Customer Assistance Program (CAP) and was removed on November 6, 2017. (Tr. at 25; Met-Ed Exhibit 2).

5. On March 2, 2020, as a result of the Complainant's informal complaint, the Bureau of Consumer Services (BCS), in BCS No. 3715668, granted Mr. DeJesus a payment arrangement (PAR) (2020 BCS PAR). (Tr. at 27-28; Met-Ed Exhibit 3).

6. The terms of the 2020 BCS PAR called for a total monthly payment of \$279, which was comprised of the then-budget billing amount of \$224 per month plus \$55 towards arrears, beginning with the April 2020 bill due date, and late payment charges were waived. (Tr. at 27-28; Met-Ed Exhibit 3).

7. The 2020 BCS PAR was based upon the Complainant's reported household size of seven individuals, consisting of two adults and five minor children; and the Complainant's gross monthly household income of \$3,750. (Tr. at 27; Met-Ed Exhibit 3).

8. The Complainant defaulted on the 2020 BCS PAR due to nonpayment and it has not been satisfied. (Tr. at 26; Met-Ed Exhibit 3).

9. On April 29, 2021, the Company issued the Complainant a payment arrangement during the COVID-19 pandemic pursuant to the Commission's directive in *Public Utility Service Termination Moratorium*, Dkt. No. M-2020-3019244 (Order entered Mar. 26, 2020, as modified by Orders entered Oct. 13, 2020 and Mar. 18, 2021).<sup>1</sup> (2021 COMPANY COVID PAR). (Tr. at 26; Met-Ed Exhibit 2).

10. The terms of the 2021 COMPANY COVID PAR called for a total consisting of the then-budget billing plus \$105 towards arrears, beginning May 27, 2021, and was based on a balance of \$6,307.54. (Tr. at 26; Met-Ed Exhibit 2).

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<sup>1</sup> The March 18, 2021 Order required, until December 31, 2021, public utilities to offer a payment arrangement to residential customers with certain minimum repayment terms based on where the customer's income fell on the Federal poverty guidelines. *See* M-2020-3019244 (Order entered Mar. 18, 2021).

11. The 2021 COMPANY COVID PAR was based upon the Complainant's gross monthly household income of \$1,200. (Tr. at 27; Met-Ed Exhibit 2).

12. The Complainant defaulted on the 2021 COMPANY COVID-PAR for nonpayment. (Tr. at 26; Met-Ed Exhibit 2).

13. On April 7, 2022, as the result of the Complainant's informal complaint, the BCS opened BCS No. 3828294 in which the Complainant requested a new Commission payment arrangement; and on May 13, 2022, the BCS denied the request because the Complainant did not satisfy the prior 2020 BCS PAR. (Tr. at 29; Met-Ed Exhibit 4).

14. Sometime in February 2023, the Complainant's wife had major surgery. (Tr. at 10, 13).

15. The Complainant did not experience any loss of income due to his wife's surgery in February 2023. (Tr. at 13).

16. The Complainant's current household size totals seven individuals consisting of himself, his wife, and five minor children. (Tr. at 11-12).

17. The Complainant's current gross monthly household income is \$7,692. (Tr. at 12).

18. At the time of the hearing, the Complainant's electric service was on at his residence in Mohrsville, Pennsylvania (service location) and the balance was \$10,315.90. (Met-Ed Exhibit 5, as revised by Tr. at 23-24).

## DISCUSSION

### Burden of Proof

As the party seeking affirmative relief from the Commission, a complainant has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). 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 and that the offense is a violation of the Public Utility Code, the Commission's regulations, or order. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. P.U.C. 196 (1990); 66 Pa.C.S. § 701.

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 customer shifts to the company. If the evidence presented by the company is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the company. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982) (*Burleson*). While the burden of going forward with the evidence 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. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*).

Additionally, any decision of the Commission 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. 2 Pa.C.S. § 704; *Norfolk & W. Ry. Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980).

