

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Salwa Mohamed and Ahmed Abdulrahman	:	
	:	
v.	:	F-2018-3001318
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision denies in part, and grants in part, Salwa Mohamed and Ahmed Abdulrahman’s formal Complaint against PECO Energy Company at Docket No. F-2018-3001318. In particular, the Initial Decision grants the Complaint to the extent it requests a refund of late payment charges during the period of time when Salwa Mohamed was enrolled in PECO Energy Company’s Customer Assistance Program and denies the Complaint with regard to the remainder of the claims raised in it due to Salwa Mohamed and Ahmed Abdulrahman’s failure to carry their burden of proof.

HISTORY OF THE PROCEEDING

On April 9, 2018, Salwa Mohamed and Ahmed Abdulrahman (Complainants) filed a formal Complaint against PECO Energy Company (PECO or Respondent) with the Pennsylvania Public Utility Commission (Commission), at Docket No. F-2018-3001318, alleging that there are incorrect charges on their bills from PECO relating to a payment arrangement that the Complainants allege was established by the Company without their

knowledge or approval. In addition, the Complainants aver that Ms. Mohamed improperly and incorrectly received zero credits when she re-enrolled in PECO's Costumer Assistance Program (CAP). As relief, the Complainants seek a refund of the amounts paid in connection with the disputed payment arrangement, a refund of all late payment charges assessed against Ms. Mohamed's account, as well as PECO's prior CAP discount rates.

The present Complaint is a timely appeal of the decision issued by the Commission's Bureau of Consumer Services (BCS) on an informal complaint filed by the Complainants against PECO on January 26, 2018, at BCS Case No. 3586292.

On April 23, 2018, Respondent filed an Answer denying the material allegations of the Complaint.

A Hearing Notice dated May 1, 2018, notified the parties that an initial hearing was scheduled in this matter for Thursday, June 21, 2018, at 10:00 a.m.

A Prehearing Order was issued on May 9, 2018, advising the parties of the date and time of the scheduled hearing, informing them of the procedures applicable to the proceeding, and directing the submission of documents prior to the hearing.

On June 21, 2018, the initial hearing convened as scheduled. Salwa Mohamed and Ahmed Abdulrahman appeared *pro se* and testified in support of the Complaint.¹ The Complainants sponsored one exhibit which was admitted into the record. Shawane Lee, Esquire, appeared on behalf of Respondent, and presented the testimony of Renee Tarpley, who is a Senior Regulatory Assessor for PECO. The Respondent sponsored 12 exhibits (PECO Exhibits 1-6, and 10-15), which were admitted into the record.

At the hearing, I instructed PECO to submit as late-filed exhibits two additional documents regarding PECO's assessment of late payment charges against customers enrolled in its CAP. Tr. 115. The Complainants were instructed that any written objections to the

¹ A certified interpreter assisted the Complainants during the hearing. Tr. 4, 55.

admission of PECO's late-filed exhibits into the record had to be submitted no later than 14 days from the date of receipt of the late-filed exhibits. Tr. 115-16.

On June 27, 2018, PECO submitted its late-filed Exhibit 7, which is a section of PECO's Universal Services Three-Year Plan (2016-2018) covering late payment charges; and its late-filed Exhibit 8, which is a section of PECO's Tariff covering the Company's assessment of late payment charges against customers enrolled in its CAP.

As of the day of this Initial Decision, the Complainants have not submitted written objections to the admission of PECO late-filed Exhibits 7 and 8 into the record in this matter. PECO late-filed Exhibits 7 and 8 will be admitted into the record in this matter in accordance with the ordering paragraphs below.

The evidentiary record in this matter closed upon receipt of my copy of the transcript on August 1, 2018.

FINDINGS OF FACT

1. The Complainants are Salwa Mohamed and Ahmed Abdulrahman, who reside at 1071 Levick Street, Philadelphia, PA 19111 (Service Address). Tr. 9.
2. The Respondent is PECO Energy Company.
3. Ms. Mohamed is the ratepayer of record for residential (non-heating) electric service with PECO for the Service Address where she resides with her husband, Mr. Abdulrahman. Tr. 13, PECO Exhibits 2 and 3.
4. Ms. Mohamed's account for the Service Address was established on December 6, 2013. Tr. 25.

