

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

Direct Dial: 215.841.6841

June 28, 2016

VIA EMAIL & FEDERAL EXPRESS

Eranda Vera, Adm. Law Judge
Pa. Public Utility Commission
801 Market Street, Suite 4063
Philadelphia, PA 19107

RE: Mia McGuire v. PECO Energy Company
PUC Docket No.: C-2016-2547408

Dear Judge Vero:

Enclosed please find a copy of *PECO Energy Company's Motion for Judgment on the Pleadings* with regard to the matter referenced above that was filed with the Commission on June 28, 2016. This matter is scheduled to be heard before Your Honor on **July 26, 2016**.

Very truly yours,



Shawane Lee
Counsel for PECO Energy Company

s/LD

cc: Mia McGuire (via First Class Mail)

PENNSYLVANIA PUBLIC UTILITY COMMISSION

MIA MCGUIRE

Complainant

v.

PECO ENERGY COMPANY

Respondent

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DOCKET NO. C-2016-2547408

NOTICE TO PLEAD

To: Mia McGuire

Pursuant to 52 Pa. Code §§5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Motion for Judgment on the Pleadings within 20 days from service of this notice, the facts set forth by PECO Energy Company may be deemed to be true, thereby requiring no other proof. All pleadings, such as a Reply to Motion, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane Lee, and where applicable, the Administrative Law Judge presiding over the issue.

Failure to respond to this Motion could result in the dismissal of your case.

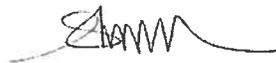
File with:

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

With a copy to:

Shawane L. Lee, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, June 28, 2016



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19101-8699
215-841-6863

PENNSYLVANIA PUBLIC UTILITY COMMISSION

MIA MCGUIRE

Complainant

v.

PECO ENERGY COMPANY

Respondent

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DOCKET NO. C-2016-2547408

MOTION FOR JUDGMENT ON THE PLEADINGS

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code § 5.101(a)(4) respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient.

1. On May 25, 2016, PECO was served with a formal complaint filed by Mia McGuire (hereafter “Complainant”). A copy of the Complaint is attached hereto as Exhibit “1”.

2. In her formal complaint, Complainant alleges that PECO overbilled her and mentions a transcript from a hearing with Administrative Law Judge David A. Salapa on September 8, 2014. The Complainant alleges that she was overbilled and requests a refund. The Complainant requests a permanent meter read date on the 15th of each month and requests reimbursement of money or to pay her electric bill for life no matter where she lives.

3. On June 2, 2016, PECO filed an Answer, New Matter and Notice to Plead. A copy of PECO’s Answer and New Matter is attached hereto as Exhibit 2.

4. PECO averred in its New Mater that this is the Complainant’s third formal complaint against PECO Energy for the same service address (519 West King Street, Apartment 1, Philadelphia). New Matter ¶¶12.

5. PECO averred that the Complainant filed a formal complaint docketed at F-2014-2427216. In that Complaint, the Complainant alleged that PECO overbilled her for service and complained of high bills. The Complainant requested that the Commission order PECO to refund her for all charges. New Matter ¶13

6. PECO averred that on September 8, 2014, the issues raised in the formal complaint at docket number F-2014-2427216 were heard before Administrative Law Judge David A. Salapa. New Matter ¶14.

7. PECO averred that the Complainant was represented by attorney David Romine, Esquire at the telephonic hearing. New Matter ¶14.

8. PECO averred that ALJ Salapa issued an Initial Decision on September 26, 2014, dismissing the Complainant's Complaint. See Mia McGuire v. PECO, F-2014-2427216 (Initial Decision entered September 26, 2014), attached hereto as Exhibit "3". New Matter ¶15

9. PECO averred that in ALJ Salapa's decision, he determined that the Complainant failed to establish that PECO overbilled her. New Matter ¶16.

10. In his Initial Decision, ALJ Salapa stated:

I conclude that the Complainant failed to establish by a preponderance of the evidence that the Respondent overbilled her for her electric service or improperly transferred an outstanding balance from a previous account to her current account. I also conclude that the Complainant has failed to establish by a preponderance of the evidence that the Respondent provided unreasonable service to her.

See Mia McGuire v. PECO, F-2014-2427216 (Initial Decision entered September 26, 2014)

11. PECO averred that the Commission issued a Final Order, adopting ALJ Salapa's Initial Decision. New Matter ¶17. See Mia McGuire v. PECO, F-2014-2427216 (Final Order entered November 12, 2014), attached hereto as Exhibit "4".

