

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Margaretta Green,
v.
PECO Energy Company

Initial Telephonic

Docket No.: F-2013-2378618

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Pennsylvania Public Utility
Commission
Piatt Place
301 Fifth Avenue
Suite 220
Pittsburgh, PA 15222

Tuesday, November 26, 2013
Commencing at 10:10 a.m.

BEFORE:

MARK A. HOYER, Administrative Law Judge

APPEARANCES:

MARGARETTA GREEN, Pro Se
For the Complainant

SHAWANE L. LEE, Esquire
Exelon Business Services Company, LLC
2301 Market Street
Suite 23-1
Philadelphia, PA 19103
For the Respondent

REPORTER: BARBARA J. JONES

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P R O C E E D I N G S

TELEPHONE CALL PLACED

JUDGE MARK A. HOYER:

Today's date is Tuesday, November 26th, 2013. The time is 10:12. We are on the telephone this morning for an initial telephonic hearing on the complaint of Margaretta Green versus PECO Energy Company. My name is Mark Hoyer. I'm the Administrative Law Judge assigned to preside over this matter. The docket number for this proceeding is F-2013-2378618. On the line here today we have the Complainant, Ms. Margaretta Green. And Ms. Green, you will be representing yourself here today; is that correct?

MS. GREEN:

Yes.

JUDGE:

Okay. Did you send me any proposed exhibits by mail in advance of today's hearing?

MS. GREEN:

No, I did not.

JUDGE:

Okay. I just wanted to make sure. Counsel, if you could please introduce yourself for

1 the record and also introduce your two proposed
2 witnesses to the Complainant.

3 ATTORNEY LEE:

4 I'm Shawane Lee on behalf of PECO Energy
5 Company. I also have two witnesses today, high bill
6 foreman, Thomas Lerro and regulatory assessor, Elsa
7 Leung.

8 JUDGE:

9 Okay. Thank you, Counsel. I did get
10 some proposed exhibits from you, Attorney Lee, under
11 cover letter dated November 20th. Ms. Green, did you
12 also receive copies of proposed exhibits from Attorney
13 Lee?

14 MS. GREEN:

15 Yes, I did.

16 JUDGE:

17 Okay. Do you have those handy?

18 MS. GREEN:

19 Yes, I do.

20 JUDGE:

21 Okay. Great. Now, before we actually
22 have the hearing we are going to have a recess for the
23 parties to discuss the dispute to see if you might be
24 able to resolve it in some fashion. And I'd also like
25 you to discuss during the recess in the event you

1 can't resolve the dispute, stipulations. I have
2 reviewed the complaint by you, Ms. Green, and I've
3 also reviewed PECO's Answer and from that it looks to
4 me as though there are some stipulations of fact that
5 the parties can discuss. This case may essentially
6 just be a legal issue concerning whether there's an
7 entitlement to a refund on the account. And that is
8 dependent upon an interpretation of the Public Utility
9 Code Section 1529.1 in the case law concerning that
10 section.

11 So we're going to take a recess. I will
12 not be present in the hearing room for your
13 discussion. I want you to discuss the dispute to see
14 if you can resolve it and also see if you can't agree
15 to certain facts. If you don't resolve the dispute,
16 just simply let the court reporter know. We'll come
17 back on the record and I'll explain the hearing
18 procedure and we'll move forward.

19 MS. GREEN:

20 Okay.

21 JUDGE:

22 Okay?

23 MS. GREEN:

24 Okay.

25 JUDGE:

1 And after we do that, you will be
2 presenting your case first, Ms. Green, but are there
3 any questions, procedural questions, before we take a
4 recess?

5 MS. GREEN:

6 No.

7 ATTORNEY LEE:

8 No, Your Honor.

9 JUDGE:

10 Okay. And in this case, Attorney Lee, I
11 may require a memorandum of law from you regarding
12 Section 1529 and specifically the interpretation of
13 Section 1529.1(c), failure to give notice. So go
14 ahead and discuss the dispute. I'm leaving now. When
15 you're finished please inform the court reporter.
16 Thank you.

17 ATTORNEY GREEN:

18 Okay.

19 OFF RECORD DISCUSSION

20 JUDGE:

21 Okay. We're back on the record. My
22 understanding is the parties were not able to settle.
23 Were you able to agree to any stipulations?

24 ATTORNEY LEE:

25 Yes, Your Honor.

1 JUDGE:

2 Okay. And Counsel, if you could please
3 state the stipulation on the record and I'll make sure
4 that Ms. Green agrees with that.

5 ATTORNEY LEE:

6 Yes. The parties agree that foreign
7 wiring was found at her premises --- at the premises
8 where she resided on May 8th, 2013.