5. During the period of December 6, 2013 to June 10, 2014, Ms. Mohamed made only one payment of \$100.00 towards her PECO account for the Service Address. Tr. 25, PECO Exhibit 2.

6. The \$100.00 payment was made on March 7, 2014 and did not cover the outstanding balance of \$648.32 in Ms. Mohamed's PECO account at the time. *Id.*

7. On May 8, 2014, Ms. Mohamed re-enrolled in PECO's CAP and her then outstanding balance of \$846.70 was placed into a payment arrangement. Tr. 26-27, PECO Exhibit 2.

8. The payment arrangement required Ms. Mohamed to pay monthly charges, plus \$15.12 per month towards the arrearages. Tr. 28, PECO Exhibit 2.

9. PECO customers who enroll in its CAP with an outstanding balance are advised upon enrollment of a payment arrangement being established on their behalf. Tr. 29-30.

10. PECO informs the customers of the terms of the payment arrangement by sending an automated confirmation letter to the customer. Tr. 28.

11. Information about the terms of an active payment arrangement appears on page 2 of a regular PECO bill. Tr. 29.

12. The customer is not required to sign a document agreeing to the terms of the payment arrangement with the Company. Tr. 29-30.

13. On or about June 25, 2015, Ms. Mohamed accidentally finalized her PECO account for the Service Address as she was attempting to update her user profile online. Tr. 32-34, PECO Exhibit 15.

14. On June 25, 2015, PECO established a new account for service at the Service Address. Tr. 32-35, PECO Exhibit 3.

15. Ms. Mohamed's CAP enrollment was transferred to the new account for the Service Address on June 25, 2015. Tr. 35, PECO Exhibit 4.

16. On September 21, 2015, Ms. Mohamed contacted PECO with concerns regarding the transfer of the payment arrangement to her new account with PECO for the Service Address. Tr. 105-107, PECO Exhibit 15.

17. The remainder of Ms. Mohamed's May 2014 payment arrangement was transferred to her new account for the Service Address on September 21, 2015, and she was advised again of the terms of the payment arrangement. Tr. 38, PECO Exhibit 3.

18. After the transfer, the payment arrangement required Ms. Mohamed to retire the outstanding balance through monthly installments of \$18.79. Tr. 38-39, PECO Exhibit 3.

19. As of the day of the initial hearing the payment arrangement established on Ms. Mohamed's account in May of 2014 was still active. Tr. 41.

20. The remaining balance under the payment arrangement is \$300.53. Tr. 41.

21. On January 26, 2018, PECO cancelled \$9.80 in late payment charges assessed against Ms. Mohamed's account as a courtesy to her. Tr. 40, 53, PECO Exhibit 3.

22. On June 23, 2016, Ms. Mohamed was removed from PECO's CAP for failure to recertify. Tr. 37.

23. On June 22, 2017, Ms. Mohamed enrolled in PECO's new CAP, CAP Fixed Credit Option (CAP FCO). Tr. 42, PECO Exhibit 4.

24. There is no percentage discount on the customer's usage under PECO's new CAP FCO. Tr. 42.

25. Any credits under the CAP FCO are based on the customer's energy burden as determined by their gross household income. Tr. 42.

26. According to the terms of PECO's CAP FCO, program participants receive a credit only if their undiscounted charges for electricity usage in the previous 12-month period exceed their energy burden.

27. At the time of her enrollment in PECO's CAP FCO, the reported number of individuals in Ms. Mohamed's household was four. PECO Exhibit 4.

28. At the time of her enrollment in PECO's CAP FCO, Ms. Mohamed had reported a gross household income of \$1,473.33 per month, consisting of Mr. Abdulrahman's part-time employment. Tr. 46-47, PECO Exhibit 4.

29. At the time of her enrollment in PECO's CAP FCO, Ms. Mohamed's gross household income placed her at 71% of the federal poverty level. Tr. 47.