12. Accordingly, PECO averred that all of the allegations in the Complainant's current formal case should be dismissed on the grounds of res judicata. New Matter ¶18.

13. To date, 20 days has passed since PECO filed its New Matter.

14. PECO has not been served with a response to its New Matter, and therefore it requests that the facts stated therein be deemed admitted. 52 Pa.Code §5.63(b) (providing that facts in new matter may be deemed admitted if there is no reply).

15. All of the allegations raised in the Complaint were previously raised by the Complainant in a prior former complaint and were dismissed.

16. The Commission's regulations at 52 Pa. Code §5.102(a) permits any party to move for summary judgment or judgment on the pleadings after the pleadings are closed, but within such time as to not delay a hearing. Under 52 Pa. Code §5.102(d)(1), the presiding officer will grant the motion if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law.

17. The moving party bears the burden of showing that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. The Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. *First Mortgage Co. of Pennsylvania v. McCall*, 459 A.2d 406 (Pa. Super. 1983).

18. The provision at 52 Pa. Code §5.102(c) serves judicial economy by avoiding a hearing where no factual dispute exists. If no factual issue pertinent to the resolution of the case exists, a hearing is unnecessary. *Lehigh Valley Power Committee v. Pennsylvania Public Utility Commission*, 563 A.2d. 557 (Pa. Cmwlth. 1989).

19. The pleadings in this case reveal that the Complainant's case is barred on res judicata grounds.

20. The doctrine of res judicata operates to prevent re-litigation of claims already litigated on the merits. As stated by the Commission in Frank Tomazin v. Pennsylvania-American Water Company, 1997 Pa. PUC Lexis 52 (1997), "the policies underlying the doctrine of res judicata are minimizing judicial energy devoted to individual cases, establishing certainty and respect for court judgments, and protecting the party relying on the prior adjudication from vexatious litigation."

21. Res judicata includes any issue, claim or defense that was raised or could have been raised in the prior proceedings. Glynn v. Glynn, 2001 PA Super 359, ¶ 27, 789 A.2d 242, 250.

22. The doctrine of res judicata, which is also known as claim preclusion, holds that a final judgment on the merits by a court of competent jurisdiction will bar any future action on the same cause of action between the parties and their privies. Hopewell Estates, Inc. v. Kent, 435 Pa. Superior Ct. 471. 476, 646 A.2d 1192 (1994). The doctrine of res judicata applies to cases before the Commission. See, O'Toole v. Bell Telephone Co. of Pennsylvania, Inc., 77 Pa. P.U.C. 98, 104 (1992). The doctrine of res judicata reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court of competent jurisdiction. For the doctrine to prevail four conditions must be met:

- (1) Identity of issues;
- (2) Identity of causes of action;
- (3) Identity of persons and parties to the action; and
- (4) Identity of the quality and capacity of the parties suing or sued.

Day v. Volkswagenwerk Aktiengesellschaft, 318 Pa. Superior Ct. 255, 474 A.2d 1313, 1316, 1317 (1983).

23. In the present case all four elements of res judicata are met.

24. Consistent with the requirement of res judicata, the issue sued upon in the 2014 matter and the 2016 complaint are the same. Complainant's issue is founded on a dispute regarding alleged over-billing, the due date of her bill, and whether her meter is reading accurately at the same service address – 519 King Street, Apartment A-1.

25. The cause of action in the most recent Complaint is also the same. In the 2014 matter, Complainant requested that the PUC refund her for overcharges, reimburse her for overbilling, and give her the same bill due date each month. Indeed, ALJ Salapa addressed all of these issues in his 2014 Initial Decision. ALJ Salapa determined “The Complainant apparently contends that the Respondent should provide her bills each month with the same day of the month as the due date so that she has sufficient fund to pay the bills every month. I disagree that the Respondent's actions in providing bills to the Complainant with different due dates constitute unreasonable service.” ALJ Salapa also determined that the Complainant “failed to establish by a preponderance of the evidence that the Respondent overbilled her for her electric service.” ALJ Salapa made several findings of fact regarding this dispute and determined as follows:

- a. The entire balance for the account at 519 West King Street consists of CAP arrears. N.T. 25.

- b. The Respondent's employee tested the Complainant's electric meter by performing a passing load test. N.T. 46. PECO Ex. 12.
- c. The Complainant's account statement indicated that the Complainant's actual electric usage for the winters of 2009-1010, 2010-2011, 2011-201, 2012-2013 and 2013-2014 was each less than her estimated potential electric usage. N.T. 41-45.

