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November 18, 2015

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

RE: Beth Trivelpiece v. PECO Energy Company
Docket No. C-2015-2462644

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is ***Exceptions of PECO Energy Company*** with regard to the matter referenced above.

Very truly yours,

Ward L. Smith
Counsel for PECO Energy Company

WS/ab
Enclosure

cc: Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Beth Trivelpiece, **Complainant**	:	
v.	:	**Docket No. C-2015-2462644**
PECO Energy Company, **Respondent**	:	

Exceptions of PECO Energy Company

I. Introduction

The Complainant in this proceeding, Beth Trivelpiece, has accumulated an account balance of over $16,000 for residential utility service.[1] This balance accumulated over many years and at many addresses. Although all high-balance cases tend to have complex backstories, the salient feature with Ms. Trivelpiece is that she repeatedly accumulated a balance at one address and then moved without paying it. During the period covered by this proceeding, Ms. Trivelpiece defaulted on at least two payment agreemements and had service in her name at five different addresses.

When Ms. Trivelpiece would move without paying and then later seek to initiate service – sometimes immediately, and sometimes years later – PECO would require that she take responsibility for her prior arrearages as a condition to obtaining (or retaining) utility service. This was sometimes accomplished by balance transfers to the account, and sometimes by requiring Ms. Trivelpiece to enter into a payment agreement for those amounts. Prior to the service application that is the subject of this

[1] At the time Ms. Trivelpiece began recieving service at the subject address, the accumulated balance was $12,121.35. Tr. 35. By the time of hearing, her accumulated balance was $16,128.37. Tr. 71.

proceeding, the last time that Ms. Trivelpiece entered into a payment agreement was on May 26, 2010, PECO Ex. 9, and she last received service from PECO in her own name on July 30, 2010. Tr. 70.

In November 2013, Ms. Trivelpiece again applied for service and PECO again required, as a condition of providing service in 2013, that Ms. Trivelpiece accept responsibility for the final balance from her July 2010 cessation of service. Tr. 75.

The *Trivelpiece* Initial Decision ("I.D.")[2] holds that PECO is required to remove from Ms. Trivelpiece's bill all charges for service that was provided to her more than four years prior to her November 2013 application for service. Indeed, the I.D. holds that, when PECO required Ms. Trivelpiece to be responsible for her prior service bills, that requirement constituted unreasonable utility service, and that PECO should be fined for doing so.

On November 5, 2015 – seven days after the *Trivelpiece* I.D. was issued – the Commission issued its Opinion and Order in *Daniel Vermeychuck v. PECO Energy Company*, Docket No. C-2013-2388323 (Opinion and Order entered Nov. 5, 2013). In the *Vermeychuck* case, as in the instant proceeding, PECO transferred balances that accumulated over many years at many addresses to the customer's current account. In *Vermeychuck,* as in the instant proceeding, a great deal of those balances accumulated more than four years prior to the transfer. (In *Vermeychuck*, the balances had accumulated since at least 2002 and, at one address, arguably much longer ago than that.) In *Vermeychuck*, the Commission held that Mr. Vermeychuck is responsible for the transferred balances.

As set forth below, PECO respectfully submits that the *Trivelpiece* I.D. is inconsistent with the *Vermeychuck* Opinion and Order. PECO therefore respectfully suggests that the Commission should overturn the holdings in the *Trivelpiece* I.D. related to PECO's balance transfers, including the subsidiary holdings related to the presentation of prior address information on its Service Denial Notice.

[2] The presiding officer was Administrative Law Judge Conrad A. Johnson.

The *Trivelpiece* I.D. also finds that PECO provided unreasonable utility service, and should be fined, for three reasons unrelated to PECO's balance transfer practices. PECO also requests that the Commission overturn those portions of the I.D.

The Argument Section of these Exceptions is organized into five sections that largely track the order in which the arguments were presented in the I.D.,[3] as follows:

A. PECO did not delay processing Ms. Trivelpiece's application or connecting her service.

B. Commission case law, including *Vermeychuck*, makes it clear that utilities are not required to remove charges from customer bills merely because the service was provided more than four years previously.

C. PECO's Service Denial Notice is not defective.

D. PECO was not required to perform a high bill investigation at Ms. Trivelpiece's residence in the period December 2013 to June 2014; nor was it required to perform an energy efficiency investigation during that period.

E. PECO did not fail to explain its "reinstate bad debt" charges.

II. Argument

A. PECO did not delay processing Ms. Trivelpiece's application or connecting her service.

The I.D. (pp. 17-21) discusses the events surrounding Ms. Trivelpiece's application for service in the fall of 2013, and concludes that PECO violated the Commission's regulations due to delay in responding to Ms. Trivelpiece's application for service. The I.D. states (p. 21) that:

> I conclude that PECO's 19-day delay [between October 10 and October 29] in responding to Ms. Trivelpiece's application for service and 16-day delay [between November 4 and November 20] in initiating service violated the reasonable service requirement of Section 1501 of the Code, 66 Pa. C.S §1501.

[3] PECO reversed the order of sections (B) and (C) for reasons that will be obvious after reviewing those sections.

Later in the I.D. (p. 34), in the discussion of recommended fines against PECO, this conclusion is the basis for two of the underlying violations upon which the I.D. relies for imposing sanctions:

> In the instant case, the evidence demonstrates Respondent failed to provide reasonable service to Complainant as required by Section 1501 of the Code in the following aspects:
>
> 1. PECO failed to process Complainant's 2013 application for service in a timely manner.
> 2. PECO failed to initiate Complainant's service at Aspen Avenue in a timely manner.

PECO respectfully excepts to these conclusions, and to imposition of any fines based upon them.

As a preliminary matter, PECO notes that the record offered by both parties on this issue is notably but understandably underdeveloped. As for Ms. Trivelpiece, her counsel stated on the record that delay in processing the service was not of part of Ms. Trivelpiece's claim, and that none of her testimony should be understood as addressing that issue.[4] For PECO's part, its counsel noted that the issue of delay in responding to the application "was not brought up in the Complaint, it was not brought up in mediation, it was not brought up in [ ] two calls with [Ms. Trivelpiece's] counsel. So this is the first time that it is being raised." Tr. 84-85. Nonetheless, after a four-minute break to fax documents and prepare for testimony, the evidentiary case on this issue proceeded. Tr. 88. It is thus not surprising that the record evidence offered by the parties on this issue was somewhat limited.[5]

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[4] Attorney Steeves: "Actually, that testimony went to the delay in getting her into the CAP program . . . . but at any rate she wasn't raising the fact that her system was delayed." Tr. at 85.

