

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Arvella Love	:	
	:	
v.	:	C-2024-3052093
	:	
PECO Energy Company-Electric	:	

INITIAL DECISION

Before
Alphonso Arnold III
Administrative Law Judge

INTRODUCTION

In this matter, a customer filed a Formal Complaint against her electric utility alleging that she was overbilled by the utility and requesting a Commission-issued payment arrangement. This Initial Decision dismisses the Complaint, finding that the customer failed to meet her burden of proving that she has been overbilled by the utility or that she is eligible for a Commission-issued payment arrangement.

HISTORY OF THE PROCEEDING

On November 8, 2024, Arvella Love (“Ms. Love”) filed a Formal Complaint against PECO Energy Company – Electric (“PECO”) with the Pennsylvania Public Utility Commission (“Commission”), indicating that PECO has threatened to or has already terminated her service and requesting a payment arrangement. The Complaint was served on PECO on November 13, 2024.

On December 3, 2024, PECO filed an Answer to the Complaint, asserting that Ms. Love received a payment arrangement from PECO on April 25, 2024, and is not eligible for an additional payment arrangement. PECO concluded its Answer by requesting dismissal of the Complaint.

On December 11, 2024, the Commission issued an Initial Call-In Telephonic Hearing Notice scheduling this case for an evidentiary hearing on February 7, 2025.

On December 12, 2024, the Commission issued my Prehearing Order which laid out the procedural rules that would govern the evidentiary hearing.

On January 22, 2025, PECO filed a Motion for Continuance, requesting continuance of the February 7, 2025, evidentiary hearing date. PECO's Motion for Continuance was granted by Order on the same date.

On January 23, 2025, the Commission issued a Cancelled/Rescheduled Initial Telephonic Hearing Notice cancelling the February 7, 2025, evidentiary hearing and rescheduling the hearing for March 21, 2025.

On March 21, 2025, the evidentiary hearing was held as scheduled. Both parties appeared at the evidentiary hearing. Ms. Love presented testimony in support of her Complaint. PECO was represented by Khadijah Scott, Esquire, who presented the testimony of Duane Vargas, a PECO high bill technician and consultant, and Ramona Milburn, a PECO regulator assessor. Tr. 17-18, 38. Mr. Vargas and Ms. Milburn sponsored seven exhibits, PECO Exhibits 1-7, that were admitted into the record. During the hearing, PECO agreed to file as late-filed exhibits Ms. Love's account statement, meter test results, and Mr. Vargas's review of the settings on Ms. Love's thermostat

based on a picture of Ms. Love's thermostat that she texted to Attorney Scott during the hearing. Tr. 61-62, 64-65, 70.

On April 3, 2025, a 71-page electronic transcript of the March 21, 2025, evidentiary hearing was received by the Commission.

On April 9, 2025, the Commission issued my Order Directing the Filing of Late-Filed Exhibits. By this Order, I directed that PECO submit the late-filed exhibits referenced during the hearing by May 21, 2025. I also directed that Ms. Love may submit objections, if any, to the late-filed exhibits within 14 days of submission of the late-filed exhibits.

On May 21, 2025, PECO submitted late-filed exhibits pursuant to my April 9, 2025, Order. The late-filed exhibits concerned Ms. Love's account activity statement, a high bill technician review of Ms. Love's thermostat, and the meter test results of Ms. Love's meter. Ms. Love did not submit an objection to the late-filed exhibits.

After reviewing the late-filed exhibits, I determined that a further evidentiary hearing was necessary. Therefore, on August 1, 2025, the Commission issued a Further Telephonic Hearing Notice scheduling a further evidentiary hearing for October 10, 2025.

On August 4, 2025, the Commission issued my Prehearing Order which laid out the procedural rules that would govern the further evidentiary hearing.

On September 26, 2025, the Commission issued my Prehearing Order, which explained that the intent of the further hearing was to receive testimony from PECO witness(es) concerning the late-filed exhibits submitted on May 21, 2025.

