

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Shanicqua Aponte	:	
	:	
v.	:	C-2019-3011545
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Alphonso Arnold III
Special Agent

INTRODUCTION

This Initial Decision dismisses the Complaint, finding that the Complainant did not meet her burden of proving that the Respondent violated the Public Utility Code or Commission regulations or Order by requiring that the Complainant pay her outstanding residential account balance prior to the Respondent establishing service in her name at her current residence. Additionally, this Decision finds that the Complainant is not eligible for a Commission-issued payment arrangement because she has not made a good faith effort to pay her utility bills.

HISTORY OF THE PROCEEDING

On July 12, 2019, Shaniqua Aponte (Complainant or Ms. Aponte) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PECO Energy Company (Respondent or PECO). In her Complaint, Ms. Aponte alleged that PECO has refused to establish service in her name at 621 King Street, Pottstown, Pennsylvania. Ms. Aponte asserted that she moved to 621 King Street after being evicted from her prior residence at 352 Lincoln Avenue, Pottstown, Pennsylvania. Ms. Aponte asserted that she had a

payment arrangement at 352 Lincoln Avenue, which PECO claims she defaulted upon following her eviction from the residence. Ms. Aponte requested that her payment arrangement be restored, or that she be issued a new payment arrangement, and that service at 621 King Street be placed in her name.

On July 19, 2019, PECO filed an Answer to the Complaint. PECO averred that Ms. Aponte is not entitled to a payment arrangement pursuant to 66 Pa.C.S. § 1405(c).¹ PECO also averred that in order for PECO to establish service for Ms. Aponte at 621 King Street, she must first pay the balance remaining from her prior residential account from 352 Lincoln Avenue. PECO requested that the Commission dismiss the Complaint.

By Hearing Notice served upon the parties on July 22, 2019, the Commission scheduled this matter for a telephonic hearing on September 24, 2019 and assigned the case to me as presiding officer.

A Prehearing Order, served upon the parties on August 22, 2019, addressed, inter alia, the procedures applicable to the hearing.

The September 24, 2019 hearing was continued at the request of Ms. Aponte. By Hearing Notice served upon the parties on September 19, 2019, the hearing was rescheduled to November 13, 2019.

The November 13, 2019 hearing was held as scheduled. Ms. Aponte was present for the hearing and testified in support of her Complaint. Ms. Aponte sponsored no exhibits for the record. Attorney Angela Lorenz was present on behalf of PECO and presented the testimony of Teresa Ferrier, a senior regulatory assessor employed by PECO, who sponsored the following eight exhibits which were admitted into the record:

- PECO Exhibit 1- Account Activity Statement for 352 Lincoln Avenue

¹ (c) **Customer assistance programs.**--Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission. 66 Pa.C.S. § 1405(c).

- PECO Exhibit 2 – Account Activity Statement for 204 N. York Street, 2nd Floor
- PECO Exhibit 3 – Account Activity Statement for 574 Walnut Street
- PECO Exhibit 4 – Account Activity Statement for 452 ½ South Street
- PECO Exhibit 5 – CAP² History
- PECO Exhibit 6 – Payment Agreement History
- PECO Exhibit 7 – Service Address History
- PECO Exhibit 8 – BCS Decision Reports

The record³ closed at the conclusion of the telephonic hearing. For the reasons discussed below, the Complaint will be dismissed.

FINDINGS OF FACT

1. The Complainant is Shaniqua Aponte.
2. The Respondent is PECO Energy Company.
3. Ms. Aponte’s service address history with PECO is as follows:
 - 574 Walnut Street (February 10, 2015 – November 9, 2015)
 - 204 N. York Street, 2nd Floor (October 6, 2015 – March 17, 2017)
 - 452 ½ South Street (September 18, 2017 – December 11, 2017)
 - 352 Lincoln Avenue (December 11, 2017 – December 7, 2018)

(PECO Exhibit 7).