9 JUDGE:

10 Okay.

11 ATTORNEY LEE:

12 The parties agree that as a result of
13 the foreign wiring, PECO transferred \$988.35 in usage
14 charges and another \$301.26 in late payment charges
15 we've waived from her account. So her account was
16 adjusted on May 15th, 2013 for those amounts.

17 JUDGE:

18 Okay. Now, do you agree with that, Ms.
19 Green?

20 MS. GREEN:

21 Yes, I agree with that, Your Honor.

22 JUDGE:

23 Okay. That stipulation is on the
24 record. As the Complainant here today, Ms. Green, you
25 have the Burden of Proof. You will be presenting your

1 case first. I will swear you in as a witness and ask
2 you some preliminary questions on the record and then
3 I'll ask you to tell me what this dispute is about and
4 what relief you're seeking from the Commission. When
5 you're finished telling me that, Attorney Lee will
6 have a chance to ask you questions. If she asks you
7 any questions, I will give you a second opportunity to
8 offer additional testimony. And if you offer
9 additional testimony, Attorney Lee will have a second
10 opportunity to ask you questions. Ms. Green, when
11 you're finished presenting your case then Attorney Lee
12 is going to present her case on behalf of PECO. She's
13 circulated some proposed exhibits and has indicated
14 she intends to call two witnesses.

15 You will have an opportunity to question
16 those witnesses. At the conclusion of the hearing
17 I'll ask each side to summarize their position on the
18 record and then I'll explain the post hearing
19 procedure. Any procedural questions before we move
20 forward?

21 MS. GREEN:

22 No, Your Honor.

23 ATTORNEY LEE:

24 No, Your Honor.

25 JUDGE:

1 Okay. Ms. Green, I'm going to swear you
2 in as a witness now.

3 -----
4 MARGARETTA GREEN, HAVING FIRST BEEN DULY SWORN,
5 TESTIFIED AS FOLLOWS:

6 -----
7 JUDGE:

8 Could you please state your name for the
9 record?

10 A. Margaretta Green.

11 JUDGE:
12 And your address?

13 A. 1907 East Venango Street, Apartment 2,
14 Philadelphia, Pennsylvania, 19134.

15 JUDGE:
16 Okay. And are you currently a ratepayer
17 or customer of PECO Energy Company?

18 A. Can you repeat that question?

19 JUDGE:
20 Are you currently a ratepayer or
21 customer of PECO Energy Company?

22 A. No, I'm not.

23 JUDGE:
24 Okay. And does this dispute concern
25 residential electric utility service provided to you

1 at the address we just gave?

2 A. Yes, Your Honor.

3 JUDGE:

4 Okay. All right. Tell me what this
5 dispute is about and also what relief you're seeking
6 from the Commission. You can proceed whenever you're
7 ready.

8 A. Okay. I filed a complaint because on May the 8th
9 PECO Energy --- PECO had a field technician out and
10 found faulty wiring in the premises where I live. And
11 I was told by the field examiner that I was not
12 responsible for the electric here because there should
13 have been three meters --- meters placed there from
14 the beginning. That since I was here, I was not
15 responsible. So then I asked the field worker when it
16 will be done.

17 He told me that will be taken out of my hands,
18 put into the landlord's hands until the issue is
19 complete, until he does something about it. So then I
20 was then further told that I was entitled to a refund
21 because I was paying electric that I should not have
22 been paying because of the issue. And that because I
23 was on the CAP rate program, they had to go back and
24 find out exactly how much. They couldn't tell me, but
25 in 30 days I would know. So 30 days later when I

1 called PECO I was told that I was granted a refund,
2 but the refund was used toward my back bill so that my
3 bill would be clear. And that is what confuses me.

4 How can PECO take money that they had said they
5 refunded to me to clear a bill that I was not supposed
6 to be responsible for in the beginning?

7 JUDGE:

8 Okay.

9 A. And that's when I filed the complaint with the
10 Public Utility Commission.

11 JUDGE:

12 Okay. Is there anything else you wanted
13 to add?

14 A. That's it. That's all I complained about.

15 JUDGE:

16 Okay. Attorney Lee, do you have any
17 questions for Ms. Green?

18 ATTORNEY LEE:

19 Yes, Your Honor, I do.

20 CROSS EXAMINATION

21 BY ATTORNEY LEE:

22 Q. Ms. Green, now, when your --- the foreign wiring
23 was identified on May 8th, 2013. Was your bill
24 current?

25 A. Not at the time.

1 Q. Okay. So did you have an outstanding balance on
2 your account?

3 A. Yes, but I also just paid a payment, sent a
4 payment the week before that.

5 ATTORNEY LEE:

6 Okay. That's all the questions I have.

7 JUDGE:

8 Okay. Ms. Green, do you have any
9 additional testimony to add?

10 A. That's it.

11 JUDGE:

12 Okay.

13 A. That's all I have to say.

14 JUDGE:

15 Okay. Attorney Lee, you may present
16 your case.

17 ATTORNEY LEE:

18 Thank you, Your Honor. Okay. I call
19 Elsa Leung.

20 JUDGE:

21 Okay.

22 -----
23 ELSA LEUNG, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS
24 FOLLOWS:
25 -----