[5] The I.D., p. 20, recounts the discussion set forth above and concludes: "Based upon the attorneys' colloquy, I concluded that there was no stipulation concerning the issue of establishment of service at Aspen Avenue. Additionally, Attorney Morris questioned her witness on this issue (Tr. 89-92). Accordingly, this issue is addressed next." This conclusion does not address the point that PECO makes in text above – that is, this issue emerged during hearing with no opportunity to review or prepare, and the record is therefore incomplete and should not form the basis of a finding of unreasonable utility service or the imposition of fines. The fact that the parties did not reach a stipulation to exclude the issue in no way means that the record on this "emergent-at-hearing" issue was fully developed.

To address this limitation, PECO reviewed public documents on file with the Commission to obtain a broader context on this issue. As discussed below, PECO's review makes it clear that Ms. Trivelpiece did not contact PECO to apply for service until October 29, and that PECO provided her with both a verbal and written denial of service that same day; there was thus no "19-day delay [between October 10 and October 29]." Further, Ms. Trivelpiece did not complete her service application until November 18, and a PECO field technician restored service that same day. There was thus no "16-day delay [between November 4 and November 20]."

PECO's contextual review focused on its November 19, 2013 Outbound Full PAR Report in Bureau of Consumer Services ("BCS") Case No. 003173734 ("PECO's PAR Report"). (A copy of PECO's PAR Report is attached to these Exceptions as Exhibit A.)[6] When the record evidence is reviewed within that framework, it is clear that PECO did not engage in the delays discussed in the I.D.

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[6] Not surprisingly given the procedural posture of this issue as described in text, PECO's PAR Report was neither offered nor admitted into evidence in the underlying preceding. However, PECO's PAR Report would have been admissible in the underlying evidentiary hearing either as a "public document" under 52 Pa. Code §5.406 or as a "record of other proceeding" under 52 Pa. Code §5.407.

PECO believes that the record evidence, when viewed in context of the PECO PAR Report, is sufficient to make a finding in PECO's favor, without actually admitting the PECO PAR Report into evidence. However, as the ultimate finder of fact in its evidentiary proceedings, the Commission has authority and obligation to cause additional evidence to be received if necessary for a fair resolution of the case. If the Commission determines that it cannot consider the PECO PAR Report without admitting it into evidence, PECO respectfully requests that the Commission do one or both of the following: (1) take official and judicial notice, pursuant to 52 Pa. §5.408, of the fact that the PECO PAR Report is "a report or other document on file with the Commission," and is therefore admitted pursuant to §5.406; and (2) take official and judicial notice, pursuant to 52 Pa. §5.408, of the fact that the PECO PAR Report is "a portion of the record in another proceeding before the Commission," and is therefore admitted pursuant to §5.407. If the Commission deems it appropriate to instead remand the matter to admit the PECO PAR Report rather than admit it at this juncture, the remand should be for the limited issue of receiving the PECO PAR Report and related testimony as it relates to the conclusion that PECO unreasonably delayed service to Ms. Trivelpiece.

The sequence of events during the October – November application process was as follows (items that are not footnoted are derived from the PECO PAR Report and are provided only as a framework to understand the record evidence):

- October 9-10 – Ms. Trivelpiece signed a lease to reside at 852 Aspen Avenue.[7] At that time, utility service remained on under the name of the prior tenant. Ms. Trivelpiece did not contact PECO to have service placed into her name.

- October 20 – Ms. Trivelpiece "got the keys" to 852 Aspen Avenue.[8]

- October 29 – After proper notice to the prior tenant, who was still customer of record, PECO terminated service to 852 Aspen Avenue for non-payment.

- October 29 – For the first time, Ms. Trivelpiece contacted PECO to request service be put into her name. Ms. Trivelpiece was verbally informed that she had a prior balance of $12,121.35, but that she was eligible for payment terms: Upon payment of $505.06, service would be initiated with the remaining balance placed on a 23-month installment. Ms. Trivelpiece was also informed that she would need to provide a lease and identification to initiate service.[9]

- October 29 – PECO sent Ms. Trivelpiece a written Service Denial Notice. The service denial notice repeated the general statements that were provided to Ms. Trivelpiece verbally; that she had an outstanding balance for prior service of $12,121.35, that she qualified for payment terms, and that she must provide a lease and two forms of identification to initiate service.[10]

- November 4 – Ms. Trivelpiece sent PECO identification and a partial lease,[11] but no payment.[12]

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[7] Ms. Trivelpiece testified that she signed the lease on October 9. Tr. at 28. PECO witness Ms. Renee Tarpley also testified to this fact. Tr. at 90.

[8] Tr. at 27.

[9] Although she did not discuss the date of the call, Ms. Trivelpiece did confirm that she was verbally informed about the need for a $500 upfront payment and for a lease and related documents. Tr. 28.

[10] Finding of Fact 35; Tr. 81, 90, PECO Exhibit 7; Findings of Fact 39-40.

[11] Finding of Fact 43.

[12] Payment was not received until Nov. 18. Tr. 92.

- November 11 – Ms. Trivelpiece's landlord sent a letter confirming the fact and dates of her residence at 852 Aspen.[13] No payment had yet been received.[14]

- November 15 – PECO is notified that payments totaling $505.60 would shortly be sent by Project Outreach and the Salvation Army.

- November 18 – Payments totaling $505.60 are received by PECO.[15] Until this payment was received, Ms. Trivelpiece's application for service was not complete.[16] With payment, however, PECO created a service account for Ms. Trivelpiece with an effective service date of October 10 (the day she signed a lease to take residence at 852 Aspen Avenue).

- November 18 – PECO field technician arrived at property and restored service.

- November 19 – Service outage at 852 Aspen Avenue.[17]

- November 20 – Service is restored at 852 Aspen Avenue.[18]

These facts form the basis of two completely different views of events. The I.D. paints a picture of a customer who contacted PECO on October 10 and had to wait until October 29 to be told that her application for service was not accepted and more documents were needed (the first "delay)"; and who provided all of those documents by November 4, but then had to wait for service until November 20 (the second "delay").

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[13] PECO Exhibit No. 8, Tr. 83 (where the date is referred to as "January 11" but, in context clearly referred to November 11.)

[14] Payment was not received until Nov. 18. Tr. 92.

[15] Testimony of Ms. Tarpley, Tr. at 92. Although Ms. Trivelpiece did not discuss the date of the payment, she did confirm that "[a]n organization paid that money for me." Tr. 28.

[16] Tr. 92. Attorney Morris: "Would the company have established service if the Complainant had not accepted responsibility, made the payment of $505.06, and then agreed to the payment arrangement over 24 months?" Ms. Tarpley: "If they were not accepted we would not process and connect."

[17] Ms. Tarpley testified that service was restored on November 19 after an outage. Tr. 99. Ms. Trivelpiece confirmed that service was restored on November 20. Tr. 28.

[18] Ms. Tarpley testified that service was restored on November 19 after an outage. Tr. 99. Ms. Trivelpiece confirmed that service was restored on November 20. Tr. 28.