² “CAP” stands for “Customer Assistance Program,” a program designed to assist low-income customers in paying their utility bills.

³ The telephonic hearing was recorded over the phone by means of a tape recorder. No Court Reporter was present.

4. Three payments were made towards the 204 N. York Street, 2nd Floor account. Out of these three payments, one was made through LIHEAP.⁴ (PECO Exhibit 2).

5. No payments were made towards the 452 ½ South Street account. (PECO Exhibit 4).

6. Three payments were made towards the 352 Lincoln Avenue account. All three of these payments were made through LIHEAP. (PECO Exhibit 1).

7. On December 7, 2018, the landlord of 352 Lincoln Avenue applied for service at 352 Lincoln Avenue; the application was accepted, and the service was taken out of Ms. Aponte's name and placed under the landlord's name.

8. The account at 352 Lincoln Avenue was finalized with an outstanding account balance of \$3,349.25. (PECO Exhibit 1, p. 2).

9. The outstanding account balance of \$3,349.25 from 352 Lincoln Avenue includes charges incurred while Ms. Aponte resided at 352 Lincoln Avenue, as well as outstanding balances transferred from her prior service addresses.

10. Ms. Aponte has never received a Commission-issued payment arrangement. (PECO Exhibit 8).

11. Ms. Aponte received two prior Company-issued payment arrangements; one issued on October 17, 2017 and the second issued on May 22, 2018. (PECO Exhibit 6).

12. Ms. Aponte defaulted upon her two Company-issued payment arrangements. (PECO Exhibit 6).

⁴ "LIHEAP" stands for "Low Income Home Energy Assistance Program," a program designed to assist low-income customers with their energy costs.

13. The May 22, 2018 payment arrangement was established for Ms. Aponte by PECO to resolve the Informal Complaint filed by Ms. Aponte with the Commission's Bureau of Consumer Services (BCS) at BCS No. 3608458. (PECO Exhibit 8, p. 7).

14. Ms. Aponte currently resides at 621 King Street, Pottstown, Pennsylvania (residential address).

15. Ms. Aponte lives at the residential address with her two minor children.

16. Ms. Aponte's gross household monthly income is \$1,084.

17. PECO provides electric service to the residential address.

18. Service at Ms. Aponte's residential address is currently in the name of its landlord.

19. Ms. Aponte has applied to have service at the residential address placed in her name.

20. PECO has refused to place service at the residential address in Ms. Aponte's name due to the outstanding residential account balance she owes PECO from 352 Lincoln Avenue.

21. PECO will accept \$2,682.06 (\$3,349.25 (Lincoln Avenue balance) - \$667.19 (CAP INPA⁵)) from Ms. Aponte in order to satisfy the outstanding residential account balance from 352 Lincoln Avenue and place service at the residential address in her name.

22. PECO would also accept \$1,116.98 from Ms. Aponte to reinstate the May 22, 2018 payment arrangement and place service at the residential address in her name.

⁵ "INPA" stands for "In-Program Arrearage Forgiveness." INPA refers to the portion of Ms. Aponte's balance that was set aside for forgiveness upon Ms. Aponte's initial enrollment in PECO's CAP.

23. The outstanding residential account balance from 352 Lincoln Avenue of \$3,349.25 consists of CAP arrears in the amount of \$2,440.55. (PECO Exhibit 5).

DISCUSSION

Section 701 of the Public Utility Code (Code) provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission. 66 Pa.C.S. § 701.

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). To satisfy this burden, the Complainant must show that the named utility is responsible or accountable for the problem described in the Complaint. Patterson v. Bell Telephone Co. of Pa., 72 Pa. PUC 196 (1990); Feinstein v. Philadelphia Suburban Water Co., 50 Pa. PUC 300 (1976). This must be shown by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n, 578 A.2d 600 (Pa.Cmwth. 1990), alloc. den., 602 A.2d 863 (Pa. 1992); Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950).