1 JUDGE:

2 Okay. Counsel, you may proceed.

3 DIRECT EXAMINATION

4 BY ATTORNEY LEE:

5 Q. Ms. Leung, can you tell us what your position is
6 at PECO Energy?

7 A. My title is regulatory assessor at PECO Energy.

8 Q. And what do your duties entail as a regulatory
9 assessor?

10 A. As the regulatory assessor I review customer
11 accounts and prepare reports and exhibits for
12 customers who file informal and formal complaints. In
13 addition to that, I --- during my review I ensure that
14 the company has followed all regulations.

15 Q. How many years have you been employed with PECO
16 in that position?

17 A. It will be two years. It is two years.

18 Q. As a part of your duties as a regulatory
19 assessor, did you have an opportunity to review the
20 formal case and the formal complaint filed by Ms.
21 Green as well as her account?

22 A. Yes, I did.

23 Q. And did you prepare the exhibits that are marked
24 as PECO's Exhibit One through Seven?

25 A. Yes, I did.

1 Q. And where did you obtain the information for the
2 exhibits?

3 A. The majority of the exhibits were obtained from
4 the company --- customer information management
5 system. That is a system that documents all of the
6 company's everyday daily record of transactions
7 related to customer accounts.

8 Q. So does Ms. Green have an account with the
9 company?

10 A. She did have a prior account and is no longer
11 active on --- in the system meaning that Ms. Green is
12 no longer being charged for any usage.

13 Q. Can you tell us what services Ms. Green --- where
14 Ms. Green had service?

15 A. It was at 1907 East Venango Street, on the second
16 floor in Philadelphia, Pennsylvania, 19134.

17 Q. Now, I'm referring to what's been previously
18 marked as PECO Exhibit One.

19 (PECO Exhibit One marked for
20 identification.)

21 BY ATTORNEY LEE:

22 Q. Can you tell us what this is?

23 A. Exhibit One is the account activity statement for
24 Ms. Green's account. The account number is
25 16019-00119. This document will give the daily

1 transaction of charges, credits and payments that were
2 issued on the account.

3 Q. And what type of service does Ms. Green have with
4 PECO?

5 A. She has electric residential service.

6 Q. All right. I want to take a closer look at Ms.
7 Green's account statement. I see that there was a ---
8 on September 28th, 2011 there was a transfer that took
9 place and also there is another entry that says PPA
10 forgiven on October 20th, 2011. Can you tell us what
11 that is?

12 A. Yes. So Ms. Green was enrolled on the company's
13 CAP program during the time that she had service with
14 the company. When a customer enrolls in CAP, if they
15 are first time enrollment and they have a balance on
16 the account that balance would be what we call
17 isolated and free program arrears. And that money is
18 eligible for forgiveness meaning that she would not
19 have to pay any of that money. As long as she's
20 actually paying her current bill or future bills
21 active enrollment into the CAP program.

22 So that is what the PPA --- the 10/20/11 listed
23 as PPA forgiven. On that particular date the company
24 has given her credit of \$25.47 from her pre-program
25 arrearage. Now, in addition to that, if you go back

1 to the line above, on 9/28/11 Ms. Green also had ---
2 the company had one --- what we call a one time CAP in
3 program arrears forgiven. That was a one time effort
4 the company would give to all CAP customers if they
5 were enrolled in CAP would reduce and forgive any
6 balances above \$1,000 on her account. So in this
7 particular case, she actually had \$495.09 that we had
8 forgiven and just took off her account. There was no
9 requirement of any payment on it. With the \$1,000
10 that was left over we gave her a pay arrangement and
11 that pay arrangement was for 61 installments to pay
12 \$16.66.

13 Q. Did Ms. Green --- strike that.

14 I want to move closer in time to May --- just
15 before May 2013, the date the foreign wire was
16 discovered at Ms. Green's property. Can you tell us
17 what her balance ---?

