

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Clark O'Donnell	:	
	:	
v.	:	F-2025-3054625
	:	
FirstEnergy Pennsylvania Electric Company	:	

**INITIAL DECISION**

Before  
Mary D. Long  
Administrative Law Judge

**INTRODUCTION**

A complaint by a utility customer is dismissed because he failed to prove that the utility violated any statute, regulation or order that the Commission has jurisdiction to enforce.

**HISTORY OF THE PROCEEDING**

On April 14, 2025, Clark O'Donnell (Complainant) filed a formal complaint<sup>1</sup> against FirstEnergy Pennsylvania Electric Company (FirstEnergy or Respondent) alleging that the company was threatening to terminate his service and was

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<sup>1</sup> The formal complaint is a timely appeal from a determination of the Bureau of Consumer Services (BCS) at BCS No. 4037898, dated March 25, 2025, which denied the Complainant's informal complaint. A timely BCS appeal is subject to de novo review. 52 Pa. Code § 56.173(a).

holding him responsible for charges in the name of Jean O'Donnell. He wanted the Commission to direct the Respondent to refund money that he paid on the account under threat of termination. He also alleged that Respondent refused to provide reasonable accommodation for his disability by ensuring that all communication with him is conducted by email. He contended that telephone communication is not accessible to him. The Complainant also requested that any hearings or interactions related to his complaint be conducted through email correspondence or written documentation.

The Respondent filed an Answer and New Matter on May 7, 2025, which denied that there were incorrect charges on the bill. The Respondent also averred that the customer of record at the service address is Jean O'Donnell. The Respondent also admitted that it issued a termination notice for the unpaid balance on the account.

The Complainant filed a Reply to New Matter wherein he admitted that he resided at the service address for the past ten years. He further averred that he cannot qualify for customer assistance programs because the Respondent will not place the electricity service in his name. The Complainant went on to describe his dispute with the Respondent in further detail.

By hearing notice dated June 2, 2025, a hearing by telephone was scheduled for July 29, 2025. A prehearing order was also issued on June 2, 2025.

Upon review of the complaint, I issued an order on June 9, 2025, directing the Complainant to provide specific information documenting his disability as well as the specific accommodation he sought. The parties were directed to confer and notify me whether they were able to agree on a procedure for the conduct of the hearing.

By email dated June 16, 2025, the Complainant provided documentation in support of his request for an accommodation by conducting the hearing in writing. On

June 17, 2025, counsel for FirstEnergy reported that she had consulted with the Complainant and that the parties agreed to submit written testimony of factual witnesses in lieu of participating in a telephonic hearing. Respondent also advised that the parties have agreed to waive any cross-examination of those witnesses, obviating the need for a telephonic hearing to be scheduled and that the parties agree that under this arrangement, any objections would be handled through written objections or motions to strike testimony. Accordingly, on June 18, 2025, I issued an interim order cancelling the July 29, 2025, hearing and providing the parties with a schedule for the submission of written testimony and a procedure for objections.

The Complainant served his own Direct Testimony on July 1, 2025. The Respondent served the Direct Testimony of Charles Howlett and Rachel Sukhu on July 21, 2025. The Complainant served Responsive Testimony on August 11, 2025.

The Respondent filed a Motion to Strike Portions of Complainant's Written Testimony on August 18, 2025. The Complainant filed an Answer in Opposition to Respondent's Motion to Strike on August 25, 2025. The Complainant did not file any objections or motion related to the Respondent's written testimony.

By interim order on August 27, 2025, I granted in part and denied in part the Respondent's Motion to Strike and admitted written testimony into the record. That order also directed the parties to file the admitted written testimony with the Commission's Secretary's Bureau on or before September 10, 2025. Both parties timely filed the admitted evidence as instructed, and the record closed by order dated September 12, 2025.

## FINDINGS OF FACT

1. The Complainant is Clark O'Donnell who resides at 865 Little Deer Creek Valley Road, Russelton, Pennsylvania (Service Address). Written Testimony of Clark O'Donnell (WTCO) at 2.

2. The Complainant has resided at the Service Address for over ten years. WTCO at 2.

3. The Complainant suffers from a disability which substantially limits his ability to communicate by telephone. WTCO at 2.

