

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Deree J. Norman	:	
	:	
v.	:	F-2018-2640713
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Marta Guhl
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Complainant’s formal Complaint because the Complainant failed to meet his burden of proving that the Respondent erred in terminating his utility service, that there were incorrect charges on his final bill or that the Respondent violated the Public Utility Code, or a Commission regulation or Order regarding the issuance of a medical certification.

This Initial Decision grants the Complainant’s formal Complaint related to the request for a payment arrangement because the Complainant has met his burden of demonstrating that he is eligible for a payment arrangement under Section 1405(b)(1) of the Public Utility Code.

HISTORY OF THE PROCEEDING

On December 27, 2017, Deree J. Norman (Complainant) filed a formal Complaint (Complaint) against PECO Energy Company (PECO or Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant contends that the Company had already shut off his utility service and requests a payment

arrangement. The Complainant also asserts that there were incorrect charges on his bill as he was billed for dates after his service was terminated.

This matter is an appeal of a decision issued on October 31, 2017, by the Bureau of Consumer Services (BCS) at Case No. 3558059 which dismissed the informal complaint of the Complainant.

On January 18, 2018, Respondent filed an Answer denying the material allegations of the Complaint.

By Hearing Notice dated January 30, 2018, an initial hearing was scheduled for Tuesday, March 27, 2018, at 1:30 p.m., as part of a call of the docket session, and the matter was assigned to me.

I issued a Prehearing Order on January 31, 2018. The Prehearing Order directed the parties to comply with various procedural requirements and also explained that the Complainant bears the burden of proof to establish that the Respondent violated its tariff, the Public Utility Code, or a Commission Order or regulation, and that he is entitled to the relief requested in the Complaint.

On March 21, 2018, I received correspondence from the Complainant requesting a continuance of the hearing scheduled for March 27, 2018, due to a medical condition. PECO had no objection to the request and I granted the request over the telephone.

Via a Cancellation/Reschedule Notice dated May 1, 2018, the matter was rescheduled for a hearing on Friday, June 22, 2018, at 10:00 a.m.

The hearing convened as scheduled on June 22, 2018. Complainant participated *pro se* and testified. Complainant presented eight exhibits, which were entered into the record. Respondent appeared and was represented by Shawane Lee, Esq., who presented the testimony of Dana McCollum. Respondent offered 14 exhibits, which were all entered into the record.

The hearing resulted in a 141-page transcript. The record closed on July 23, 2018, when I received the transcript of the hearing.

FINDINGS OF FACT

1. The Complainant in this case is Deree J. Norman, who resides at 5367 Thomas Avenue, Philadelphia, Pennsylvania 19144 (Service Address). Tr. 8.
2. The Respondent is PECO Energy Company.
3. The Complainant is currently not receiving service from PECO at the Service Address. Tr. 8.
4. On July 13, 2017, the Commission entered an Opinion and Order at Docket No. C-2015-2472605, which denied the Complainant's exceptions to the Initial Decision of Administrative Law Judge (ALJ) Mary Long and adopted the ALJ's Initial Decision, denying the Complainant's allegations that there were incorrect charges on his bills. Tr. 52; PECO Exh. 13.
5. The Complainant filed a Petition for Review to the Commonwealth Court of Pennsylvania regarding the July 13, 2017 Commission Opinion and Order. Tr. 9.
6. On July 13, 2017, PECO issued a ten-day termination notice for the amount of \$1,760.68. Tr. 50, 52; PECO Exhs. 3 & 4.
7. PECO attempted a 72-hour notice on August 7, 2017, August 11, 2017, and August 14, 2017 and was successful on August 15, 2017. Tr. 56-57; PECO Exh. 4.
8. The Complainant's service was terminated on August 21, 2017, due to nonpayment. Tr. 64; PECO Exh. 3.

9. PECO terminated service by an underground dig due to the Complainant not allowing access to the meter in the Service Address. Tr. 64; PECO Exh. 3.

10. A final bill on the Complainant's PECO account was sent on September 26, 2017, in the amount of \$1,909.33. Tr. 85; PECO Exhs. 1, 2, 3 & 13.

11. The Complainant was billed for service to August 21, 2017. Tr. 77; PECO Exh. 2.

12. The initial bill that the Complainant received for the dates August 9, 2017, to September 7, 2017, was generated automatically by PECO's system before the account was cancelled. Tr. 76; Complainant Exh. 6.