18 JUDGE:

19 Hello? Are you still there, Ms. Green?

20 MS. GREEN:

21 Yes, I'm still here.

22 JUDGE:

23 Okay.

24 A. Okay. So on page two of the account activity
25 statement if you look at the line dated April 23rd,

1 2013 under regular bill, just follow that along to the
2 total bill column. The account had a balance of \$130
3 ---. I'm sorry, \$1,372.76. On that same --- I'm
4 sorry. On April 30th we did receive a payment of
5 \$163.67 and as a result of that payment we actually
6 gave her a payment arrangement for the remainder
7 balance of \$1,142.95. So that \$1,142.95 is the
8 balance of what is remaining on the account.

9 BY ATTORNEY LEE:

10 Q. I'm sorry. Could you repeat? What was the
11 balance remaining on Ms. Green's account prior to the
12 foreign wiring being detected in May of 2013?

13 A. That balance was \$1,142.95 that was placed on a
14 payment arrangement.

15 Q. All right. So you know, the parties agree that
16 barbed wiring was detected at the premises on May 8th,
17 2013. So what did the company do as a result of that?

18 A. As a result of foreign wiring that was found on
19 the account, the company actually had finalized --- we
20 had discontinued the account. So first we had to take
21 the account out of her name, okay, and then what we
22 did was we placed the pay arrangement balance back on
23 the account so that it --- we're closing out the
24 account as is --- you know, the customer is no longer
25 going to be paying for the services there.

1 Okay. Then there was the remaining balance ---
2 there was a late --- we had late payment charges that
3 had occurred on the account. That total is \$301.26.
4 And then the company had before there was a leftover
5 balance on the account of \$988.35. That was
6 transferred over to the landlord's new account.

7 Q. All right. So you're saying that \$988.35 in
8 charges was transferred to the landlord; is that
9 correct?

10 A. Yes, that's correct.

11 Q. And what happened with the late payment charges?
12 Were those transferred to the landlord?

13 A. No, not the late payment charges. Just the usage
14 charge was transferred over to the landlord.

15 Q. All right. So what balance did it leave after
16 the late payment charges and the usage charges were
17 transferred off the account?

18 A. It left the account with a zero balance. With
19 everything that was on the account, the balance, it
20 had zeroed it out.

21 Q. Now, you heard Ms. Green's testimony. She said
22 that she was expecting to be given a credit, okay, or
23 refund from the fact that this foreign wiring
24 condition had been found. Why didn't PECO give her,
25 Ms. Green, that \$988.35?

1 A. Well, the company would not have given her, you
2 know, a physical check to refund her that money
3 because there's actually still a balance owed to the
4 company. So what the company had did again was we
5 just zeroed out the balance, brought the account
6 balance to a zero amount so that she no longer owes
7 any money to the company.

8 Q. And under the foreign wiring rules that the
9 company follows, who is responsible for the \$988.35
10 charges?

11 A. That would be the landlord of the property.

12 Q. Now, at some point did Ms. Green file an informal
13 complaint with the Bureau of Consumer Services?

14 A. Yes, she did.

15 Q. And I'm referring to PECO Exhibit Four.

16 (PECO Exhibit Four marked for
17 identification.)

18 BY ATTORNEY LEE:

19 Q. Can you tell us on what date Ms. Green filed the
20 informal complaint?

21 A. It states that the case was open on 2/14 of 2013.

22 Q. What case number?

23 A. Case number is 3110864.

24 Q. Can you tell me the nature of Ms. Green's
25 complaint?

1 A. In the complaint Ms. Green stated that she moved
2 into the residence in January of 2009 and services on
3 --- in her name since 2009. And she states that in
4 January of 2012 the first floor tenant's service was
5 shut off due to nonpayment. But the customer notified
6 that the lights were still on on the first floor
7 bathroom. Okay. So basically in this complaint she
8 is claiming that she had found foreign wiring at the
9 property.

10 Q. Okay. Let's go back to the customer problem
11 description that you were reading. Does it state here
12 whether the customer reported it to the company?

13 A. In this complaint she states that the customer
14 reported this to the landlord and not to the company,
15 and the landlord stated that the problem was fixed.

16 Q. Okay. Let me just stop there. So this foreign
17 wiring, what is the company's procedure when a
18 customer calls regarding foreign wiring? What
19 happens?

20 A. If a customer calls the company and states that
21 they believe there's foreign wiring, the company will
22 set up an investigation to send a field technician out
23 to the property to verify that. And once it's
24 verified, then what the company will do is what we did
25 in May of 2013, is we would take the service out of

1 the tenant's name and place that into the landlord's
2 name.

3 Q. All right. You said January of 2012, this is
4 according to her formal complaint, she reported it to
5 the landlord; is that correct?

6 A. That is correct.

7 Q. So would the company take action for her
8 notifying her landlord?

9 A. No, because the company would not have known as
10 what's happening to take any action.

11 Q. Does the company know whether she actually called
12 the company in January 2012 to report foreign wiring?

13 A. The company does track all customer contacts in
14 our customer information system and I did review the
15 account history and did not find a call from Ms. Green
16 in January of 2012.

