

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Irene Bridges	:	
	:	
v.	:	C-2018-3002462
	:	
PECO Energy Company	:	

**INITIAL DECISION**

Before  
Darlene D. Heep  
Administrative Law Judge

**INTRODUCTION**

The Complainant did not establish that PECO violated a Commission statute, regulation or Order when PECO shut off the Complainant's service or that PECO billed her incorrectly. The Complaint will be dismissed.

**HISTORY OF THE PROCEEDING**

On June 4, 2018, Irene Bridges (Ms. Bridges or Complainant) filed a formal Complaint (Complaint) against PECO Energy Company (PECO or Respondent) with the Pennsylvania Public Utility Commission (Commission). On the Complaint form, Ms. Bridges indicated that PECO had shut off her service and that she wanted a payment arrangement.

On June 13, 2018, Respondent filed an Answer denying the material allegations of the Complaint. PECO also stated in the Answer that the Complainant's service was terminated for an overdue balance and that because the balance accumulated under PECO's Customer Assistance

Program (CAP), the Complainant is ineligible for a payment arrangement under 66 Pa.C.S. § 1405(c).

A Hearing Notice dated June 14, 2018, notified the parties that an initial hearing was scheduled in this matter for July 31, 2018, at 9:30 a.m.

On July 31, 2018, the initial hearing convened as scheduled. Ms. Bridges appeared *pro se* and testified in support of the Complaint. Shawane Lee, Esq., represented the Respondent, and presented the testimony of Dana McCollum, who is a Regulatory Assessor with PECO.

The Complainant presented no exhibits. The Respondent sponsored 6 exhibits.

Ms. Bridges did not have service at the time that she filed the Complaint, but she had service at the time of the hearing. It was restored when she entered into a payment arrangement with PECO. (Tr. 5-6). As the Complainant was no longer seeking a payment arrangement, that issue will not be addressed herein. The issues still of concern to the Complainant were whether she was properly billed for service when she was not at the service address and whether PECO committed a violation when the company shut off her service.

At the close of the hearing, the Complainant and PECO were advised that within 30 days they could submit additional documents regarding payments made by the Complainant for both addresses and any documentation supporting the Complainant's absence from the Alden street address. The Complainant submitted no additional documents. PECO submitted PECO Exhibits 7, 8, 9 and 10.

Ms. Bridges was contacted in October of 2018 to determine whether she planned to file any response to PECO Exhibits 7-10. She stated that she was still gathering documents to show that she was hospitalized during the period in question and not residing at the service address. As Ms. Bridges was acting *pro se*, an order was issued on November 14, 2018, which stated:

1. That the Complainant has until **December 7, 2018**, to file with the Commission and send a copy to PECO Energy Company any evidence to establish that she

is not responsible for the charges she contests, including but not limited to hospital records or other evidence showing that she requested transfer of the PECO service and/or did not reside at the address at issue.

2. PECO has until **December 17, 2018**, to provide a response.

The Complainant did not submit additional documents and the record closed on December 17, 2018, the final date for responses. The record contains 10 exhibits admitted into the record and a 58-page transcript.

### FINDINGS OF FACT

1. The Complainant is Irene Bridges.
2. The Respondent is PECO Energy Company.
3. Ms. Bridges is 77 years old and has owned 1946 South Alden Street, Philadelphia, Pennsylvania (Alden Street), for 47 years. (Tr. 18).
4. Ms. Bridges is a PECO customer at Alden Street.
5. The Alden Street PECO account was established in April of 1976. (Tr. 37; PECO Exhibit 2).
6. Ms. Bridges' grandson resided at 2527 Massey Street, Philadelphia, Pennsylvania (Massey Street). (Tr. 6; PECO Exhibits 8 and 9).
7. After suffering health issues and following the advice of her doctor not to live alone during her recovery, Ms. Bridges moved in with her grandson on Massey Street. (Tr. 6).
8. After moving to Massey Street in 2016, Ms. Bridges contacted PECO and asked that service at Massey Street be placed in her name. (Tr. 6, 10, 17).

9. PECO records show that service at the Massey Street address had been in Ms. Bridges' name since December 6, 2013. (PECO Exhibit 10).

10. The Complainant did not ask PECO to discontinue her service on Alden Street. (Tr. 19-20).

11. Bills for Massey Street were mailed to Ms. Bridges at Alden Street. (PECO Exhibit 1; Tr. 32-33).

12. The Massey Street account was active and in the Complainant's name from December 6, 2013 until August 30, 2017. (Tr. 33).

13. The Massey Street balance was transferred to the Alden Street account on September 28, 2017. (PECO Exhibit; Tr. 38).

14. While Ms. Bridges lived on Massey Street, Christopher Glenn, his cousin and his sister lived at Alden Street. (Tr. 26-27).

15. Neither Christopher Glenn, nor his cousin nor his sister placed service at Alden Street in their names. (Tr. 27).

16. Ms. Bridges returned to her home on Alden Street around December 2017. (Tr. 28-29).

17. The Complainant's service at Alden Street was terminated on April 24, 2018. (Tr. 43; PECO Exhibit 5).

18. The Complainant entered into a payment arrangement with PECO on July 6, 2018 and her service was restored. (PECO Exhibit 1; PECO Exhibit 3; Tr. 45-46).