13. The Complainant's final balance on his PECO account is \$1,936.90 which also includes a late payment charge from October 24, 2017 in the amount of \$27.05. Tr. 79; PECO Exh. 1.

14. The Complainant had until October 18, 2017, to pay the final bill. Tr. 79-80.

15. The Complainant requested a medical certification form from PECO. Tr. 15.

16. Medical certification forms are sent directly from the financial call centers through their desktop computers. Tr. 44-45.

17. PECO can either mail a medical certification form to the customer or fax the form directly to the customer's physician. Tr. 44-45.

18. The medical certification form contains a fax number that the physician can use to return the form once it is completed. Tr. 45-46.

19. On July 19, 2017, PECO mailed a medical certification form to the Complainant and also advised the Complainant to call back with a fax number for his doctor. Tr. 54; PECO Exh. 3.

20. On August 31, 2017, the Complainant contacted PECO and a medical certification was faxed to Dr. Ron Anafi at (215) 615-3671. Tr. 69, 82; PECO Exh. 3.

21. PECO contacted the Complainant on September 5, 2017, regarding an informal complaint filed by the Complainant on August 30, 2017, and the Complainant inquired about the medical certification and was told that the completed form had not been returned by the doctor's office. Tr. 73, PECO Exh. 3.

22. On December 15, 2017, the Complainant sent an email to PECO with attached correspondence from his physician. Tr. 82; PECO Exh. 11.

23. On December 18, 2017, the Complainant contacted PECO and was told that he was not entitled to a medical certification since his account had been closed for more than 30 days. Tr. 85; PECO Exhs. 3 and 13.

24. The Complainant's correspondence from December 15, 2017 with the attached doctor's letter, did not meet PECO's requirements for a medical certification because it did not include the doctor's license or address, or the address of the customer. Tr. 84.

25. The Complainant does not work. Tr. 14.

26. The Complainant resides at the Service Address with his daughter, who is 26 years old. Tr. 15.

27. The Complainant's daughter is not currently employed. Tr. 15.

28. The Complainant receives \$1,500.00 per month in Social Security benefits. Tr. 14.
29. The Complainant has no other sources of income. Tr. 15.
30. The Complainant's current household income of \$1,500.00 per month for a two-person household places the household income at 109% of the Federal Poverty guidelines.¹
31. The Complainant must pay a reconnection charge either as a customer or applicant for service at the same address where the termination took place within 12 months after the termination of service. Tr. 86-87; PECO Exh. 6.
32. The terms for the restoration of service provided by PECO were \$1,936.90 in past due arrears and a reconnection fee of \$1,650.00, which is the reconnection fee charged under PECO's tariff for situations where service was abandoned by an underground dig. Tr. 73, 79, PECO Exh. 2 and 6.

DISCUSSION

The Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of a rule or order, Complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).

To establish a sufficient case and satisfy the burden of proof, Complainant must show that the respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Telephone Co. of Pa.*, 72 Pa. PUC 196 (1990), *Feinstein v. Philadelphia Suburban Water Co.*, 50 Pa. PUC 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600, 602 (Pa.Cmwlt. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992). That is, by presenting evidence more

¹ *Federal Register*, Vol. 83, No. 12, January 18, 2018, pp. 2642-2644. Also see <http://aspe.hhs.gov/poverty>.

convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa.Cmwlth. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa.Cmwlth. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 194 Pa.Super. 278, 166 A.2d 96 (1960); *Murphy v. Commonwealth, Dep't of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa.Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

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

Termination of Service

The Complainant asserts that he received a termination notice from PECO. The Complainant alleges that he was still disputing the charges and had filed an appeal with the Commonwealth Court of Pennsylvania. As such, the Complainant asserts that PECO was not allowed to terminate his service until the appeal process was completed. PECO argues that the Commission had issued a final Opinion and Order regarding the Complainant's outstanding balance and the Company was entitled to terminate service for nonpayment.

Under the Public Utility Code, a public utility may notify a customer and terminate service provided to a customer for nonpayment of an undisputed delinquent account and/or failure to comply with the terms of a payment arrangement. 66 Pa.C.S. § 1406(a).