17 Q. All right. Do you have the record of all the
18 contacts made on Ms. Green's account?

19 A. Yes, I do. And that is actually on Exhibit
20 Number Seven.

21 Q. All right. Let's take a look at Exhibit Seven.

22 (PECO Exhibit Seven marked for
23 identification.)

24 BY ATTORNEY LEE:

25 Q. Where do you get this information?

1 A. This information was retrieved from the company's
2 archives of the customer's account.

3 Q. All right. So if we flip to 2012, which is on
4 page four of PECO Exhibit Seven, were there any calls
5 made in January of 2012?

6 A. The company did not have any calls in January of
7 2012. The first call in 2012 was in May of 2012
8 regarding getting a pay arrangement.

9 Q. Okay. So when was the first call made to the
10 company about foreign wiring?

11 A. That was in April of 2013.

12 Q. Is that call noted in PECO Exhibit Seven?

13 A. Yes, it is.

14 Q. Can you tell us where?

15 A. If we go to the customer contact dated April
16 29th, 2013 that is where it's noted that the ---
17 contact states, customer stated that she has been
18 paying for service for the first floor apartment for
19 four years. Customer stated when that apartment was
20 cut off for non-payment the tenant still had use of
21 dryer, fridge and bathroom because feeding off of her
22 meter. So as a result, what the company had did was
23 opened an investigation to verify her foreign wiring
24 complaint.

25 Q. All right. And is the fact that Ms. Green

1 contacted the company noted in her informal complaint
2 at PECO Exhibit Four? Is the fact that Ms. Green
3 contacted the company in April 2013 noted in her
4 informal complaint to the company at PECO Exhibit
5 Four?

6 A. In the formal complaint the complaint actually
7 reads that the customer reported this to the landlord
8 and not to the company, and the landlord stated that
9 the problem was fixed in April of 2013. Service for
10 first floor tenants terminated by company and customer
11 noticed the same thing, the lights being on in the
12 back room and laundry area and this time reported the
13 problem to the company. So the answer to your
14 question was, yes, she reported this to the company
15 after service was terminated on the first floor in
16 April of 2013.

17 Q. All right. So the question is, why didn't the
18 company credit Ms. Green's account back in 2009?

19 A. The policy with regulation --- and the company
20 policy does not go back to refund customers or to back
21 bill customers for charges already charged. The
22 finding of the foreign wiring is found when we
23 actually go out to verify it and that's when the
24 account ends and that's when the landlord will start
25 to pay over any new charges and any leftover balance

1 on the account will be the responsibility of the
2 landlord.

3 Q. All right. So as a result of the informal
4 complaint that Ms. Green filed did the company reach
5 out to her?

6 A. Yes, the company did reach out to her.

7 Q. And referring now to PECO Exhibit Five.

8 (PECO Exhibit Five marked for
9 identification.)

10 BY ATTORNEY LEE:

11 Q. What did the company advise Ms. Green and on what
12 date?

13 A. Okay. On June 26th, 2013 Exhibit Five --- I'm
14 sorry. Exhibit Five is a letter that was mailed to
15 Ms. Green on June 26th, 2013. This is a response to
16 the customer's informal complaint number 3110864 that
17 was filed to the PUC. And explained to Ms. Green that
18 the service was discontinued in her name as of May 14,
19 2013 and that service was taken out of her name
20 actually as of the foreign wiring confirmation date of
21 May 8th, 2013 and placed into the landlord's name.

22 She had a final bill now of \$1,289.60 that was
23 rendered and sent to her. However, the company had
24 actually adjusted that amount and \$988.35 was taken
25 off of her bill and late payment charges totaling

1 \$301.25 was cancelled.

2 Q. Okay. Thank you. As of today, as far as you
3 know, is the account --- has the foreign wiring been
4 completed or fixed and the account transferred back to
5 Ms. Green's name?

6 A. The company had been --- contacted the landlord
7 to come out to the property to investigate that.

8 Q. So the Bureau of Consumer Services eventually
9 made a decision on Ms. Green's informal complaint?

10 A. Yes. And if we take a look at Exhibit Number
11 Six, the decision where the case was dismissed for
12 1529.1(B).

13 (PECO Exhibit Six marked for
14 identification.)

15 BY ATTORNEY LEE:

16 Q. And can you just tell us what the BCS is?

17 A. The decision description states that a field
18 technician confirmed foreign wiring existed and
19 service was discontinued in Ms. Green's name and
20 established in the name of Troy Grant, the landlord,
21 effective May 8, 2013. The company followed the
22 regulations concerning foreign load.