30. According to the terms of PECO's CAP FCO, the energy burden for customers whose annual gross income falls between 51% and 100% of the federal poverty level is set at 6% of their annual income. Tr. 46-47.

31. On June 22, 2017, Ms. Mohamed's energy burden was calculated at \$1,060.80 per year. Tr. 46-48.

32. On June 22, 2017, Ms. Mohamed was found ineligible to receive a credit on her account with PECO because her undiscounted charges for electricity usage in the previous 12-month period did not exceed her energy burden of \$1,060.80 per year. Tr. 46-50, PECO Exhibit 6.

33. Ms. Mohamed's undiscounted charges for electricity usage in the 12-month period of January 2017 to December 2017 were \$961.90. Tr. 45.

34. Ms. Mohamed's undiscounted charges for electricity usage in the 12-month period of April 2017 to March 2018 were \$964.99. Tr. 49.

35. As of the day of the hearing, Ms. Mohamed continued to be enrolled in PECO's CAP FCO, yet she is still ineligible to receive a credit. Tr. 48-50, PECO Exhibit 5.

36. In the course of Ms. Mohamed's history as a customer of PECO at the Service Address, the Complainants made several late or partial payments to PECO. See PECO Exhibits 2 and 3.

37. The outstanding balance in Ms. Mohamed's account with PECO is \$394.03. Tr. 41.

DISCUSSION

In their formal Complaint, Salwa Mohamed and Ahmed Abdulrahman alleged that there are incorrect charges on their bills from PECO relating to a payment arrangement that the Complainants allege was established by the Company without their knowledge or approval. In addition, the Complainants aver that Ms. Mohamed improperly and incorrectly received zero credits when she re-enrolled in PECO's CAP. As relief, the Complainants seek a refund of the amounts paid in connection with the disputed payment arrangement, a refund of all late payment charges assessed against Ms. Mohamed's account, as well as PECO's prior CAP discount rates.

As the proponent of a rule or order, the Complainants in this proceeding bear the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S. § 332(a). To satisfy this burden, the Complainants must demonstrate that the Respondent was responsible for the problems alleged in the Complaint through a violation of the Code or a regulation or order of the Commission. This must be shown by a preponderance of the evidence.

Patterson v. Bell Telephone Company of Pennsylvania, 72 Pa. PUC 196 (1990). Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlth. 1990) *alloc. den.*, 529 Pa. 654, 602 A.2d 863 (1992). In addition, the Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. *Norfolk and Western Railway Co. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by the Complainants of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainants shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainants have not satisfied their burden of proof. The Complainants 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*, 501 Pa. 433, 461 A.2d 1234 (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).

CAP enrollment

On June 23, 2016, Ms. Mohamed was removed from PECO's CAP for failure to recertify. Tr. 37.

On October 14, 2016, PECO's CAP Rider became effective as part of Supplement No. 20 to PECO's Tariff Electric Pa. P.U.C. No. 5, Fifth Revised Page No. 71. See PECO late-filed Exhibit 8. PECO's CAP Rider implemented the Fixed Credit Option (FCO) for PECO's CAP customers under PECO's Rate R (residential electric service) or RH (residential electric

heating service). The Rider incorporates the FCO terms and calculations found in PECO’s *Universal Service and Energy Conservation Plan 2016-2018*, Docket No. M-2015-2507139 (Order entered August 11, 2016), which are as follows:

ALLOWABLE ENERGY BURDEN PECO PLAN (2016-2018)

Federal Poverty Level	Electric NonHeating	Electric Heating	Gas Heating
0-50%	5%	13%	13%
51-100%	6%	16%	16%
101-150%	7%	17%	17%

Id at 7.

On June 22, 2017, Ms. Mohamed enrolled in PECO’s new CAP FCO. Tr. 42, PECO Exhibit 4. There is no percentage discount on the customer’s usage under PECO’s new CAP FCO. Tr. 42. Any credits under the CAP FCO are based on the customer’s energy burden as determined by their gross household income. Tr. 42. According to the terms of PECO’s CAP FCO, program participants receive a credit only if their undiscounted charges for electricity usage in the previous 12-month period exceed their energy burden.