On July 13, 2017, the Commission entered an Opinion and Order at Docket No. C-2015-2472605, which denied the Complainant's exceptions to the Initial Decision of ALJ Mary Long and adopted the ALJ's Initial Decision. Tr. 52; PECO Exh. 13. ALJ Long's Initial Decision denied the Complainant's Complaint regarding his billing dispute. PECO Exh. 13. On July 13, 2017, PECO issued a ten-day termination notice for the amount of \$1,760.68. Tr. 50, 52; PECO Exhs. 3 and 4. PECO attempted a 72-hour notice on August 7, 2017, August 11, 2017, and August 14, 2017 and was successful on August 15, 2017. Tr. 56-57; PECO Exh. 4. The Complainant's service was terminated on August 21, 2017, due to nonpayment. Tr. 64; PECO Exh. 3. PECO terminated service by an underground dig due to the Complainant not allowing access to the meter in the Service Address. Tr. 64; PECO Exh. 3. A final bill on the Complainant's PECO account was sent on September 26, 2017, in the amount of \$1,909.33. Tr. 76; PECO Exhs. 1, 2, 3 & 13.

The Complainant did file an appeal of the July 13, 2017 Commission Opinion and Order. However, there is nothing in the Public Utility Code or the Commission's regulations which states that a public utility cannot terminate service when there is an appeal to Commonwealth Court. *See* 52 Pa.Code § 56.181(2). Further, in any case alleging the customer's failure to pay undisputed bills as required under Section 56.181, a public utility may terminate service after giving proper notice, whether or not a dispute is pending. 52 Pa.Code § 56.164.

While some of the charges that were included in the termination of service were related to the Complaint that had been pending before ALJ Long, there is nothing in the record to indicate that the Complainant requested a stay from the Commonwealth Court regarding any potential actions by the utility. Nor is there any indication that the Court granted a stay to the Complainant that would forestall the termination process by PECO. Since the Commission issued an Opinion and Order regarding the Complainant's billing dispute, PECO was entitled to

terminate due to nonpayment. There is nothing to indicate that PECO did not follow proper notice procedures regarding the Complainant's termination. *See* 66 Pa.C.S. § 1406(b).

Based on the above, it is clear that PECO did not violate the Public Utility Code or a Commission regulation or order in terminating the Complainant's service on August 21, 2017. As such, the Complainant's Complaint in this regard must be dismissed.

Medical Certification

During the hearing, the Complainant contended that PECO never took action on his requests for a medical certification. Specifically, the Complainant indicated in his testimony that he made multiple requests for a medical certification form, but he never received one nor did his physician. PECO contended that it sent the medical certification form to the Complainant and the Complainant's physician but never received the completed form from the physician.

The Commission allows for a customer or an applicant to request a medical certification in instances where a customer or applicant or a member of the customer's or applicant's household is seriously ill or where the loss of a utility service would aggravate a medical condition. 52 Pa.Code § 56.111. However, medical certifications must contain certain information and the public utility can require written verification from the physician. The certification should include the following information:

- (1) The name and address of the customer or applicant in whose name the account is registered.
- (2) The name and address of the afflicted person and relationship to the customer or applicant.
- (3) The nature and anticipated length of the affliction.
- (4) The specific reason for which the service is required.
- (5) The name, office address and telephone number of the certifying physician or nurse practitioner.

52 Pa.Code § 56.113.

Further, the furnishing of a medical certification by an applicant does not relieve the applicant of the duty to pay the amount requested by the public utility for restoration of service. 52 Pa.Code § 56.191(b)(2)(i).

The Complainant requested a medical certification from PECO. Tr. 14. Medical certification forms are sent directly from the financial call centers through their desktop computers. Tr. 44-45. PECO can either mail a medical certification form to the customer or fax the form directly to the customer's physician. Tr. 44-45. The medical certification form contains a fax number that the physician can use to return the form once it is completed. Tr. 45-46. On July 19, 2017, PECO mailed a medical certification form to the Complainant and also advised the Complainant to call back with a fax number for his doctor. Tr. 54; PECO Exh. 3. On August 31, 2017, the Complainant contacted PECO and a medical certification was faxed to Dr. Ron Anafi at (215) 615-3671. Tr. 69, 82; PECO Exh. 3. PECO contacted the Complainant on September 5, 2017, regarding an informal complaint and the Complainant inquired about the medical certification and was told that the completed form had not been returned by the doctor's office. Tr. 73; PECO Exh. 3. The Complainant sent an email with correspondence from his physician attached, to PECO on December 15, 2017. Tr. 82; PECO Exh. 11. On December 18, 2017, the Complainant contacted PECO and was told that he was not entitled to a medical certification since his account had been closed for more than 30 days. Tr. 85; PECO Exhs. 3 & 13. The Complainant's correspondence from December 15, 2017, with attached doctor's letter, did not meet PECO's requirements for a medical certification because it did not include critical information. Tr. 84.