23 Q. Okay. As of today is there --- what is the
24 balance that is owed, if any, by Ms. Green to PECO
25 Energy?

1 A. There is no balance on the account at this time.

2 ATTORNEY LEE:

3 Thank you. That's all the questions I
4 have.

5 JUDGE:

6 Okay. Ms. Green, do you have any
7 questions for Ms. Leung?

8 MS. GREEN:

9 No, Your Honor.

10 JUDGE:

11 Okay. Thank you for your testimony.
12 You may call your next witness.

13 ATTORNEY LEE:

14 Yes, I call Tom --- Thomas Lerro.

15 -----
16 THOMAS LERRO, HAVING FIRST BEEN DULY SWORN, TESTIFIED
17 AS FOLLOWS:

18 -----

19 JUDGE:

20 You may proceed.

21 DIRECT EXAMINATION

22 BY ATTORNEY LEE:

23 Q. Mr. Lerro, can you tell us what your position is
24 with PECO?

25 A. Senior hydro field foreman and field operations

1 for hydro investigations.

2 JUDGE:

3 Could you state your full name for the
4 record?

5 A. Yes, Your Honor. It's Thomas, and the last name
6 is spelled, L-E-R-R-O, Lerro.

7 JUDGE:

8 Thank you.

9 BY ATTORNEY LEE:

10 Q. Can you tell us what your position is with PECO?

11 A. Senior hydro field foreman and field operations
12 for hydro investigations.

13 Q. And how long have you worked for the company?

14 A. Thirty-four (34) years.

15 Q. And as a part of your position as a hydro foreman
16 do you have a team of technicians working for you?

17 A. I have eight technicians that cover the entire
18 service territory for PECO.

19 Q. And what do these technicians do?

20 A. Maintenance in properties, investigate high bill
21 inquiries for customers calling in, meter mix up
22 issues, foreign wire issues, billing issues and rate
23 changing issues.

24 Q. When your technicians go to the premises do they
25 complete any type of a report?

1 A. Yes, they do. They complete a high bill ---
2 residential high bill investigation report.

3 Q. And so I'm referring now to PECO Exhibit Two.
4 (PECO Exhibit Two marked for
5 identification.)

6 BY ATTORNEY LEE:

7 Q. Is this the type of report that your technicians
8 fill out?

9 A. Yes, they do.

10 Q. And do you review these reports?

11 A. Yes, I do. I review them daily, weekly and
12 monthly.

13 Q. And do you perform any audit of the report?

14 A. Yes, I do, monthly.

15 Q. Now, this report is for what?

16 A. This is an investigation for foreign wiring for a
17 Ms. Green, Margareta Green.

18 Q. And who performed the investigation?

19 A. Mr. Roberto Alicea, one of my field technicians
20 on May the 8th, 2013.

21 Q. Now, during this investigation foreign wire was
22 found; is that correct?

23 A. That is correct.

24 Q. Now, there's a note in the conditioned report.
25 When foreign wiring is found at a premises, do your

1 technicians normally explain the foreign wiring policy
2 to the customers?

3 A. Yes, they do. They explain what will be done,
4 when it'll be done and --- or orally explain that to
5 them.

6 Q. All right. So what is your understanding of the
7 foreign wiring? What do you have to do with your
8 technicians as a result of foreign wiring?

9 A. Our technicians they vacate (phonetic) the
10 property. They determine or they try to determine if
11 there is any load on a customer's meter that does not
12 belong on their meter. In this case we did find an
13 outlet on the first floor and we found some basement
14 lights on the customer's second floor meter that
15 actually belonged to the first floor customers.

16 Q. All right. So once the foreign wiring was found
17 what do you do?

18 A. We inform the customer that we're going to change
19 the service out of their name as of that day, place it
20 into the landlord's name as of that day and move any
21 money that is on their account, that's attributed to
22 that address, to the owner's new account that we
23 established.

24 Q. And was this policy explained to Ms. Green by the
25 technician?

1 A. Yes, it was.

2 Q. And how do you know that?

3 A. It's noted here, explained --- on the backside of
4 Exhibit Two, bottom half here it said, explained
5 foreign wiring policy, transfer of billing and balance
6 to the landlord until separated. And separated means
7 that the landlord would have to remove the foreign
8 wiring from their --- from Ms. Green's account and
9 place it onto the first floor tenant's account where
10 it belonged.

11 Q. All right. Now, do your technicians follow up in
12 any way with any type of corresponding?

13 A. Yes, we do. We check out our back office where
14 the field technician sends out a foreign wiring letter
15 to the customer. That was Exhibit Three.

16 (PECO Exhibit Three marked for
17 identification.)

