



An Exelon Company

Legal Department
2301 Market Street / S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

Direct Dial: 215.841.6841

January 29, 2016

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

RE: Deree J. Norman v. PECO Energy Company
PUC Docket No.: C-2015-2472605

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Answer of Respondent, PECO Energy Company, to Complainant's Motion for Judgment on the Pleadings* with regard to the matter referenced above.

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a long, sweeping underline.

Shawane Lee
Counsel for PECO Energy Company

cc: Certificate of Service

SL/alb
Enclosure

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DEREE J. NORMAN	:	Docket No. C-2015-2472605
Complainant	:	
	:	
v.	:	
	:	
PECO ENERGY COMPANY	:	
Respondent	:	
	:	
Respondent	:	

**ANSWER OF RESPONDENT, PECO ENERGY COMPANY,
TO COMPLAINANT'S
MOTION FOR JUDGMENT ON THE PLEADINGS**

On January 9, 2016, PECO Energy Company (“PECO Energy”) was served with a Motion for Judgment on the Pleadings filed by Deree J. Norman (“Complainant”) in the above-referenced matter. Pursuant to 52 Pa. Code § 5.61, PECO Energy responds to the Motion and states as follows:

I. INTRODUCTION

1. Denied. PECO respectfully requests that this Honorable Commission deny Complainant’s Motion for Judgment on the Pleadings and dismiss the Complainant’s formal complaint against the company.

2. Admitted in part; denied in part. It is admitted only as to PECO Energy’s receipt of the exhibits submitted by Complainant. As to whether or not Complainant properly and timely submitted copies of exhibits to the PUC, PECO Energy is without

sufficient knowledge, information or belief to form an opinion to the truth or falsity of the averments.

Complainant also alleges that PECO Energy failed to provide its witnesses with copies of Complainant's exhibits and that this created an unfair burden on the Complainant in relation to proving his complaint. PECO Energy denies this as a conclusion of law.

3. Denied. Complainant alleges that PECO Energy's alleged failure to provide its witnesses with copies of Complainant's exhibits is violation of Pennsylvania Rules of Professional Conduct and of Federal and State Rules is a conclusion of law to which no response is necessary. By way of further response, PECO Energy specifically denies that the company has engaged in any violation or "unlawful tactics".

Complainant has in bad faith evaded paying his electric bill with PECO Energy and his gas bill with the Philadelphia Gas Works by abusing the Public Utility Commission formal complaint process. The Complainant has not paid PECO or PGW for services used in over one year and has current litigation with both companies. See Deree Norman v. Philadelphia Gas Works, Docket No. C-2015-2489503.

4. Denied. The averments of paragraph four (4) are denied as a conclusion of law to which no response is necessary. Additionally, in that Mr. Norman's statements in paragraph four (4) refer to a document which is in writing, any document provided by PECO Energy relative to Mr. Norman's account usage speaks for itself.

PECO Energy specifically denies that the company has engaged in "repeated false statements, witness tampering (i.e. coaching of witness during direct examination)" or "submission of documents with fictitious or false information"

By way of further response, Complainant was involved in a similar billing dispute with PGW Gas Works Company (“PGW”) where the Complainant made many of the same allegations against PGW, including both accusations of improper and/or fictitious usage charges being applied to his bills and accusations of fictitious and/or false documentation. See Deree Norman v. Philadelphia Gas Works, Docket No. C-2015-2489503.

5. Denied. The averments of paragraph five (5) are conclusions of law to which no response is necessary. By way of further response, PECO Energy specifically denies that the company has engaged in “unlawful tactics” or has made “repeated attempts to flout the rules of this Commonwealth”.

Complainant has in bad faith evaded paying his electric bill with PECO Energy and his gas bill with the Philadelphia Gas Works by abusing the Public Utility Commission formal complaint process. The Complainant has not paid PECO or PGW for services used in over one year and has current litigation with both companies. See Deree Norman v. Philadelphia Gas Works, Docket No. C-2015-2489503.

II. PROCEDURAL HISTORY

6. Denied. PECO Energy is without knowledge, information, or belief to form an opinion to the truth or falsity of the averments of paragraph six (6) of Complainant’s Motion and, as such, the same are denied.

7. Denied. Complainant contacted PECO Energy on August 4, 2011 to complain that his bill was incorrect.

8. Admitted. It is admitted that PECO Energy sent a field technician to the property on August 24, 2011 to perform an appliance analysis and passing load test on the meter. The technician noted that the Complainant is “convinced that PECO increases the usage on the meters during the winter only from the computer in the office.” On August 24, 2011, the company sent the Complainant a Utility Company report, advising that his bills were correct.