At the time of her enrollment in PECO’s CAP FCO, the reported number of individuals in Ms. Mohamed’s household was four and the reported gross household income was \$1,473.33 per month. Tr. 46-47, PECO Exhibit 4. Ms. Mohamed’s gross household income at the time of her enrollment in PECO’s CAP FCO placed her at 71% of the federal poverty level. Tr. 47.

According to the terms of PECO’s CAP FCO, the energy burden for customers whose annual gross income falls between 51% and 100% of the federal poverty level is set at 6% of their annual income. Tr. 46-47, PECO late-filed Exhibit 8. On June 22, 2017, Ms. Mohamed’s energy burden was calculated at \$1,060.80 per year. Tr. 46-48. She was found ineligible to receive a credit on her account with PECO because her undiscounted charges for electricity usage in the previous 12-month period did not exceed her energy burden of \$1,060.80 per year. Tr. 46-50, PECO Exhibit 6. Ms. Mohamed’s undiscounted charges for electricity

usage in the 12-month period of January 2017 to December 2017 were \$961.90, and for the 12-month period of April 2017 to March 2018 were \$964.99. Tr. 45, 49. As of the day of the hearing, Ms. Mohamed continues to be enrolled in PECO's CAP FCO, yet she is still ineligible to receive a credit. Tr. 48-50, PECO Exhibit 5.

The Commission's CAP Policy Statement addressing CAP customers' energy burden provides in pertinent part:

(2) *Payment plan proposal.* Generally, CAP payments for total electric and natural gas home energy should not exceed 17% of the CAP participant's annual income. The minimum payment should not be less than the guidelines in paragraph (3)(v)(A) and (B). Payment plans should be based on one or a combination of the following:

(i) *Percentage of income plan.* Total payment for total electric and natural gas home energy under a percentage of income plan is determined based upon a scheduled percentage of the participant's annual gross income. The participating household's gross income and family size place the family at a particular poverty level based on Federal poverty income guidelines.

(A) Generally, maximum payments for electric nonheating service should be within the following ranges:

(I) Household income between 0 -- 50% of poverty at 2% -- 5% of income.

(II) Household income between 51 -- 100% of poverty at 4% -- 6% of income.

(III) Household income between 101 -- 150% of poverty at 6% -- 7% of income.

52 Pa.Code § 69.265(2)(i)(A). (Emphasis added).

PECO's *Universal Service and Energy Conservation Plan for 2016-2018*, Docket No. M-2015-2507139 (Order entered August 11, 2016) - which is incorporated in PECO's CAP Rider under its current Commission-approved Tariff - has adopted the maximum of the payment ranges found in the Commission's CAP Policy Statement at 52 Pa.Code § 69.265 for its calculations of the energy burden percentages. In addition, PECO's *Universal Service and Energy Conservation Plan for 2016-2018* acknowledges that "under the FCO approach approximately 40,000 households that receive rate discounts under PECO's [CAP Tier] program

will not receive discounts under the FCO.” PECO Exhibit 6, Tr. 49-50. Nevertheless, the percentage of annual income selected by PECO for its calculations of energy burden is within the range allowed by Commission policy and it has been incorporated in PECO’s Commission-approved Tariff, which carries the force of law and is *prima facie* reasonable. See *Pennsylvania Electric Co. v. Pa. Pub. Util. Comm’n*, 663 A.2d 281 (Pa.Cmwlth. 1995); *Shenango Township Board of Supervisors v. Pa. Pub. Util. Comm’n*, 686 A.2d 910, 914 (Pa.Cmwlth. 1996);

The record contains no indication that PECO’s calculation of Ms. Mohamed’s energy burden or assigned credit is incorrect. The Complainants have failed to meet their burden of proving by a preponderance of the evidence that Ms. Mohamed’s CAP FCO enrollment entitles her to a larger credit towards her PECO account. See *Wayne O. Aultman, Jr. v. PECO Energy Company*, Docket Number F-2017-2601961 (Order entered February 9, 2018). Consequently, the Complaint is dismissed to the extent it challenges the terms of Ms. Mohamed’s CAP FCO enrollment.