On October 10, 2025, the further evidentiary hearing was held as scheduled. Attorney Scott appeared on behalf of PECO. Ms. Love did not appear for the further hearing, even after a short recess was provided to allow time for Ms. Love to call into the hearing. Therefore, the further hearing was held without Ms. Love. Attorney Scott again presented the testimony of Duane Vargas and Ramona Milburn who sponsored three exhibits, PECO Late-Filed Exhibits 1-3, that were admitted into the record.

On October 29, 2025, a 27-page electronic transcript of the further evidentiary hearing was received by the Commission. The evidentiary record closed on this date. The evidentiary record consists of the hearing transcripts of the March 21, 2025, hearing and October 10, 2025, further hearing, as well as PECO Exhibits 1-7 and PECO Late-Filed Exhibits 1-3.

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

FINDINGS OF FACT

1. Complainant is Arvella Love.
2. Respondent is PECO Energy Company – Electric.
3. Ms. Love receives electric service from PECO at 2541 West Silver Street, Philadelphia, PA 19132 (“service address”). Tr. 12.
4. Ms. Love and her minor son live at the service address. Tr. 15.

5. Duane Vargas is a high bill technician and consultant employed by PECO. Tr. 17-18.

6. Mr. Vargas's daily responsibilities as a high bill technician and consultant include investigating high bill complaints and inspecting and testing meters to see if the meters are working properly. Tr. 18.

7. On May 6, 2024, Mr. Vargas conducted a high bill investigation at the service address. Tr. 18; PECO Exhibit 1.

8. Through the high bill investigation, Mr. Vargas concluded that the electric meter was responsive to the wattages being produced through the appliances at the service address. Tr. 19-20.

9. Also on May 6, 2024, Mr. Vargas performed an investigation at the service address to see if there was any kind of meter mix-up or foreign wiring present. Tr. 20.

10. Mr. Vargas did not find a meter mix-up or any foreign wiring at the service address. Tr. 20.

11. As a result of the high bill and meter mix-up and foreign wiring investigations, Mr. Vargas concluded that PECO's meter and equipment were working properly. Tr. 22.

12. During the initial evidentiary hearing held in this matter on March 21, 2025, Ms. Love sent a picture of her thermostat for Mr. Vargas to review the thermostat's settings. Tr. 61-62.

13. Mr. Vargas reviewed the picture of Ms. Love's thermostat but was unable to conclude whether Ms. Love's heat was running on emergency or auxiliary heat because the thermostat was off. Tr. 85; PECO Late-Filed Exhibit 2.

14. On April 11, 2025, Mr. Vargas physically visited the service address. Tr. 86-87.

15. During the April 11, 2025, visit, Mr. Vargas heard crackling noises and saw sparking behind the electric meter. Tr. 86.

16. During the April 11, 2025, visit, Mr. Vargas removed the electric meter and found that the crackling and sparking he heard and observed was caused by an illegal wire connecting the right top and bottom jaws of the meter board. Tr. 86.

17. During the April 11, 2025, visit, Mr. Vargas further found that the tips of the illegal wire were burning and melting. Tr. 86.

18. As a result of his April 11, 2025, visit, Mr. Vargas contacted PECO's Revenue Protection Department ("Revenue") to go to the property to safely remove the illegal wire; after Revenue safely removed the illegal wire, Mr. Vargas installed a new meter. Tr. 86-87.

19. A picture of the meter board as seen on April 11, 2025, was admitted into the record as PECO Late-Filed Exhibit 3. PECO Late-Filed Exhibit 3.

20. The illegal wire installed in the meter board was not installed properly. Tr. 89.

21. If the illegal wire had been installed properly, the wire would connect to the top and bottom jaws which would cause power to go through the wire instead of the meter. Tr. 89.

22. If the illegal wire had been correctly installed, it would have caused electricity to bypass the meter, resulting in lower bills. Tr. 89.

23. As the illegal wire was not installed properly, all four jaws on the meter board were connected and electricity was not being bypassed by the wire. Tr. 89.