9. Denied. Clearly, Complainant eliminated the use of heating devices in his home, which reduced his registered usage.

10. Denied. On June 23, 2014, Complainant contacted the company to dispute his winter bills. Usage did increase from December 2013 through February 2014 as is evident by the daily readings. Clearly, Complainant began to, once again, use electric heating devices in his property, which accounted for an increase of usage. On July 16, 2014, PECO Energy sent a Utility Company Report advising the Complainant that his bill was based on actual meter readings.

11. Admitted.

12. Admitted in part, denied in part. It is admitted only that PECO Energy filed a Motion for Continuance of Hearing Date on May 22, 2015, which was granted by this Honorable Commission on June 1, 2015. By way of further response, the remaining averments of paragraph twelve (12) are denied as conclusions of law to which no response is necessary. This Honorable Commission has already addressed these allegations in its June 19, 2015 Order denying Complainant’s Motion for Sanctions. By way of further response, PECO Energy specifically denies that the company has engaged

in making any false statements regarding attempts to contact Complainant or availability of PECO witnesses.

13. Admitted in part, denied in part. It is admitted only that Complainant filed a Motion for Sanction on June 3, 2015. By way of further response, the remaining averments of paragraph thirteen (13) are denied as conclusions of law to which no response are necessary. This Honorable Commission has already addressed these allegations in its June 19, 2015 Order denying Complainant's Motion for Sanctions. By way of further response, PECO Energy specifically denies that the company has engaged in making any false statements.

14. Admitted. This Honorable Commission has already addressed these allegations in its June 19, 2015 Order denying Complainant's Motion for Sanctions. By way of further response, PECO Energy specifically denies that the company has engaged in making any false statements.

15. Admitted.

16. Admitted. Complainant received a 10-Day termination notice for refusing installation of the AMI meter. PECO Energy avers that the company is required to install AMI meters for the company's electric distribution customers subject to the requirements of Act 129. Consistent with complying with this law, PECO was required to install AMI meters for all current AMR customers by the end of 2014. In order to comply with Act 129 and deployment plans filed with the Pennsylvania Public Utility Commission, PECO is terminating service to customers who, after repeated requests, do not give the company access to install the meter.

PECO has the right to terminate a customer's service for failure to permit access to install the Smart Meter. Pursuant to Section 10.5, PECO Energy has a right to access the premises of a customer at all reasonable times for the purpose of installing, removing or changing any or all equipment belonging to the company. See Section 10.5 of PECO Electric Service Tariff. Section 18.3 of PECO Energy's tariff, permits the company to terminate a customer for cause if access to the meter is refused. See Section 18.3 of PECO Electric Service Tariff. PECO Energy's Commission approved tariff is prima facie reasonable and has the full force and effect of law. 66 Pa.C.S. § 316; *Kossmann v. PA PUC*, 694 A.2d 1147 (Pa Cmwlft 1997); *Brockway Glass Co. v. PA. PUC*, 437 A.2d 1067 (Pa. Cmwlft 1981).

By way of further response, PECO did not terminate service to the Complainant. However, after the PUC process is completed, if AMI meter installation is refused, the company will terminate the Complainant's service.

17. Denied. PECO Energy corresponded via email with Complainant from May 19, 2015 through June 29, 2015, regarding scheduling of a field investigation. Copies of these same contacts were attached to Mr. Norman's August 24, 2015 correspondence to the Honorable Mary D. Long. PECO Energy offered to send a PECO high bill field technician to perform the field investigation and test the meter at the property. Mr. Norman refused and stated that the field investigation must be completed by an "independent electrician and or a certified smart meter expert whom has no affiliation with PECO and or the Exelon Corporation" and that "the mere propensity to alter or tamper with one of the key components of this matter, by your organization, cannot be present or possible." PECO Energy had advised Mr. Norman that he was

welcome to obtain an independent electrician and certified smart meter expert to test his meter, but that he would need to arrange and pay for the same. PECO Energy continued to offer to send a PECO high bill field technician to perform the field investigation and test the meter at the property, but Mr. Norman would not cooperate with scheduling.

18. Admitted in part, denied in part. It is admitted only that Complainant sent a letter to the Honorable Mary D. Long on August 24, 2015, alleging PECO Energy's failure to comply with the request for information regarding a third party field test and Shut Off Notice. PECO Energy corresponded via email with Complainant from May 19, 2015 through June 29, 2015, regarding scheduling of a field investigation. Copies of these same contacts were attached to Mr. Norman's August 24, 2015 correspondence and were not harassing in nature. PECO Energy offered to send a PECO high bill field technician to perform the field investigation and test the meter at the property. Mr. Norman refused and stated that the field investigation must be completed by an "independent electrician and or a certified smart meter expert whom has no affiliation with PECO and or the Exelon Corporation" and that "the mere propensity to alter or tamper with one of the key components of this matter, by your organization, cannot be present or possible." PECO Energy had advised Mr. Norman that he was welcome to obtain an independent electrician and certified smart meter expert to test his meter, but that he would need to arrange and pay for the same. PECO Energy continued to offer to send a PECO high bill field technician to perform the field investigation and test the meter at the property, but Mr. Norman would not cooperate with scheduling.