However, when the record evidence is read within the framework of PECO's PAR Report, a very different picture emerges. In this scenario, Ms. Trivelpiece – who by this time had accumulated a past due balance of over $12,000, accumulated at many addresses over many years – bought or leased a trailer on October 10, got the keys on October 20, and moved in. Utility service was still on from the prior tenant. Ms. Trivelpiece did not contact PECO to initiate service in her name. On October 29 the lights went out (because service to the prior tenant was terminated for non-payment). Once the lights went out, Ms. Trivelpiece immediately got on the phone to PECO and requested service in her name. That same day, PECO told her verbally and in writing that she owed over $12,000 and must provide documentation and some payment before service would be restored. On November 4 she provided some of the required papers but no payment; on November 11 she provided the rest of the papers but no payment; on November 18 the Salvation Army made payment on her behalf and PECO initiated service that same day. There were no delays in PECO service; to the contrary, PECO responded to the initial application (on October 29) and the finalized application (on November 18) with same-day service.

The record evidence, when read in the light of the PECO PAR Report, clearly supports the second, no-delay, scenario.

PECO has utilized the PECO PAR Report only to provide framework and context for the record evidence. Moreover, the PECO PAR Report resides in the Commission's records as a public record and as a record of other proceeding before the Commission (in which it formed the basis for a decision in PECO's favor). PECO respectfully submits that, given this new perspective on the record evidence, the Commission should render judgment in favor of PECO based on these exceptions.[19]

[19] If the Commission prefers to remand this matter to the Office of Administrative Law Judge to accept the PECO PAR report and related testimony in evidence, the remand should be limited to that purpose. In the Conclusion section of these Exceptions, PECO has provided alternative ordering paragraphs to implement that alternative. *See also*, fn. 6.

B. Commission case law, including *Vermeychuck*, makes it clear that utilities are not required to remove charges from customer bills merely because the service was provided more than four years previously.

The I.D. (pp. 22-27) concludes that PECO violated 52 Pa. Code § 56.35. That section states in relevant part that:

> §56.35 Payment of outstanding balance.
>
> (a) A public utility may require, as a condition of the furnishing of residential service to an applicant, the payment of any outstanding residential account which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly.

Later in the I.D. (p. 34), in the discussion of recommended fines against PECO, this section is the basis for two of the underlying violations upon which the I.D. relies for imposing sanctions:

> In the instant case, the evidence demonstrates Respondent failed to provide reasonable service to Complainant as required by Section 1501 of the Code in the following aspects:
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> 3. PECO improperly included in the Complainant's PAR charges that had accrued more than four ago as a condition of providing service to her.
> 4. PECO improperly included in Complainant's PAR late payment charges based upon charges that accrued more than four years ago.

PECO respectfully excepts to these conclusions, and to imposition of any fines based upon them.

This portion of the dispute relates to the fact that PECO transferred certain past due balances to Ms. Trivelpiece's pending account in October-November 2013, and that the account balances, to some extent, were for service provided to Ms. Trivelpiece prior to October 2009. There is no dispute whether PECO transferred balances for service that was provided prior to October 2009 – it did. The dispute is a legal question of whether doing so is reasonable utility service, or not.

Over the years, Ms. Trivelpiece entered into payment agreements with PECO[20] in which she accepted that she had liability for the accrued balances[21] and, in return for her agreement to pay those

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[20] PECO Exhibit No. 9. Prior to the current dispute, Ms. Trivelpiece most recently entered into a payment agreement with PECO, in the amount of $11,206.25, on May 26, 2010. That agreement was

balances over time, PECO agreed to allow her to continue to receive utility service notwithstanding her large accumulated balances. In PECO's view, when Ms. Trivelpiece accepted liability for account balances accrued at Address 1 as a condition of continuing to receive service at Address 1, or as a condition of receiving service at Address 2, those balances "accrued" on the new account as of the date of the payment agreement. Further, for each month that Ms. Trivelpiece took service in reliance upon a payment agreement, the entire outstanding balance of the payment agreement account accrued to that account in each such month because service in that month was dependent upon Ms. Trivelpiece keeping the terms of the payment agreement, including her continued acceptance of her obligation to pay the full amount covered by the payment agreement. These factors lead to the conclusion that, as long as the final balance from an address is transferred to a new address within four years, the requirements of 52 Pa. Code §56.35 are satisfied. *See* I.D., p. 24.

Although the I.D. does not affirmatively state a definition of the word "accrued," in rejecting PECO's argument it seems to imply (p. 24) that balances accrue on the date (or month) in which service was originally rendered and billed, and no later:

> PECO argues that each of Ms. Trivelpiece's final balances was transferred from her old address to a new address within four years. Herein lies PECO's misapprehension of Section 56.35. The date of transfer is not the determining factor. The operative word in the regulation is "accrued."

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not kept and Ms. Trivelpiece moved from the residence at which she entered into that agreement. Three years and six months later, when Ms. Trivelpiece applied for service at 852 Aspen Avenue, PECO transferred the past due balance (and additional late fees that had accrued in the interim) to the Aspen Avenue account and required that Ms. Trivelpiece make a partial payment of this amount, and enter into a new payment agreement for the remainder, as a condition of providing service at that address.

[21] The statutory definition of "payment agreement," found at 66 Pa. C.S. §1403, is: "An agreement whereby *a customer who admits liability for billed service* is permitted to amortize or pay the unpaid balance of an account in one or more payments." (emphasis added). That is, the act of entering into a payment agreement is, by statute, an admission of liability for the amount covered by that payment agreement. The I.D. reached a similar conclusion (p. 23): "Essentially, Ms. Trivelpiece received the benefits of the November 13, PAR when service was turned on. Accordingly, I find there was a tacit acceptance of the PAR on her part."

When the balance "accrued" is the determining factor for the transfer. PECO was prohibited from including in the transfer those balances that accrued prior to November 20, 2009.