If a Complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the Complainant will prevail. If the utility rebuts the Complainant's evidence, the burden of going forward with the evidence shifts back to the Complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on the Complainant. Milkie v. Pa. Pub. Util. Comm'n, 768 A.2d 1217 (Pa.Cmwth. 2001); see also, Burleson v. Pa. Pub. Util. Comm'n, 443 A.2d 1373 (Pa.Cmwth. 1982).

Additionally, this Commission's decision must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere

trace of evidence or a suspicion of the existence of a fact sought to be established. Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm'n, 413 A.2d 1037 (Pa. 1980).

King Street Service

Ms. Aponte filed the present Formal Complaint seeking to establish electric service in her name at her current residential address at 621 King Street, Pottstown, Pennsylvania. PECO has refused to place service at the residential address in Ms. Aponte's name. Service at the residential address is currently in the name of the landlord of the address. Ms. Aponte last received service from PECO at 352 Lincoln Avenue, Pottstown, Pennsylvania from December 11, 2017 until December 7, 2018.

Concerning her prior residence at 352 Lincoln Avenue, Ms. Aponte testified that she had an active payment arrangement while at the residence. Ms. Aponte testified that, on December 7, 2018, the landlord of 352 Lincoln Avenue contacted PECO to have services at the address taken out of Ms. Aponte's name and placed in his name. Services were placed in the landlord's name, and the landlord proceeded to evict Ms. Aponte from the residence. Ms. Aponte claimed that she never defaulted on the payment arrangement because she was evicted from the residence while the arrangement was still active. Ms. Aponte requested that the payment arrangement from 352 Lincoln Avenue be reinstated and service at 621 King Street be placed in her name.

To Ms. Aponte's understanding, the reason why she was refused service in her name at her residential address was because she had an outstanding balance with PECO from 352 Lincoln Avenue. Ms. Aponte acknowledged that she did not pay her bills in full or on time while she resided at 352 Lincoln Avenue, but did not agree that the amount that PECO said she owed from 352 Lincoln Avenue was correct.⁶

⁶ At the hearing, Ms. Aponte stated that she had requested that PECO send her all of the bills issued to her from her previous addresses so that she could validate the 352 Lincoln Avenue balance, but that PECO did not comply with this request. The Presiding Officer was not made aware of any potential discovery issues prior to the evidentiary hearing held in this matter. Moreover, PECO provided as exhibits the Account Activity Statements from Ms. Aponte's prior four service addresses for Ms. Aponte's review.

PECO presented the testimony of Teresa Ferrier, a senior regulatory assessor employed by PECO, and eight exhibits. Ms. Ferrier testified that PECO will not establish service in Ms. Aponte's name at the residential address until Ms. Aponte satisfies her outstanding residential account balance of \$3,349.25 from 352 Lincoln Avenue. PECO is requesting that Ms. Aponte pay \$2,682.06 (\$3,349.25 (Lincoln Avenue balance) - \$667.19 (CAP INPA)) to satisfy the 352 Lincoln Avenue balance and to establish service at the residential address in her name. PECO will also accept \$1,116.98 from Ms. Aponte to reinstate a defaulted upon Company-issued payment arrangement, issued on May 22, 2018, and to establish service at the residential address in her name. Ms. Ferrier testified that the May 22, 2018 payment arrangement defaulted because Ms. Aponte failed to make payments by its terms.

To first address Ms. Aponte's contention that she did not default on the May 22, 2018 payment arrangement, Ms. Aponte acknowledged that she failed to pay her PECO bills in full or on time while residing at 352 Lincoln Avenue. Therefore, Ms. Ferrier's testimony that Ms. Aponte defaulted on the May 22, 2018 payment arrangement because Ms. Aponte failed to make payments by its terms is credible. As noted above, Ms. Aponte may have this payment arrangement reinstated, and have service established in her name at the residential address, if she makes a payment of \$1,116.98 to PECO.