24. The illegal wire being installed improperly caused sparking and crackling which resulted in more power going through the meter instead of being bypassed by the wire. Tr. 89.

25. The kWh usage at the service address for the months of April through September of 2024 and 2025 are as follows:

KWH		
	<u>2024</u>	<u>2025</u>
April	4763	3459
May	3268	2145
June	1805	2014
July	2731	2250
August	2427	1757
September	1969	1505

PECO Late-Filed Exhibit 1.

26. Ms. Love's gross household monthly income is \$214 in pension benefits. Tr. 15.

27. Ms. Love is enrolled in PECO's customer assistance program. Tr. 39-40, 82.

DISCUSSION

Legal Standards

Burden of Proof

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, a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Public Utility Code ("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); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

Overbilling

Where a complainant alleges overbilling by their utility provider, the Commission utilizes the Waldron rule. See *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980) (“*Waldron*”). *Waldron* and its progeny hold that to establish a *prima facie* case of overbilling, complainant must prove, by a preponderance of the evidence that: (1) the number of occupants in the household has not changed; (2) the potential for energy utilization was low; and (3) the complainant’s billing history shows no prior abnormalities. *Waldron; Replogle v. Pa. Elec. Co.*, 54 Pa.P.U.C. 528 (1980).

The Commonwealth Court of Pennsylvania clarified the *Waldron* rule in *Milkie*, holding:

While the rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a prima facie case of overbilling by a utility company, we believe this view is too restrictive. Rather, the controlling principle is that even where the utility can present evidence that it has tested the customer's meter and found it to be accurate, the customer may, nonetheless, prove his case by circumstantial evidence which would support a finding that the metered usage exceeded the actual usage. Thus, as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal direct proof that his meter had malfunctioned.

Milkie, 768 A.2d at 1219-20 (citing *Burleson*, 461 A.2d at 1235). In *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011) (*Thomas*), the Commission contemplated the types of evidence that might establish a prima facie case pursuant to *Waldron*:

[C]onsistent with our holding in *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010), the Waldron Rule allows a complainant to establish a prima facie case in a "high bill" Complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. In evaluating a "high bill" Complaint, the Commission may consider such evidence as "the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding."

Thomas at 5 (citing *Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 at 6 (Opinion and Order entered Oct. 13, 2010)).

Payment arrangement

Complainant in this matter requests a Commission-issued payment arrangement. Prior to sunset, the Responsible Utility Customer Protection Act, 66 Pa.C.S. §§ 1401–1419 (“Chapter 14”), applied to complaints alleging inability to pay and requesting a Commission-issued payment arrangement. This law provided strict guidelines that the Commission had to follow when determining whether a payment arrangement could be issued and the length of the payment arrangement. Chapter 14 has sunset, effective December 31, 2024, and is not currently in effect.

However, in its Statement of Policy entered December 24, 2024, the Commission clarified that its regulations codified at 52 Pa. Code Chapter 56 shall remain in effect until amended. *See Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024) (“*Statement of Policy*”). With regard to the provision of payment arrangements, the Commission explained that it will maintain its application of the four-tiered process establishing the length of payment arrangements previously articulated in Chapter 14. *Id.* at 4. In particular, the Commission’s *Statement of Policy* states that the principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024. *Id.* at 5.

As Chapter 14 required, the length of time for a customer to resolve an unpaid balance 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.

Statement of Policy at 4 (citing 66 Pa.C.S. § 1405(b)).

Section 1405(c) of the Code stated that “[c]ustomer 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).

Analysis

Overbilling

In this matter, Ms. Love complained about the size of her bills. At the initial evidentiary hearing, Ms. Love argued that her bills have been high ever since she moved into the service address approximately four years ago. Ms. Love argued that her bills are unreasonably high given that only she and her son live at the service address and that the only electrical appliances at the service address are a refrigerator, deep freezer, and washer and dryer.¹ Ms. Love additionally argued that she and her son previously lived at an address just across the street from her service address where she received

¹ Based on the testimony provided by PECO witness Duane Vargas, and cross-examination by Ms. Love, the service address also contains an electric heat pump. Tr. 21-22, 31-32.