PECO respectfully submits that this is not the law, and has not been the law for many years. The Commission's decision in *Vermeychuck* is but the latest in a long line of Commission cases that disposes of this issue in PECO's favor.[22] In the *Vermeychuck* case, as in the instant proceeding, PECO transferred balances that accumulated over many years at many addresses to the customer's current account. In *Vermeychuck,* as in the instant proceeding, a great deal of those balances accumulated more than four years prior to the transfer. (In *Vermeychuck*, the balances had accumulated since at least 2002 and, at one address, arguably much longer ago than that.) In *Vermeychuck*, the Commission held that Mr. Vermeychuck is responsible for the older transferred balances.[23] When that holding is applied to Ms. Trivelpiece's situation, it is clear that she is still responsible for the cumulative transfer balances over the

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[22] The *Vermeychuck* Order and Opinion does not stand in isolation. There are numerous other recent cases in which the Commission required customers to pay bills that were for service rendered more than four years prior. For example, in *Tamara Briggs v. PECO*, Docket No. C-2013-2381883 (Initial Decision entered March 21, 2014), Administrative Law Judge Angela T. Jones held that Ms. Briggs was responsible for her full accumulated balance of $15,332.08, even though that balance had accumulated at many addresses over many years, including transfer balances for service rendered as long ago as 2005. *See* Initial Decision, Findings of Fact 6, 7, and 18-20. *See also, Sinoe Naji v. PECO*, Docket No. C-2014-2417914 (Initial Decision issued June 30, 2015, Findings of Fact 5, 6, and 19), in which Administrative Law Judge Cynthia Williams Fordham held that Ms. Naji was responsible for balances that were based on service as far back as 2008 and later transferred to her current account; *Pamela McDuffie v. PECO*, Docket No. F-2015-2463651 (Initial Decision entered August 19, 2015, Findings of Fact 10, 20, 25 and 31), in which ALJ Fordham allowed PECO, in July 2013, to transfer the unpaid residual of over $5,000 of balances that had accumulated prior to July 2009.

[23] *Vermeychuck* also held that, three years after a balance transfer occurs, the customer loses the right to challenge that balance transfer. *Vermeychuck* at 16. PECO made that same argument *in limine* in the Trivelpiece hearing. *See* I.D. at 16-17. Since the Commission ruled favorably on that argument in *Vermeychuck*, PECO respectfully submits that on May 26, 2013, the statute of limitations ran on Ms. Trivelpiece's ability to challenge the May 26, 2010 balance transfer. *See* PECO Exhibit 9.

years (which were most recently the subject of a payment agreement on May 26, 2010, or less than four years before PECO transferred those balances. PECO Exhibit 9).[24]

The I.D. (pp. 24-25) exclusively relies upon the late 1990's case of *Michelle Mangel v. Duquesne Light Company*, C-00970563 (Opinion and Order entered September 18, 1998) for its contrary view on this issue.

PECO respectfully submits that the Commission should not rely upon *Mangel* for guidance in this situation. All the events in *Mangel* occurred prior to the 2004 passage of the Responsible Utility Customer Protection Act, 66 Pa. C.S. §1401 et seq. ("Chapter 14"). As the I.D. notes, *Mangel* arose under 52 Pa. C.S. §56.35 – but at that time the language of 52 Pa. C.S. §56.35 was quite different than it is today. In 1998, §56.35 included a provision that allowed the Commission to evaluate a customer's "ability to pay" and, if the Commission concluded that the customer did not have an ability to pay, to adjust the outstanding arrearage accordingly.[25] And that is precisely the provision that the Commission used in *Mangel*. The Commission's brief to the Commonwealth Court in *Mangel* [26] succinctly posed the issue as follows: "What is at dispute is the Commission's decision to remove the account balance from the arrearage computation. This determination was a proper exercise of the Commission's discretion in

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[24] The Commission's policy in this respect is similar to the "acknowledgement doctrine" in civil law, in which the promise to pay a debt acts to toll a statute of limitations on that date, allowing a collection action to continue beyond the initial statutory period. See, for example, *Huntingdon Finance Corp. v. Newtown Artesian Water Co.*, 442 Pa.Super. 406, 659 A.2d 1052 (1995).

[25] The relevant language from the pre-Chapter 14 version of 52 Pa. C.S. §56.35 stated that the amortization of outstanding balances was to be determined taking into consideration "the size of the unpaid balance, *the ability of the applicant to pay*, the payment history of the applicant, and the length of time over which the bill accumulated." (emphasis added). The Commission removed this language from its regulations in its Chapter 14 rulemaking. *See Rulemaking to Amend the Provisions of 52 Pa. Code, Chapter 56 to Comply with the Provisions of 66 Pa. C.S., Chapter 14*, Docket No. L-00060182, Revised Final Rulemaking Order, Revised Final Annex A, p. 21 (June 9, 2011).

[26] The Commission's brief is available on Westlaw at 1999 WL 33939257 (Pa. Cmwlth.) (Appellate Brief).

deciding Ms. Mangel's *ability to pay* her utility bill to the Petitioner." (emphasis added). But the Commission's regulations no longer contain the language that was utilized in *Mangel* and it therefore is not persuasive guidance.

Indeed, one of the primary effects of Chapter 14 was to provide "strict guidelines that the Commission must follow in handling customer complaints." *See Deborah Budd v. PECO*, Docket No. F-2012-2335740 (Initial Decision issued August 2, 2013, p. 2) (ALJ Christopher P. Pell presiding). It is difficult to see how a case that precedes that statute could provide guidance on how to operate under that later statute.[27]

It is also worth a brief examination of Ms. Mangel's subsequent history with the Commission. The Commonwealth Court's Memorandum Opinion in *Mangel*, which confirmed that the balance transfer could not occur in the pre-Chapter 14 era, was issued on July 14, 1999. By 2001, Ms. Mangel was back before the Commission *with a new accumulated balance of $10,804.40. See Michelle Mangel v Duqesne*, Docket No. C-20015692, Initial Decision Finding of Fact No. 17 (November 6, 2001). The Commission, noting that Ms. Mangel "is no stranger to this Commission," found that she was responsible for the entire new arrearage.

Given this history, PECO respectfully suggests that the *Mangel* case should not be understood as providing positive guidance on how the Commission should approach transfer balances in 2015, under a

[27] Chapter 14 also provided the Commission with the statutory authority to order utilities to enter into five-year payment agreements. 66 Pa. C.S §1405(b)(1). If *Mangel* and the I.D. are applied to that statutory regime, it leads to the somewhat ludicrous outcome that the Commission could order a utility to enter into a five-year payment agreement – but once four years elapsed, the utility would lose the ability to have that payment agreement "follow" a customer to a new address. In other words, a customer would be able to escape a valid payment agreement by moving.

Chapter 14 regime. Rather, *Mangel* is best read as a cautionary tale of the kinds of events that led to the passage of Chapter 14.[28]

Finally, PECO respectfully submits that the approach suggested in the I.D. would be bad policy. Put bluntly, the I.D. would allow Ms. Trivelpiece to escape payment of approximately $12,000 in utility charges for service that she used, for which she previously agreed she had liability, for which the period for her to challenge her responsibility for the charges has statutorily expired, and which were transferred to her account within four years of her last service (and, indeed, within four years of her last payment agreement). She would receive this largesse simply because, for a period of years, she moved to an address where she was not the customer of record. And the charges for that service would be passed on to PECO's other customers as part of its uncollectible expense. The Commission should not support such an outcome.

For the reasons stated above, PECO requests that the Commission conclude that PECO did not provide unreasonable utility service when it transferred Ms. Trivelpiece's prior balances to her account, and require as a condition of service that she make partial payment of those amounts and enter into a payment agreement for the remainder.

C. PECO's Service Denial Notice is not defective.

The I.D. (p. 22) concludes that PECO's Service Denial Notice is defective.[29] The I.D. states (p. 22) that:

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[28] The I.D. also posits (pp. 25-26) that the Commission's holding in *Deborah Brown v. PECO*, C-2009-2097007 (January 29, 2010) does not control in the instant proceeding because, since PECO did not transfer balances prior to initiation of service in that case, it did not directly address §56.35. While the Commission clearly reserved that issue in *Brown*, PECO respectfully submits that the overarching lesson of *Brown* is that it is legal for a utility to transfer balances that are aged more than four years. In *Brown*, PECO transferred balances in 2008 to Ms. Brown's new account that were related to service as far back as 2000, or over eight years previously – and the Commission ruled that it was legal for PECO to do so.

> [T]he October 29, 2013 Service Denial Notice is defective. (PECO's Exhibit 7.) . . . . The notice is defective because the $12,121.35 balance did not accrue at 2nd Avenue in less than two years as suggested by the notice. Rather, the $12,121.35 is a compilation of balance transfers from multiple addresses. . . . While PECO's standard form provides for the listing of multiple addresses, account numbers, balance amounts and service dates, PECO failed to detail these items, i.e., the various addresses and final balances, in the denial notice to Ms. Trivelpiece, whereby she could have challenged the balances as beyond the four-year limitations period. Thus, I must conclude that PECO violated Section 56.36(1) of the regulations and in so doing violated the reasonable service provisions of Section 1501 of the Code.

The I.D. (p. 34) does not specifically reference this violation as a basis for imposing sanctions, but might be interpreted as including this claim in recommended sanctions 3 and 4, which were discussed in the previous section.

PECO respectfully excepts to these conclusions, and to imposition of any fines based upon them.

PECO's analysis of this issue was largely laid out in Section 2(B) of these Exceptions. Simply, the I.D. is not correct in its conclusion that balances more than four years old must necessarily be removed from PECO's bills and related documents, such as the Service Denial Notice. Moreover, because the accumulated balance re-accrues each month in which the customer takes service under a payment agreement, and since Ms. Trivelpiece's service at that address was subject to the May 26, 2010 payment arrangement, the Service Denial Notice was correct that the account balance was for service that had accrued at the 2nd Avenue address.

PECO also notes that there is no danger that Ms. Trivelpiece did not know or was unable to challenge the four-year limitation period for transferred balances. As detailed in Section 2(E) of these Exceptions, Ms. Trivelpiece was aware over time that the final balances from her various accounts were being transferred and were thus following her from address to address. The statement on the Service

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[29] This Section of the I.D. also contains a conclusion that PECO's provided unreasonable utility service because it did not provide a Service Denial Notice within three days of the application for service. This conclusion should be rejected for the reasons set forth in Section 2(A) of these Exceptions.

Denial Request that the balance had been transferred from the 2nd Street account hid nothing from her about the genesis or nature of those balances.

For the reasons stated above, PECO requests that the Commission conclude that PECO's Service Denial Notice is not defective, and that PECO has not provided unreasonable utility service by using that notice.

D. PECO was not required to perform a high bill investigation at Ms. Trivelpiece's residence in the period December 2013 to June 2014; nor was it required to perform an energy efficiency investigation during that period.

The I.D. (pp. 28-29) discusses Ms. Trivelpiece's calls to PECO between December 2013 (shortly after her service was initiated) and June 2014 (when PECO conducted a LIURP audit[30] at her home), and concludes that PECO violated the Commission's regulations because it did not conduct a high bill investigation during that period. The I.D. states (pp. 28-29) that:

> Ms. Trivelpiece began calling PECO in December 2013 as to why her bill was so high, this included questions about her usage and the billing charges. Ms. Trivelpiece's electric bill was consistently high for a small, two-bedroom, mobile home with one adult and two minors. Although Ms. Trivelpiece repeatedly called about her high bill, PECO took no action to investigate her concerns. PECO did not perform a meter test or conduct a consumption investigation. Ms. Trivelpiece's electric bill came down significantly when an unidentified person performed an energy efficiency check and made adjustments to her fixtures during the summer of 2014.
>
> *****
>
> Had PECO investigated Ms. Trivelpiece's concern about her usage in December 2013, she may have been able to reduce her usage earlier than September 2014. However, PECO failed to conduct an investigation. Accordingly a conclusion is required that PECO failed to comply with this regulation. 52 Pa. Code §56.151.

Later in the I.D. (p. 34), in the discussion of recommended fines against PECO, this conclusion is the basis for one of the underlying violations upon which the I.D. relies for imposing sanctions:

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[30] "LIURP" refers to the Low-Income Usage Reduction Program, in which PECO conducts energy efficiency audits for a targeted group of low-income customers who have demonstrated high usage. PECO's witness incorrectly referred to this program as the "LIHEAP" program. Tr. 105. "LIHEAP," or Low-Income Heating Assistance Program, is a government grant program that provides funds to help certain low-income customers pay their utility bills.

In the instant case, the evidence demonstrates Respondent failed to provide reasonable service to Complainant as required by Section 1501 of the Code in the following aspects:

5. PECO failed to conduct a full investigation of Complainant's high usage dispute.

PECO respectfully excepts to these conclusions, and to imposition of any fines based upon them.

At the outset, it should be noted that the record development on this issue was quite similar to the record development discussed in Section II(A) of these Exceptions. No high bill or usage issue was raised in the complaint,[31] mediation, or subsequent discussions with Ms. Trivelpiece's counsel. Tr. 30, 31. PECO did not conduct trial preparation of the issue. Tr. 31. When Ms. Trivelpiece's counsel was asked whether she was amending the complaint to include a high bill component, her answer was ambiguous at best.[32] It is thus not even clear that the parties intended to be litigating this issue.

Given that, it is perhaps not surprising that Ms. Trivelpiece never actually testified that she called PECO and complained about high usage.[33] Ms. Trivelpiece did testify that she had called PECO

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[31] The complaint states: "I would like for them (PECO) to show me what the actual bill is from [redacted] with a month to month amounts because looking at the paper (bill) they send to me each month my understanding of it is most of the money they are saying I owe is late fees. I've called over and over with my counselor present to try to get the PECO to explain it to me and no one seems to be able to. If I look at the bill the amount from the previous bill is [redacted] and they are saying I owe [redacted]. That is a large difference. I asked for payment arrangements that are realistic due to my disability and being on a fixed income and what they say is not possible. I did not agree to any of the unrealistic amounts of $573.00 plus monthly bill because there is no way I can pay that on top of that they are saying I need to pay $8000 and some odd $ before they can even give me that agreement. I've sent in my monthly income so they know how much I get." PECO respectfully suggests that there was nothing in the complaint to suggest that this hearing would encompass high usage claims. Granted that the complaint was written *pro se*, Ms. Trivelpiece is now represented by counsel, and after a mediation and several discussions counsel also did not state that high usage would be at issue.

[32] Attorney Morris: "Your Honor, all I'm trying to get clarity is counsel amending the complaint to make it a high bill complaint? Because we have not prepared for – in my conversation with counsel yesterday it was never raised." Judge Johnson: "Would you like to respond, Attorney Steeves?" Attorney Steeves: "She has addressed an issue I think in her complaint about not understanding her bills and why they are so high. So she's testifying as to --." Judge Johnson: "I think that's sufficient, Attorney Morris, to encompass the high bill issue. You should have been prepared."

[33] The I.D. contains no Findings of Fact on this issue. The key sentence from the text of the I.D., underlined above in text -- "Ms. Trivelpiece began calling PECO in December 2013 as to why her bill was

"probably 20 times." Tr. 34. And she was very voluble about the content of those calls – she asked about the term "reinstatement of bad debt," Tr. 34; she was provided with a payment plan and a history of balance transfers, Tr. 34-35; she discussed income verification, Tr. 42; she discussed her home ownership and lease, Tr. 42-43; she discussed her living expenses and income, Tr. 43; the required $500 payment to initiate service, Tr. 43, 44; enrollment in the CAP program, Tr. 43; her inability to pay, Tr. 44; whether she ever agreed to liability for the past due balances, Tr. 44; a specific $447.82 charge, Tr. 45; her LIHEAP grant, Tr. 46; and her decision to pay her current bills during the dispute, Tr. 45, 46.

But she did not testify that she called PECO and told anyone that she thought her usage was too high.

In fact, the only time in her testimony that Ms. Trivelpiece discussed usage was when she described the LIURP audit conducted by PECO in June 2014, and her impressions of it.[34] But any insights into usage that she gained from the LIURP audit could not possibly have been the subject of calls during December 2013 – June 2014 – because the LIURP audit occurred at the end of that period. Tr. 29.

PECO respectfully submits that none of the issues that Ms. Trivelpiece raised in her calls to PECO could or should have triggered a requirement that PECO perform a meter test or a consumption investigation. Those tests are specifically intended to determine whether the meter is registering

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so high, this included questions about her usage and the billing charges." – does not include any supporting record citations.

[34] Ms. Trivelpiece discussed the fact that her bills went down after she entered the CAP program, Tr. 28-29, and then testified that: "And then once I think that I got onto the CAP rate program there was a guy who came out that did an evaluation of the house like to see if there was electricity being wasted. And in his evaluation he changed maybe seven light bulbs in the house that were on like a vanity sink in the bathroom and it's a chandelier type thing that comes down in the kitchen. So it was about seven bulbs. He changed the shower head and he put a battery operated carbon dioxide and smoke detectors up and he put up a machine – one the water heater so that it turns off at certain times and then turns back on at certain times." After a colloquy between the presiding officer and counsel, Ms. Trivelpiece continued, Tr. 32: "So the guy that PECO sent out, you know, to evaluate the – you know, the service usage and stuff, you know, with him putting those things on I did notice a significant like change in my bill."

properly, whether there is foreign wiring, and whether the appliances in place at the residence can reasonably be expected to generate the registered usage. A meter test or a consumption investigation had no potential to affect the concern being raised by Ms. Trivelpiece – that balances had been inappropriately transferred from prior addresses. To the contrary, it was very clear from Ms. Trivelpiece's testimony that, because her concerns were with the balances that had been transferred from her prior service addresses, a meter test or consumption investigation would be meaningless to address that concern. Consequently, there is no record evidence in this proceeding to support the conclusion that PECO had an obligation to conduct a high bill investigation, or that it provided unreasonable utility service by not doing so. And, on this record, there certainly is no warrant to impose fines on it.

Finally, it should be noted that even if Ms. Trivelpiece had raised high usage on a call during this period, that would not have triggered the requirement for PECO to conduct an energy efficiency investigation such as the June 2014 LIURP investigation (and which the I.D. suggests that PECO should have performed during that period). LIURP is reserved for low-income customers, and Ms. Trivelpiece was not verified as a low-income customer and placed on CAP until June 2014. Tr. 28. Therefore, even if she had called PECO prior to June 2014 and requested an energy audit, she would not have been eligible for one until June 2014 – which is when it was provided by PECO in any event.

PECO therefore concludes that it did not provide unreasonable utility service by not performing a high bill investigation, and respectfully requests the Commission conclude similarly.

E. PECO did not fail to explain its "reinstate bad debt" charges.

The I.D. (pp. 29-30) discusses the line item on Ms. Trivelpiece's bills labeled "reinstate bad debt," as well as Ms. Trivelpiece's calls to PECO to understand those bill items. The I.D. states (pp. 29-30) that:

> Shortly after Ms. Trivelpiece's service was started in Aspen Avenue in late 2013, she began to receive a billing summary with her monthly bill that included "reinstate bad debt service" charges. (Tr. 33-34; Complainant's Exhibit C.) Ms. Trivelpiece repeatedly contacted PECO for an explanation of these charges; but PECO did not provide an explanation for the charges until after she filed her Complaint in January 2015 (Tr. 34, 107-08).
>
> *****
>
> Section 56.15 of the Commission's regulations requires a public utility to clearly state the billing information. I find that PECO's billing summary fails to comply with Section 56.15 in that the reinstate bad debt service charges does not explain that the bad debt referenced in the bill was for previous service at previous addresses. PECO did not clarify bad debt service charge to Mr. Trivelpiece until after she filed her formal complaint. PECO's long delay in responding to Ms. Trivelpiece's inquiry about her billing charges constituted unreasonable service in violation of Section 1501 of the Code.

Later in the I.D. (p. 34), in the discussion of recommended fines against PECO, this conclusion is the basis for the final underlying violation upon which the I.D. relies for imposing sanctions:

> In the instant case, the evidence demonstrates Respondent failed to provide reasonable service to Complainant as required by Section 1501 of the Code in the following aspects:
>
> 6. PECO failed to provide a timely explanation of Complainant's billing charges, i.e., reinstate bad debt service charges.

PECO respectfully excepts to these conclusions, and to imposition of any fines based upon them.

On this issue, Ms. Trivelpiece did in fact testify that she had called PECO more than 20 times, inquired about the "reinstate bad debt" charges, and that "nobody would explain to me what it meant." Tr. 34, 42.[35]

Of course, if Ms. Trivelpiece called PECO more than 20 times and asked someone to explain the entry "reinstate bad debt" on her bills, and in all of those calls "nobody would explain what it meant,"

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[35] The I.D. also cites to Tr. 107-108 for the proposition that PECO did not provide Ms. Trivelpiece with an explanation of "reinstate bad debt" until after she filed her complaint in January 2015. That citation is to Ms. Tarpley's testimony, and that is not what Ms. Tarpley stated. She stated that her normal practice upon receiving a complaint is to provide information to the customer, and that she did so with Ms. Trivelpiece. Ms. Tarpley was not asked, and did not testify, that her contact was the first time that PECO had attempted to explain these issues to Ms. Trivelpiece.

that would constitute unreasonable utility service. Conversely, if she called to inquire about the "reinstate bad debt" charges and PECO personnel discussed them at length with her, but she either did not understand or did not agree with their explanation, then PECO respectfully submits that a finding of unreasonable utility service is not warranted.

