

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

| | | |
|---------------------|---|----------------|
| Nateshea Fenderson | : | |
| | : | |
| v. | : | F-2018-2645544 |
| | : | |
| PECO Energy Company | : | |

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision grants, in part, and denies, in part, Nateshea Fenderson’s formal Complaint against PECO Energy Company at Docket No. F-2018-2645544. In particular, this Initial Decision grants the portion of Ms. Fenderson’s Complaint challenging the accuracy of charges related to her gas usage, as well as the portion of the Complaint requesting a payment arrangement, upon finding that Ms. Fenderson successfully carried the burden of proof on these issues. However, this Initial Decision denies the portion of Ms. Fenderson’s Complaint challenging the accuracy of charges related to her electricity usage, as well as her claims of improper termination and inadequate service by PECO, upon finding that Ms. Fenderson failed to carry the burden of proof on these issues.

HISTORY OF THE PROCEEDING

On January 31, 2018, Nateshea Fenderson (Ms. Fenderson or Complainant) filed a formal Complaint (Complaint) against PECO Energy Company (PECO or Respondent) with the Pennsylvania Public Utility Commission (Commission) at Docket No. F-2018-2645544

alleging: that the utility is threatening to shut off her electricity and gas services; that she is unable to pay her bills to PECO; and that PECO improperly disconnected her service(s) and made false statements to her. As relief, the Complainant requests: that she be made aware of any payment arrangements in writing; that PECO discuss payment arrangements with her before placing her on one; that she be placed on a fair payment arrangement; and she be awarded monetary damages for pain, suffering, as well as for loss of property, food and shelter.

The present Complaint is a timely appeal of the informal decision issued by the Commission's Bureau of Consumer Services (BCS) at BCS Case # 3552821.

On February 20, 2018, Respondent filed an Answer denying the material allegations of the Complaint.

A Hearing Notice dated February 27, 2018, notified the parties that an initial hearing was scheduled in this matter for May 4, 2018, at 10:00 a.m.

On May 4, 2018, the initial hearing convened as scheduled. Ms. Fenderson appeared *pro se* and testified in support of the Complaint. Shawane Lee, Esquire, appeared on behalf of Respondent. During the May 4, 2018 hearing, Ms. Fenderson was allowed to amend her present Complaint to include a high billing dispute. Tr. 40-41. Consequently, the matter was continued for a later date in order to allow PECO to conduct a high bill field investigation at the Complainant's residence.

A Hearing Notice dated June 28, 2018, notified the parties that a further in-person hearing was scheduled in this matter for Thursday, September 6, 2018.

A Prehearing Order was issued on August 23, 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.

The further hearing convened as scheduled on September 6, 2018. The Complainant appeared *pro se* and testified in support of the Complaint. Ms. Fenderson sponsored one exhibit, which was admitted into the record. Shawane Lee, Esq., represented the Respondent, and presented the testimony of Thomas Lerro, who is a high bill foreman with PECO, and of Elsa Leung, who is a regulatory assessor for PECO. The Respondent sponsored 15 exhibits, which were admitted into the record in this case.

At the hearing, Ms. Fenderson submitted documents purporting to be a Protection from Abuse Order (PFA) issued on her behalf. Upon review, the court documents submitted were found lacking and Ms. Fenderson was instructed to locate and submit the PFA as a late-filed exhibit. Tr. 141-43. In addition, PECO was instructed to conduct an accuracy test on the gas meter serving Ms. Fenderson's residence and submit the results as a late-filed exhibit. The parties were instructed that they had three weeks, or until September 27, 2018, to submit their respective late-filed exhibits, and an additional week, or until October 4, 2018, to file written objections to the opposing party's late-filed exhibit.

On September 24, 2018, PECO submitted late-filed Exhibit 16. Ms. Fenderson did not file any written objections to the admission of PECO late-filed Exhibit 16 into the record.

On October 1, 2018, Ms. Fenderson submitted additional court documents as Complainant's late-filed Exhibit 2. As it was not clear whether Ms. Fenderson had served copies of these documents upon the Respondent, I sent scanned copies of the documents to PECO's counsel, Ms. Lee. On October 11, 2018, PECO informed me in writing that it did not object to the admission of Complainant's late-filed Exhibit 2 into the record in this case and that it accepted the Order issued by the Superior Court of Mercer County, New Jersey, on August 21, 2006, as a valid PFA.

The record closed upon receipt of my copy of the hearing transcript on October 26, 2018.

FINDINGS OF FACT

1. The Complainant is Nateshea Fenderson.
2. The Respondent is PECO Energy Company.

a) High Billing Dispute

3. Ms. Fenderson first established gas and electric service at the Service Address on November 5, 2008. Tr. 67-68, 113.
4. Ms. Fenderson receives electric residential service and gas residential heating service from PECO. Tr. 113, PECO Exhibit 1.
5. The Service Address is a three-bedroom, three-story row house with a basement. Tr. 60.
6. The Service Address is an old house with poor insulation. Tr. 60-63.
7. Complainant resides at the Service Address with her adult son, her adult nephew, and her three minor children. Tr. 60.
8. On May 16, 2018, PECO performed a high bill field investigation at the Service Address. PECO Exhibit 8.
9. During the May 16, 2018 visit, the PECO technician verified that the last billed meter reading was correct and that there was no foreign load on Ms. Fenderson's line. Tr. 100-101, PECO Exhibit 8.

10. During the May 16, 2018 visit, the PECO technician tested the accuracy of Complainant's electricity meter (Meter # 116093750) with a meter tester. Tr. 101-102, PECO Exhibit 9.

11. On May 16, 2018, Meter # 116093750 tested 100.03% accurate on two full load tests, and 100.05% and 100.04% accurate on two light load tests. Tr. 101-102, PECO Exhibit 9.

12. During the May 16, 2018 field investigation, PECO's technician found the following electrical appliances at the Service Address: a top-bottom refrigerator, a cooking range, a microwave, an exhaust fan, a clothes washer, a clothes dryer, two standing fans, a furnace fan, five big screen TV sets, a cable box, a VCR/DVD set, a computer, a security system and a Wi-Fi router, as well as lighting for six rooms. Tr. 88-91, 93-94, PECO Exhibit 8.