Payment arrangement

As mentioned above, Salwa Mohamed and Ahmed Abdulrahman allege that there are incorrect charges on their bills from PECO relating to a payment arrangement that the Complainants allege was established by the Company without their knowledge or approval. As relief, the Complainants seek a refund of the amounts paid in connection with the disputed payment arrangement.

Ms. Mohamed’s account for the Service Address was established on December 6, 2013. Tr. 25. During the period of December 6, 2013, to June 10, 2014, Ms. Mohamed made only one payment of \$100.00 towards her PECO account for the Service Address. Tr. 25, PECO Exhibit 2. The \$100.00 payment was made on March 7, 2014 and did not cover the outstanding balance of \$648.32 in Ms. Mohamed’s PECO account at the time. *Id.*

On May 8, 2014, Ms. Mohamed re-enrolled in PECO’s CAP and her then outstanding balance of \$846.70 was placed in a payment arrangement. Tr. 26-27, PECO Exhibit

2. The payment arrangement required Ms. Mohamed to pay monthly charges, plus \$15.12 per month towards the arrearages. Tr. 28, PECO Exhibit 2.

On or about June 25, 2015, Ms. Mohamed accidentally finalized her PECO account for the Service Address as she was attempting to update her user profile online. Tr. 32-34, PECO Exhibit 15. On June 25, 2015, PECO established a new account for service at the Service Address. Tr. 32-35, PECO Exhibit 3. Ms. Mohamed's CAP enrollment was transferred to the new account for the Service Address on June 25, 2015. Tr. 35, PECO Exhibit 4. The remainder of Ms. Mohamed's May 2014 payment arrangement was transferred to her new account for the Service Address on September 21, 2015, following a call from Ms. Mohamed. Tr. 38, 105-107, PECO Exhibits 3 and 15. After the transfer, the payment arrangement required Ms. Mohamed to retire the outstanding balance through monthly installments of \$18.79. Tr. 38-39, PECO Exhibit 3.

As of the day of the initial hearing the payment arrangement established on Ms. Mohamed's account in May of 2014 was still active. Tr. 41. The remaining balance under the payment arrangement is \$300.53. Tr. 41. The outstanding balance in Ms. Mohamed's account with PECO is \$394.03. Tr. 41.

At the hearing, Respondent explained that PECO customers who enroll in its CAP with an outstanding balance are advised upon enrollment of a payment arrangement being established on their behalf. Tr. 29-30. PECO informs the customers of the terms of the payment arrangement by sending an automated confirmation letter to the customer. Tr. 28. The customer is not required to sign a document agreeing to the terms of the payment arrangement with the Company. Tr. 29-30. However, information about the terms of an active payment arrangement appears on the second page of a regular PECO bill. Tr. 29. More specifically to the case at hand, Ms. Mohamed was advised again of the terms of the payment arrangement when she contacted PECO on September 21, 2015 with concerns regarding the transfer of the payment arrangement after she accidentally finalized her account with PECO for the Service Address. Tr. 105-107, PECO Exhibit 15. PECO further explained that, if at any point the customer no longer wishes to make installment payments in accordance with the payment arrangement, the

outstanding balance becomes due and owing and the customer's account can be subject to PECO's collection activities and termination. Tr. 75, 84.

It is every public utility's duty to "furnish and maintain adequate, efficient, safe, and reasonable service and facilities" in conformity with the regulations and orders of the Commission. 66 Pa.C.S.A. § 1501. After carefully considering the evidence collected in this matter, I find that Complainants failed to carry their burden of proving that PECO was remiss in fulfilling this duty to them, or that it violated any other Commission statute, regulation or order, with regard to the establishment of the payment arrangement in question. After complying with the terms of the payment arrangement for essentially four years (May 2014 – June 2018), and being made aware of its existence and terms through various means and on multiple occasions, I find no credibility in the Complainants' claims that they had no knowledge of the payment arrangement and had not agreed to its terms. Consequently, the Complaint will be dismissed to the extent that it challenges the payment arrangement issued by the Company in May of 2014.

