

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jocelyn Stelzer Kelsey	:	
	:	
v.	:	F-2025-3055136
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Decision denies the Formal Complaint of Jocelyn Stelzer Kelsey because the Complainant failed to prove by a preponderance of the evidence that PECO Energy Company violated a Commission statute, regulation, tariff or order.

HISTORY OF THE PROCEEDING

On May 14, 2025, Jocelyn Stelzer Kelsey (Complainant or Ms. Kelsey) filed a Formal Complaint (Complaint) against PECO Energy Company (PECO, Respondent or Company) with the Pennsylvania Public Utility Commission (Commission) alleging that the utility is threatening to shut off her service or has already shut off her service. As relief, Ms. Kelsey requests that “the remaining balance of the current PECO bill be rolled over into [her] Customer Assistance Program (CAP) to help with more affordable service.” Complaint ¶ 4.

This Complaint is a timely appeal of the informal decision issued by the Commission's Bureau of Consumer Services at BCS Case No. 4045632. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On June 3, 2025, the Respondent filed an Answer denying all material allegations of fact and conclusions of law in the Complaint. Respondent requested that the Complaint be dismissed.

An Initial Call-in Telephonic Hearing Notice dated June 11, 2025, notified the parties that an initial call-in telephone hearing was scheduled on September 3, 2025, at 10:00 a.m.

On June 17, 2025, I issued a Prehearing Order. The Prehearing Order directed the parties to comply with various procedural requirements, reminded them of the time and date of the hearing and provided instructions for calling in to the hearing.

The hearing was convened as scheduled on September 3, 2025. Ms. Kelsey appeared *pro se* and testified on behalf of the Complaint.¹ Khadijah Scott, Esq., appeared on behalf of the Respondent and presented the testimony of Lisa Crespo, who is a Senior Regulatory Assessor for PECO. The Respondent sponsored four exhibits which were admitted into the record.

The record in this matter closed on October 1, 2025, when I received my copy of the transcript.

¹ In Paragraph No. 6 of the Formal Complaint Ms. Kelsey indicated that a court has granted her a Protection from Abuse Order (PFA) for her protection and welfare. During the hearing, Ms. Kelsey explained that her PFA has expired. Tr. 90.

FINDINGS OF FACT

1. The Complainant is Jocelyn Stelzer Kelsey.
2. The Respondent is PECO Energy Company.
3. PECO provides electric service to the Complainant's residence. Tr. 39; PECO Exhibit 1.
4. Ms. Kelsey was originally enrolled in PECO's Customer Assistance Program (CAP) on May 23, 2023. Tr. 23.
5. The first time a PECO customer enrolls in CAP their outstanding balance is set aside and a fraction of it becomes eligible for forgiveness with every timely monthly payment made to the account. Tr. 35.
6. PECO's CAP is part of the Company's Universal Service Program which was reviewed and approved by the Commission. Tr. 38.
7. A PECO customer is eligible for pre-CAP arrearage forgiveness only once, upon their initial enrollment in CAP. Tr. 38.
8. At the time of Ms. Kelsey's enrollment in CAP her outstanding balance was \$6,157.97. Tr. 36; PECO Exhibit 2.
9. As of the date of the hearing, Ms. Kelsey's pre-CAP balance had been reduced to \$3,079.01. Tr. 36; PECO Exhibit 2.

10. Since the day of her enrollment in CAP, Ms. Kelsey has accumulated an additional \$3,483.83 balance. Tr. 36, 38; PECO Exhibit 2.

11. As of the date of the hearing, Ms. Kelsey's total outstanding balance with PECO was \$6,562.84, consisting of \$3,079.01 in pre-CAP arrearages and \$3,483.83 in CAP arrearages. Tr. 47.

12. From August 2023 to August of 2025, Ms. Kelsey made only five payments to her account with PECO. Tr.72.

13. As of the date of the hearing, Ms. Kelsey was still enrolled in PECO's CAP. Tr. 34.

14. As of the date of the hearing, Ms. Kelsey's CAP amount was \$180.00 per month. Tr. 58.

DISCUSSION

Burden of Proof

As the party seeking affirmative relief from the Commission, a complainant 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). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail, and that the offense is a violation of the Public Utility Code (Code), the Commission's regulations, or order. 66 Pa.C.S. § 701; *Patterson v. Bell Tel. Co. of Pa.*,

72 Pa.P.U.C. 196 (1990). The burden of proof is comprised of two distinct burdens: (1) the burden of production; and (2) the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Moore v. Nat'l Fuel Gas Distrib.*, Docket. No. C-2014-2458555 (Final Order entered Aug. 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id.* The burden of production may shift between the parties during a hearing. A complainant may establish a prima facie case with circumstantial evidence. *See Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient evidence to establish legal sufficiency of the claim, also called a prima facie case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Moore*.