The question, then, is which of those two scenarios is more likely? The record evidence clearly suggests that the second scenario is more likely.

First, it should be noted that the concept of "reinstate bad debt" charges is not a difficult concept. Ms. Tarpley was asked what the phrase "reinstate bad debt service" means, and testified, Tr. 106: "Usually if a customer defaults on a payment agreement or they have a former balance that's now becoming due or being questioned, on the monthly bill the line item is identified as reinstate bad debt/service. That's letting you know it's an unpaid charge."

In the case of Ms. Trivelpiece, the issue is with her former balances from her prior addresses. In evaluating her claim that "nobody [at PECO] would explain to me what it [reinstate bad service] meant," one must therefore review the record to determine whether, and when, PECO discussed her transferred balances with her. Each of those discussions regarding transferred balances constitutes a discussion of the "reinstate bad debt" charges on the bills. If the record contains numerous references to such discussions, then one can safely conclude that PECO did not refuse to discuss the issue with Ms. Trivelpiece, but instead that it discussed the issue with her at length – and she simply did not understand or agree with what she heard.

The record is replete with references that make it clear that, well prior to January 2015, PECO and Ms. Trivelpiece had discussions regarding the balances that were transferred from prior addresses. These references include:

- On October 29, 2013 – the day she applied for service – PECO told her that she had a past due bill of over $12,000. Tr. 28. Since at that time she was seeking to have service initiated at Aspen Avenue for the first time, that discussion addressed the fact that the bill was for service at prior addresses.

- In her discussion of the 20 calls she made to PECO, Ms. Trivelpiece stated that in June 2014 she received a payment plan and a paper that "itemized like the different addresses that I had lived at." Tr. 34.

- In her discussion of the 20 calls to PECO, she stated that "at one point I had spoke with someone at PECO and they said they had sent my bill to the 367 2nd Avenue . . ." Tr. 37.

- When asked about bills rendered at her prior addresses, she stated: "I'm sure there was a bill, but that was many years ago and I mean, as your records state, it was $12,952. But ma'am, to my knowledge, I have no idea how much it was. You know, like I don't remember exactly, but your paperwork says that." Tr. 56.

- On about September 16, 2014, Ms. Trivelpiece filed an informal complaint with the Bureau of Consumer Services that contains the following "Customer Problem Description": "CAP Dispute. Customer is disputing the balance why the balance from 7 years ago at 2nd Avenue Phoenixville PA" has been transferred to current account. PECO Exhibit 14; Tr. 100.

- On or about November 11, 2014, the BCS issued a decision in that informal complaint that stated: "The customer is liable for the balance of $12,340.05 from her prior address final billed 7/30/10. The Company was within their right to transfer the final balance to this customer's active account when it was established 10/10/13." PECO Exhibit 15.

- And, perhaps most tellingly, in the concluding moments of her testimony, Ms. Trivelpiece herself stated (Tr. 140) that such conversations had occurred, but she did not understand them:

> Judge Johnson: Is there any amount that you agree you owe?
>
> Ms. Trivelpiece: I do owe some, but I'm just not – I mean, as far as that amount. Like the 373 address, like I feel to this day like – they like all those different reinstatement fees going like on that paper.
>
> Nobody itemized, nobody explained to me – I know it was talked about, but there's like some that are $1,000, there's some that are $100, there's some that are, you know – it's so different like the amounts and I don't understand what they are. So for me to say how much I owe, I have no idea.

(emphasis added).

Given Ms. Trivelpiece's clear awareness of the balance transfers from prior accounts (and her distress over the fact that the balances had been transferred), the only plausible conclusion to be

reached is that PECO and Ms. Trivelpiece in fact had numerous discussions about the fact that her "reinstate bad debt" charges were related to her prior addresses. She either did not understand those discussions or, just as likely, simply disagreed with PECO's explanations and conclusions. In any event, this full body of testimony makes it impossible to reach a conclusion that PECO actually refused to speak to her about her charges for a long period of months, and therefore it is not plausible to conclude that PECO engaged in unreasonable utility service for failure to explain its "reinstate bad debt" charges.

PECO would also like to briefly address the claim in the I.D. that PECO violated 52 Pa. C.S. §56.15 because use of the phrase "reinstate bad debt" made PECO's bills so unclear as to violate that regulation.[36]

First, while §56.15 does express a requirement for clarity in billing information, it is not an omnibus statement regarding bill clarity. Rather, it requires that specific, designated information must be clearly stated: "A bill rendered by a public utility for metered residential public utility service must clearly state the following information:" followed by a list of 14 specific items that must be included in the bill. (emphasis added). None of those 14 specific items relate to a required form or language to be used in reporting past due amounts, reinstated amounts, transfer balances, etc. No claim can be made that PECO violated any of the specific enumerated items in §56.15.

Even if an omnibus clarity requirement is read into §56.15, that would still not warrant a finding that PECO violated the clarity requirement. As noted above, the concept of "reinstate bad debt" is not a complex concept – the customer had a prior bad debt with PECO, and it is being reinstated on the bill. Moreover, it cannot be that bill language can be deemed to be unclear merely because a customer subject to such charges – and who thus has an inherent interest in avoiding them – testifies that she

[36] The subsidiary conclusion in the I.D. that the term "reinstate bad debt" is unclear because it does not itemize prior addresses should be dismissed for the reasons set forth in Sections 2(B) and 2(C) of these exceptions.

does not understand them. That approach would effectively give any customer a *carte blanche* opportunity to avoid paying their bills by the simple expedient of claiming that they do not understand why they owe them.

For the reasons stated above, PECO requests that the Commission conclude that it did not fail to explain its "reinstate bad debt" charges and has not provided unreasonable utility service.

III. Conclusion

For the reasons stated above, PECO Energy respectfully requests that the Commission issue an Order in this proceeding that:

1. The Commission takes official and judicial notice, pursuant to 52 Pa. §5.408, that the PECO PAR Report is "a report or other document on file with the Commission," and is therefore admitted into evidence pursuant to §5.406.

2. The Commission takes take official and judicial notice, pursuant to 52 Pa. §5.408, that the PECO PAR Report is "a portion of the record in another proceeding before the Commission," and is therefore admitted pursuant to §5.407.[37]

3. PECO Energy has not violated any provision of the Commission's regulations, or otherwise engaged in unreasonable utility service, in its interactions with Complainant.