18 A. It was performed on May the 14th. We created a
19 foreign wiring letter that was mailed to 1907 East
20 Venango Street, Second Floor to a --- in regarding
21 that copy.

22 BY ATTORNEY LEE:

23 Q. All right. So this letter is made out to a Troy
24 Grant?

25 A. That's correct. That, I believe, is the owner of

1 the property we found on property records. It was
2 mailed to 601 West Wingohocking Street in
3 Philadelphia.

4 Q. And what did that letter advise Mr. Grant?

5 A. We told Mr. Grant that on 5/18 --- 5/8, I'm
6 sorry, of 2013 a PECO field technician visited his
7 property and his condition is on 1907 East Venango, in
8 response to a complaint by the technician found an
9 outlet from the first floor connected to the second
10 floor. This was known as foreign wiring and advised
11 him to have an electrician check for any additional
12 foreign wiring that may be protected and what's not
13 protected at the time of the field visit.

14 So we let that landlord know, or the owner, that
15 we found something that we knew was definite and if
16 there's anything else at the property, he needs to
17 have an electrician go through all of the wiring to
18 make sure that it's separated.

19 Q. Did the letter discuss the balance, what was
20 going to be done with the --- paying for the
21 customer's balance?

22 A. Yes, it does. It lets them know that the service
23 was going to be transferred into their name effective
24 immediately. And if any of the current balance was
25 attributed to the foreign wiring found, the entire

1 balance will be transferred into his name as well.

2 Q. All right. So was that done in this case?

3 A. Yes, it was. The \$988 and change would have
4 transferred to Mr. Grant's account, new account.

5 Q. All right. So why is it that the \$988.35 was
6 transferred?

7 A. That is the account of use --- or the amount of
8 use --- the additional \$300 is finance charges and
9 late charges and we do not hold the owner responsible
10 because he did not have knowledge of paying it, so he
11 would not be charged the late charges. PECO waives
12 the late charges.

13 Q. All right. So why didn't PECO take the balance
14 back to 2009 and transfer it to the landlord?

15 A. First of all, it's not company and Public Utility
16 Commission policy for us to go back. We take any
17 balance or create the account at the time that we're
18 notified of the field visit and when we find it. And
19 second of all, for us to determine how much usage were
20 actually on that prior to us finding it would be
21 virtually impossible and we're not required to
22 estimate the usage of any foreign load at the
23 property.

24 ATTORNEY LEE:

25 Thank you. That's all the questions I

1 have.

2 JUDGE:

3 Ms. Green, do you have any questions for
4 Mr. Lerro?

5 MS. GREEN:

6 NO, I don't believe ---.

7 JUDGE:

8 I'm sorry?

9 MS. GREEN:

10 No, I don't.

11 JUDGE:

12 Okay. Thank you for your testimony, Mr.
13 Lerro. Will you be presenting any additional evidence
14 here today, Attorney Lee?

15 ATTORNEY LEE:

16 No, Your Honor.

17 JUDGE:

18 Are you going to be offering your
19 exhibits?

20 ATTORNEY LEE:

21 Yes, I would offer PECO Exhibit One
22 through Seven into the record.

23 JUDGE:

24 Ms. Green, is there any objection to the
25 admissibility here today of what have been previously

1 marked as PECO Exhibit --- PECO Energy Exhibit One
2 through and including Seven into the record?

3 MS. GREEN:

4 Let me see. No, I have no objection.

5 JUDGE:

6 Okay. The exhibits PECO Energy Exhibit
7 One through and including PECO Energy Exhibit Seven
8 are admitted. Anything else, Counsel?

9 ATTORNEY LEE:

10 No, Your Honor.

11 JUDGE:

12 Okay. I'll give each side a chance to
13 summarize their position. You will go first, Attorney
14 Lee.

15 ATTORNEY LEE:

16 Your Honor, PECO Energy was notified by
17 Ms. Green in April of 2013 when she suspected there
18 was a foreign wiring condition at her premises. PECO
19 at that point scheduled a hydro field visit to take
20 place, which occurred on 8/8/2013 and identified
21 foreign wiring. Per the policy at Section 1529.1(b)
22 PECO took the service out of Ms. Green's name and
23 placed the service into the property owner's name,
24 Troy Grant. The service still remained in Mr. Grant's
25 name because the foreign wiring had not been

1 corrected. So the company followed the regulation in
2 that regard.

3 In addition, per Section 1529.1(b) the
4 company also took the balance that was on Ms. Green's
5 account and transferred the usage charge on her
6 account at the time the foreign wiring was identified,
7 into Mr. Grant's name. So the company did not hold
8 her responsible for the charges that were on her
9 account at that time. In addition there were \$301.26
10 for the late payment charges that were also credited
11 to Ms. Green's account, off of her account, that she
12 was not responsible for that had been incurred on the
13 \$988.35 balance.