13. Based on the electric appliances found at the Service Address, Ms. Fenderson currently has the potential to use 1,313 kWh per month in the summer months and 1,553 kWh of electricity per month in the colder months. Tr. 94-95, PECO Exhibit 8.

14. Ms. Fenderson had a kitchen electric baseboard heater through the end of 2016, which added approximately 320 kWh of electricity per month to Ms. Fenderson's potential for electricity usage in the colder months. Tr. 94.

15. During the May 16, 2018 field investigation, PECO's technician found the following gas appliances at the Service Address: a 125,000 BTU house heater and a 40,000 BTU water heater. Tr. 94, PECO Exhibit 8.

16. Based on the gas appliances found at the Service Address, Ms. Fenderson has the potential to use 140 CCF per month in the colder months and 39 CCF of gas per month in the warmer months. Tr. 94, PECO Exhibit 8.

17. Ms. Fenderson’s gas usage in the colder months for the last four years was as follows:

| 2014 – 2015 | | 2015 – 2016 | | 2016 – 2017 | | 2017 – 2018 | |
|-------------|------------|-------------|------------|-------------|------------|-------------|------------|
| 12/3/2014 | 193 | 11/30/2015 | 151 | 11/26/2016 | 215 | 12/4/2017 | 183 |
| 1/6/2015 | 229 | 12/31/2015 | 146 | 12/30/2016 | 231 | 1/2/2018 | 246 |
| 2/5/2015 | 295 | 2/3/2016 | 314 | 02/1/2017 | 279 | 2/1/2018 | 334 |
| 3/4/2015 | 305 | 3/2/2016 | 254 | 3/2/2017 | 213 | 3/2/2018 | 217 |
| 4/2/2015 | 204 | 3/21/2016 | 172 | 3/31/2017 | 237 | 4/4/2018 | 250 |

PECO Exhibit 1.

18. On September 24, 2018, PECO tested for accuracy the gas meter (Meter # 15690063) serving the Service Address. PECO late-filed Exhibit 16.

19. On September 24, 2018, Meter # 15690063 tested 100.06% accurate. PECO late-filed Exhibit 16.

20. During the period from March 5, 2012 to September 6, 2018, Ms. Fenderson made the following payments towards her account with PECO for gas and electric service at the Service Address:

| | Date – 2012 | Amount |
|---|--------------------|---------------------------------|
| 1 | 4/3/2012 | \$300.00 (LIHEAP ¹) |
| 2 | 5/30/2012 | \$324.00 |
| 3 | 6/25/2012 | \$284.00 |
| 4 | 8/1/2012 | \$340.00 |
| 5 | 8/10/2012 | \$135.00 (LIHEAP) |
| 6 | 8/29/2012 | \$199.00 |
| 7 | 10/1/2012 | \$301.00 |
| | Date – 2013 | Amount |
| 8 | 11/22/2013 | \$196.06 |

¹ Low-Income Home Energy Assistance Program (LIHEAP).

| | Date – 2014 | Amount |
|----|--------------------|--------------------|
| 9 | 1/2/2014 | \$355.65 |
| 10 | 1/13/2014 | \$230.00 |
| 11 | 1/21/2014 | \$100.00 |
| 12 | 5/28/2014 | \$410.00 |
| 13 | 7/21/2014 | \$835.30 |
| 14 | 9/2/2014 | \$100.00 |
| 15 | 10/13/2014 | \$410.00 |
| 16 | 11/24/2014 | \$410.00 |
| | Date – 2015 | Amount |
| 17 | 2/9/2015 | \$354.00 |
| 18 | 3/4/2015 | \$350.00 |
| 19 | 3/30/2015 | \$150.00 |
| 20 | 8/14/2015 | \$100.00 |
| 21 | 8/18/2015 | \$125.00 |
| 22 | 8/19/2018 | \$28.03 |
| | Date – 2016 | Amount |
| 23 | 1/11/2016 | \$150.00 |
| 24 | 2/18/2016 | \$500.00 |
| 25 | 5/10/2016 | \$500.00 |
| | Date – 2017 | Amount |
| 26 | 5/30/2017 | \$5,000.00 |
| 27 | 6/19/2017 | \$1,000.00 |
| 28 | 10/12/2017 | \$121.00 |
| 29 | 11/10/2017 | \$261.38 |
| | Date – 2018 | Amount |
| 30 | 4/10/2018 | \$524.20 |
| 31 | 6/13/2018 | \$277.00 |
| 32 | 7/12/2018 | \$277.00 |
| | Total | \$14,647.62 |

Tr. 118, PECO Exhibits 1 and 6.

21. As of the date of the hearing, Ms. Fenderson’s outstanding balance with PECO was \$13,888.29. Tr. 113.

22. During the period November 14, 2013 to September 6, 2018, Ms. Fenderson filed eight informal complaints against PECO with the Commission’s BCS (BCS Case ## 3171904, 3228520, 3430470, 3459421, 3490788, 3509471, 3530105, and 3552821) and three formal complaints (Docket Nos. F-2014-2438574, F-2014-2443804, and F-2018-2645544). Tr. 120-21, PECO Exhibit 3.

23. PECO has received and accepted three medical certificates regarding Ms. Fenderson's account for the Service Address. Tr. 121, PECO Exhibit 7.

24. From April 11, 2013 through August 9, 2018, Ms. Fenderson's account with PECO was out of collection for a total of 1,886 days. Tr. 120, PECO Exhibits 2-4.

25. From April 21, 2010 to September 6, 2018, the Complainant received eight payment arrangements on her PECO account and defaulted on all of them. Tr. 122, PECO Exhibit 5.

b) Inadequate or Unreasonable Service

26. The last three payment arrangements were issued on October 29, 2015, April 25, 2016, and June 21, 2017, respectively. Tr. 122-23, PECO Exhibit 5.