Late payment charges

The Complainant challenged the imposition of penalties with regard to late payments and requested a refund of all late payment charges assessed against Ms. Mohamed's account. In the course of Ms. Mohamed's history as a customer of PECO at the Service Address, the Complainants made numerous late or partial payments to PECO. See PECO Exhibits 2 and 3. The Complainants do not dispute the lateness of their payments to PECO or the accuracy of PECO's calculation of late payment charges.

The Commission has established regulations at 52 Pa.Code § 56.22 governing the accrual of late payment charges which state:

§ 56.22. Accrual of late payment charges.

(a) Every public utility subject to this chapter is prohibited from levying or assessing a late charge or penalty on any overdue public utility bill, as defined in § 56.21 (relating to payment), in an amount which exceeds 1.5% interest per month on the overdue

balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, may not exceed 18% simple interest per annum.

(b) An additional charge or fixed fee designed to recover the cost of a subsequent rebilling may not be charged by a regulated public utility.

(c) Late payment charges may not be imposed on disputed estimated bills, unless the estimated bill was required because public utility personnel were willfully denied access to the affected premises to obtain an actual meter reading.

(d) A public utility may waive late payment charges on any customer accounts. The Commission may only order a waiver of late payment charges levied by a public utility as a result of a delinquent account for customers with a gross monthly household income not exceeding 150% of the Federal poverty level. See 66 Pa. C.S. § 1409 (relating to late payment charge waiver).

52 Pa.Code § 56.22. In addition, the CAP Rider in PECO's Tariff incorporates PECO's Universal Services Three-Year Plan 2016-2018, which states in pertinent part that CAP participants are required to "[p]ay their CAP Rate bills on time and in full each month, or late charges will be assessed on past-due balances and services may be terminated." PECO late-filed Exhibits 7 and 8. In view of the above, I do not find that PECO violated a Commission statute, regulation or PECO's own Tariff by assessing late payment charges against Ms. Mohamed's accounts for the Service Address.

The Pennsylvania Public Utility Code (Code) and the Commission's regulations allow the Commission to "order a waiver of any late payment charges levied by a public utility as a result of a delinquent account for customers with a gross monthly household income not exceeding 150% of the Federal poverty level." 66 Pa.C.S. § 1409, 52 Pa.Code § 56.22(d). The record in this case indicates that Ms. Mohamed was enrolled in PECO's CAP from May 8, 2014 to June 23, 2016, and then from June 22, 2017 to June 21, 2018 (the day of the evidentiary hearing). See FoF Nos. 7, 22, 23, and 35. Because only PECO customers whose household income does not exceed 150% of the Federal poverty level are eligible for enrollment in PECO's

CAP,² it is reasonable to conclude that Ms. Mohamed's household income was below 150% of the Federal poverty level during the periods of time she was enrolled in CAP.

There are several late payment charges assessed against Ms. Mohamed's account with PECO during the periods of May 8, 2014 to June 23, 2016, and June 22, 2017 to June 21, 2018.³ See PECO Exhibit 2 and 3. However, due to a rebilling that occurred in Ms. Mohamed's account on April 6, 2016, the way in which payment arrangement deferments are reflected in Ms. Mohamed's Account Statements, and the two instances where PECO voluntarily canceled late payment charges for the Complainants (see PECO Exhibits 2 and 3), it is difficult for me to calculate the sum of those late payment charges. Therefore, in accordance with the provisions of 66 Pa.C.S. § 1409, I shall order PECO to calculate the total amount of the uncanceled late payment charges assessed against Ms. Mohamed's account with PECO during the periods of May 8, 2014 to June 23, 2016, and June 22, 2017 to June 21, 2018, and submit a copy of the said calculations to the Commission's Bureau of Technical Utility Services (TUS) for review. Once TUS has verified the calculation, PECO shall credit the Complainants an amount equal to the late payment charges accumulated during the periods in question, if that amount is more than \$0.00. See *Bartell v. PECO Energy Company*, Docket No. C-2016-2542213 (Final Order entered June 9, 2017). Consequently, the Complaint is granted to the extent it requests a refund of late payment charges for the periods of May 8, 2014 to June 23, 2016, and June 22, 2017 to June 21, 2018, but it is denied to the extent it challenges the propriety and accuracy of PECO's assessment of those late payment charges.