14 In effect, Ms. Green had a zero dollar
15 balance and still does to this day arriving from the
16 foreign wire that was identified. Ms. Green would
17 have you believe that --- in her complaint she would
18 have you believe that she experienced foreign wiring
19 since back in 2009, that PECO should have somehow
20 identified back in 2009, which she never contacted the
21 company. Called her landlord and told him about it,
22 but the company didn't know about it. The policy is
23 that the company --- when they are notified of the
24 condition, the company is to go out to the premises
25 and investigate. That is what the company did here,

1 but that was in April 2013.

2 So the foreign wiring was identified
3 promptly, the account balance was isolated and moved
4 to the property owner's account pursuant to the
5 regulation and the account was transferred to the
6 property owner promptly. But Ms. Green was the one
7 who will have you believe that somehow she is entitled
8 to a credit for back in 2009 when the company never
9 --- was never informed of the foreign wiring. The
10 company never went out there to identify foreign
11 wiring and she wants to be credited for all the bills
12 that she paid since 2009. That simply is not the law,
13 Your Honor. And it's very clearly enumerated in
14 Section 1529.1(b) as well as the current presiding
15 case law on the foreign wiring.

16 Ms. Green would argue that the \$988.35
17 adjustment that went over --- was transferred over to
18 the property owner's account should be a credit to her
19 account, that she should be paid, that PECO should cut
20 a check for this and give it to her. But the \$988.35
21 balance is unpaid charges. It was never paid. How
22 can you be refunded for something that you've never
23 paid out in the first place? PECO Energy's position
24 is that they properly followed Section 1529.1(b) and
25 followed the law and this formal complaint should be

1 dismissed accordingly.

2 JUDGE:

3 Okay. Ms. Green, do you care to make a
4 final summary statement?

5 MS. GREEN:

6 Yes, Your Honor.

7 JUDGE:

8 Go ahead.

9 MS. GREEN:

10 Your Honor, first of all, Attorney Lee
11 has misrepresented the fact that I am asking for
12 \$2,000 and that's not the case. It was explained to
13 me on May the 8th that --- okay. First of all, in
14 March I paid the thousand dollars on my electric bill
15 because I did always have a high bill. Then in April
16 I paid \$163 on my bill, so two days later when they
17 find a faulty wiring that's when the field
18 representative told me that I should be refunded some
19 of my money back. I wasn't asking them for a refund
20 from 2009.

21 I lived in the property, I use the
22 electric. I know I have to pay for it, but I
23 shouldn't have to pay for someone else's and I simply
24 asked PECO to give me a refund back of the \$1,163 that
25 I paid them prior two months --- that's two months

1 prior to me to identify the faulty wiring. Well, they
2 told me that there was a refund of \$900. They didn't
3 say \$988, but they put the \$900 toward my final bill
4 so that my bill would be zero balance.

5 My question to them was, if the money
6 was owed to me, why would you put it towards a bill
7 that you'll send to the landlord that the landlord was
8 responsible for in the beginning? I have no question
9 about the faulty wiring. I knew it was going on. I'm
10 not asking for money back for 2009. I'm simply asking
11 them for some of the refund of the \$1,163 that I paid
12 them two weeks prior to them finding the faulty ---
13 two months prior to them finding the faulty wiring.

14 JUDGE:

15 Okay. I think I understand both
16 parties' positions. A transcript of today's hearing
17 will be prepared. After that it's filed with the
18 Secretary Bureau and received by me. I will issue an
19 interim order closing the record barring any
20 unforeseen activity of this case. And after the
21 record is closed I will prepare an additional decision
22 that will be mailed to the parties along with a letter
23 explaining what you need to do in the event you
24 disagree with my decision. And again, I understand
25 both parties' positions. The records consist of the

1 testimony of the Complainant and two witnesses for the
2 Respondent. The record also includes PECO Energy
3 Exhibits One through and including Seven. At this
4 time we are adjourned. I'd like to thank you all for
5 participating in today's hearing. The time is 11:28.
6 Have a good day.

7 ATTORNEY LEE:

8 Thank you.

9 MS. GREEN:

10 Thank you. You have a good day, too,
11 Your Honor.

12 JUDGE:

13 All right.

14
15 * * * * *

16 HEARING CONCLUDED AT 11:28 A.M.

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CERTIFICATE

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I hereby certify, as the stenographic reporter,
that the foregoing proceedings were taken
stenographically by me, and thereafter reduced to
typewriting by me or under my direction; and that this
transcript is a true and accurate record to the best
of my ability.

Barbara J. Jones
Court Reporter

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