While the Complainant contends that PECO failed to supply him with a medical certification form, the record indicates otherwise. PECO records demonstrate that it mailed a medical certification form to the Complainant on July 19, 2017. PECO also sent a medical certification form to the Complainant's physician via fax on August 31, 2017. There is no indication in the record that the medical certification form was returned to PECO completed by the physician.

Further, the Complainant's account was terminated and a final bill was issued on his account on September 26, 2017. Even if the Complainant's correspondence dated December 15, 2017, with the attached doctor's letter, was considered a valid medical certification, it was beyond the time period for the Complainant to be entitled to service restoration without first applying for service in his name at the Service Address. After the final bill had been issued by PECO, the Complainant was no longer a customer and would have to apply for service at the Service Address. The Complainant has not met the terms for the restoration of service provided by PECO which was \$1,886.89 in past due arrears and a reconnection fee of \$1,650.00. Tr. 73. Therefore, the Complainant has not met his burden in this regard and this portion of the Complaint must be dismissed.

Incorrect Charges Allegation

The Complainant also alleges that there were incorrect charges on his final bill from PECO and that it included charges after his service was terminated on August 21, 2017. However, PECO indicates that the bill which the Complainant is referring to was automatically generated by its system and an accurate final bill was issued on September 26, 2017.

The Complainant's service was terminated on August 21, 2017, due to nonpayment. Tr. 64; PECO Exh. 3. A final bill on the Complainant's PECO account was sent on September 26, 2017, in the amount of \$1,909.33. Tr. 76; PECO Exhs. 1, 2, 3 and 13. The Complainant was billed for service to August 21, 2017. Tr. 77; PECO Exh. 2. The initial bill that the Complainant received for the dates August 9, 2017, to September 7, 2017, was automatically generated by PECO's system before the account was cancelled. Tr. 76; Complainant Exh. 6. The Complainant's final balance on his PECO account is \$1,936.90 which also includes a late payment charge from October 24, 2017, in the amount of \$27.05. Tr. 79; PECO Exh. 1.

It appears that the Complainant did receive a bill from PECO, which charged him after his service was terminated on August 21, 2017. However, the record indicates that PECO issued a final bill on September 26, 2017, that only included charges to August 21, 2017, when

the Complainant's service was terminated. Hence, PECO has demonstrated that it corrected the issue with the Complainant's billing and there is no outstanding issue with the billing. Therefore, the Complainant's Complaint must be dismissed.

Request for Payment Arrangement

The Complainant requests a payment arrangement in this matter. PECO alleges that because the Complainant is not a current customer of the utility, he is not entitled to a payment arrangement.

The Responsible Utility Customer Protection Act, 66 Pa.C.S. § 1401 *et seq.* (the Act or Chapter 14), applies to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This law provides strict guidelines that the Commission must follow in handling customer complaints. Section 1405(a) of the Public Utility Code reads as follows:

§ 1405. Payment arrangements

(a) GENERAL RULE. -- The commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants and customers. The commission is authorized to establish payment arrangements between a public utility, customers and applicants within the limits established by this chapter.

66 Pa.C.S. § 1405(a).

Section 1403 of the Public Utility Code defines a customer as a natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the public utility. However, an applicant is a natural person not currently

receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. 66 Pa.C.S. § 1403.

According to the Public Utility Code, the length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement that is investigated by the Commission and is entered into by a public utility and a customer shall not extend beyond:

- (1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.
- (2) Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.
- (3) One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.
- (4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

66 Pa.C.S. § 1405(b)(1-4).

The Complainant does not work. Tr. 14. The Complainant resides at the Service Address with his daughter, who is 26 years old. Tr. 15. The Complainant's daughter is not currently employed. Tr. 15. The Complainant receives \$1,500.00 per month in Social Security benefits. Tr. 14. The Complainant has no other sources of income. Tr. 15. The Complainant's current household income of \$1,500.00 per month for a two-person household places the household income at 109% of the Federal Poverty guidelines.² This would make the Complainant a Level 1 customer. *See* 66 Pa.C.S. § 1405(b)(1).

While PECO does not consider Mr. Norman a customer, there is evidence to support that he is still a customer. *See* 66 Pa.C.S. § 1403; *see also John Butts v. PECO Energy Company*, Docket No. F-2016-2523559 (Final Order August 11, 2016). The Complainant's service was terminated on August 21, 2017 and he filed an informal complaint with the

² *Federal Register*, Vol. 83, No. 12, January 18, 2018, pp. 2642-2644. *Also see* <http://aspe.hhs.gov/poverty>.

