



MScottopa@hotmail.com. As per 52 Code Pa.5.533 my exceptions will deal with conclusions of law which begins on page 15 of the initial decision in this matter.

### The Faulty Meter Reading and Previous Billing

1) The PUC Code provides that a party seeking relief has the burden of proof. 66PaC.S. 332(a). In this case, the utility did not rebut the evidence in the sense that they provided circumstantial evidence based upon usage. First and foremost, the utility provided evidence clearly contrary to PUC code in its submission of a word document instead of a PDF to show the meter's accuracy. According to Subchapter D of documentary filings 1.32 filing specifications (b) Electronic filings (2) requirements (iii) "BE in PDF format..."etc. Also said document provided no actual testing data (just a vague boilerplate reading), nor described the method by which it was tested and the evidence of the accuracy of the device used to test the meter, nor any information about the party who allegedly performed the testing in order to properly depose the person. Again said document as a WORD DOC. should not have been accepted for any form of evidence. Just taking their word for it does not seem to follow court procedure or any form of fairness to the Complainant. Furthermore the utility made no disclosure whatsoever about when the meter had been checked. This leaves

the possibility of a meter making consistent incorrect readings over an extended period of time and this was not rebutted by the utility either. Again, the complainant reiterates that the circumstantial evidence provided makes no proof of actual charges. Again, even if a space heater is used, if a meter is faulty in its reading, it remains a faulty reading. Furthermore on page 9 of the initial decision, the numbers used have enough statistical variation to therefore argue against consistency. Before the hearing the meter was quietly removed from the complainant's property and was apparently disposed of, thus leading to a charge of spoliation of evidence by the utility.

2) Paragraph 9 on page 17 of the conclusions states that the public utility shall furnish and maintain adequate, efficient...etc. according to 66pa.C.S. 1501. This was also not adhered to by the utility since in their testimony they made no statement nor provided any evidence as to the dates of testing of this meter in question. This is despite the fact that the complainant's assertion of a faulty meter reading device has been well documented over an extended period of time (for at least a year). Thus the utility failed to follow PUC code. The aforementioned act of negligence by the utility was not taken into account by the commission. Therefore the negligence shown as well as lack of acceptable evidence and in fact, spoliation of evidence is enough to show that the complainant is correct in

his assertions. The complainant maintains and reiterates that his previous utility charges are incorrect and seeks relief from them.

### The Payment Arrangements

3) The complainant takes exception also to the payment arrangements that have been made by the commission. On page 6, it specifically states that the complainant seeks, "2) a payment agreement and to be re-enrolled in the utility's low-income customer assistance program". On page 12, of the initial decision, it describes the On Track program. The Complainant is indeed enrolled in the On Track program at the time of this decision. Both the respondent and the complainant strongly indicated that they would be amenable to having the complainant remaining on the On Track program. On page 11 the ALJ does indicate and accept the complainant's financial situation and recognizes the fact that the complainant falls at the 69% level of the poverty level. To delete the complainant from the On Track program would constitute cruel punishment and go against the policy statement specifically made by the PUC when it established guidelines for customer assistance programs. Indeed nowhere in this hearing was the complainant made aware of the fact that he stood to be taken off the On Track program while fighting for his rights as a citizen within the Commonwealth of

Pennsylvania. Again the complainant reiterates his plea to remain on the On Track program as agreed to by the respondent as well as the complainant. Indeed the PUC itself adopted a policy statement that established guidelines for all Customer Assistance Programs in the Commonwealth of Pennsylvania. It should be added that the complainant is enrolled in the program and in good standing. There is no reason for the ALJ to remove the complainant from the program.

#### The Transcript

4) The complainant takes exception to the fact that the transcript was misread and misrepresented certain factual evidence which includes the fact that on page 12 it states that, "Mr Scotto's benefit allotment was reduced from \$2160 to \$850 for the winter heating season". To the best of my knowledge and ability said statement on this initial decision is a misrepresentation. It was always at \$850 to the best of my knowledge and ability. I have the letters from the utility advising me from early on how much benefit I had left. Also to the best of my knowledge and ability, the complainant has sought relief from the entirety of the bill that was gauged in measurement of usage by the faulty electric utility meter. It was not a "reduction" as stated on page 6. Therefore the

transcript needs to be verified by those whom it quotes before being used to make any decisions whatsoever.

#### The Shut Off Permissions

5) That on page 18 item 6 the complainant takes exception to the fact that the ALJ allows the utility to shut off his electricity at any time if his bill is unpaid. The complainant asserts that he has central heating in his house during the winter and that the furnace uses electricity to circulate the gas heat throughout the house. To the best of my knowledge and ability, the utility did not seek permission to turn off my electricity. To turn off the electricity also does not allow the house to heat and therefore during the winter months provides a dangerous and life threatening situation to the complainant. It is also my understanding that during the winter months the utility is not allowed to shut off a utility in said situations if it leaves the occupant with no recourse to heating. Specifically from December 1 through March 31 there is no termination of utility service between those protection dates for customers at or below 250% of the Federal poverty level. Again the utility did not seek this permission nor according to regulation can it be granted during aforementioned protection dates. Therefore the complainant begs this honorable court to review the exceptions herein listed and to reconsider said initial

decision based upon the facts and all pleadings listed. Thus granting the complainant a more favorable outcome based upon his exceptions.

Dated this 19<sup>th</sup> day of December, 2014

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