## DISCUSSION

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 Pennsylvania Public Utility Code (Code), 66 Pa.C.S.A. § 332(a). In *Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980) (*Waldron*), the Commission explained the process for initially meeting the burden of proof. A complainant must first establish a *prima facie* case, showing that the utility breached some duty owed to the complainant, in that the utility violated the Code or a regulation or order of the Commission. 66 Pa.C.S.A. § 701. If the complainant establishes a *prima facie* case, then the burden of going forward with the evidence, but not the ultimate burden of proof, shifts to the utility to rebut the *prima facie* case with evidence which is at least co-equal. If the utility presents co-equal evidence, the burden of going forward shifts back to the complainant, to rebut the utility's case by a preponderance of the evidence. *Poorbaugh v. West Penn Power Company*, 1994 Pa. PUC LEXIS 95 (*Poorbaugh*), *vacated on other grounds*, 666 A.2d 744 (Pa.Cmwlt. 1995). 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.Cmwlt. 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).

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.Cmwlt. 2001).

### Charges for Alden Street

The Complainant contends that she should not be billed for Alden Street for the period that she lived on Massey Street. The evidence does not support finding for the Complainant.

Ms. Bridges is the owner of Alden Street. She testified that she was in the hospital from about February of 2016, to April or early May 2016 and then moved to Massey Street with her grandson because she was advised not to stay alone until she recovered. She returned to her home on Alden Street around December of 2017. (Tr. 19-21, 27-28). Ms. Bridges objects to PECO billing her for service at Alden Street from May of 2016 until December of 2017, when she did not live on Alden Street.

PECO contends that the Complainant had two active accounts, one on Massey Street and one on Alden Street. Documents introduced through Dana McCollum, PECO Regulatory Assessor, show that Ms. Bridges has been a PECO customer on Alden Street since 1976. (Tr. 37; PECO Exhibit 2). PECO records also show that the Complainant established an account at Massey Street on December 6, 2013, in her name. (Tr. 32; PECO Exhibit 1, PECO Exhibit 10). Bills for Massey Street were mailed to Ms. Bridges at the Alden Street address. (Tr. 33; PECO Exhibit 1). The record also shows that the Massey Street account was active and in the Complainant's name from December 6, 2013, until August 30, 2017. (Tr. 33, PECO Exhibits 1,2,9,10).

The Commission's regulations provide:

§ 56.16. Transfer of accounts

(a) A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered.

52 Pa. Code § 56.16.

The Complainant did not contact PECO and ask the company to discontinue her service on Alden Street. (Tr. 19-20). Also, this is not a case of service billed but not used. PECO service was used at Alden Street during the time in question. Ms. Bridges testified that Christopher Glenn, his cousin and his sister lived at Alden Street when she lived with her grandson and were supposed to put PECO service in their names. (Tr. 26-27). She was aware of their presence and that service remained in her name during that period. (Id.).

The record does not support finding that Ms. Bridges was improperly billed for Alden Street. She cannot prevail on this claim.

### Service Termination

Although she has entered a payment arrangement with PECO and now has PECO service, Ms. Bridges contests PECO shutting off her service. She testified that she has been a PECO customer for over 40 years and questioned the shut off of her service. (Tr. 8-9). She also questioned why PECO would not accept grants to turn on her service. Ms. Bridges testified that PECO would not take a \$500 grant to turn the service on and she was told that she needed \$1200. (Tr. 8-10). She further testified that she made two payments of \$500 and received one \$200 payment from the CRISIS grant program and PECO still would not turn on her service. (Tr. 10). She eventually received a call informing her that the service would be turned on. (Tr.11).

PECO presented evidence showing that the service at Alden Street was shut off in April of 2018 for nonpayment. (PECO Exhibit 5; Tr. 43-44). The balance at the time, including the amount contested in these proceedings, was \$5,092.06. (Tr. 43). A utility may terminate service for nonpayment. 52 Pa. Code § 56.81.

Although Ms. Bridges could not pay the entire amount due, PECO and Ms. Bridges eventually entered into a payment arrangement on July 6, 2018, which resulted in the reinstatement of her service. (PECO Exhibit 1; PECO Exhibit 3; Tr. 45-46). At the time of the hearing, the Complainant had service.

Addressing why the initial grant payments offered by the Complainant were not sufficient, Ms. McCollum explained that CRISIS grants are accepted when they satisfy the balance. The amount of the CRISIS grant available to the Complainant would not satisfy her balance and therefore was not accepted. (Tr. 40, 48).

There was no showing that PECO violated the Code, regulations or a Commission Order when it terminated the Complainant's service. There is also no showing that PECO

committed a violation when the Company did not accept the grant funds as sufficient to restore service. There is no evidence that supports the Complainant's claim here.

Accordingly, the Complaint is denied in its entirety.

#### 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. When a customer vacates a service address, in the absence of notice to a utility to discontinue service, the customer is responsible for services rendered. 52 Pa. Code § 56.16.
5. A utility may terminate service for nonpayment. 52 Pa. Code § 56.81.
6. The Complainant has not met her burden of showing that PECO Energy Company violated the Code, regulations or a Commission Order.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Irene Bridges against PECO Energy Company at Docket No. C-2018-3002462 is denied and dismissed;
2. That the docket at Docket No. C-2018-3002462 be marked closed.

Date: February 7, 2019

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/s/  
Darlene Heep  
Administrative Law Judge