27. The payment arrangement issued on October 29, 2015 was issued as a result of a settlement agreement reached between Ms. Fenderson and PECO in the consolidated complaints at Docket Nos. F-2014-2438574 and F-2014-2443804. Tr. 123.

28. The October 29, 2015 payment arrangement required Ms. Fenderson to retire the outstanding balance of \$11,002.18 in 60 monthly installments of \$183.38 each, in addition to her paying her regular monthly budget bill. Tr. 123, PECO Exhibit 5.

29. On April 25, 2016, Ms. Fenderson defaulted on the October 29, 2015 payment arrangement. PECO Exhibits 1 and 5.

30. The April 25, 2016 payment arrangement required Ms. Fenderson to retire the outstanding balance of \$12,185.66 in 60 monthly installments of \$194.76 each, in addition to her paying her regular monthly budget bill. Tr. 123, PECO Exhibit 5.

31. On September 30, 2016, Ms. Fenderson defaulted on the April 25, 2016 payment arrangement. PECO Exhibits 1 and 5.

32. The June 21, 2017 payment arrangement resulted from PECO's termination of service at the Service Address on May 25, 2017 and subsequent restoration on May 30, 2017. Tr. 123, 133-34.

33. It is PECO's policy to discuss payment arrangements with customers whose service is restored after termination for non-payment as a way to ensure that the customers will keep up with their bills in the future. Tr. 133-34.

34. The June 21, 2017 payment arrangement required Ms. Fenderson to retire the outstanding balance of \$11,176.61 by paying a special budget bill of \$465.69 per month towards the arrears, in addition to paying her regular budget bill. Tr. 123-24, 126-27, PECO Exhibit 5.

35. On August 2, 2017, Ms. Fenderson defaulted on the June 21, 2017 payment arrangement. PECO Exhibits 1 and 5.

36. PECO's bills reflect the terms of any payment arrangement the customer is currently on. Tr. 125, PECO Exhibit 14.

c) Improper Termination of Services

37. On April 25, 2017, PECO issued a 10-day termination notice to Ms. Fenderson on an outstanding balance of \$16,084.46. Tr. 115, PECO Exhibit 2.

38. PECO's 10-day termination notices are effective for 60 days. Tr. 115-16, PECO Exhibit 2.

39. On May 2, 2017 and May 7, 2017, the Respondent made the required attempts to notify the Complainant of the 72-hour notice before termination. Tr. 115, PECO Exhibit 2.

40. On May 25, 2017, Ms. Fenderson's service was terminated for non-payment. Tr. 114, PECO Exhibit 2.

41. PECO agreed to restore Ms. Fenderson's service on the condition that she pay \$6,000.00 towards her outstanding balance. Tr. 117.

42. On May 26, 2017, Ms. Fenderson made a \$5,000.00 payment to PECO and informed the Respondent that the remaining \$1,000.00 would be paid by a charitable organization on her behalf. Tr. 117.

43. On May 26, 2017, PECO informed Ms. Fenderson that the company had not received a payment or the promise of a payment from a charitable organization on Complainant's behalf. *Id.*

44. On May 30, 2017, the charitable organization made a promise to pay \$1,000.00 to PECO on the Complainant's behalf. Tr. 117.

45. On May 30, 2017, PECO restored service to the Service Address. Tr. 117.

46. On June 19, 2017, PECO received a payment in the amount of \$1,000.00 from the charitable organization on Ms. Fenderson's behalf. Tr. 117, PECO Exhibit 1.

47. Ms. Fenderson is a victim under a protection from abuse order. Complainant late-filed Exhibit 2.

48. Ms. Fenderson did not notify PECO that she was under the protection of a PFA order either before or during the termination of services in May of 2017. Tr. 60.

d) Payment Arrangement

49. Ms. Fenderson is employed full time and receives an annual salary of \$65,000. Tr. 64.

50. Ms. Fenderson's adult son works 15 hours per week at a payrate of \$9.00 per hour. Tr. 65.

51. Ms. Fenderson testified that her rent is \$1,400.00 per month, her car payment, including car insurance, amounts to \$600.00 per month, her food and toiletries expenses amount to \$600.00 per month, her telephone bill is \$150.00 per month, and her health insurance is \$200.00 per month. Tr. 66.

DISCUSSION

In her amended formal Complaint against PECO, Ms. Fenderson alleged: that the utility is threatening to shut off her electricity and gas services; that she is unable to pay her bills to PECO; that PECO improperly disconnected her service(s); that PECO representatives made false statements to her; and that her outstanding balance is abnormally high. As relief, the Complainant requests: that she be made aware of any payment arrangements in writing; that PECO discuss payment arrangements with her before placing her on one; that she be placed on a fair payment arrangement; that her outstanding balance be reviewed for accuracy; and that she be awarded monetary damages for pain, suffering, as well as for loss of property, food and shelter.

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S.A. § 332(a). To satisfy this burden, the Complainant 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 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 her 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*, 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).

a) High Billing Dispute

In *Waldron v. Philadelphia Electric Company*, (*Waldron*), 54 Pa. PUC 98 (1980), the Commission adopted the Michigan Public Service Commission's (PSC's) policy announced in *Hallifax v. O & A Electric Co-Op*, Case No. U-5825 (May 1979), which stated that, while the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. The Michigan PSC stated that it will also consider the following factors: the billing history of the complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. *Waldron* at 100.

While a comparison of the disputed monthly bill to the Complainant's billing history and the consistency of her usage pattern are important criteria to consider, they alone do not resolve the issue of the Complainant's disputed high bill. *Waldron* does not limit the establishment of a prima facie case to the above two elements alone. Rather, the Commission may consider the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding. See *Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010); *Thomas v. PECO Energy Company*, Docket No. C-2010-2187197 (Order entered November 15, 2011).