Now to address Ms. Aponte's request to have service established in her name at her residential address, as Ms. Aponte is applying to have PECO service established in her name, she is presently an "applicant" for PECO service. See 52 Pa.Code § 56.2. "**Applicant.**" PECO has required that Ms. Aponte pay her outstanding residential account balance from 352 Lincoln Avenue prior to establishing service in her name at the residential address. The Commission's regulations state the following with respect to the ability of a public utility to require payment of outstanding balances.

§ 56.35. Payment of outstanding balance.

(a) A public utility may require, as a condition of the furnishing of residential service to an applicant, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly.

52 Pa.Code § 56.35(a).

Pursuant to the cited regulation above, PECO has the authority to require that Ms. Aponte pay her balance from 352 Lincoln Avenue prior to establishing service in her name at the residential address. Ms. Aponte did not contest her liability for the outstanding residential account from 352 Lincoln Avenue. Ms. Aponte raised concerns over the amount PECO says she owes from 352 Lincoln Avenue, but did not present any evidence that would lead to a finding that she was not billed properly while residing at 352 Lincoln Avenue. Therefore, Ms. Aponte did not prove that PECO is in violation of the Public Utility Code or Commission regulations or Order by requiring Ms. Aponte to pay her outstanding residential account balance prior to establishing service in her name at her residential address.

Payment Arrangement

As noted above, Ms. Ferrier testified that PECO has provided Ms. Aponte with two options to establish service in her name at her residential address. Ms. Aponte seeks another option from the Commission, a Commission-issued payment arrangement. Ms. Aponte's eligibility for a Commission-issued payment arrangement will be analyzed below.

Requests for payment arrangements are governed by The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401-1419 (Chapter 14). This law provides strict guidelines that the Commission must follow when determining whether a payment arrangement can be issued and the length of the payment arrangement.

§ 1405. Payment arrangements

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

(b) Length of payment arrangements.--The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment arrangement that is investigated by the commission and is entered into by a public utility and a customer shall not extend beyond:

(1) Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level.

(2) Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level.

(3) One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level.

(4) Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level.

66 Pa.C.S. §§ 1405(a)-(b). “Household income” is defined as the following:

§ 1403. Definitions

“Household income.” The combined gross income of all adults in a residential household who benefit from the public utility service.

66 Pa.C.S. § 1403.

Generally, the Commission is permitted to establish only one payment arrangement between a customer/applicant and a utility. If a customer or applicant defaults on a Commission-issued payment arrangement, then the Commission may only issue a second or subsequent payment arrangement under a specific set of circumstances. See 66 Pa.C.S. § 1405(d).

Ms. Aponte has never received a Commission-issued payment arrangement. Therefore, as cited above, Chapter 14 gives the Commission authorization to issue Ms. Aponte a payment arrangement under certain circumstances. Ms. Aponte’s gross monthly household income in relation to the Federal poverty level will determine the length of the payment arrangement that the Commission is authorized to issue. 66 Pa.C.S. § 1405(b).

Ms. Aponte testified at the hearing that her gross monthly household income is \$1,084 for a household of three. This gross monthly household income places her well below

150% of the Federal poverty level.⁷ The Commission is authorized to issue customers⁸ with a gross monthly household income not exceeding 150% of the Federal poverty level a five-year payment arrangement. 66 Pa.C.S. § 1405(b)(1). Therefore, the Commission may issue Ms. Aponte a five-year payment arrangement.

However, a portion of Ms. Aponte's unpaid balance has been accrued under CAP rates. Section 1405(c) of the Public Utility Code prohibits the Commission from issuing a payment arrangement on a CAP arrears and states the following:

§ 1405. Payment arrangements

(c) Customer assistance programs.--Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission.