If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant, who must provide some additional evidence favorable to the complainant's claim. *See Milkie* at 1220; *see also, Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie* at 1220; *see also, Riedel v. Cnty. of Allegheny*, 633 A.2d 1325 (Pa. Cmwlth. 1993); *Burleson* at 1375. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling, because the party did not carry the burden of persuasion.

See Moore. In determining whether a complainant has met the burden of persuasion, the fact-finder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)).

Additionally, any decision of the Commission must be supported by substantial evidence in the record; more is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. 2 Pa.C.S. § 704; *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

At the hearing, Ms. Kelsey testified that she was enrolled in PECO's CAP but that she has difficulty paying the CAP payment every month. Tr. 10, 25. Ms. Kelsey explained that, due to her medical condition, she is unable to work as much as she would like to, and believes that her income has decreased since her initial enrollment in CAP. Tr. 70, 76, 78. She requested that her pre-CAP arrearage be placed under CAP, so that her bill no longer shows two separate amounts representing CAP arrearages and pre-CAP arrearages. Tr. 28-30, *see also* Tr. 74-76.

In response, PECO's witness Ms. Crespo testified that Ms. Kelsey was originally enrolled in PECO's CAP on May 23, 2023. Tr. 23. She explained that the first time a PECO customer enrolls in CAP, her outstanding balance is set aside and a fraction of it becomes eligible for forgiveness with every timely monthly payment made to the account. Tr. 35. A PECO customer is eligible for pre-CAP arrearage forgiveness only once, upon their initial enrollment in CAP. Tr. 38. At the time of Ms. Kelsey's enrollment in CAP her outstanding balance was \$6,157.97. Tr. 36; PECO Exhibit 2. As of the date of the hearing, Ms. Kelsey's pre-CAP balance had been reduced to \$3,079.01. *Id.*

Since the day of her enrollment in CAP, Ms. Kelsey has made only five payments to her account with PECO thus accumulating an additional \$3,483.83 balance. Tr. 36, 38, 72; PECO Exhibits 1, 2. As of the date of the hearing, Ms. Kelsey's total outstanding balance with PECO was \$6,562.84, consisting of \$3,079.01 in pre-CAP arrearages plus \$3,483.83 in CAP arrearages. Tr. 47. In addition, Ms. Crespo testified that Ms. Kelsey was still enrolled in PECO's CAP. Tr. 34. Her CAP amount was calculated to be \$180.00 per month. Tr. 58.

PECO's CAP is part of the Company's Universal Service Program which was reviewed and approved by the Commission. Tr. 38. The Complainant could not point to any provision of the Pennsylvania Public Utility Code, Commission regulations, PECO's Tariff or Universal Program which requires or permits PECO to combine pre and post CAP enrollment arrearages under the program. My own research could not identify such a provision either. Consequently, Ms. Kelsey's Complaint against PECO will be denied because the only relief she requested cannot be granted. She also failed to prove by a preponderance of the evidence that PECO violated any Commission statute, regulation, tariff or order in its handling of her CAP enrollment or in the way the CAP and non-CAP arrearages are reflected in her bills.

Lastly, I note that Ms. Kelsey was advised to apply for available grants in order to lower her outstanding balance. Tr. 19, 77, 85, 88. She was also advised to contact PECO's CAP and update her income in an effort to lower her monthly CAP amount. Tr. 78-80, 88. Ms. Kelsey expressed an overall reluctance to obtain a payment arrangement stating that she is unable to pay even the regular \$180.00 per month required by CAP. Tr. 77; *see also* Tr. 22-24.

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, the complaint bears the burden of proof. 66 Pa.C.S. § 332(a).

3. To satisfy the burden of proof, the complaint must demonstrate by the preponderance of the evidence that the respondent was responsible for the problems alleged in the complaint through a violation of the Code or a regulation or order of the Commission. *Patterson v. Bell Telephone Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

4. 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).

5. 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 (1980).

6. Complainant failed to prove by a preponderance of the evidence that Respondent violated a Commission statute, regulation, tariff or order. 66 Pa.C.S. § 701.

ORDER

THEREFORE,

IT IS ORDERED

1. That the Formal Complaint of Jocelyn Stelzer Kelsey in Jocelyn Stelzer Kelsey v. PECO Energy Company at Docket No. F-2025-3055136 is denied.
2. That Docket No. F-2025-3055136 be marked closed.

Date: February 5, 2026

/s/
Eranda Vero
Administrative Law Judge