Thus, a complainant in a high bill case has the opportunity to present any other relevant evidence which, if sufficient to establish a prima facie case, can be used to sustain the burden of proof. There is no specific requirement as to what particular facts the complainant must offer. This will likely vary from case to case. In *Waldron*, for example, the complainant did not provide a comparison of prior billing, but asserted that the apartment was uninhabited during the billing period in question and that the only operating appliances were a clock and a refrigerator; that two air conditioners were disconnected; and that, even if the latter had been connected, the complainant could not possibly have used the energy reflected in the billing. The Commission remanded the complaint in *Waldron* reasoning that, had the record been properly developed, those facts may have established a prima facie high bill case, and then the Company would have had to introduce evidence to overcome the prima facie case. *Waldron* at 101. Therefore, to establish a prima facie case under *Waldron*, a complainant must show the disputed bill was abnormally high when compared to prior usage patterns and that his or her pattern of usage has not changed or must provide other relevant evidence showing that the disputed bill is unreasonably high.

As set forth in *Waldron*, evidence proffered by a utility relating to the accuracy of a meter test alone, in response to a high bill complaint, is not conclusive evidence and would not, by itself, require a finding against a complainant and in favor of a company. *Id.* In other words, evidence of a meter test showing that the meter worked within the acceptable degree of accuracy can be overcome with circumstantial evidence that otherwise indicates that a bill was too high.

At the initial hearing on May 4, 2018, Ms. Fenderson disputed her entire outstanding balance stating that it was not possible for her to use the amount of gas and electricity that she was charged each month because her family spends little time at home since she works, and her children go to school. Tr. 63. She testified that the Service Address is a three-bedroom, three-story row house with a basement. Tr. 60. She resides there with her adult son, her adult nephew, and her three minor children. Tr. 60. Ms. Fenderson described the Service Address as an old house with poor insulation. Tr. 60-63. She explained that following her prior formal complaint against PECO she had her landlord make a few repairs to the house in order to improve its energy efficiency. In particular, in 2016 the landlord removed the electric baseboard heater in Ms. Fenderson’s kitchen. Tr. 63.

In response to Ms. Fenderson’s testimony, PECO’s witness Ms. Leung testified that Ms. Fenderson receives electric residential service and gas residential heating service from PECO. Tr. 113, PECO Exhibit 1. Complainant first established gas and electric service at the Service Address on November 5, 2008. Tr. 67-68, 113. As of the date of the further hearing, Ms. Fenderson’s outstanding balance with PECO was \$13,888.29. Tr. 113. According to PECO, Ms. Fenderson’s balance is the direct result of her making sporadic payments towards her account with PECO. Tr. 118. During the period from March 5, 2012 to September 6, 2018, Ms. Fenderson made the following payments towards her account with PECO for gas and electric service at the Service Address:

| | Date – 2012 | Amount |
|---|--------------------|-------------------|
| 1 | 4/3/2012 | \$300.00 (LIHEAP) |
| 2 | 5/30/2012 | \$324.00 |
| 3 | 6/25/2012 | \$284.00 |
| 4 | 8/1/2012 | \$340.00 |
| 5 | 8/10/2012 | \$135.00 (LIHEAP) |
| 6 | 8/29/2012 | \$199.00 |
| 7 | 10/1/2012 | \$301.00 |
| | Date – 2013 | Amount |
| 8 | 11/22/2013 | \$196.06 |

| | Date – 2014 | Amount |
|----|--------------------|---------------|
| 9 | 1/2/2014 | \$355.65 |
| 10 | 1/13/2014 | \$230.00 |
| 11 | 1/21/2014 | \$100.00 |
| 12 | 5/28/2014 | \$410.00 |
| 13 | 7/21/2014 | \$835.30 |
| 14 | 9/2/2014 | \$100.00 |
| 15 | 10/13/2014 | \$410.00 |
| 16 | 11/24/2014 | \$410.00 |
| | Date – 2015 | Amount |
| 17 | 2/9/2015 | \$354.00 |
| 18 | 3/4/2015 | \$350.00 |
| 19 | 3/30/2015 | \$150.00 |
| 20 | 8/14/2015 | \$100.00 |
| 21 | 8/18/2015 | \$125.00 |
| 22 | 8/19/2018 | \$28.03 |
| | Date – 2016 | Amount |
| 23 | 1/11/2016 | \$150.00 |
| 24 | 2/18/2016 | \$500.00 |
| 25 | 5/10/2016 | \$500.00 |
| | Date – 2017 | Amount |
| 26 | 5/30/2017 | \$5,000.00 |
| 27 | 6/19/2017 | \$1,000.00 |
| 28 | 10/12/2017 | \$121.00 |
| 29 | 11/10/2017 | \$261.38 |
| | Date – 2018 | Amount |
| 30 | 4/10/2018 | \$524.20 |
| 31 | 6/13/2018 | \$277.00 |
| 32 | 7/12/2018 | \$277.00 |
| | | |

Tr. 118, PECO Exhibits 1 and 6.

Ms. Leung explained that Ms. Fenderson’s outstanding balance has resulted from the numerous halts in PECO’s collection activities on her account. In particular, Ms. Leung testified that during the period November 14, 2013 to September 6, 2018, Ms. Fenderson filed eight informal complainants against PECO with the Commission’s BCS (BCS Case ## 3171904, 3228520, 3430470, 3459421, 3490788, 3509471, 3530105, and 3552821) and three formal complaints (Docket Nos. F-2014-2438574, F-2014-2443804, and F-2018-2645544). Tr. 120-21, PECO Exhibit 3. Ms. Fenderson has submitted three medical certificates to PECO and she has received and defaulted on eight payment arrangements on her PECO account. Tr. 121, PECO

Exhibit 7. Ms. Leung explained that each of these instances, along with the winter moratorium mandated by the Commission regulation at 56 Pa.Code § 56.100(b), halted PECO's collection's activities on Ms. Fenderson's account. According to Ms. Leung's calculations, from April 11, 2013 through August 9, 2018 (1,946 days), collection activities on Ms. Fenderson's account were halted for a total of 1,886 days. Tr. 120, PECO Exhibits 2-4.