Commission on August 31, 2017, seeking the restoration of his service. Since he requested the restoration of his service within 30 days of the termination, he would still be considered a customer of the public utility. As was noted above, the Complainant is a Level 1 customer with a household income at 109% of the Federal Poverty guidelines. There is no indication in the record that the Complainant has received a prior payment arrangement from the Commission. Based on the above, the Complainant has met his burden of proof that he is eligible for a payment arrangement from the Commission.

Accordingly, the Commission has the authority to establish a payment agreement of five (5) years for the Complainant. 66 Pa.C.S. § 1405(b)(1). Beginning with the first bill following the Commission's Final Order in this case, Complainant is required to pay his current charges plus an amount equal to one sixtieth ($1/60^{\text{th}}$) of the balance accrued on his account. If Mr. Norman fails to keep this payment schedule, PECO is authorized to suspend or terminate his service consistent with the Commission's statute and regulations.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is upon the complainant. 66 Pa.C.S. § 332(a).
3. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa.Cmwlth. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa.Cmwlth. 1993); 2 Pa.C.S. § 704.
4. Under the Public Utility Code, a public utility may notify a customer and terminate service provided to a customer for nonpayment of an undisputed delinquent account. 66 Pa.C.S. § 1406(a).

5. Prior to the hearing on a formal complaint or prior to the issuance of a Commission order when no hearing is to be held in a formal complaint proceeding, the customer shall be required to pay that amount which the consumer services representative determines is not disputed. 52 Pa.Code § 56.181(2).

6. The Commission allows for a customer or an applicant to request a medical certification in instances where a customer or applicant or a member of the customer's or applicant's household is seriously ill or where the loss of a utility service would aggravate a medical condition. 52 Pa.Code § 56.111.

7. The medical certification should include the following information:

- (1) The name and address of the customer or applicant in whose name the account is registered;
- (2) The name and address of the afflicted person and relationship to the customer or applicant;
- (3) The nature and anticipated length of the affliction;
- (4) The specific reason for which the service is required; and
- (5) The name, office address and telephone number of the certifying physician or nurse practitioner. 52 Pa.Code § 56.113.

8. The furnishing of a medical certification by an applicant does not relieve the applicant of the duty to pay the amount requested by the public utility for restoration of service. 52 Pa.Code § 56.191(b)(2)(i).

9. Section 1403 of the Public Utility Code defines a customer as a natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the public utility. 66 Pa.C.S. § 1403.

10. An applicant is a natural person not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name

appears on the mortgage, deed or lease of the property for which the residential utility service is requested. 66 Pa.C.S. § 1403.

11. The Responsible Utility Customer Protection Act, 66 Pa.C.S. § 1401 *et seq.* (the Act or Chapter 14), applies to complaints alleging inability to pay and requesting a Commission-issued payment arrangement.

12. The Commission may provide a payment arrangement of five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level. 66 Pa.C.S. § 1405(b)(1).

13. The Complainant did not meet his burden of establishing that PECO violated the Public Utility Code, Commission regulations or a Commission Order in terminating his utility service.

14. The Complainant did not meet his burden of proving that PECO violated the Public Utility Code, Commission regulations or a Commission Order regarding his request for a medical certification.

15. The Complainant did meet his burden of demonstrating that he was eligible for a Commission-issued payment arrangement.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Deree J. Norman against PECO Energy Company at Docket No. F-2018-2640713 is denied in part and granted in part;

2. That the Complaint of Deree J. Norman against PECO Energy Company regarding the termination of utility service and the request for medical certification is denied;

3. That the Complainant of Deree J. Norman against PECO Energy Company regarding the request for a payment arrangement is granted;

4. That PECO Energy Company shall calculate the bills for Complainant in order for Complainant to pay his current charges plus an amount equal to one sixtieth ($1/60^{\text{th}}$) of the balance accrued on the account, consistent with this decision;

5. That as long as Deree J. Norman keeps the payment schedule stated in this Order, PECO Energy Company shall not suspend or terminate his utility service except for valid safety or emergency reasons or assess late payments or finance charges against his account;

6. That, if Deree J. Norman does not keep the payment schedule stated in this Order, PECO Energy Company is authorized to suspend or terminate his utility service in accordance with the Commission's statute and regulations;

7. That Docket No. F-2018-2640713 be marked closed.

Date: October 16, 2018

/s/
Marta Guhl
Administrative Law Judge