In view of the above, the Complaint is denied, in part, and granted, in part, in accordance with the discussion above.

² See Supplement No. 20 to PECO's Tariff Electric Pa. P.U.C. No. 5, Fifth Revised Page No. 71.

³ I note that neither section 1409 of the Code, nor section 56.22(d) of the Commission's regulations specify how far back in time the Commission can exercise its authority to waive late payment charges. Consequently, I have relied on the provisions of 66 Pa.C.S. § 1312 (regarding Refunds) as guidance for determining which late payment charges to waive in this instance.

CONCLUSIONS OF LAW

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

2. The parties filing the Complaint bear the burden of proving that they are entitled to relief from the Commission. 66 Pa.C.S. § 332(a).

3. "Burden of proof" means a duty to establish one's case by a preponderance of the evidence, which requires that the evidence be more convincing by even the smallest degree, than the evidence presented by the other side. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

4. A public utility's Commission-approved tariff carries the force of law and is *prima facie* reasonable. *See Pennsylvania Electric Co. v. Pa. Pub. Util. Comm'n*, 663 A.2d 281 (Pa.Cmwlth. 1995); *Shenango Township Board of Supervisors v. Pa. Pub. Util. Comm'n*, 686 A.2d 910, 914 (Pa.Cmwlth. 1996).

5. A public utility is prohibited from levying or assessing a late charge or penalty on any overdue public utility bill in an amount which exceeds 1.5% interest per month on the overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, may not exceed 18% simple interest per annum. 52 Pa.Code § 56.22 (a).

6. The Pennsylvania Public Utility Code and the Commission's regulations allow the Commission to "order a waiver of any late payment charges levied by a public utility as a result of a delinquent account for customers with a gross monthly household income not exceeding 150% of the Federal poverty level." 66 Pa.C.S. § 1409, 52 Pa.Code § 56.22(d).

ORDER

THEREFORE,

IT IS ORDERED:

1. That PECO late-filed Exhibits 7 and 8 are admitted into the record in this matter.
2. That the Formal Complaint filed by Salwa Mohamed and Ahmed Abdulrahman against PECO Energy Company at Docket No. F-2018-3001318 is granted, in part, and denied, in part.
3. That the Formal Complaint filed by Salwa Mohamed and Ahmed Abdulrahman against PECO Energy Company at Docket No. F-2018-3001318 is denied to the extent it challenges the terms of PECO Energy Company's Customer Assistance Fixed Credit Option.
4. That the Formal Complaint filed by Salwa Mohamed and Ahmed Abdulrahman against PECO Energy Company at Docket No. F-2018-3001318 is denied with regard to the claim that they were improperly enrolled in a payment arrangement with the company.
5. That the Formal Complaint filed by Salwa Mohamed and Ahmed Abdulrahman against PECO Energy Company at Docket No. F-2018-3001318 is denied to the extent it challenges the propriety and accuracy of PECO's assessment of late payment charges.
6. That the Formal Complaint filed by Salwa Mohamed and Ahmed Abdulrahman against PECO Energy Company at Docket No. F-2018-3001318 is granted to the

extent it requests a refund of late payment charges for the periods of May 8, 2014 to June 23, 2016, and June 22, 2017 to June 21, 2018.

7. That PECO Energy Company shall calculate the total amount of the uncanceled late payment charges assessed against Salwa Mohamed's account during the periods of May 8, 2014 to June 23, 2016, and June 22, 2017 to June 21, 2018, and submit a copy of the calculations to the Commission's Bureau of Technical Utility Services for review.

8. That once the Commission's Bureau of Technical Utility Services has verified the calculation, PECO Energy Company shall credit Salwa Mohamed's account an amount equal to the late payment charges accumulated during the periods of May 8, 2014 to June 23, 2016, and June 22, 2017 to June 21, 2018, if that amount is more than \$0.00.

9. That the Commission's Bureau of Technical Utility Services shall receive a copy of this Initial Decision.

10. That the Secretary mark this docket closed.

Date: October 22, 2018

/s/
Eranda Vero
Administrative Law Judge