19. Admitted.

20. Denied. The averments of paragraph twenty (20) are denied as conclusions of law to which no response is necessary. By way of further response, PECO Energy specifically denies that the company has made any “willful transgressions”.

III. LEGAL ARGUMENT

21. Denied. The averments of paragraph twenty-one (21) are denied as conclusions of law to which no response is necessary. By way of further response, PECO Energy specifically denies that the company has engaged in making any “witness and/or evidence tampering”.

22. Denied. The averments of paragraph twenty-two (22) are denied as conclusions of law to which no response is necessary.

23. Denied. The averments of paragraph twenty-three (23) are denied as conclusions of law to which no response is necessary.

24. Denied. The averments of paragraph twenty-four a-d (24 a-d) are denied as conclusions of law to which no response is necessary. By way of further response, PECO Energy specifically denies that it has engaged in any violations of PA Privacy Laws.

25. Denied. The averments of paragraph twenty-five (25) are denied as conclusions of law to which no response is necessary. By way of further response, PECO Energy specifically denies that it has engaged in any violation of 52 PA §56.2.

Complainant was involved in a similar billing dispute with PGW Gas Works Company (“PGW”) where the Complainant made many of the same allegations against PGW, including both accusations of improper and/or fictitious usage charges being

applied to his bills and accusations of fictitious and/or false documentation. See Deree Norman v. Philadelphia Gas Works, Docket No. C-2015-2489503.

26. Denied. The averments of paragraph twenty-six (26) are denied as conclusions of law to which no response is necessary. By way of further response, this Honorable Commission has already addressed these alleged falsities in its June 19, 2015 Order denying Complainant's Motion for Sanctions. By way of further response, PECO Energy specifically denies that it has engaged in any violation of 18 Pa. C.S. §4904 or that it has made any false statements.

27. Denied. The averments of paragraph twenty-seven (27) refer to a document which is in writing and speaks for itself. Any characterization thereof is therefore denied. By way of further response, PECO Energy specifically denies there is fraudulent kilowatt usage or that it has provided any fictitious misrepresentation of usage as alleged. By way of further response, Complainant was involved in a similar billing dispute with PGW Gas Works Company ("PGW") where the Complainant made many of the same allegations against PGW, including both accusations of improper and/or fictitious usage charges being applied to his bills and accusations of fictitious and/or false documentation. See Deree Norman v. Philadelphia Gas Works, Docket No. C-2015-2489503.

28. Paragraph twenty-eight (28) is not an averment, but rather a statement, and as such it requires no response. Without waiver of the foregoing, any allegation that PECO Energy is attempting to "manipulate the process with trickery and or deception" is specifically denied.

29. Denied. The averments of paragraph twenty-nine (a-j) (29. a-j) are denied as conclusions of law to which no response is necessary. By way of further response, PECO Energy specifically denies all averments in this paragraph.

30. Denied. The averments of paragraph thirty (a-c) (30 a-c) are denied as conclusions of law to which no response is necessary.

IV. RELIEF

31. Denied.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

V. CONCLUSION

38. PECO Energy respectfully requests that this Honorable Commission deny the Complainant's Motion for Judgment on the Pleadings and dismiss the instant Complaint.

Respectfully submitted,



Shawane Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
shawane.lee@exeloncorp.com

Dated: January 29, 2016

VERIFICATION

I, Shawane L. Lee, hereby declare that I am Assistant General Counsel of PECO Energy Company; that as such I am authorized to make this verification on its behalf; that I do not have personal knowledge of all the facts recited in the foregoing Answers of PECO Energy Company to Complainant's Motion for Judgment on the Pleadings, the information contained in said Answers having been furnished to me by various PECO Energy Company personnel, but that the facts set forth in the Answers are true to the best of my information and belief based upon the information made available to me, and that these Answers are, accordingly, verified on behalf of PECO Energy Company.

I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



SHAWANE L. LEE
Counsel for Respondent,
PECO Energy Company

Date: January 29, 2016

CERTIFICATE OF SERVICE

Shawane L. Lee, Esquire, hereby certifies that the Answer to Complainant, Deree Norman's Motion for Judgment on the Pleadings was served this date upon all counsel and parties listed below, by placing same in the United States regular mail, postage prepaid.

Deree Norman
5367 Thomas Avenue
Philadelphia, PA 19143
dereenorman@yahoo.com
Complainant

Administrative Law Judge Mary D. Long
Pa. Public Utility Commission
Piatt Place, Suite 220
301 5th Avenue
Pittsburgh, PA 15222
malong@pa.gov



SHAWANE L. LEE
Counsel for Respondent,
PECO Energy Company

Dated: January 29, 2016