

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Khalia Jones	:	
	:	
v.	:	C-2023-3038168
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint of Khalia Jones against PECO Energy Company because she failed to carry her burden of proving that PECO improperly held her responsible for services at the Spring Avenue address or that she is entitled to a second Commission-issued payment arrangement.

HISTORY OF THE PROCEEDING

On February 8, 2023, Khalia Jones (Complainant or Ms. Jones) filed a formal Complaint (Complaint) against PECO Energy Company (PECO, Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, Ms. Jones alleged: (1) that the utility is threatening to shut off her electricity service; (2) that PECO improperly transferred a balance from a property where Ms. Jones never resided; and (3) that she is unable to pay her bills to PECO. As relief, the Complainant requested an affordable payment arrangement and the removal of charges related to a Spring Avenue address from her account balance with PECO.

On February 28, 2023, PECO filed an Answer denying all material allegations of fact and conclusions of law in the Complaint.

By Call-in Telephonic Hearing Notice dated April 17, 2023, a hearing was scheduled for May 31, 2023, at 10:00 a.m., and the matter was assigned to me.

A Prehearing Order was issued on May 4, 2023, reminding the parties of the date and time of the scheduled hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

The Hearing Notice and the Prehearing Order were served on the Complainant by electronic mail at the email address listed in the Complaint.¹ None of the emails sent by the Commission to the Complainant were returned as undeliverable.

The initial hearing convened as scheduled on May 31, 2023. Khadijah Scott, Esq. appeared representing the Respondent. The Complainant failed to call in. Instead, at 10:05 a.m. Ms. Jones emailed counsel for PECO stating,

I was supposed to have a scheduled Zoom hearing regarding this issue today at 10:00 a.m. I have not received a link to attend this meeting. I'm currently at work and I am not available. I'm not able to wait longer for the meeting information as I have blocked out this specific time, 10:00 a.m. for this meeting, 10 therefore, would it be possible to reschedule the hearing for either 1:30 p.m. today or another date.

Tr. 4. Counsel for PECO sent the telephone dial-in information to Ms. Jones via email. The Complainant was finally able to join the telephone hearing at approximately 10:30 a.m. where she requested a continuance of the hearing. Ms. Jones' request was granted, and a Further Call-

¹ Both the Complainant and Respondent have selected to enroll in the Commission's e-Filing Subscription Service (eService) and were served via electronic mail.

in Telephonic Hearing Notice was issued on May 31, 2023, informing the parties that a further hearing was scheduled in this matter on July 18, 2023, at 1:30 p.m.

A second Prehearing Order was issued on June 9, 2023, reminding the parties of the date and time of the scheduled further hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

The further hearing convened as scheduled on July 18, 2023. The Complainant appeared *pro se* and testified in support of the Complaint. Khadijah Scott, Esq. represented the Respondent, and presented the testimony of Renee Tarpley, who is a customer review officer in charge of investigating formal and informal complaints filed against PECO. The Respondent sponsored eight exhibits which were admitted into the record.

During the hearing, I requested that PECO submit as a late filed exhibit the calculation of Ms. Jones' Customer Assistance Program (CAP) arrears. In addition, I asked Ms. Jones to submit as her own late filed exhibit any documents she had received from the Commission regarding her informal complaint at BCS Case No. 003831331. I instructed the parties to exchange late-filed exhibits by no later than July 25, 2023, and to file any written objections to the opposing party's late-filed exhibits by no later than August 15, 2023.

On July 24, 2023, PECO filed its late filed Exhibit 9. Complainant did not submit any late-filed exhibits of her own. In addition, the Complainant did not submit any written objections to the admission of PECO late filed Exhibit 9 into the record. PECO late filed Exhibit 9 will be admitted into the record in this matter in accordance with the ordering paragraphs below.

The record in this matter closed on August 15, 2023.