4. The Complainant is able to communicate in writing by email. WTCO at 2.

5. Since April 2012, the electric account for the Service Address is in the name of Jean O'Donnell, the Complainant's mother. FE St. 1 at 8; Ex. CH-5; WTCO at 2.

6. Jean O'Donnell has two active service accounts in her name: one account for the Service Address and a second account for the residence next-door at 867 Little Deer Creek Valley Road. FE PA St. 1 at 7-8.

7. The mailing address for both of Jean O'Donnell's accounts is 867 Little Deer Creek Valley Road. FE PA St. 1 at 7-8; Ex. CH-5.

8. Jean O'Donnell has never resided at the Service Address. WTCO at 2.

9. In March 2021, the Complainant was listed as an authorized contact for the Service Address account. Ex. CH-6 at 34.

10. The Complainant has made payments on the account from his own income for the last five years. WTCO at 2; see Ex. CH-6.

11. On November 12, 2024, the Complainant contacted the Respondent by email<sup>2</sup> to request assistance in paying the bill. Ex. CH-6 at 18

12. The Respondent responded by email and provided a telephone number for the Respondent's credit department. Ex. CH-6 at 18-19.

13. The Complainant responded that he could not communicate by telephone. Ex. CH-6 at 17.

14. The Respondent informed him on November 13, 2024, that to set up an installment plan he would have to speak to Customer Care by telephone. Ex. CH-6 at 17.

15. The Respondent's customer contact records indicate that Jean O'Donnell spoke with customer service on November 13, 2024, and November 21, 2024. Ex. CH-6 at 16-17.

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<sup>2</sup> It is not clear from the customer contacts whether the text from the Complainant was received by email, through the Respondent's website or by some other electronic means. For ease of reference, these contacts will be characterized as "email." See Complainant's Ex. B.

16. On November 21, 2024, the Complainant again emailed the Respondent stating that he had not received any communication regarding his request for assistance. CH-6 at 16.

17. In response to the Complainant's November 21, 2024, email, customer service notified him that a call was made to customer service on November 21, 2024, and a payment plan was discussed. Ex. CH-6 at 16.

18. The Complainant emailed the Respondent on December 6, 2024, and customer service again notified him that a call was made to customer service on November 21, 2024, and a payment plan was discussed. Ex. CH-6 at 15-16.

19. The Respondent's customer contact records indicate that the Respondent spoke with Jean O'Donnell on December 9, 2024. Ex. CH-6 at 15.

20. The Complainant emailed the Respondent on December 9, 2024, and he was informed that Jean O'Donnell had discussed a payment plan with customer service on November 21, 2024; the customer service again also provided the Complainant with a website address for assistance programs. Ex. CH-6 at 15.

21. On December 10, 2024, the Complainant emailed the Respondent requesting a payment plan. Ex. CH-6 at 14.

22. In response to the Complainant's December 10, 2024, email, the Respondent stated that the Complainant's relation to the account holder, Jean O'Donnell, would have to be verified. Ex. CH-6 at 14-15.

23. On December 12, 2024, the Complainant emailed the Respondent claiming that the company refused to put the account in his name until the account was paid off, and that he was not responsible for those charges. Ex. CH-6 at 14.

24. On December 18, 2024, the Complainant and the Respondent discussed the Complainant's statement that he had been "denied assistance." Ex. CH-6 at 14.

25. On December 23, 2024, the Complainant emailed the Respondent repeating that he had been turned down for assistance and stating that the resources provided by the Respondent required telephone calls. Ex. CH-6 at 13.

26. On December 23, 2024, the Respondent's customer contact records indicate that the Respondent spoke with Jean O'Donnell. Ex. CH-6 at 13.

27. On December 26, 2024, the Complainant emailed the Respondent asking when the account for the Service Address can be placed in his name. Ex. CH-6 at 12.

28. The Respondent responded to the Complainant's December 26, 2024 email, that he could not establish service in his name through the online service, but would need to speak to the Application Team or ask a family member to telephone on his behalf. Ex. CH-6 at 12-13.

29. The Respondent's customer contact records indicate that Respondent spoke with Jean O'Donnell on January 2, 2025. Ex. CH-6 at 12.

30. The Complainant emailed the Respondent on January 7, 2025, again stating that he could not communicate by telephone due to his disability. Ex. CH-6 at 11-12.

31. In response to the Complainant's January 7, 2025, email, the Respondent noted that there have been multiple telephone calls regarding the account, and due to the complexity of the account history and the need for verification, the Complainant would need to speak with Customer Care directly. Ex. CH-6 at 12.

32. On January 10, 2025, the Complainant notified the Respondent that he had filed a complaint with the Commission, requested a payment arrangement, and inquired why the account remained in his mother's name when he was paying the bills. Ex. CH-6 at 10.

33. In response to the Complainant's January 10, 2025, email, the Respondent provided the Complainant with a web address to submit an application for service along with two forms of identification. Ex. CH-6 at 11.

34. The Complainant and the Respondent exchanged similar emails later on January 10, 2025, and January 13, 2025. Ex. CH-6 at 8-10.

35. On January 13, 2025, the Respondent notified the Complainant that when he successfully created an account in his name, the account in Jean O'Donnell's name at the Service address would be closed and the unpaid balance would be transferred to Jean O'Donnell's concurrent account at 867 Little Deer Creek Valley Road. FE PA St. 1 at 9-10; Ex. CH-6; see also FE PA St. 2 at 4, 5.

36. The Complainant applied for service in his name at the Service Address on January 16, 2025. FE PA St. 1 at 4; Ex. CH-2.

37. An applicant for service must provide the company with a name, social security number and date of birth. FE PA St. 2 at 2.

38. This information can be provided by telephone or on the Respondent's website. FE PA St. 2 at 2.

39. The Respondent transmits the information provided by the applicant to Experian, an outside information services company who provides data and analytical tools to the Respondent to manage credit risk, and to prevent fraud and identity theft. FE PA St. 2 at 2.

40. Experian verifies the name and legal age of the applicant and creditworthiness of an applicant for security deposit purposes. FE PA St. 2 at 2.

41. If Experian does not verify the identity and legal age of the applicant, the Respondent sends a denial letter to the applicant advising that the application was denied and describes the information that the applicant can supply to the Respondent to cure the application. FE PA St. 2 at 2.

42. The denial letter also explains the process for the assessment of a security deposit, and the circumstances where a security deposit may be waived. FE PA St. 2 at 2-3.

43. The denial letter also provides the applicant with the website and phone number for the Dollar Energy Fund, the administrator of the Respondent's customer assistance program. FE PA St. 2 at 2-3; Ex. RS-1.

44. Following the email exchange between the Complainant and the Respondent on January 13, 2025, Rachel N. Sukhu, a Supervisor in the Call Center for

the Advance Move-In Team, processed the Complainant's application for service. FE St. 2 at 3; Ex. CH-2; CH-6 at 7-8.

45. On January 16, 2025, the Complainant's application for service was denied because Experian could not verify the name and legal age of the Complainant. FE PA St. 1 at 4; FE St. 2 at 3; Exh RS-1.

46. The January 16, 2025, Denial Letter notified the Complainant that he must provide additional documentation to confirm his identity and pay a security deposit in the amount of \$376. Exs. RS-1, RS-2.

47. The January 16, 2025, Denial Letter also notified the Complainant that the Respondent would waive the security deposit if he contacted the Dollar Energy Fund by telephone or by the website to confirm that he was eligible for the company's customer assistance program (CAP). FE PA St. 2 at 3-4; Ex. RS-1.

48. The Complainant must confirm that his income is at or below 150% of the Federal Poverty Level before the Respondent can waive the requirement for a security deposit. FE PA St. 2 at 5-6.

49. To date, service has not been established at the Service Address in the Complainant's name because he did not provide the required proof of identity to the Respondent. FE PA St. 2 at 5.

50. On June 9, 2025, the Respondent issued a 10-day termination notice to Jean O'Donnell because of delinquent charges that had accrued at the Service Address after the Complainant filed a formal complaint. FE St. 1 at 10; Exh CH-7.

51. The Complainant participates in Medical Assistance for Workers with Disabilities (MAWD). WTCO at 3.

52. The Respondent has conducted a substantial amount of communication with the Complainant by email. Exh. CH-2; CH-6.

### DISCUSSION

Section 701 of the Public Utility Code provides that any person may complain, in writing, about anything done or not done by a public utility which violates any Commission statute, regulation, or order.<sup>3</sup> A person who wants the Commission to do something to resolve their complaint has the burden of proof.<sup>4</sup>

In this matter, the Complainant is the party asking for relief from the Commission; therefore, the Complainant has the burden of proof. This means, that the Complainant must present facts which support the claims in the complaint and show that the Respondent violated the Public Utility Code, a regulation or Commission order by a preponderance of the evidence.<sup>5</sup> The term “preponderance of the evidence” means one party must present evidence which is more convincing, by even the smallest amount, than the evidence presented by the other party.<sup>6</sup>

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<sup>3</sup> 66 Pa.C.S. § 701.

<sup>4</sup> 66 Pa.C.S. § 332(a).

<sup>5</sup> *Popowsky v. Pa. Pub. Util. Comm’n*, 937 A.2d 1040 (Pa. 2007) (*Popowsky*); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

<sup>6</sup> *Popowsky*.

ADA Claim

The Complainant contends that the Respondent violated the Americans with Disabilities Act (ADA)<sup>7</sup> by requiring him to communicate with the Respondent by telephone. According to the Complainant, the Respondent refused to communicate with him by email for four years and insisted that certain actions require telephone conversations.<sup>8</sup>

The Respondent argues that the Commission does not have jurisdiction to enforce the ADA. In the Respondent's view, it has rendered reasonable customer service to the Complainant, including communicating with him by email.

In every case coming before it, the Commission must decide initially whether it has jurisdiction over the parties and the subject matter of the dispute. The Commission must act within and cannot exceed its jurisdiction.<sup>9</sup> Jurisdiction may not be conferred by the parties where none exists.<sup>10</sup> Indeed, subject matter jurisdiction is a prerequisite to the exercise of the power to decide a controversy.<sup>11</sup>

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<sup>7</sup> The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. It also mandates the establishment of TDD/telephone relay services. The current text of the ADA includes changes made by the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009. The ADA is published in the United States Code. The Federal Communications Commission is the federal agency regulating telephone relay services.

<sup>8</sup> WTCO at 3.

<sup>9</sup> *City of Pittsburgh v. Pa. Pub. Util. Comm'n*, 43 A.2d 348 (Pa. Cmwlth. 1945).

<sup>10</sup> *Roberts v. Matorano*, 235 A.2d 602 (Pa. 1967).

<sup>11</sup> *Hughes v. Pa. State Police*, 619 A.2d 390 (Pa. Cmwlth. 1992).

Disputes regarding the enforcement of the ADA are within the purview of the federal courts, not the Commission. The Commission has repeatedly held that it has no jurisdiction to hear claims regarding the ADA or whether a person has a disability as that term is defined by the ADA.<sup>12</sup> Therefore, the Complainant's claims that the Respondent violated the ADA or any of the Complainant's rights conferred by the ADA are dismissed. The Complainant must seek resolution of those claims before a different tribunal.

However, the Commission does have the authority to determine whether the Respondent complied with Section 1501 of the Public Utility Code.<sup>13</sup> Section 1501 requires that a public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities. However, public utilities are not required to provide "perfect service."<sup>14</sup> The Commonwealth Court has emphasized that the standard for evaluating utility service is that of reasonableness.<sup>15</sup> Upon finding that the service or facilities of a public utility are unreasonable, unsafe or inadequate, the Commission may direct the utility to remediate its service.<sup>16</sup>

The definition of "service" in Section 102 of the Public Utility Code,<sup>17</sup> clearly indicates that a utility's service is not confined to the distribution of energy, but includes "any and all acts" related to that function.<sup>18</sup> Therefore, the requirement to

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<sup>12</sup> See *Mousios v. Metro. Edison Co.*, Docket No. C-2019-3007989 (Opinion and Order entered Apr. 24, 2025), and the cases cited therein.

<sup>13</sup> 66 Pa.C.S. § 1501 (Section 1501).

<sup>14</sup> *Rounce v. PECO Energy Co.*, Docket No. C-2015-2506941 (Opinion and Order entered Dec. 9, 2016); *Bertsch v. PPL Elec. Utils. Corp.*, Docket No. C-2011-2251784 (Final Order entered Apr. 2, 2012).

<sup>15</sup> *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947 (Pa. Cmwlth. 1984).

<sup>16</sup> 66 Pa.C.S. § 1505.

<sup>17</sup> 66 Pa.C.S. § 102.

<sup>18</sup> *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 578 A.2d 75, 77 (Pa. Cmwlth. 1990).

provide reasonable service includes reasonable customer service.<sup>19</sup> The “unreasonable service” standard does not require perfect service to the individual subjective expectations of each and every customer. Rather, an objective “reasonable person” standard is inferred.<sup>20</sup>

The account for the Complainant’s Service Address has been in the name of the Complainant’s mother, Jean O’Donnell, since 2012. The Respondent’s customer contacts show that sometimes Jean O’Donnell contacted the Respondent to discuss the account and sometimes the Complainant contacted the Respondent by email to discuss the account. There are instances in this record where the customer service representative suggested that the Complainant communicate by telephone to discuss the account, or that the Complainant asks a family member to make telephone calls for him.<sup>21</sup>

The Commission’s decision in *Harper* is instructive. In *Harper*, the complainant suffered from post-traumatic stress disorder (PTSD). In his complaint he argued that his electric provider, PPL, violated the ADA because he requested that PPL not contact him by telephone because it triggered his PTSD. The Commission held that although the Commission had no jurisdiction to enforce the ADA, it could consider PPL’s practice of telephoning the complainant under Section 1501.

In *Harper*, the Commission held that there was no violation of Section 1501. Although PPL admitted to telephoning the complainant, PPL subsequently corrected the complainant’s file to remove his telephone number. The Commission found that the company corrected the complainant’s file to remove his telephone number and

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<sup>19</sup> *E.g., Bornside v. The Pittsburgh Water and Sewer Auth.*, Docket No. C-2023-3044525 (Opinion and Order entered Apr. 10, 2025).

<sup>20</sup> *Harper v. PPL Elec. Utils. Corp.*, Docket No. F-2014-2422449 (Final Order entered Mar. 12, 2015)(*Harper*).

<sup>21</sup> *See Ex. CH-6 at 11-13.*

provided other methods for communication. Specifically, the Commission noted that PPL's mistake or misunderstanding regarding the complainant's aversion to communicating by telephone was not unreasonable service.

On the whole, it appears that the Respondent conducted a significant amount of communication with the Complainant in writing, including information directing him to resources for assistance in paying the bill. For example, following the email exchange between the Complainant and the Respondent on January 13, 2025, Rachel N. Sukhu processed the Complainant's application for service without verification by telephone. Although the Complainant's application was denied, he received that notification in writing.

Ms. Sukhu testified that "there are certain situations in which the Company must speak to the Complainant, i.e., a request for a Company payment arrangement (PAR) when the account has a history of multiple defaulted PARs."<sup>22</sup> Ms. Sukhu did not explain the specific reason for this company policy.

However, there is no evidence that the Respondent refused to discuss a payment arrangement with the Complainant, no doubt due to the fact that the account for the Service Address was in the name of Jean O'Donnell. Indeed, the account remains in the name of Jean O'Donnell who did discuss a payment arrangement with the Respondent by contacting the company by telephone. The Respondent shared the requirements for a payment arrangement that were discussed with Jean O'Donnell in its written correspondence with the Complainant.

The communication history on this account is complex. Sometimes Jean O'Donnell spoke with customer service. Sometimes the Complainant communicated

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<sup>22</sup> FE St. 2 at 7.

with customer service in writing. Reviewing the communication history on the account as a whole, it is not always clear that the Complainant and Jean O'Donnell necessarily communicated with each other regarding the account at the Service Address. This dynamic seemed to be implicitly recognized by the Respondent's customer service representatives, when they requested to speak with the Complainant regarding the account in order to verify his identity and clarify conflicts between his communication and Jean O'Donnell's communication. The Respondent has no responsibility to broker communication between family members in what may be a dispute between those family members. Although the Complainant was an "authorized contact" for the account, it is the account holder who retains the responsibility and control for the management of the account. Therefore, I do not find that the Respondent rendered unreasonable customer service to the Complainant.

### Responsibility for Payment

The Complainant argues that the Respondent improperly required him to pay an "outstanding balance" before it would put service in the Complainant's name. He claims that the Respondent was holding him accountable for a "legacy" balance that was accrued by his grandmother. According to the Complainant, the Respondent "extorted" payment from him by requiring him to make payments in order to avoid the termination of service.

As noted above, the account for the Service Address was in the name of the Complainant's mother, Jean O'Donnell. It is axiomatic that a utility customer must pay for the utility service that he consumes.<sup>23</sup> If the Complainant had an agreement with his mother regarding payment for electricity service or if the Complainant believed that his

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<sup>23</sup> *E.g., Scaccia v. West Penn Power Co.*, 55 Pa. P.U.C. 637 (1982) (holding that a public utility is entitled to payment for services provided to customers).

mother was responsible for paying the electricity bill for the Service Address, that is a private issue between the Complainant and his mother, the customer of record.<sup>24</sup> There is no evidence that the Respondent failed to follow appropriate regulations by issuing termination notices when the account at the Service Address was in arrears.

Moreover, although the Complainant admits that he resided at the Service Address for the past ten years, the Respondent has agreed that it will not hold the Complainant responsible. The Complainant contends that the Respondent refused to put service in his name unless he paid an “inherited balance of over \$5,000.”<sup>25</sup> However, the Complainant does not provide any evidence that the Respondent refused to put the account in his name until the “inherited balance” was paid. The first reference to a request to put the account in his name in the record is in early 2025. At that point, the chief impediment to putting the account in his name appears to be the Complainant’s failure to provide documentation which would permit the Respondent to verify his identity, not any balance on Jean O’Donnell’s account for the Service Address.<sup>26</sup>

### Security Deposit Requirement

The Complaint contends that he should not be required to pay a security deposit in order to establish the account in his name at the Service Address. Specifically, he contends that his participation in MAWD demonstrates that he is eligible for the

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<sup>24</sup> *E.g. Swartley v. PECO Energy Co.*, Docket No. F-2013-2367019 (Act 294 Mar. 17, 2014)(a dispute between tenants regarding the payment of utility service is a private matter and not a dispute between an applicant for service and a public utility); *Kopf v. PECO Energy Co.*, Docket No. C-2012-2332993 (Opinion and Order entered June 13, 2013) (the Commission does not have jurisdiction over disputes concerning the financial responsibilities of private parties); *Corazzini v. UGI Penn Nat’l Gas Inc.*, Docket No. F-2009-2101282 (Opinion and Order entered July 16, 2010).

<sup>25</sup> WTCO at 3.

<sup>26</sup> The Complainant includes a copy of his driver’s license as an exhibit to his testimony, but there is no evidence that he provided the copy to the Respondent.

waiver of the security deposit as a low-income customer. The Complainant also argues that the Respondent improperly conditioned the waiver of a security deposit by requiring him to contact Dollar Energy Fund, because a utility “cannot restrict ‘confirmation’ [of eligibility] to an inaccessible, phone-centric process or outsource accessibility to a third-party vendor without providing an equally effective written alternative.”<sup>27</sup> The Complainant also contends that he made payments on the account for years which should be sufficient to establish his creditworthiness.

The Respondent states that the Complainant must contact the Dollar Energy Fund to establish that he is eligible for CAP before it will waive the security deposit requirement. According to the Respondent, the Dollar Energy Fund serves as administrator of the Respondent’s customer assistance program and verifies that a customer qualifies as a low-income customer.

The Commission’s regulations provide that a public utility shall not require a security deposit in three circumstances:

**§ 56.282. Credit standards.**

A public utility shall provide residential service without requiring a deposit when the applicant satisfies one of the following requirements:

(1) *Prior public utility payment history.* The applicant has been a recipient of public utility service of a similar type within a period of 24 consecutive months preceding the date of the application and was primarily responsible for payment for the service, so long as:

(i) The average periodic bill for the service was equal to at least 50% of that estimated for new service.

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<sup>27</sup> Responsive Written Testimony of Clark O’Donnell (RWTCO) at 7.

(ii) The service of the applicant was not terminated for nonpayment during the last 12 consecutive months of that prior service.

(iii) The applicant does not have an unpaid balance from that prior service.

(2) *Ownership of real property.* The applicant owns or has entered into an agreement to purchase real property located in the area served by the public utility or is renting the applicant's place of residence under a lease of 1 year or longer in duration, unless the applicant has an otherwise unsatisfactory credit history as a public utility customer within 2 years prior to the application for service.

(3) *Credit information.* The applicant provides information demonstrating that the applicant is not an unsatisfactory credit risk.

(i) The absence of prior credit history does not, of itself, indicate an unsatisfactory risk.

(ii) The public utility may request and consider information including:

(A) The name of the employer of the applicant.

(B) The place and length of employment.

(C) Residences during the previous 5 years.

(D) Letters of reference.

(E) Credit cards.

(F) Significant source of income other than from employment.

(iii) Public utilities shall take appropriate actions needed to ensure the privacy and confidentiality of identification information provided by their applicants and customers.<sup>[28]</sup>

The regulation also prohibits a public utility from requiring a cash deposit from an applicant who is eligible for CAP:

(4) *Cash deposit prohibition.* A public utility may not require a cash deposit from an applicant who is, based upon household income, confirmed to be eligible for a customer assistance program. An applicant is confirmed to be eligible for a customer assistance program by the public utility if the applicant provides income documents or other information attesting to his or her eligibility for State benefits based on household income eligibility requirements that are consistent with those of the public utility’s customer assistance programs.<sup>[29]</sup>

The Complainant did not offer any evidence that he had offered the Respondent any income information or that he was unable to communicate with the Dollar Energy Fund in writing. Indeed, the Complainant’s Exhibit B includes an email exchange with the Dollar Energy Fund in 2021. Those exchanges do not indicate that the Complainant must contact the Dollar Energy Fund by telephone in order to qualify for assistance, but that the Dollar Energy Fund could not qualify him for assistance because the account was not in his name. The Complainant did not offer any evidence that he attempted to contact the Dollar Energy Fund in connection with his January 2025 application for service.<sup>30</sup>

The Complainant argues that the Respondent should have accepted his MAWD card as proof of his low-income status. The Respondent does not accept participation in MAWD as proof that an applicant qualifies for CAP. Ms. Sukhu explained that according to the Pennsylvania Department of Human Services website, the Respondent’s CAP program uses a different income threshold than MAWD to define “low income” for the purposes of CAP and waiver of the security deposit requirement.

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<sup>29</sup> 52 Pa. Code § 56.282 (4).

<sup>30</sup> See FE St. 2 at 2 (noting that applicants can contact the Dollar Energy Fund via a website).

The Complainant does not dispute that the income threshold to qualify for MAWD is different than the income threshold to qualify for CAP. Therefore, the Respondent did not violate the Commission’s security deposit regulation by refusing to accept his participation in MAWD as proof of his eligibility for CAP.<sup>31</sup>

The Complainant also argues that the Respondent should have considered payments he made to the account as an adequate payment history. In support of his assertion, the Complainant includes screenshots which he claims show four payments that he made to the Respondent.

Four payments are not sufficient to establish a “prior public utility payment history” within the meaning of Section 56.282 (1).<sup>32</sup> First, it fails to demonstrate that he made payments for 24 consecutive months. Second, as discussed above, he was not “primarily responsible” for payment of the service.

Finally, the Complainant claims that he has been the co-owner of the Service Address since October 2023 and therefore is not required to pay a security deposit. However, the Complainant’s Exhibit J is incomplete and does not establish that the Complainant is the co-owner of the Service Address. Nor did he provide evidence that he had submitted the deed to the Respondent in support of his request to waive the security deposit pursuant to Section 56.282(2).<sup>33</sup>

In sum, the Complainant failed to prove that the Respondent violated Section 56.282 of the Commission’s regulations by seeking a security deposit as a condition of placing the account for the Service Address in his name.

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<sup>31</sup> 52 Pa. Code § 56.282 (4).

<sup>32</sup> 52 Pa. Code § 56.282 (1).

<sup>33</sup> 52 Pa. Code § 56.282 (2).

June 17, 2025, Termination Notice

The Complainant argues that the Respondent was not authorized to send a termination notice during pendency of dispute. According to the Complainant, the termination notice is further evidence of the Respondent's attempts to intimidate him.

On June 9, 2025, and June 17, 2025, the Respondent sent 10-day notices addressed to Jean O'Donnell because the account was past-due.<sup>34</sup> These notices were sent after the Complainant filed his formal complaint. In his testimony, Mr. Howlett points to the prehearing order as support for the Respondent's actions. The Complainant counters that the prehearing order is not controlling because the hearing associated with the prehearing order was cancelled.

I agree with the Complainant that the instructions in the prehearing order became a nullity when the litigation was converted to a proceeding in writing. However, the Commission's *regulations* require a customer to pay the "undisputed portions" of the bill even when a dispute is pending before the Commission:

**§ 56.141. Dispute procedures.**

A notice of dispute, including termination disputes, must proceed, according to this section:

(1) *Attempted resolution.* If, at any time prior to the actual termination of service, a customer advises the public utility that the customer disputes any matter covered by this chapter, including, but not limited to, credit determinations, deposit requirements, the accuracy of public utility metering or billing or the proper party to be charged, the public utility shall attempt to resolve the dispute in accordance with § 56.151 (relating to general rule).

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<sup>34</sup> Complainant's Ex. D (emailed version); see also Ex. CH-7 (emailed version).

(2) *Termination stayed.* Except as otherwise provided in this chapter, when a termination dispute or complaint has been properly filed in accordance with this subchapter, termination shall be prohibited until resolution of the dispute or complaint. ***However, the disputing party shall pay undisputed portions of the bill.***<sup>35]</sup>

The filing of a formal complaint does not excuse a customer from making payments to maintain service for usage that is not included in the customer's dispute. Moreover, the termination notice was directed to the customer of record for the Service Address, Jean O'Donnell. The Complainant did not prove that the June 9, 2025, or June 17, 2025, termination notice addressed to the customer of record for the Service Address was in violation of the Commission's regulations or represents an attempt to intimidate the Complainant. As noted above, whatever arrangement the Complainant may have had with his mother regarding the payment of current bills is a private matter between the Complainant and his mother.

### Conclusion

The Complainant is an articulate advocate on his own behalf. Despite his communication challenges, he is able to state his position in writing. However, the Complainant must accept the limitations of written communication if he does not choose to seek the assistance of others. The Respondent is not required to craft special procedures to accommodate the unique circumstances posed by the Complainant's living circumstances.

The customer contacts for the Service Address account are complicated. The Respondent cannot be held responsible for any miscommunication or disagreement between the Complainant and his mother regarding the management of the account. It

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<sup>35</sup> 52 Pa. Code § 56.141 (emphasis added).

was not unreasonable for the Respondent to request clarification of facts by telephone when Jean O'Donnell demonstrated that she was willing to speak to the Respondent's customer service by telephone. From the Respondent's perspective, the account holder, Jean O'Donnell, is ultimately responsible for the management of the account even though the Complainant is listed as an authorized contact and has made payments on the account balance. Viewing the record as a whole, the Respondent made significant efforts to communicate with the Complainant by email and to also discuss the account by telephone with the Complainant's mother. The Respondent is willing to place the account for the Service Address in the Complainant's name, but the Complainant must submit the appropriate identification and information required by the Respondent in order to qualify for an account in his name. The Respondent has a duty to verify the identity of its customers and to ensure that provisions are made for the payment of the usage on the account.

There is no evidence that the Respondent violated any Commission statute or regulation. Therefore, the complaint will be dismissed.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties of this dispute. 66 Pa.C.S. § 701.
2. The Complainant bears the burden of proof. 66 Pa.C.S. § 332(a).
3. The Commission does not have jurisdiction to enforce the Americans with Disabilities Act. *Harper v. PPL Elec. Utils. Corp.*, Docket No. F-2014-2422449 (Final Order entered Mar. 12, 2015).

4. Public utilities are required to provide reasonable, safe and adequate service. 66 Pa.C.S. § 1501.

5. Service, within the meaning of Section 1501, includes reasonable customer service. 66 Pa.C.S. §§ 102, 1501.

6. A utility may require a security deposit if an applicant cannot establish creditworthiness. 52 Pa. Code § 56.282.

7. A customer who files a complaint with the Commission disputing a utility billing must pay the undisputed portions of the bill during the pendency of the proceeding. 52 Pa. Code § 56.141.

8. A public utility may waive the requirement for a security deposit if the applicant is confirmed eligible for a customer assistance program. 52 Pa. Code § 56.282.

9. The Complainant failed to prove that the Respondent violated any statute, regulation or order that the Commission has jurisdiction to enforce. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Clark O'Donnell against FirstEnergy Pennsylvania Electric Company, Docket No. F-2025-3054625, is dismissed.
2. That the Secretary mark the docket closed.

Date: December 3, 2025

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/s/  
Mary D. Long  
Administrative Law Judge