66 Pa.C.S. § 1405(c).

As of the date of the hearing, Ms. Aponte's outstanding balance from 352 Lincoln Avenue was \$3,349.25. The portion of Ms. Aponte's outstanding balance that is made up of CAP arrears is \$2,440.55. Therefore, a payment arrangement cannot be established on this CAP portion. The remaining portion of the outstanding balance can be subject to a Commission-issued payment arrangement. When a Complainant has an arrearage consisting of both CAP arrearages and non-CAP arrearages, the Commission may bifurcate the arrearage and establish a payment arrangement on the non-CAP arrearage. Hewitt v. PECO Energy Company, Docket No. F-2011-2273271 (Order entered September 12, 2013) (Hewitt). However, the Commission is not required to set a payment arrangement on a bifurcated arrearage and may decline to do so. Such authority will be exercised "only on behalf of customers who have demonstrated some evidence of good faith efforts to pay their utility bills, or who have experienced a significant change of circumstance outside their control." Caraballo v. PPL Electric Utilities Corporation, Docket No. C-2017-2615246 (Order entered May 16, 2018) (Caraballo) (citing Hewitt). The

⁷ Federal Register, Vol. 84, No. 22 at 1168 (February 1, 2019). Also available at <http://aspe.hhs.gov/poverty> (providing that 150% of the Federal poverty level for a household of three is \$2,666).

⁸ Although Ms. Aponte is an "applicant" and not a "customer" for PECO service, the Commission is authorized to establish payment arrangements between a public utility, customers, and applicants pursuant to 66 Pa.C.S. § 1405(a).

Commission has refused to award payment arrangements for those who have a poor payment history and/or inability or unwillingness to comply with payment arrangements established by the utility. Getz v. Metropolitan Edison Company, Docket No. C-2014-2459964 (Order entered May 28, 2015); Hewitt.

Regarding Ms. Aponte's good faith effort to pay her utility bills, three LIHEAP payments were made towards her last service address at 352 Lincoln Avenue account (December 11, 2017 – December 7, 2018). Ms. Aponte did not make any further payments towards her 352 Lincoln Avenue account. No payments were made towards her 452 ½ South Street account (September 18, 2017 – December 11, 2017). Three payments (one made by LIHEAP) were made towards her 204 N. York Street, 2nd Floor account (October 6, 2015 – March 17, 2017). The last payment Ms. Aponte made with her own money towards her utility bill was a November 8, 2016 payment towards her 204 N. York Street, 2nd Floor account. Thus, to summarize her payment history, six payments have been credited towards Ms. Aponte's utility bills over the 38-month period from October 6, 2015 to December 7, 2018. Only two of the six payments were made by Ms. Aponte, the others were from LIHEAP grants. In addition, Ms. Aponte has defaulted on two Company-issued payment arrangements due to her failure to make timely payments in full. The evidence provided does not show a good faith effort on Ms. Aponte's behalf to pay her utility bills.

The Commission has additionally noted that, as the Commission can only give a limited number of payment arrangements, a payment arrangement issued on a non-CAP arrearage in a scenario where the Complainant is likely to default is not in the customer's best interest. Hewitt; Turner v. Philadelphia Gas Works, C-2013-2388319 (Order entered June 19, 2014) (Turner). When a payment arrangement is issued bifurcating an arrearage, the utility can require a customer to make a payment on the CAP portion of their outstanding balance not subject to the payment arrangement. "If a Complainant cannot afford to pay the CAP arrearage in order to maintain service, it is not in the customer's best interest for the Commission to issue a payment arrangement where the customer will most likely default." Hartnett v. PPL Electric Utilities Corporation, Docket No. F-2012-2329578 (Order entered November 14, 2013) (Hartnett).

In Dickerson v. PECO Energy Co., Docket No. C-2017-2615251 (Order entered April 27, 2018) (Dickerson), the Commission determined that, in addition to the Complainant's poor payment history, that it would be unreasonable to offer the Complainant a payment arrangement on the non-CAP arrears amount of \$550.48 and direct payment on the CAP arrears amount of \$5,638.56.