Therefore, Mr. DeJesus, as the party seeking relief, bears the burden of proof in this proceeding.

### Payment arrangement

For approximately the past twenty years, Chapter 14 of the Code, the Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419 (Chapter 14 or Act), applied to customers seeking a Commission payment arrangement. However, Chapter 14 expired on December 31, 2024. Nonetheless, this decision will apply Chapter 14 for two reasons. First, the Complainant was filed, and the hearing was held, prior to the expiration of Chapter 14—i.e., on June 6, 2024, and December 5, 2024, respectively. Therefore, I find that applying Chapter 14 is appropriate under these circumstances.<sup>2</sup>

Second, applying Chapter 14 is consistent with the Commission’s guidance in its Statement of Policy addressing the anticipation of the sunset of Chapter 14 in *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Dkt. No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024). In this Policy Statement, the Commission explained that, pursuant to Commission regulations and to provide certainty to the utilities, consumers and all affected stakeholders, that the Commission will maintain the *status quo* and clarify that the principles provided in Section 1405(b) of the Code including the relevant definitions of “change in income” and “significant change in circumstance” as provided in Section 1403 of the Code will be maintained. Therefore,

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<sup>2</sup> See *Ghaderi v. St. Bd. of Osteopathic Med.*, 302 A.3d 240 (Pa. Cmwlth. 2023); *Miegoc v. W.C.A.B.*, 961 A.2d 269 (Pa. Cmwlth. 2008).

for all the reasons discussed at length in the Commission’s Statement of Policy, these Sections and definitions will apply to the instant matter.

While Chapter 14 provides that the PUC is authorized to establish payment arrangements between a public utility and customers, it must do so “within the limits established by [Chapter 14].” 66 Pa.C.S. § 1405(a). One of the limits established by Chapter 14 is the number of payment arrangements the Commission may issue. In general, the Act limits the Commission to grant only one payment arrangement unless there has been a “change of income.” Specifically, this limiting provision of Chapter 14 provides:

**(d) Number of payment arrangements.** — Absent a *change in income*, the [C]ommission 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 [C]ommission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

66 Pa.C.S. § 1405(d) (emphasis added).

Next, “change in income” is defined as “[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.” 66 Pa.C.S. § 1403 (definitions, “change of income”) (emphasis added). Additionally, “household income” is defined as, “[t]he combined gross income of all adults in a residential household who benefit from the public utility service.” 66 Pa.C.S. § 1403 (definition of “household income”).

In the instant case, Mr. DeJesus requests a second PUC payment arrangement since there is no dispute that Mr. DeJesus was granted a Commission-issued payment arrangement in 2020 and then defaulted on the 2020 BCS PAR. (Tr. at 26; Met-Ed Exhibit 3). There is also no dispute that Mr. DeJesus did not appeal from the 2020 BCS PAR decision. As the Commission explained, when a BCS decision is not timely appealed, “then the BCS payment arrangement becomes final and the complainant must prove a change in income to be awarded a different payment arrangement....” *Horinka v. Pa. Power Co.*, Dkt. No. C-2017-2582842, at 3 (Opinion and Order entered Aug. 4, 2017).

Pursuant to the definitions in Chapter 14, Mr. DeJesus has not experienced a “change in income.” A “change of income” requires the customer to show a decrease in household income since the prior Commission payment arrangement was issued. In the instant case, instead of showing a decrease of income, the evidence shows that Mr. DeJesus has experienced an increase in income. At the time of his 2020 BCS PAR, Mr. DeJesus reported a gross monthly household income of \$3,750. (Tr. at 29; Met-Ed Exhibit 3). At the time of the hearing, Mr. DeJesus testified that his gross monthly household income is \$7,692 – which is an increase from the prior period. (Tr. at 12).

Therefore, Mr. DeJesus is not eligible for another Commission payment arrangement. 66 Pa.C.S. § 1405(d).

Next, although the Complainant is not eligible for another Commission payment arrangement, Chapter 14 provides that the Commission may reinstate and extend a previously ordered payment arrangement in limited circumstances where the customer has defaulted on that payment arrangement. Specially, this provision provides:

**(e) Extension of payment arrangements.** — If the customer defaults on a payment arrangement . . . as a result

of a *significant change in circumstance*, the [C]ommission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

66 Pa.C.S. § 1405(e) (emphasis added).

Chapter 14 defines “significant change in circumstance” as a customer with an income less than 300% of the Federal poverty level, who experienced one of the following: (1) an onset of a chronic or acute illness resulting in a significant loss in the customer's household income; (2) a catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household; (3) a loss of the customer's residence, or (4) an increase in the customer's number of dependents in the household. 66 Pa.C.S. § 1403 (definition of “significant change in circumstance”).

Although the Complainant may qualify for this consideration since his household income is less than 300% of the Federal Poverty Guidelines,<sup>3</sup> the Complainant did not demonstrate a “significant change in circumstance.” There was no evidence that Complainant defaulted on his 2020 BCS PAR as the result of the onset of a chronic or acute illness, catastrophic damage to his residence, or loss of residence, and his household size has remained the same at seven individuals. 66 Pa.C.S. § 1403.

While Mr. DeJesus testified that the Complainant’s wife had major surgery in 2023 (after the 2020 BCS PAR), he also testified that he did not experience any loss of income due to his wife’s surgery in February 2023. Mr. DeJesus explained that he still received his income, and his wife, who was not employed prior to surgery, did not lose

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<sup>3</sup> Whether applying the 2024 Federal poverty guidelines (which were in effect at the time of the Complaint filing and hearing held) or the 2025 Federal poverty guidelines, (the year of this decision) the Complainant’s household income is less than 300%. *See* 89 Fed. Reg. 2961 (Jan. 17, 2024); 90 Fed. Reg. 5917 (Jan. 17, 2025).

any income. (Tr. at 13). I also acknowledge that Mr. DeJesus testified that he seeks a “redo” of his 2020 BCS PAR because he is in a “lot better spot financially, emotionally and just everything.” (Tr. at 11). However, I am constrained to deny Complainant’s request under the explicit limitations of Chapter 14, which clearly requires a nexus between an illness and a “significant loss in the customer’s household income.” 66 Pa.C.S. §§ 1403, 1405(e). The record evidence does not establish any such nexus.

Therefore, pursuant to the limitations of Chapter 14, Mr. DeJesus is not eligible for an extension and reinstatement of his 2020 BCS PAR.

### CONCLUSIONS OF LAW

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

2. The party seeking relief from the Commission has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

3. The Responsible Utility Customer Protection Act applies to this proceeding. 66 Pa.C.S. §§ 1401–1419; *Sunset of Chapter 14, Title 66 of the Pa. Pub. Util. Code*, Dkt. No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

4. The Commission is authorized to establish a payment arrangement between a public utility and a customer. 66 Pa.C.S. § 1405(a); *Sunset of Chapter 14, Title 66 of the Pa. PUC*, Dkt. No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

5. 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. 66 Pa.C.S. § 1405(d).

6. If the customer defaults on a payment arrangement established under section 1405 subsections (a) and (b) of Chapter 14 as a result of a significant change in circumstance, the Commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. 66 Pa.C.S. § 1405(e).

7. The Complainant has failed to carry his burden of proving that he is eligible for a second or subsequent Commission-issued payment arrangement or an extension of his prior Commission-issued payment arrangement.

### ORDER

THEREFORE,

IT IS ORDERED:

1. That, after hearing held, the Formal Complaint filed by Dennis DeJesus against FirstEnergy Pennsylvania Electric Company at Docket No. C-2024-3049709 is denied.

2. That the docket at Docket No. C-2024-3049709 be marked closed.

Dated: March 20, 2025

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/s/  
Gail M. Chiodo  
Administrative Law Judge