Next, Mr. Lerro testified regarding the high bill field investigation that PECO performed at the Service Address on May 16, 2018. PECO Exhibit 8. He stated that during the May 16, 2018 visit, the PECO technician verified that the last billed meter readings were correct and that there was no foreign load on Ms. Fenderson's line. Tr. 100-101, PECO Exhibit 8. The PECO technician tested the accuracy of Complainant's electricity meter (Meter # 116093750) with a meter tester. Tr. 101-102, PECO Exhibit 9. Mr. Lerro testified that Meter # 116093750 tested 100.03% accurate on two full load tests, and 100.05% and 100.04% accurate on two light load tests. Tr. 101-102, PECO Exhibit 9.

In addition, Mr. Lerro explained that during the May 16, 2018 field investigation, PECO's technician found the following electrical appliances at the Service Address: a top-bottom refrigerator, a cooking range, a microwave, an exhaust fan, a clothes washer, a clothes dryer, two standing fans, a furnace fan, five big screen TV sets, a cable box, a VCR/DVD set, a computer, a security system and a Wi-Fi router, as well as lighting for six rooms. Tr. 88-91, 93-94, PECO Exhibit 8. Based on the electric appliances found at the Service Address, PECO concluded that Ms. Fenderson currently has the potential to use 1,313 kWh per month in the summer months and 1,553 kWh of electricity per month in the colder months. Tr. 94-95, PECO Exhibit 8. However, Mr. Lerro pointed out that Ms. Fenderson had a kitchen electric baseboard heater through the end of 2016, which added approximately 320 kWh of electricity per month to Ms. Fenderson's potential for electricity usage in the colder months. Tr. 94.

In his testimony, Mr. Lerro performed a usage analysis for Ms. Fenderson's electricity consumption from 2012 to 2018. Tr. 96-99. During his analysis, Mr. Lerro pointed out several instances when, during the warmer months, Ms. Fenderson's electricity consumption exceeded her potential for electricity usage in the warmer months as calculated during the May

2018 high bill field investigation. Mr. Lerro explained that excess usage was indicative of air conditioning units being operated at the Service Address during the warmer months. Tr. 96-99. He acknowledged that no air conditioning units were observed during the high bill field investigation but noted that the investigation was conducted in May when such units are not usually in operation and when they are put away by their owners. Tr. 96. Mr. Lerro conclusion is supported by Ms. Fenderson's testimony regarding her use of air conditioning during the years 2014-2015. Tr. 107-108.

In view of the above, I find that Ms. Fenderson has failed to carry her burden of proving that the electricity charges on her PECO bills are incorrect.

Regarding Ms. Fenderson's gas charges, Mr. Lerro testified that during the May 16, 2018 field investigation, PECO's technician found the following gas appliances at the Service Address: a 125,000 BTU house heater and a 40,000 BTU water heater. Tr. 94, PECO Exhibit 8. Based on the gas appliances found at the Service Address, PECO calculated that Ms. Fenderson has the potential to use 140 CCF of gas per month in the colder months and 39 CCF of gas per month in the warmer months. Tr. 94, PECO Exhibit 8. Mr. Lerro also testified that, while at the Service Address, the PECO technician performed a passing load test using the gas water heater and found the results to indicate that the meter was accurate. Tr. 100. Additionally, in accordance to my instructions on September 24, 2018, PECO conducted a second and more detailed accuracy test on the gas meter (Meter # 15690063) serving the Service Address. PECO late-filed Exhibit 16. Meter # 15690063 tested 100.06% accurate. PECO late-filed Exhibit 16.

Mr. Lerro did not perform a usage analysis for Ms. Fenderson's gas consumption and Ms. Fenderson did not challenge his testimony on her gas usage potential. However, a review of Ms. Fenderson's gas usage history reveals that she regularly exceeded the 140 CCF potential that PECO has calculated for the colder months. PECO Exhibit 1. In particular:

| 2014 – 2015 | | 2015 – 2016 | | 2016 – 2017 | | 2017 – 2018 | |
|-------------|------------|-------------|------------|-------------|------------|-------------|------------|
| 12/3/2014 | 193 | 11/30/2015 | 151 | 11/26/2016 | 215 | 12/4/2017 | 183 |
| 1/6/2015 | 229 | 12/31/2015 | 146 | 12/30/2016 | 231 | 1/2/2018 | 246 |
| 2/5/2015 | 295 | 2/3/2016 | 314 | 02/1/2017 | 279 | 2/1/2018 | 334 |
| 3/4/2015 | 305 | 3/2/2016 | 254 | 3/2/2017 | 213 | 3/2/2018 | 217 |
| 4/2/2015 | 204 | 3/21/2016 | 172 | 3/31/2017 | 237 | 4/4/2018 | 250 |

PECO Exhibit 1. The highlighted areas above indicate months when Ms. Fenderson’s consumption of gas at the Service Address was at twice her potential for gas usage as calculated by PECO. I suspect that the discrepancy resulted from human error either in calculating Ms. Fenderson’s potential for gas usage or in reading the plate rating on her gas appliances. As a result, based on the evidence placed on the record by PECO’s witness, I must find that the gas charges on PECO’s bills are incorrect as rendered because they far exceed Ms. Fenderson’s potential for gas usage as calculated by PECO. Consequently, the Respondent must refund the Complainant all amounts related to gas usage in excess of her potential for gas usage in the colder months for the period November 2014 to April 2018. The refunds must comply with Public Utility Code, 66 Pa.C.S. § 1312(a), which governs refunds.

Section 1312(a) provides in pertinent part as follows:

If, in any proceeding involving rates, the commission shall determine that any rate received by a public utility was...in violation of any regulation or order of the commission, or was in excess of the applicable rate contained in an existing and effective tariff of such public utility, the commission shall have the power and authority to make an order requiring the public utility to refund the amount of any excess paid by any patron...within four years prior to the date of the filing of the complaint, together with interest at the legal rate from the date of each such excessive payment...