In Turner, the Commission declined to award the Complainant a payment arrangement, finding that, in addition to the Complainant's poor payment history, the Complainant had a past due balance of over \$14,000, over half of which consisted of CAP arrearages.

In Hartnett, the Commission issued a payment arrangement to the Complainant. The Commission looked at the size of the Complainant's total arrearage (\$5,494.60) and the size of the CAP portion (\$755) and determined that requiring the Complainant to make a one-time payment of \$755 would be a manageable sum for the Complainant to pay in order to maintain his electric service. In addition, the Commission determined that the Complainant demonstrated a good faith effort to pay his bills.

In Caraballo, the Commission determined that the Complainant demonstrated a good faith effort to pay his bills and should be awarded a payment arrangement on his balance consisting of \$1,571.32 in CAP arrears and \$1,485.68 in non-CAP arrears.

The facts in this present case align more with the facts of Dickerson and Turner as opposed to Hartnett and Caraballo. Given Ms. Aponte's failure to make a good faith effort to pay her bills, it is likely that she would default on a Commission-issued bifurcated payment arrangement. Ms. Aponte's CAP arrears of \$2,440.55 are sizable as compared to her non-CAP arrears of \$908.70. It is unlikely that Ms. Aponte would be able to pay her CAP arrears of \$2,440.55 given her poor payment history. As such, it is not in Ms. Aponte's best interest for the Commission to issue her a payment arrangement in this matter.

Conclusion

In conclusion, Ms. Aponte did not meet her burden of proving that PECO violated the Public Utility Code or Commission regulations or Order by requiring that she pay her outstanding residential account balance prior to establishing service in her name at her residential address. Additionally, Ms. Aponte did not meet her burden of proving that she is eligible for a Commission-issued payment arrangement. As a result, Ms. Aponte's Complaint in its entirety will be dismissed.

CONCLUSIONS OF LAW

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

2. The burden of proof in this proceeding is on the Complainant. 66 Pa.C.S. § 332(a).

3. A public utility may require, as a condition of the furnishing of residential service to an applicant, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly. 52 Pa.Code § 56.35.

4. The Complainant has not met her burden of proving that PECO violated the Public Utility Code or Commission regulations or Order by requiring that the Complainant pay her outstanding residential account as a condition of furnishing residential service.

5. The Responsible Utility Customer Protection Act applies to this proceeding. 66 Pa.C.S. §§ 1401-1419.

6. The Commission is authorized to establish a payment arrangement between a public utility, customers and applicants. 66 Pa.C.S. § 1405(a).

7. A customer's gross monthly household income in relation to the Federal poverty level determines the length of the payment arrangement that the Commission may issue. 66 Pa.C.S. § 1405(b).

8. Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission. 66 Pa.C.S. § 1405(c).

9. When a Complainant has an arrearage consisting of both CAP arrearages and non-CAP arrearages, the Commission may bifurcate the arrearage and establish a payment arrangement on the non-CAP arrearage. However, the Commission is not required to set a payment arrangement on a bifurcated arrearage and may decline to do so. Such authority will be exercised "only on behalf of customers who have demonstrated some evidence of good faith efforts to pay their utility bills, or who have experienced a significant change of circumstance outside their control." Caraballo v. PPL Electric Utilities Corporation, Docket No. C-2017-2615246 (Order entered May 16, 2018); citing Hewitt v. PECO Energy Company, Docket No. F-2011-2273271 (Order entered September 12, 2013).

10. A payment arrangement issued on a non-CAP arrearage in a scenario where the Complainant is likely to default is not in the customer's best interest. Hewitt v. PECO Energy Company, Docket No. F-2011-2273271 (Order entered September 12, 2013); Turner v. Philadelphia Gas Works, C-2013-2388319 (Order entered June 19, 2014).

11. The Complainant has not met her burden of proving that she is eligible for a Commission-issued payment arrangement.

ORDER

THEREFORE,

IT IS ORDERED:

