

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Kenneth Burris	:	
	:	
v.	:	F-2025-3055071
	:	
PECO Energy Company - Electric	:	

INITIAL DECISION

Before
Alphonso Arnold III
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses the Formal Complaint filed by an applicant for electric service against the electric utility. The applicant failed to meet his burden of proving that the utility erred in requiring as a condition of furnishing residential service to the applicant payment for residential service previously furnished under an account in the name of a person other than the applicant.

HISTORY OF THE PROCEEDING

On May 2, 2025, Kenneth Burris (“Complainant” or “Mr. Burris”) filed a Formal Complaint (“Complaint”) with the Pennsylvania Public Utility Commission (“Commission”) against PECO Energy Company – Electric (“Respondent” or “PECO”).¹

¹ The Complaint is a timely appeal from the determination of the Commission’s Bureau of Consumer Services (BCS), at BCS No. 4051985, which

Mr. Burris alleged that, as a condition of furnishing service at 312 West Logan Street, Philadelphia, PA 19144, PECO is requiring that he pay an outstanding account balance accrued at the address. Mr. Burris claimed that he is not associated with the outstanding account balance and therefore should not be held liable for the balance. The Complaint was served on PECO on May 9, 2025.

On May 29, 2025, PECO filed an Answer to the Complaint. PECO asserted the account of the previous account holder of 312 West Logan Street, Tiffani Gunner, finalized on March 31, 2025, with an account balance of \$14,134.04. PECO asserted that Mr. Burris was listed on the verified financial statement of Ms. Gunner. For this reason, PECO asserted that it advised Mr. Burris that he would be held responsible for Ms. Gunner's final account balance if service was to be placed in his name.

On June 9, 2025, a Hearing Notice was issued scheduling this matter for an evidentiary hearing on August 11, 2025, and assigning me to this matter as presiding officer.

Also on June 9, 2025, the Commission issued my Prehearing Order which provided the procedural rules that would govern the evidentiary hearing.

On August 11, 2025, the evidentiary hearing was held as scheduled. Both parties appeared at the evidentiary hearing. Mr. Burris testified in support of his Complaint and sponsored four exhibits, Burris Exhibits 1-4, that were admitted into the record. Mr. Burris also sponsored the testimony of Willistine Jackson, his aunt, who testified in support of the Complaint. PECO was represented by Khadijah Scott, Esquire, who presented the testimony of Ramona Milburn, a regulatory assessor employed by

dismissed Complainant's informal complaint. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

PECO. Ms. Milburn sponsored five exhibits, PECO Exhibits 1-5, that were admitted into the record.

On October 9, 2025, the Commission received the electronic transcript of the August 11, 2025, evidentiary hearing. The record closed on this date.

This matter is ready for disposition. For the reasons discussed below, the Complaint will be dismissed.

FINDINGS OF FACT

1. Complainant is Kenneth Burris.
2. Respondent is PECO Energy Company - Electric.
3. Tiffani Gunner is the mother of Mr. Burris's son, Kenneth Burris Jr. Tr. 11, 25.
4. Ms. Gunner owns the property at 312 West Logan Street, Philadelphia, PA 19144. Tr. 7.
5. On March 28, 2025, Ms. Gunner leased the property at 312 West Logan Street to Mr. Burris. Burris Exhibit 2.
6. The start date of the residential lease agreement between Ms. Gunner and Mr. Burris was April 1, 2025. Burris Exhibit 2.
7. On March 31, 2025, electric service was terminated at 312 West Logan Street for non-payment. Tr. 36-37.

8. The customer of record for PECO at 312 West Logan Street at the time service was terminated to the address was Ms. Gunner. Tr. 36; PECO Exhibit 1, p. 1.

9. The final account balance at 312 West Logan Street is \$14,134.04. PECO Exhibit 1, p. 1.

10. Mr. Burris applied for electric service at 312 West Logan Street on March 31, 2025. Tr. 11.

11. Whenever a person applies for service at a property that has a large account balance PECO will check to see if the person has any affiliation with the previous customer of record. Tr. 37-38.

12. When Mr. Burris applied for service at 312 West Logan Street, PECO determined that he was associated with the address and liable for a portion of the outstanding balance accrued at the address. Tr. 38.

13. PECO ran a public records search through the LexisNexis database and that search associated both Kenneth Burris Sr., Complainant, and Kenneth Burris Jr., his son, with 312 West Logan Street. Tr. 38-39; PECO Exhibit 2.

14. The LexisNexis database associated Mr. Burris with 312 West Logan Street during the time frame of September 2019 through June 2025. Tr. 39; PECO Exhibit 2.

15. Mr. Burris's mail, bills, gun registration, voters' registration, IRS information, driver's license, and Pennsylvania state identification are among the types of information that could have linked Mr. Burris to 312 West Logan Street. Tr. 44, 53.

16. Mr. Burris's name was listed on the financial statement submitted to PECO by Ms. Gunner when Ms. Gunner applied for PECO's customer assistance program. Tr. 41; PECO Exhibit 3.

17. A financial statement lists the people that are noted for the property address and gives detailed information as far as their name, employment status, income, and age. Tr. 41.

18. PECO is seeking \$9,835 to place electric service at 312 West Logan Street in Mr. Burris's name, the amount that represents the balance accrued at 312 West Logan Street from April 1, 2021, to March 31, 2025, under the name of Tiffani Gunner. Tr. 51-52; PECO Exhibit 5, p. 2.

19. Willistine Jackson is Mr. Burris's aunt. Tr. 29.

20. Ms. Jackson owns the property at 1817 Grange Street, Philadelphia, PA 19141. Tr. 30.

21. Mr. Burris's Pennsylvania state identification card, which was issued on April 12, 2016, and expired on April 30, 2020, lists Mr. Burris's residential address as 1817 Grange Street. Burris Exhibit 1.

22. As of April 15, 2025, Mr. Burris's Pennsylvania Department of State Voter Registration Status listed Mr. Burris's residential address as 1817 Grange Street. Burris Exhibit 4.

DISCUSSION

Legal Standards

As a matter of law, to establish a legally sufficient claim, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must also be a violation of the Public Utility Code (“Code”), a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Code provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

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 & W. Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

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 complainant's evidence, the burden of going

forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional 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 a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982) (*Burleson*).

This matter concerns Mr. Burris's liability for residential service furnished to Ms. Gunner at 312 West Logan Street. The Commission's regulations state the following concerning payment of outstanding balances.

§ 56.35. Payment of outstanding balance.

(b) A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the applicant, except as provided for in paragraphs (1) and (2).

(1) A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there, not exceeding 4 years from the date of the service request. The 4-year limit does not apply if the balance includes amounts that the public utility was not aware of because of fraud or theft on the part of the applicant.

(2) A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant's liability for any outstanding balance.

(3) Any outstanding residential account with the public utility may be amortized in accordance with § 56.191 (relating to payment and timing).

52 Pa. Code § 56.35(b).

Analysis

In this matter, Mr. Burriss argued that he should not be liable for payment of an outstanding account balance accrued at 312 West Logan Street as a condition of having service placed in his name at the address. Tr. 7-28. PECO is seeking \$9,835 to place electric service at 312 West Logan Street in Mr. Burriss's name, the amount of which represents the balance accrued at 312 West Logan Street from April 1, 2021, to March 31, 2025, under the name of Tiffani Gunner. Tr. 51-52; PECO Exhibit 5, p. 2. Ms. Gunner is the mother of Mr. Burriss's son, Kenneth Burriss Jr. Tr. 11, 25.

Mr. Burriss testified that he resided at 1817 Grange Street for 20 years until he moved into 312 West Logan Street on April 1, 2025. Tr. 10-11. Mr. Burriss sponsored the following exhibits to support his position that he did not reside at 312 West Logan Street until April 1, 2025:

- Mr. Burriss's Pennsylvania state identification card, which was issued on April 12, 2016, and expired on April 30, 2020, that lists Mr. Burriss's residential address as 1817 Grange Street. Burriss Exhibit 1.
- A residential lease agreement signed by Ms. Gunner and Mr. Burriss for the lease of the property at 312 West Logan Street, which lists the start date of the lease as April 1, 2025. Burriss Exhibit 2.

- Mr. Burris's Pennsylvania Department of State Voter Registration Status, which was accessed on April 15, 2025, and lists Mr. Burris's residential address as 1817 Grange Street. Burris Exhibit 4.

Additionally, Mr. Burris's aunt, Willistine Jackson, testified that she owns the property at 1817 Grange Street and that Mr. Burris lived with her for 20 years until he moved out around March 30, 2025. Tr. 29-30.

PECO presented the testimony of Ramona Milburn, a regulatory assessor employed by PECO. Tr. 35. Ms. Milburn explained that whenever a person applies for service at a property that has a large account balance, PECO will check to see if the person has any affiliation with the previous customer of record. Tr. 37-38. When Mr. Burris applied for service at 312 West Logan Street, PECO determined that he was associated with the address. Tr. 38. Ms. Milburn went on to explain that PECO associated Mr. Burris with 312 West Logan Street because of two reasons.

First, PECO ran a public records search through the LexisNexis database and that search associated both Kenneth Burris Sr., the Complainant, and Kenneth Burris Jr., his son, with 312 West Logan Street. Tr. 38-39; PECO Exhibit 2. The LexisNexis database associated Mr. Burris with 312 West Logan Street during the time frame of September 2019 through June 2025. Tr. 39; PECO Exhibit 2. Ms. Milburn testified that Mr. Burris's mail, bills, gun registration, voters' registration, IRS information, driver's license, and Pennsylvania state identification are among the types of information that could have linked Mr. Burris to 312 West Logan Street. Tr. 44, 53.

Second, Mr. Burris's name was listed on the financial statement submitted to PECO by Ms. Gunner when Ms. Gunner applied for PECO's customer assistance program. Tr. 41; PECO Exhibit 3. Ms. Milburn explained that the financial statement

lists the people that are noted for the property address and gives detailed information as far as their name, employment status, income, and age. Tr. 41.

After reviewing the evidence presented in this matter, I find that Mr. Burris failed to meet his burden of proof.

Mr. Burris presented a Pennsylvania state identification card, a lease, and his voter registration status to support his argument that he did not reside at 312 West Logan Street prior to April 1, 2025. I do not find that Mr. Burris's Pennsylvania state identification card supports his argument, given that the identification card expired on April 30, 2020, which is prior to the time period of April 1, 2021, to March 31, 2025, when the outstanding balance accrued at 312 West Logan Street. However, I do find that Mr. Burris's argument is supported by the lease and voter registration status documentation. The lease establishes that Mr. Burris formally moved into 312 West Logan Street on April 1, 2025. The April 15, 2025, voter registration status document shows that the residential address under which Mr. Burris is registered to vote as of that date was 1817 Grange Street. Mr. Burris's argument is further supported by the credible testimony of Mr. Burris's aunt, who testified that Mr. Burris lived with her at 1817 Grange Street for 20 years prior to him moving out around March 30, 2025.

In summary, I find that Mr. Burris established a *prima facie* case that he did not reside at 312 West Logan Street prior to April 1, 2025, and as such should not be held liable for the residential service furnished to Ms. Gunner at 312 West Logan Street. As Mr. Burris established a *prima facie case*, the burden of going forward with the evidence shifts to PECO to rebut the evidence presented by Mr. Burris. *Milkie; Burleson*. I find that PECO presented sufficient evidence to rebut the evidence presented by Mr. Burris.

PECO used a LexisNexis public records database search and a financial statement submitted by Ms. Gunner to determine that Mr. Burris was liable for the

balance accrued at 312 West Logan Street under Ms. Gunner's name. As cited above, aside from the use of mortgage, deed or lease information, a commercially available consumer credit reporting service, or other methods approved by the Commission, public utilities can determine an applicant's liability for any outstanding balance through methods included in their tariffs. *See* 52 Pa. Code § 56.35(b). PECO's tariff regarding its ability to determine liability for an outstanding balance states the following:

RULES AND REGULATIONS

5. CREDIT

5.1 PAYMENT OBLIGATION. For customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing, the provision of service for any purpose, at any location, is contingent upon payment of all charges provided for in this Tariff (and, for the same class of service (residential or non-residential) under the Company's Gas Service Tariff, if the customer also receives gas service at the same premises) as applicable to the location and the character of service.

The Company may, at its discretion, determine liability for a past due balance by:

- 1) Use of Company records that contain information previously provided to the Company;
- 2) Information contained on a valid mortgage, lease, deed or renter's license;
- 3) Use of commercially available public records databases;
- 4) Government and property ownership records.

Tariff Electric - Pa. P.U.C. No.8, at 13, effective January 1, 2025.

As such, PECO's Commission-approved tariff permits the use of Company records that contain information previously provided to the Company, such as Ms. Gunner's financial statement, and commercially available public records databases, such as LexisNexis, to determine liability for a past due balance. The financial statement and LexisNexis public records database search linked Mr. Burriss to 312 West Logan Street from September 2019 through June 2025. Therefore, PECO complied with the Commission's regulations and its Commission-approved tariff in determining that Mr.

Burriss was liable for a portion of the outstanding balance accrued at 312 West Logan Street by Ms. Gunner from April 1, 2021, to March 31, 2025.

While Mr. Burriss established a *prima facie* case that he did not reside at 312 West Logan Street prior to April 1, 2025, PECO presented evidence that demonstrates that it used methods approved by the Commission to determine that Mr. Burriss did in fact reside at 312 West Logan Street prior to April 1, 2025. In doing so, I find that PECO rebutted the evidence presented by Mr. Burriss, and that he did reside at 312 West Logan Street prior to April 1, 2025. As PECO determined that Mr. Burriss resided at 312 West Logan Street prior to April 1, 2025, using Commission-approved methods, it was authorized to hold Mr. Burriss liable for a portion of the outstanding balance that accrued at 312 West Logan Street prior to establishing service in his name at the address.

In conclusion, I find that PECO presented sufficient evidence to rebut Mr. Burriss's evidence. As Mr. Burriss's evidence has been rebutted by PECO's evidence, Mr. Burriss has not met his burden of proof in this proceeding. Therefore, I must find that PECO is in compliance with the Commission's regulations and its tariff by holding Mr. Burriss liable for a portion of the outstanding balance.

Accordingly, for the above reasons, Mr. Burriss's Complaint will be dismissed in the Ordering paragraphs below.

CONCLUSIONS OF LAW

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

2. As the proponent of a rule or order, Complainant has the burden of proof in this matter. 66 Pa.C.S. § 332(a).

3. To establish a sufficient case and satisfy the burden of proof, the Complainant must show that Respondent is responsible or accountable for the problem described in the Complaint by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a Commission-approved tariff. 66 Pa.C.S. § 701.

5. A preponderance of the evidence is 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).

6. 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 complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional 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 a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

7. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704.

8. A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the applicant, except as provided for in paragraphs (1) and (2) of 52 Pa. Code § 56.35(b).

9. A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there, not exceeding 4 years from the date of the service request. 52 Pa. Code § 56.35(b)(1).

10. A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant's liability for any outstanding balance. 52 Pa. Code § 56.35(b)(2).

11. PECO may, at its discretion, determine liability for a past due balance by: (1) Use of Company records that contain information previously provided to the Company; (2) Information contained on a valid mortgage, lease, deed or renter's license; (3) Use of commercially available public records databases; and (4) Government and property ownership records. Tariff Electric - Pa. P.U.C. No.8, at 13, effective January 1, 2025.

12. Mr. Burris has failed to meet his burden of proving that he should not be held liable for a portion of the outstanding balance accrued at 312 West Logan Street. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Kenneth Burris at Kenneth Burris v. PECO Energy Company – Electric, Docket No. F-2025-3055071, is hereby dismissed.

2. That the Secretary’s Bureau shall mark Docket No. F-2025-3055071 as closed.

Date: January 6, 2026

/s/
Alphonso Arnold III
Administrative Law Judge