Within 30 days of the date of the Commission Order in this case, PECO shall issue the refund and provide Ms. Fenderson with a detailed breakdown of the calculations. A copy of the refund and the supporting calculations shall be served on the Commission's Bureau of Consumer Services.

b) Inadequate or Unreasonable Service

At the evidentiary hearings, Ms. Fenderson testified that PECO failed to provide her with correct or complete information regarding her eligibility for payment arrangements and the terms of the payment arrangements that she entered. See Tr. 54, 71-75. In response to her testimony, PECO's witness Ms. Leung testified that from April 21, 2010 to September 6, 2018, the Complainant received eight payment arrangements on her PECO account and defaulted on all of them. Tr. 122, PECO Exhibit 5.

The last three payment arrangements were issued on October 29, 2015, April 25, 2016, and June 21, 2017, respectively. Tr. 122-23, PECO Exhibit 5. The payment arrangement issued on October 29, 2015 was issued as a result of a settlement agreement reached between Ms. Fenderson and PECO in the consolidated complaints at Docket Nos. F-2014-2438574 and F-2014-2443804. Tr. 123. The October 29, 2015 payment arrangement required Ms. Fenderson to retire the outstanding balance of \$11,002.18 in 60 monthly installments of \$183.38 each, in addition to her paying her regular monthly budget bill. Tr. 123, PECO Exhibit 5. On April 25, 2016, Ms. Fenderson defaulted on this payment arrangement. PECO Exhibits 1 and 5.

The April 25, 2016 payment arrangement required Ms. Fenderson to retire the outstanding balance of \$12,185.66 in 60 monthly installments of \$194.76 each, in addition to her paying her regular monthly budget bill. Tr. 123, PECO Exhibit 5. On September 30, 2016, Ms. Fenderson defaulted on the April 25, 2016, payment arrangement. PECO Exhibits 1 and 5.

The June 21, 2017, payment arrangement resulted from PECO's termination of service at the Service Address on May 25, 2017 and subsequent restoration on May 30, 2017. Tr. 123, 133-34. Ms. Leung explained that it is PECO's policy to discuss payment arrangements with customers whose service is restored after termination for non-payment as a way to ensure that the customers will keep up with their bills in the future. Tr. 133-34. The June 21, 2017 payment arrangement required Ms. Fenderson to retire the outstanding balance of \$11,176.61 by paying a special budget bill of \$465.69 per month towards the arrears, in addition to paying her regular budget bill. Tr. 123-24, 126-27, PECO Exhibit 5. On August 2, 2017, Ms. Fenderson

defaulted on the June 21, 2017 payment arrangement. PECO Exhibits 1 and 5. Ms. Leung pointed out that PECO's bills reflect the terms of any payment arrangement the customer is currently on. Tr. 125, PECO Exhibit 14.

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 Complainant failed to carry her burden of proving that PECO was remiss in fulfilling this duty to her, or that it violated any other Commission statute, regulation or order, with regard to the payment arrangements in question.

c) Improper Termination of Services

In her formal Complaint, Ms. Fenderson alleged that PECO improperly terminated her services in May of 2017 and requested monetary damages for pain, suffering, and loss of property, food and shelter.in connection with that termination. Before addressing Ms. Fenderson's claim of improper termination of service, I note that the Commission is without power to award monetary damages to a private litigant. *Feingold v. Bell Of Pennsylvania*, 477 Pa. 1, 383 A.2d 791 (1977); *Morrow v. Bell Telephone Co. of Pennsylvania*, 330 Pa.Super. 276, 479 A.2d 548 (1984); *West Penn Power Co. v. Pa. Public Utility Comm'n*, 104 Pa.Cmwlth. 21, 521 A.2d 75 (1987); *Ostrov v. I.F.T., Inc.*, 402 Pa.Super. 87, 586 A.2d 409 (1991). A request for monetary damages must be pursued before a Magisterial District Justice or a Court of Common Pleas.

At the hearings, Ms. Fenderson testified that in April of 2017 she received a termination notice. Tr. 79. She added that PECO improperly terminated service before the date specified in the termination notice, and then did not restore service for several days after she made the required payment. Tr. 52-54, 59-60. According to Ms. Fenderson, PECO's delay in restoring her service resulted in her losing perishable food in her refrigerator, as well her having to sleep in her car while her children found alternative arrangements. Tr. 21.

During cross examination, Ms. Fenderson admitted that any attempts by PECO to reach her by telephone during the period in question would have been unsuccessful as she had changed her telephone number and had not notified the Respondent. Tr. 80. Ms. Fenderson also admitted that she had not notified PECO that she was a victim under a protection from abuse order either before or during the termination of service in May of 2017. Tr. 60.

In response to Ms. Fenderson's testimony, PECO's witness Ms. Leung testified that on April 25, 2017, PECO issued a 10-day termination notice to the Complainant on an outstanding balance of \$16,084.46. Tr. 115, PECO Exhibit 2. PECO's 10-day termination notices are effective for 60 days. Tr. 115-16, PECO Exhibit 2. On May 2, 2017 and May 7, 2017, the Respondent made the required attempts to notify the Complainant of the 72-hour notice before termination. Tr. 115, PECO Exhibit 2. On May 25, 2017, Ms. Fenderson's service was terminated for non-payment. Tr. 114, PECO Exhibit 2. PECO agreed to restore Ms. Fenderson's service on the condition that she pay \$6,000.00 towards her outstanding balance. Tr. 117. On May 26, 2017, Ms. Fenderson made a \$5,000.00 payment to PECO and informed the Respondent that the remaining \$1,000.00 would be paid by a charitable organization on her behalf. Tr. 117. PECO informed Ms. Fenderson that the company had not received a payment or the promise of a payment from a charitable organization on Complainant's behalf. *Id.*

Ms. Leung testified that on May 30, 2017, the charitable organization made a promise to pay \$1,000.00 to PECO on the Complainant's behalf. Tr. 117. On May 30, 2017, PECO restored service to the Service Address. Tr. 117. On June 19, 2017, PECO received a payment in the amount of \$1,000.00 from the charitable organization on Ms. Fenderson's behalf. Tr. 117, PECO Exhibit 1.

The Pennsylvania Public Utility Code (the Code) at 66 Pa.C.S. § 1406(b), concerning notice of termination of service, provides in pertinent part as follows:

(b) *Notice of termination of service.*

(1) Prior to terminating service under subsection (a), a public utility:

(i) Shall provide written notice of the termination to the customer at least ten days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days.

(ii) Shall attempt to contact the customer or occupant to provide notice of the proposed termination at least three days prior to the scheduled termination using one or more of the following methods:

(A) in person;

(B) by telephone. Phone contact shall be deemed complete upon attempted calls on two separate days to the residence between the hours of 8 a.m. and 9 p.m. if the calls were made at various times each day; or

(C) by email, text message or other electronic messaging format consistent with the commission's privacy guidelines and approved by commission order.

(D) In the case of electronic notification only, the customer must affirmatively consent to be contacted using a specific electronic messaging format, for purpose of termination.

(iii) During the months of December through March, unless personal contact has been made with the customer or responsible adult by personally visiting the customer's residence, the public utility shall, within 48 hours of the scheduled date of termination, post a notice of the proposed termination at the service location.

(iv) After complying with paragraphs (ii) and (iii), the public utility shall attempt to make personal contact with the customer or responsible adult at the time service is terminated. Termination of service shall not be delayed for failure to make personal contact.

(2) The public utility shall not be required by the commission to take any additional actions prior to termination.

66 Pa.C.S. § 1406(b). With regard to the reconnection of services, the Code provides as follows:

(b) **Timing.** — When service to a dwelling has been terminated and provided the applicant has met all applicable conditions, the public utility shall reconnect service as follows:

(1) Within 24 hours for erroneous terminations or upon receipt by the public utility of a valid medical certification.

(2) Within 24 hours for terminations occurring after November 30 and before April 1.

(3) Within three days for erroneous terminations requiring street or sidewalk digging.

(4) Within three days from April 1 to November 30 for proper terminations.

(5) Within seven days for proper terminations requiring street or sidewalk digging.

(c) *Payment to restore service.*

(1) A public utility shall provide for and inform the applicant or customer of a location where the customer can make payment to restore service.

(2) A public utility may require:

(i) Full payment of any outstanding balance incurred together with any reconnection fees by the customer or applicant prior to reconnection of service if the customer or applicant has an income exceeding 300% of the Federal poverty level or has defaulted on two or more payment arrangements. If a customer or applicant with household income exceeding 300% of the Federal poverty level experiences a life event, the customer shall be permitted a period of not more than three months to pay the outstanding balance required for reconnection. For purposes of this subparagraph, a life event is:

(A) A job loss that extended beyond nine months.

(B) A serious illness that extended beyond nine months.

(C) Death of the primary wage earner.

(ii) Full payment of any reconnection fees together with repayment over 12 months of any outstanding balance incurred by the customer or applicant if the customer or applicant has an income exceeding 150% of the Federal poverty level but not greater than 300% of the Federal poverty level.

(iii) Full payment of any reconnection fees together with payment over 24 months of any outstanding balance incurred by the customer or applicant if the customer or applicant has an income not exceeding 150% of the Federal poverty level. A customer or applicant of a city natural gas distribution operation whose household income does not exceed 135% of the Federal poverty level shall be reinstated pursuant to this subsection only if the customer or applicant enrolls in the customer assistance program of the city natural gas distribution operation except that this requirement shall not apply if the financial benefits to such customer or applicant are greater if served outside of that assistance program.

66 Pa.C.S. § 1407(b) and (c).

Because Ms. Fenderson did not inform PECO that she was under the protection of a valid PFA, PECO was correct in following the provisions of 66 Pa.C.S. §§ 1406, 1407 for the termination and reconnection of her services in April-May of 2017. The Complainant failed to

carry her burden of proving that PECO acted improperly in terminating her services on May 25, 2017 and in restoring them only on May 30, 2017.

d) Payment Arrangement

In her formal Complaint and at the evidentiary hearings, Ms. Fenderson indicated that she is a victim under a protection from abuse order. Complainant late-filed Exhibit 2. Accordingly, Chapter 14 of the Public Utility Code and the regulations in subchapters A through K of Chapter 56 of the Commission's regulations do not apply to her claim that she is unable to pay her utility bills to PECO and to her request for a payment arrangement. 66 Pa.C.S. § 1417. Rather, the standards set forth in subchapters L-V of Chapter 56 are the law that applies to this matter. 52 Pa.Code § 56.251.

By law, a public utility is entitled to receive payment for the service it provides. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa.Cmwlth. 1982); *Scaccia v. West Penn Power Co.*, 55 Pa. PUC 637 (1982). See also *Kea v. Peoples Natural Gas Co.*, 60 Pa. PUC 215 (1985). PECO has the right to bill and receive payment for the utility service actually supplied. 66 Pa.C.S. § 1303. *Neal v. Philadelphia Gas Works*, Docket No. Z 00971874 (Order entered January 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa. PUC 213 (1990). All customers are obligated to pay for utility service. Otherwise, unpaid bills are included in the utility's uncollectible expenses, which all of its remaining customers must pay. *Bolt v. Duquesne Light Co.*, Docket No. Z-8712758 (Order entered April 8, 1988). A payment arrangement, which prevents service termination as long as the consumer complies with it, is a privilege, not a right. *Mandell v. Duquesne Light Co.*, Docket No. C-20030234 (Order entered March 17, 2004).

Accordingly, the first question is whether Ms. Fenderson is eligible for a payment arrangement. She resides at the Service Address with her adult son, her adult nephew, and her three minor children. Tr. 60. Ms. Fenderson is employed full time, receiving an annual salary of \$65,000.00. Tr. 64. In addition, Ms. Fenderson's adult son works 15 hours per week at a payrate of \$9.00 per hour. Tr. 65. Ms. Fenderson's gross household income is \$72,020.00 per

year, or \$6,001.00 per month.² Ms. Fenderson testified that her rent is \$1,400.00 per month, her car payment, including car insurance, amounts to \$600.00 per month, her food and toiletries expenses amount to \$600.00 per month, her telephone bill is \$150.00 per month, and her health insurance is \$200.00 per month. Tr. 66.