FINDINGS OF FACT

1. The Complainant is Khalia Jones, who resides at 214 Upland Road in 25 Merion Station, Pennsylvania 19066 (Service Address). Tr. 26.
2. The Respondent is PECO Energy Company.
3. Ms. Jones receives residential electric and gas residential heating services at the Service Address. Tr. 27, 44; PECO Exhibit 1.

Account History and Payments

131 Chestnut Avenue, 2nd Floor, Narberth, PA

4. On July 23, 2015, Ms. Jones initiated electric and gas services with PECO at 131 Chestnut Avenue, 2nd Floor, Narberth, PA. PECO Exhibit 5.
5. Service at the Chestnut Avenue address was terminated on August 9, 2016. PECO Exhibit 5.
6. At the time of the termination, Complainant had an outstanding balance of \$1,593.70 in her PECO account for the Chestnut Avenue address. PECO Exhibit 5.

318 Spring Avenue, Ardmore, PA

7. On May 18, 2018, Ms. Jones initiated electric and gas services with PECO at 318 Spring Avenue, Ardmore, PA. Tr. 48, PECO Exhibits 3 and 5.
8. On June 4, 2018, PECO transferred \$1,593.70 in outstanding balance from Ms. Jones' Chestnut Avenue account to her Spring Avenue account. PECO Exhibits 3 and 5.

9. From May 18, 2018, to September 23, 2019, Ms. Jones made no payments to her account with PECO for her Spring Avenue address. Tr. 48, PECO Exhibit 3.

10. Service at the Spring Avenue address was terminated on September 23, 2019. Tr. 48, PECO Exhibits 3 and 5.

11. From May 18, 2018, to August 23, 2019, Ms. Jones' electric and gas usage at the Spring Avenue address was as follows:

Usage Period	kWh	CCF
05/18/2018-06/02/2018	295	11
06/02/2018-06/28/2018	724	15
06/28/2018-07/30/2018	1272	15
07/30/2018-08/28/2018	100	6
08/28/2018-09/27/2018	2	5
09/27/2018-10/26/2018	6	6
10/26/2018-11/28/2018	11	8
11/28/2018-12/31/2018	0	9
12/31/2018-01/31/2019	-	8
01/31/2019-03/01/2019	-	8
03/01/2019-04/01/2019	-	8
04/01/2019-04/30/2019	-	6
04/30/2019-05/30/2019	-	7
05/30/2019-06/28/2019	-	5
06/28/2019-07/30/2019	-	4
07/30/2019-08/21/2019	-	0

PECO Exhibit 3.

12. At the time of the termination, Complainant had an outstanding balance of \$2,685.04 in her PECO account for the Spring Avenue address. Tr. 48, PECO Exhibits 3 and 5.

13. Of the \$2,685.04 balance only \$683.49 consisted of charges associated with service at the Spring Avenue address. Tr. 45.

131 Winchester Road, Merion Station, PA

14. On August 1, 2018, Ms. Jones initiated electric and gas services with PECO at 131 Winchester Road, Merion Station, PA. Tr. 49, PECO Exhibits 4 and 5.

15. On September 23, 2019, PECO transferred \$2,685.04 in outstanding balance from Ms. Jones' Spring Avenue account to her Winchester Road account. Tr. 49, PECO Exhibits 4 and 5.

16. Service at the Winchester Road address was terminated on November 11, 2019. Tr. 49, PECO Exhibits 4 and 5.

17. From August 1, 2018, to November 11, 2019, Ms. Jones made only six payments to her PECO account for Winchester Road, for a total of \$1,043.24. PECO Exhibit 4.

18. At the time of the termination, Complainant had an outstanding balance of \$4,274.45 in her PECO account for the Winchester Road address. Tr. 49, PECO Exhibit 5.

130 Crosshill Road, Wynnewood, PA

19. On January 21, 2020, Ms. Jones initiated electric and gas services with PECO at 130 Crosshill Road, Wynnewood, PA. Tr. 46, PECO Exhibits 2 and 5.

20. On January 22, 2020, PECO transferred \$4,274.45 in outstanding balance from Ms. Jones' Winchester Road account to her Crosshill Road account. Tr. 46, PECO Exhibits 2 and 5.

21. Service at the Crosshill Road address was terminated on September 26, 2022. Tr. 46, PECO Exhibits 2 and 5.

22. From January 21, 2020, to September 26, 2022, Ms. Jones made seven payments to her PECO account for Crosshill Road, for a total of \$1,797.22. Tr. 46, PECO Exhibit 2.

23. At the time of the termination, Complainant had an outstanding balance of \$10,546.24 in her PECO account for the Crosshill Road address. Tr. 46, PECO Exhibits 2 and 5.

214 Upland Road, Merion Station, PA

24. On September 23, 2022, Ms. Jones initiated electric and gas services with PECO at the Service Address, 214 Upland Road, Merion Station, PA. PECO Exhibits 1 and 5.

25. On October 25, 2022, PECO transferred \$10,546.24 in outstanding balance from Ms. Jones' Crosshill Road account to her Upland Road account. Tr. 47, PECO Exhibits 1 and 5.

26. From September 23, 2022, to the date of the hearing, Ms. Jones had made only two payments to her PECO account for the Service Address, for a total of \$572.77. PECO Exhibit 1.

27. As of the day of the hearing, Ms. Jones' outstanding balance with PECO was \$13,771.36. PECO Exhibits 1 and 5.

Payment Arrangements and Customer Assistance Program

28. On April 18, 2022, Ms. Jones filed an informal complaint with the Commission's Bureau of Consumer Services (BCS) at BCS Case No. 003831331, disputing the

outstanding balance transferred from the Spring Avenue account with PECO and requesting a payment arrangement. PECO Exhibit 8.

29. On April 18, 2022, Ms. Jones reported to BCS that her gross household income was \$0.00 and that her household was comprised of two adults and three minors. PECO Exhibits 7 and 8.

30. On June 29, 2022, BCS issued a written decision in BCS Case No. 00381331, finding that Ms. Jones established service at 318 Spring Avenue in her name; she was offered a payment arrangement for the Spring Avenue account with PECO on July 24, 2018; she contacted the Company to request help with the bills on July 31, 2018; she provided CAP applications on August 24, 2018, naming herself and her husband as members of the household at the Spring Avenue address; and she did not cancel service in accordance with 52 Pa. Code § 56.16(A). Tr. 52, PECO Exhibit 8.

31. BCS' written decision in BCS Case No. 00381331 found Ms. Jones responsible for the outstanding balance from the Spring Avenue address. Tr. 52, PECO Exhibit 8.

32. On June 29, 2022, BCS found Ms. Jones to be a Level 1 income customer and established a payment arrangement, which required her to pay a special budget amount of \$442.00/month consisting of her regular budget amount of \$292.00/month, plus \$150.00/month towards her arrearages, beginning with the July 2020 billing due date. Tr. 52, PECO Exhibit 8.

33. Ms. Jones defaulted on the Commission-issued payment arrangement, having made no payments to her PECO account until October 12, 2022, when she had service placed in her name at the Service Address. Tr. 51, PECO Exhibit 6.

34. Ms. Jones resides at the Service Address with one adult son and two minor children. Tr. 69.

35. Ms. Jones is the sole income earner in her household. Tr. 71.

36. Ms. Jones works full-time, 40 hours per week at a pay rate of \$20.75/hr. Tr. 71.

37. Between July 11, 2019, and July 18, 2023, Ms. Jones received and defaulted on four Company-issued payment arrangements and one Commission-issued payment arrangement (BCS Case No. 00381331). PECO Exhibit 7.

38. On April 13, 2023, Ms. Jones received another Company-issued payment arrangement, which was active as of the date of the hearing. PECO Exhibit 7.

39. Ms. Jones enrolled in PECO's Customer Assistance Program on April 15, 2015, while residing at 101 Conshohocken State Road, Unit D4. PECO Exhibit 8.

40. On April 28, 2015, Ms. Jones' PECO account for the Conshohocken State Road address was finalized. PECO Exhibit 8.

41. On April 13, 2023, Ms. Jones was re-enrolled in PECO's CAP. PECO Exhibit 8.

42. As of the date of the evidentiary hearing, \$673.13 of Complainant's \$13,771.36 arrearage consisted of CAP arrears. PECO late-filed Exhibit 9.

DISCUSSION

In the present formal Complaint, Mrs. Jones alleged: (1) that the utility is threatening to shut off her electricity service; (2) that PECO improperly transferred a balance from a property where Ms. Jones never resided; and (3) that she is unable to pay her bills to PECO. As

relief, the Complainant requested an affordable payment arrangement and the removal of charges related to the Spring Avenue address from her account balance with PECO.

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. § 332(a). To establish a sufficient case and satisfy the burden of proof, the complainant must show that the respondent public utility is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is established by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

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 Public Utility Code or a regulation or order of the Commission. 66 Pa.C.S. § 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*). 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 W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 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 his burden of proof. The complainant would be required to provide additional evidence to rebut the evidence of the respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 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) Spring Avenue balance

Ms. Jones disputed the transfer of any charges related to 318 Spring Avenue, Ardmore, PA. She testified that she had never lived at that address and was not familiar with it. Tr. 27, 32. Ms. Jones explained that PECO had informed her that the charges in question had accumulated in or about 2018. Tr. 32. However, Ms. Jones denied responsibility for those charges insisting that she was residing at, and had a PECO account for 131 Winchester Road, Merion Station, PA at that time. Tr. 32.

In response, PECO's witness, Ms. Tarpley, testified Ms. Jones initiated electric and gas services with PECO at 318 Spring Avenue, Ardmore, PA on May 18, 2018; and that on August 1, 2018, Ms. Jones initiated electric and gas services with PECO at 131 Winchester Road, Merion Station, PA. Tr. 48-49, PECO Exhibits 3, 4 and 5. She explained that it is not unusual for customer to receive services at two different addresses at the same time. Ms. Tarpley maintained that PECO received and honored Ms. Jones' request for services at these two different addresses. Tr. 54-56.

Ms. Tarpley further explained that, after Ms. Jones established service in her name at the Spring Avenue address, she requested and received a payment arrangement for the Spring Avenue account with PECO on July 24, 2018. Tr. 52, PECO Exhibit 8. In addition, Ms. Jones contacted the Company to request help with the bills on July 31, 2018, and provided CAP

applications on August 24, 2018, naming herself and her husband as members of the household at the Spring Avenue address. *Id.* Ms. Tarpley testified that the Complainant did not cancel service in accordance with 52 Pa. Code § 56.16(A). *Id.*

In support of her testimony, Ms. Tarpley sponsored PECO Exhibit 3, which is the history of the account for the Spring Avenue address. The exhibit shows the following electricity and gas usage for the period May 18, 2018 to August 21, 2019:

Usage Period	kWh	CCF
05/18/2018-06/02/2018	295	11
06/02/2018-06/28/2018	724	15
06/28/2018-07/30/2018	1272	15
07/30/2018-08/28/2018	100	6
08/28/2018-09/27/2018	2	5
09/27/2018-10/26/2018	6	6
10/26/2018-11/28/2018	11	8
11/28/2018-12/31/2018	0	9
12/31/2018-01/31/2019	-	8
01/31/2019-03/01/2019	-	8
03/01/2019-04/01/2019	-	8
04/01/2019-04/30/2019	-	6
04/30/2019-05/30/2019	-	7
05/30/2019-06/28/2019	-	5
06/28/2019-07/30/2019	-	4
07/30/2019-08/21/2019	-	0

PECO Exhibit 3. It shows that the account recorded substantial electricity and gas usage in the period May 2018 to August 2018. Then from August 2018 to November of 2018, both gas and electricity usage drop down to nominal levels, comparable to those of a hall light or pilot light. The electric account appears to have been finalized in or about December of 2018. Whereas the gas service continued to be on until August of 2019. The usage history for the Spring Avenue

address comports with the fact that on August 1, 2018, Ms. Jones initiated electric and gas services with PECO at 131 Winchester Road, Merion Station, PA. After that date, gas and electricity usage at the Spring Avenue address was nominal to nonexistent.

In view of the above, I find that Ms. Jones failed to carry her burden of proving that PECO improperly transferred the charges related to the Spring Avenue address to her Winchester Road account. She failed to rebut PECO's evidence and show that she resided somewhere other than the Spring Avenue address during the period May 2018 to August 2018, or that she requested that the gas and electric service at the Spring Avenue address be terminated after August 1, 2018. Ms. Jones is responsible for the gas and electricity charges accumulated at the Spring Avenue address.

b) Payment arrangement

At the hearing, Ms. Jones testified that she cannot afford to pay the current payment arrangement issued to her by the Company and requested a more affordable one. Ms. Tarpley responded that the Complainant had a poor payment history as evidenced by her outstanding balance of \$13,771.36. In turn, Ms. Jones maintained that payments were infrequent because she had been disputing the transfer of the Spring Avenue charges to her account. Tr. 34-36, 72. However, Ms. Tarpley noted that of that outstanding balance only \$683.49 accumulated at the Spring Avenue address. Tr. 45. The rest of the balance was undisputed. *Id.* Pursuant to 52 Pa. Code § 56.181, the disputing party has a duty to pay the undisputed portion of the bills.

Ms. Tarpley also testified that Ms. Jones enrolled in PECO's CAP on April 15, 2015, while residing at 101 Conshohocken State Road, Unit D4. PECO Exhibit 8. On April 28, 2015, Ms. Jones' PECO account for the Conshohocken State Road address was finalized. PECO Exhibit 8. Ms. Jones was re-enrolled in PECO's CAP on April 13, 2023. PECO Exhibit 8. As of the date of the evidentiary hearing, only \$673.13 of Complainant's \$13,771.36 arrearage consisted of CAP arrears. PECO late-filed Exhibit 9.

The Responsible Utility Customer Protection Act, 66 Pa. C.S. § 1401–1419, (the Act or Chapter 14) applies to complaints alleging inability to pay and requests for Commission-issued payment arrangements. This law provides strict guidelines that the Commission must follow in handling customer complaints.

i. Customer Assistance Program Balance

The Commission has no authority to establish a payment arrangement on amounts subject to CAP rates. Section 1403 of the Public Utility Code defines a CAP as follows:

A plan or program sponsored by a public utility for the purpose of providing universal service and energy conservation, as defined by Section 2202 (relating to definitions) or Section 2803 (relating to definitions), in which customers make monthly payments based on household income and household size and under which customers must comply with certain responsibilities and restrictions in order to remain eligible for the program.

66 Pa.C.S. § 1403 (Definition of “Customer Assistance Program”).

The provision at section 1405(c) states as follows:

(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’s CAP program meets the requirements of 66 Pa.C.S. § 1403, and therefore, the Commission lacks the authority to establish a payment arrangement on that portion

of Ms. Jones' outstanding balance which consists of CAP arrears. The amount of \$673.13 must be timely paid, pursuant to 66 Pa.C.S. § 1405(c).

The Complaint is denied as to the Complainant's request for a payment arrangement on the \$673.13 portion of her balance that is subject to Customer Assistance Program rates. See *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 (Opinion and Order entered Sept. 12, 2013) (*Hewitt*).

ii. Non-Customer Assistance Program Balance

The issuance of a payment arrangement for the non-CAP portion of the arrearage is a matter within the Commission's discretion. *Hewitt*. It is Commission policy to exercise its discretion when customers have demonstrated some evidence of a good-faith effort in paying utility bills or when customers have experienced a change of circumstances outside of their control. *Crawford v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 at 15-16 (Opinion and Order entered Dec. 6, 2007).

Between July 11, 2019 and July 18, 2023, Ms. Jones received and defaulted on four (4) Company-issued payment arrangements and one (1) Commission-issued payment arrangement. PECO Exhibit 7.

On April 18, 2022, Ms. Jones filed an informal complaint at BCS Case No. 003831331, disputing the outstanding balance transferred from the Spring Avenue account with PECO and requesting a payment arrangement. PECO Exhibit 8. Ms. Jones reported to BCS that her gross household income was \$0.00 and that her household was comprised of two adults and three minors. PECO Exhibits 7 and 8.

On June 29, 2022, BCS issued a written decision in BCS Case No. 00381331, finding that Ms. Jones to be a Level 1 income customer and establishing a payment arrangement on her behalf. The Commission-issued payment arrangement required Ms. Jones to pay a special budget amount of \$442.00/month, consisting of her regular budget amount of \$292.00/month,

plus \$150.00/month towards her arrearages, beginning with the July 2020 billing due date. PECO Exhibit 8.

Ms. Jones defaulted on the Commission-issued payment arrangement, making no payments to her PECO account until October 12, 2022. Tr. 51, PECO Exhibit 6.

At the evidentiary hearing, Ms. Jones testified that she resides at the Service Address with one adult son and two minor children. Tr. 69. Ms. Jones is the sole income earner in her household. Tr. 71. She works full-time, 40 hours per week at a pay rate of \$20.75/hr. Tr. 71.

Section 1405(d) of Chapter 14 reads in pertinent part:

(d) Number of payment arrangements.

Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

66 Pa.C.S. § 1405(d). Section 1403 of the Public Utility Code defines “change in income” as a decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the Federal poverty level. 66 Pa.C.S. § 1403. In addition, "Household income" is defined in section 1403 as "[t]he combined gross income of all adults in a residential household who benefit from the public service." 66 Pa.C.S. § 1403.

The Complainant’s monthly household income is \$3,596.66² from her employment. This represents a substantial increase over the zero income that she reported to

² \$20.75/hr x 40 hrs/week x 52 weeks/yr ÷ 12 months/yr = \$3,596.66/month.

BCS on April 18, 2022. Because Ms. Jones has experienced an increase in monthly household income instead of a decrease in monthly household income, she is not eligible for a subsequent Commission-issued payment arrangement.

Consequently, the Complainant's request for a payment arrangement is denied in its entirety pursuant to the above discussion.

CONCLUSIONS OF LAW

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

2. The Complainant has the burden of proof. 66 Pa.C.S. § 332(a).

3. The Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401–1419, applies to this proceeding.

4. The Commission has no authority to establish a payment arrangement on amounts subject to customer assistance program rates. 66 Pa.C.S. § 1405(c).

5. The Commission is authorized to establish a payment arrangement between a public utility and a customer. 66 Pa.C.S. § 1405(a).

6. Absent a change in income, the Commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a Commission order or decision. 66 Pa.C.S. § 1405(d).

7. “A change in income” is defined as a decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty

level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the Federal poverty level. 66 Pa.C.S. § 1403.

8. Household income" is defined in section 1403 as "[t]he combined gross income of all adults in a residential household who benefit from the public service." 66 Pa.C.S. § 1403 (Definition of "Household income").

9. The Complainant has failed to meet her burden to prove that PECO improperly held her responsible for services rendered at the Spring Avenue address. 66 Pa.C.S. § 332(a).

10. The Complainant has failed to meet her burden to prove that she is entitled to a subsequent Commission-issued payment arrangement. 66 Pa.C.S. §§ 332(a), 1401-1419.

ORDER

THEREFORE,

IT IS ORDERED:

1. That PECO late-filed Exhibit 9 is admitted into the record.
2. That the Formal Complaint filed by Khalia Jones at Khalia Jones v. PECO Energy Company, Docket No. C-2023-3038168 is denied.

3. That Docket No. C-2023-3038168 be marked closed.

Date: November 16, 2023

_____/s/
Eranda Vero
Administrative Law Judge