26. ALJ Salapa determined that "I conclude that the Complainant's bills are correct as rendered. The Complainant was capable of using the amount of electricity shown on her bills.The meter at the Complainant's residence tested as accurate. Therefore, the Complainant has failed to prove by a preponderance of the evidence that her electric bills were too high or in any way inaccurate." See Mia McGuire v. PECO, F-2014-2427216 (Initial Decision entered September 26, 2014).

27. Notably, the Complainant currently has the same meter in her apartment (meter number 121846861) as she did during the 2013 complaint. See Account Activity Statement, attached in the Answer as Exhibit "1".

28. In her current formal complaint, the Complainant confirms her billing concerns have already been litigated when she checks the box "Other" and states: "overbilling transcripts 9/8/14 Judge Salapa enroute."

29. In her request for relief, the Complainant again mentions the previous litigation regarding her overbilling concerns when she states "reimburse monies overbilled for the 62 months 1500.00 taken as of 9/8/14 – Judge Salapa."

30. Res judicata also requires the parties to the instant action be the same or stand in privity to the parties of the original action. Hopewell Estates, Inc. v. Kent, 435 Pa. Superior Ct. 471. 476,646 A.2d 1192 (1994). The parties in the most recent action are the

same as the 2014 complaint which was already dismissed. This matter is again initiated by Mia McGuire against PECO Energy.

31. As required by the fourth tenant of the doctrine of *res judicata*, the quality and capacity of the parties involved is the same as it was in 2014.

32. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing of, in its opinion, a hearing is not necessary to the public interest.

33. Here, the issues presented have all been litigated previously. Therefore, PECO Energy is entitled to judgment as a matter of law with respect to all of the allegations in the Complaint.

34. All of the allegations raised in the Complaint were previously raised by the Complainant in a former complaint and were dismissed.

35. For purposes of determining whether *res judicata* applies, the essential inquiry is whether the ultimate and controlling issues have been decided in a prior proceeding where the parties had an opportunity to appear and to be heard. Stevens Painton Corp. v. First State Ins. Co., 746 A.2d 649, 654 (Pa. Super. 2000) (emphasis added). The Complainant was provided with a hearing before ALJ Salapa who heard the merits of her Complaint. Additionally, she was represented by an attorney at the hearing who advocated on her behalf.

36. Because the present Complaint asserts the same factual and legal basis for relief as the dismissed 2014 Complaint, the Complainant is estopped from attempting to re-assert her claims here.

37. The doctrine of *res judicata* is meant to protect against just the type of re-litigation that the Complainant is attempting with her present formal Complaint. It is pointless and a

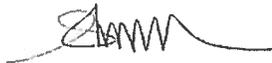
waste of the Commission's time and resources to permit the new Complaint to go forward with respect to any issues already raised in the earlier Complaint.

38. For the reasons set forth above, all of the Complainant's claims should be dismissed on the grounds of res judicata.

REQUEST FOR RELIEF

WHEREFORE, for the reasons set forth above, PECO Energy Company respectfully requests that your Honorable Commission summarily dismiss the Complainant's Complaint, and all issues which were raised in the 2014 Complaint at docket number F-2014-2427216.

Respectfully submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIA MCGUIRE

Complainant

v.

PECO ENERGY COMPANY

Respondent

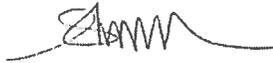
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DOCKET NO. C-2016-2547408

VERIFICATION

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: June 28, 2016



Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIA MCGUIRE

Complainant

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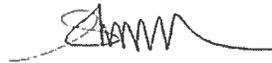
CERTIFICATE OF SERVICE

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

Mia McGuire
P.O. Box 63
Merion Station, PA 19066-0063

Administrative Law Judge Eranda Vero
Pennsylvania Public Utility Commission
801 Market Street, Suite 4063
Philadelphia, PA 19107

Dated at Philadelphia, Pennsylvania, June 28, 2016.



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

EXHIBIT “1”

Botak, Amy:(PECO)

From: eServe@pa.gov
Sent: Wednesday, May 25, 2016 4:01 PM
To: Lee, Shawane L.:(PECO)
Cc: Botak, Amy:(PECO)
Subject: [EXTERNAL] PA PUC eServe Notice

Importance: High

Dear Shawane L Lee,

A(n) **Formal Complaint** has been served in this proceeding. This document is docketed as **C-2016-2547408**.
You may view this document at

[Formal Complaint](#)

You are receiving this email because you are a(n) **Respondent** for this case and have agreed to be served electronically. By selecting electronic service (eService), you have agreed that this notification constitutes valid service. Electronic service of any and all documents will be in place of paper service.