PECO electric service and that the bills at the previous address were lower than the bills at the service address. Tr. 6-16.

Following Ms. Love's testimony at the initial hearing, PECO presented the testimony of Duane Vargas, a high bill technician and consultant employed by PECO. Tr. 17-18. Mr. Vargas explained that he conducted a high bill investigation at the service address on May 6, 2024. Tr. 18; PECO Exhibit 1. Through the high bill investigation, Mr. Vargas concluded that the electric meter was responsive to the wattages being produced through the appliances at the service address. Tr. 19-20. Mr. Vargas also explained that he performed an investigation at the service address to see if there was any kind of meter mix-up or foreign wiring present. Tr. 20. Mr. Vargas did not find a meter mix-up or foreign wiring at the service address. *Id.* As a result of these investigations, Mr. Vargas concluded that PECO's meter and equipment were working properly. Tr. 22.

Having concluded that PECO's meter and equipment were working properly, Mr. Vargas speculated that Ms. Love's high daily usage may be the result of her heat pump being in emergency mode, or the result of some other issue inside the property. Tr. 20-23. Thereafter, the parties agreed that Ms. Love would provide a picture of her thermostat for Mr. Vargas's review. Tr. 61-62.

At the further hearing, PECO again presented the testimony of Mr. Vargas. Mr. Vargas testified that he reviewed the picture of Ms. Love's thermostat but was unable to conclude whether Ms. Love's heat was running on emergency or auxiliary heat because the thermostat was off. Tr. 85; PECO Late-Filed Exhibit 2. As a result of not being able to discern anything from the thermostat photo, Mr. Vargas physically visited the service address on April 11, 2025. Tr. 86-87. During this visit, Mr. Vargas explained that he heard crackling noises and saw sparking behind the meter. Tr. 86. Mr. Vargas proceeded to remove the meter and found that the crackling and sparking was caused by an illegal wire connecting the right top and bottom jaws of the meter board. *Id.* Mr.

Vargas further found that the tips of the illegal wire were burning and melting. *Id.* As a result of this discovery, Mr. Vargas had PECO's Revenue Protection Department ("Revenue") go to the property to safely remove the illegal wire. After Revenue safely removed the illegal wire, Mr. Vargas installed a new meter. Tr. 86-87. PECO provided a picture of the meter board as PECO Late-Filed Exhibit 3. PECO Late-Filed Exhibit 3.

Mr. Vargas testified that the extra crackling and sparking noise was causing the meter to move faster than it should have been. Tr. 88. More specifically, Mr. Vargas explained that, if installed properly, the illegal wire would connect to the top and bottom jaws which would cause power to go through the wire instead of the meter. Tr. 89. This would have caused electricity to bypass the meter, resulting in lower bills. *Id.* In this situation, however, the wire was not installed properly so all four jaws on the meter board were still connected, and electricity was not being bypassed by the wire. *Id.* The illegal wire being installed improperly caused sparking and crackling which resulted in more power going through the meter instead of being bypassed by the wire. Tr. 89. Mr. Vargas asserted that once the illegally installed wire was removed and a new meter was installed, the electric usage went back down to a normal status. Tr. 88.

After reviewing the evidence, I find that Ms. Love did not present sufficient evidence to support a finding that she was overbilled by PECO. For PECO's part, it presented credible evidence that shows that it investigated the billing concerns at the service address, and that its meter and equipment serving the service address were working properly. PECO also presented credible evidence that shows that the meter board at the service address had been tampered with. Ms. Love did not appear for the further hearing and therefore did not object to PECO's evidence concerning the meter board tampering at the service address.² PECO's position was that the tampering of the

² A Further Telephonic Hearing Notice and Prehearing Order were served on Ms. Love by email and eService on August 1 and 5, 2025, respectively. Both documents provided the date and time of the further evidentiary hearing and were not returned to the

meter board contributed to the high usage and billing at the service address. The kWh usage at the service address for the months of April through September of 2024 and 2025 are as follows:

KWH		
	<u>2024</u>	<u>2025</u>
April	4763	3459
May	3268	2145
June	1805	2014
July	2731	2250
August	2427	1757
September	1969	1505

PECO Late-Filed Exhibit 1.