Ms. Fenderson has been granted several payment arrangements and has failed to comply with any of them. Although her payment history is sporadic, it indicates an effort on her part to pay her bills and keep her electric and gas service on. I note that while she has progressively accumulated a large balance since she initiated service at the Service Address in 2008, the record indicates that she made payments totaling \$14,647.60 during the period April 3, 2012 to July 12, 2018. In addition, while Ms. Fenderson's outstanding balance is large, she does have regular employment and therefore generates an income that can be budgeted to meet her monthly expenses. Therefore, I believe it is appropriate to award Ms. Fenderson a payment arrangement and provide her with the opportunity to pay what she owes and retire her debt. Ms. Fenderson is cautioned that she must comply with the arrangement as ordered. *Cf. Van Patten v. Peoples Natural Gas Company LLC*, Docket No. F-2012-2298163 (Opinion and Order entered April 18, 2013). If she fails to do so, the Commission will be less likely to order another in the future. *See Stormer v. Pennsylvania-American Water Company*, Docket No. C-2011-2249169 (Final Order March 28, 2012) (dismissing a complaint of a PFA victim who requested a payment arrangement).

Section 56.421 offers some guidance for an appropriate payment arrangement when Chapter 14 does not apply:

When service to a dwelling has been terminated, the utility shall reconnect service within 24 hours after receiving one of the following:

- (1) Full payment of an outstanding charge plus the reconnection fee specified in the utility's tariff on file with the Commission. Outstanding charges and the reconnection fee may be amortized

² Ms. Fenderson's income of \$65,000.00 per year, plus the income of Ms. Fenderson's adult son of \$7,020.00 per year (15 hour per week x \$9.00 per hour x 52 weeks per year ÷ 12 months per year), equals \$72,020.00 per year, or \$6,001.00 per month.

over a *reasonable period of time*. Factors to be taken into account include, but are not limited to:

- (i) The size of the unpaid balance.
- (ii) The ability of the customer to pay.
- (iii) The payment history of the customer.
- (iv) The length of time over which the bill accumulated.

52 Pa.Code § 56.421 (emphasis added).

Considering Ms. Fenderson’s income and family size, she would normally be eligible for a maximum of three years to repay her arrearage pursuant to Chapter 14. 66 Pa.C.S. § 1405(b). However, the Public Utility Code recognizes that PFA victims face special challenges and may be accorded more generous repayment terms. The maximum time permitted for payment arrangements under Chapter 14 is five years. Taking guidance from Chapter 14, I find that five years is a reasonable period of time for Ms. Fenderson to reorganize her finances and make regular payments on her PECO account. See *Brooks v. Peoples Natural Gas Company, LLC*, Docket No. C-2015-2495415 (Final Order entered April 19, 2016). There were no factors presented at the hearing which would justify a longer repayment period.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of this dispute. 66 Pa.C.S. § 701.
2. The complainant seeking affirmative relief from the Commission has the burden of proving the Complaint allegations by producing evidence which establishes material facts by a preponderance of the evidence. 66 Pa.C.S. § 332(a).
3. In establishing whether a “high bill” has been demonstrated, while the accuracy of the meter is an important factor in resolving billing disputes, the Commission will also consider the billing history of the Complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that

are brought to light during the complaint proceeding. *Waldron v. Philadelphia Electric Co.*, 54 Pa. PUC 98, 100 (1980).

4. 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. § 1501.

5. The Responsible Utility Customer Protection Act does not apply to the Complainant's request for a payment arrangement. 66 Pa.C.S. § 1417.

6. Chapter 56, subchapters L-V apply to the Complainant's request for a payment arrangement because the utility customer is a victim under a protection from abuse order. 52 Pa.Code § 56.251.

ORDER

THEREFORE,

IT IS ORDERED:

1. That Complainant late-filed Exhibit 2 and PECO late-filed Exhibit 16 are admitted into the record in this case.

2. That the formal Complaint of Nateshea Fenderson against PECO Energy Company at Docket No. F-2018-2645544, is sustained in part and dismissed in part.

3. That the formal Complaint of Nateshea Fenderson against PECO Energy Company at Docket No. F-2018-2645544, is sustained, in part, with regard to her dispute of the charges related to her gas usage.

4. That PECO Energy Company must refund Nateshea Fenderson all amounts related to gas usage in excess to her potential for gas usage in the colder months for the period November 2014 to April 2018.

5. That PECO Energy Company shall issue the refund within 30 days of the date of the Commission's Order in this case and provide Ms. Fenderson with a detailed breakdown of the calculations.

6. That PECO Energy Company shall serve a copy of the refund and the supporting calculations upon the Commission's Bureau of Consumer Services.

7. That the formal Complaint of Nateshea Fenderson against PECO Energy Company at Docket No. F-2018-2645544, is sustained, in part, with regard to her request for a payment arrangement.

8. That Nateshea Fenderson shall pay PECO Energy Company on or before the due date for payment of each monthly bill, the monthly budget amount for current consumption, plus 1/60th of the arrearage owed on her account to be calculated as of the date the Commission enters its Order in this case; these payments shall commence with the first monthly bill received after entry of the Commission's Order in this case and continue thereafter on the due date for the payment of each regular monthly bill, until the arrearage on this account has been paid in full.

9. That, so long as Nateshea Fenderson adheres to the terms of this Order, PECO Energy Company shall not assess any late payment charges nor shall PECO Energy Company terminate service to Nateshea Fenderson, except for valid safety and/or emergency reasons.

10. That, if Nateshea Fenderson fails to keep the payment schedule stated in this Order, PECO Energy Company is authorized to suspend or terminate her utility service in accordance with the Commission's statute and regulations.

11. That the formal Complaint of Nateshea Fenderson against PECO Energy Company at Docket No. F-2018-2645544, is denied, in part, with regard to her dispute of charges related to her electricity usage, as well as her claims of improper termination and inadequate service by PECO Energy Company.

12. That the Secretary mark this docket closed and discontinued.

Date: January 16, 2018

_____/s/
Eranda Vero
Administrative Law Judge