4. None of the fines or sanctions recommended by the Initial Decision will be imposed on PECO.

5. The complaint is denied.

6. The docket is closed.

Respectfully submitted,

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November 18, 2015

[37] If the Commission determines that it should remand this matter for additional evidentiary processes, rather than accept the PECO PAR Report into evidence at this time, proposed Ordering Paragraphs 1 and 2 should be replaced by the following three ordering paragraphs: (1) The Commission takes official and judicial notice, pursuant to 52 Pa. §5.408, that the PECO PAR Report is "a report or other document on file with the Commission;" (2) The Commission takes official and judicial notice, pursuant to 52 Pa. §5.408, of the fact that the PECO PAR Report is "a portion of the record in another proceeding before the Commission;" and (3) this matter is remanded for additional evidentiary hearings on the limited matter of the PECO PAR Report, and associated testimony, as it relates to the conclusion that PECO unreasonably delayed service to Ms. Trivelpiece.

Trivelpiece v. PECO

Docket No. C-2015-2462644

Exhibit A

To PECO's Execptions

PECO PAR Report

(PECO's November 19, 2013 Outbound Full PAR Report in

Bureau of Consumer Services ("BCS") Case No. 003173734)

Date Sent to PUC: 2013-11-22

PA Public Utility Commission
Bureau of Consumer Services
Outbound Full Par Report

Case Number:	003173734	**Opened On:**	2013-11-19	**Date Received:**	2013-11-19
Investigator:	MARIA VELEZ	**Acct. Number:**	3879698060	**Utility Type:**	Electric Distributor
Company Name:	PECO	**Assessor Name / Number:**			BOYLAN, ELIZABETH M
		Case Writer Name / Number:			HILTON, DANA L

Customer Name And Service Address:
BETH TRIVSLPIECE
852 ASPEN AV

SPRING CITY, PA 19475-

Mailing Address:
BETH TRIVSLPIECE
852 ASPEN AVE

SPRING CITY, PA 19475-

Heating: Y
Service On: Y
Type Of Account: Residential

Telephone: (610) 350-5599
Alternate: () -
Due Date:
Account Balance: 12960.24 **Budget:** 215.00
Family Size: Adults: 1 **Children:** 3
Past Due Amount: 0.00 **Srvc Term Dt:** 2013-10-18
Referred To Universal Service Program: N **Did Customer State Company Position Accurately:** N

Date Statement Obtained: 2013-11-15

Income:

Amounts:	Sources:
1242.00	Workmen's Compensation
0.00	
0.00	
0.00	
0.00	
0.00	

Payment Information:

Amounts:	Post Dates:	Payment Type:
0.00		
0.00		
0.00		
0.00		
0.00		
0.00		
0.00		
0.00		
0.00		
0.00		
0.00		
0.00		

Agreements:

Type:	Level:	Balance:	Agmt Date:	Beg Pymt Date:	Terms:
		0.00			
		0.00			
		0.00			
		0.00			
		0.00			

Report Message Type	Date	Report Details

Full PAR		
Last Contact With Customer	2013-11-19	8:21AM Ms. Trivilpiece contacted the company in regard an outage at the property. She stated service never came on. The representative confirmed cause of outage was undetermined and obtained the property address 852 Aspen Avenue with cross street route 724. The representative contacted dispatch and was advised a technician will visit the property on 11/19/13. This information was passed on to the customer who did not agree and became very irate prior to abruptly discontinuing the call. No further action taken. Service was later restored the same day.
Final Position to BCS		SERVICE IS ON See prior complaint 2126084. 12/3/08 Beth Trivilpiece established service at 367 2nd Avenue, 1st Floor, Phoenixville, PA(85078-67029). Service was discontinued in her name on 7/30/10 when a new applicant established service. On 8/2/10 a final bill was rendered for $11,702.68 and sent to Ms. Trivilpiece at the service address. On 11/2/10 a final balance of $12,121.35(includes $418.67 late charges) was sent to the collection agency. 5/17/13 Erin Friday established service at 852 Aspen Avenue, Spring City, PA. After proper notification, service was terminated at the meter on 10/29/13 for non-payment and a post termination notice was left. On the same day, Beth Trivelpiece contacted the company and requested to establish new service in her name at the property. She was advised she has a balance of $12,121.35 that must be paid prior to establishing new service. Financial was obtained(Level 2) and she was advised to make a down payment of $505.06 toward the balance. Once paid, the balance will be placed on payment terms in 23 monthly installments. Also, she will need to supply the company with a valid copy of a deed/lease, government issued identification, and social security card. Denial letter issued(see attachment). 11/4/13 The company received a copy of a state issued identification card, driver's license, child abuse clearance, tax form with social security number, welcome letter and partial lease.

		11/11/13 The company received a letter from the property management company on behalf of Beth Trivelpiece. 11/13/13 It was determined Ms. Trivelpiece has no affiliation with the property based on information obtained from public records(Lexis Nexis). Based on this information, new service is approved in her name; however, she will need to make a down payment of $505.06. Once received, new service will be established in her name. 11/15/13 The company was notified of a payment of $205.06 from the Salvation Army and $300.00 from Project Outreach for a total of $505.06. As a result, an order was issued to have service established and physically restored on 11/18/13 in the name of Beth Trivelpiece at 852 Aspen Avenue. 11/18/13 A payment in the amount of $505.06 posted to the final billed account at 367 2nd Avenue, 1st Floor(85078-67029) in the name of Beth Trivelpiece. On the same day, technician arrived at the property and restored service. Also service was established in the name of Beth Trivilpiece effective 10/10/13 under account number 38796-98060. 11/19/13 A final balance of $12,954.24 transferred to the active account at 852 Aspen Avenue in the name of Beth Trivilpiece. On 11/19/13 there was a service outage that that lasted from 9:14 a.m. until 1:50 p.m. The customer was placed on an agreement on the balance of $12,954.24 for 23 months with installments of $63.23 plus the current bills to begin with the bill issued after the next read date of 11/22/13.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Beth Trivelpiece, **Complainant**	:	
v.	:	**Docket No. C-2015-2462644**
PECO Energy Company, **Respondent**	:	

CERTIFICATE OF SERVICE

I, Ward L. Smith, hereby certify that I have this day served a copy of Exceptions of PECO Energy Company in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Via E-Mail
Honorable Conrad A. Johnson, ALJ
Pennsylvania Public Utility Commission
Piatt Place
301 5th Avenue, Suite 220
Pittsburgh, PA 1522

Beth Trivelpiece
852 Aspen Avenue
Spring City, PA 19475

Deborah Steeves, Esquire
Legal Aid of Southeastern PA
222 N. Walnut Street, Second Floor
West Chester, PA 19380

Dated at Philadelphia, Pennsylvania, November 18, 2015

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