Ms. Love’s account activity statement does not support a finding that the tampering of the meter board contributed to the high usage and billing at the service address. There is not a noticeable change in the usage being recorded at the service address through the new meter that was put in place at the service address in April 2025 following correction of the meter board tampering, as opposed to the usage that was being recorded by the old meter when the tampering was present at the service address. Nonetheless, pursuant to the *Waldron* rule, the burden is on Ms. Love to establish a *prima facie* case by showing that the disputed bill is abnormally high when compared to prior usage patterns and her pattern of usage has not changed, or by providing other relevant evidence showing that the disputed bill is unreasonably high. *Waldron*. Ms. Love did

Commission as undeliverable. Accordingly, it must be presumed that these documents sent to Ms. Love were received by her. *Zirkel v. Phila. Gas Works*, Docket No. C-2016-2561176 (Final Order entered Apr. 7, 2017); *Morella v. PECO Energy Co.*, Docket No. C-2016-2553416 (Final Order entered Jan. 31, 2017).

not present evidence sufficient to meet this burden. Even had Ms. Love met her *prima facie* case, her evidence was effectively rebutted by PECO's evidence that it investigated the high billing at the service address and found that its meter and equipment were working properly.

For the above reasons, I find that Ms. Love did not meet her burden of proving that she was overbilled by PECO.

Payment Arrangement

Lastly, I will address Ms. Love's request in this matter for a Commission-issued payment arrangement. Ms. Love lives at the service address with her son and receives \$214 per month in pension benefits. Tr. 15.

In this proceeding PECO presented the testimony of Ramona Milburn, a regulator assessor employed by PECO. Tr. 38. Ms. Milburn testified that Ms. Love is enrolled in PECO's customer assistance program. Tr. 39-40, 82. Section 1405(c) of the Code, as applied through the *Statement of Policy*, prohibits the Commission from issuing a payment arrangement on customer assistance program arrearages. 66 Pa.C.S. § 1405(c). Therefore, because Ms. Love is actively enrolled in PECO's customer assistance program, the Commission cannot provide Ms. Love with a payment arrangement.³

³ Furthermore, because Ms. Love was involved in theft of utility service, she is not eligible for a payment arrangement. The Commission has held that "a payment arrangement is [not] appropriate when the person requesting the arrangement was involved in a theft of utility service while residing at the service location." *See Fassett v. Phila. Gas Works*, Docket No. F-2014-2408541 (Opinion and Order entered Apr. 27, 2015) at 8.

Conclusion

In conclusion, for the reasons discussed above, Ms. Love failed to meet her burden of proving that she has been overbilled by the utility or that she is eligible for a payment arrangement. The 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 dispute. 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. 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).
5. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704.

6. Where a complainant alleges overbilling by their utility provider, the Commission utilizes the Waldron rule which holds that to establish a *prima facie* case of overbilling, complainant must prove, by a preponderance of the evidence that: (1) the number of occupants in the household has not changed; (2) the potential for energy utilization was low; and (3) the complainant’s billing history shows no prior abnormalities. *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980).

7. In evaluating a “high bill” Complaint, the Commission may consider such evidence as “the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.” *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011).

8. The Commission’s Statement of Policy states that the principles of Section 1405 and definitions of Section 1403 will continue after the expiration of Chapter 14 on December 31, 2024. *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

9. 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); *Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code*, Docket No. M-2024-3052328 (Statement of Policy entered Dec. 24, 2024).

10. Ms. Love has failed to meet her burden of proving that she was overbilled by PECO. 66 Pa.C.S. § 332(a).

11. Ms. Love has failed to meet her burden of proving that she is eligible for a Commission-issued payment arrangement. 66 Pa.C.S. § 332(a).