Thank You,
Public Utility Commission
Commonwealth of Pennsylvania

** Please do not respond to this automatically generated email.*

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

RECEIVED

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

MAY 2 2016

To complete this form, please type or print legibly in ink.

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name MIA McQUIRE
Street/P.O. Box PO Box 63 Apt #
City MERIM ST State PA Zip 19066-0063
County Montgomery

Telephone Number(s) Where We Can Contact You During the Day:

(215) 967-1422 (home) (484) 557-8375 (mobile)

E-mail Address (optional): MEX@bluediamondenergy.com

Utility Account Number (from your bill) 38251 39118

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name MIA McQUIRE
Street/P.O. Box 519 W KING ST Apt A1
City Phila State PA Zip 19144

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PECO ENERGY

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC WASTEWATER/SEWER
 GAS TELEPHONE/TELECOMMUNICATIONS (local, long distance)
 WATER MOTOR CARRIER (e.g. taxi, moving company, limousine)
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them. SEE ATTACHED EXPLANATION
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain). OVERBILLING
TRANSCRIPTS 9/8/14 Judge Selva enroute

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

① SEE LETTER DATED 9/23/13 TO PECU REGARDING 3900 TERRACE STREET - NEED REFUND TO BE GIVEN TO MIA McGUIRE - OVER BILLED 62 MONTHS - MAIL FRAUD - 62 MONTHS X 10,000 PER MONTH ACT \$620,000 - ^{1,586.00} _{620,000} ³ ₂ FOR EACH MONTH

- ① Refund OVER BILLING to MISS McGUIRE
- ② PERMANENT meter read DATE - 15th of each month FOR LIFE FOR LIFE
- ③ Monitor meter reads - (computerized) and accordingly
- ④ Pay either amount owed to MISS McGUIRE \$620,000 or the amount in these - OR 2 = 1,240,000 - 3) 1,586,000
- ⑤ REIMBURSE months over billed for the 62 months 1500.00 TAKEN off 9/8/14 - Judge SELER - accordingly to 9/8/14 - OR PAY MISS McGUIRE ELECTRIC BILL FOR LIFE no matter where she lives + PECU is the supplier

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

EXACTLY

BALANCE THIS account
Electricity Miss McGuire from
meter B.I.I.

6. : Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO *would like one*

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

REFUSE to check tapes that clearly shows
Bill TAMPERING - I.E. SEE recent shut off notice
4/1/16 58.97 - AUG-2015 - SEPT 2015 - OVER BILLED
25.61 + 13.36 = 38.97 + 20.00 PUNISHES - + FES = 58.97 -
MADE to LOOK LIKE PART DUE amount - ADD 10,000 for each set
20,000 - MAIL FRAUD

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____
Street/P.O. Box _____
City _____ State _____ Zip _____
Area Code/Phone Number _____
E-mail Address (if known) _____
Request Hearing

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

PLEASE NOTE - Caregiver Mary Ann Suarez pays the bills and has been handling my account - HAVE DISABILITY with numbers - easily confused - SHE IS authorized to handle this matter for me

will be present at home hearing

Mia McGuire 4/18/16 Mary Ann Suarez 4/18/16
Mary Ann Suarez

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint must print or type their name on the line provided in the verification paragraph below and must sign and date this form in ink. If you do not sign the Formal Complaint, the PUC will not accept it.

Verification:

I MIA Mc Guire, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

MIA Mc Guire
(Signature of Complainant)

2/18/16
(Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification must be signed by an authorized officer or authorized employee. If the Formal Complaint is not signed by one of these individuals, the PUC will not accept it.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

NEW CASE # 3425030

~~XXXXXXXXXX~~

PERO ENERGY

~~XXXXXXXXXX~~

① 3900 Terrace Street

Bill Forgotten - Never had bill

see Letter from David Romine

recording said Bill Sept 23 - 2013

1 MAIL FRAUD - 2009 - 2010 - 62 months x 10,000 per act

② Allison - CELL RATE THE CRIM

LISTEN TO TAP MARCH 17 - 2016 - (I HAD A BILL

2006 - 2007 - CAP + BUDGET ALREADY

APPLIED. CHARGES OVER JULY 15,

2009 - TO 519 KING STREET

Bill was 39.10 - 15 DAYS AFTER

NUMBER 10 - Bill was sent.

B) HAD NO IDEA WHEN BILL STARTED

implies that Bill started in -

2010 - FEB when CAP RATE WAS

supposedly applied - Bill manipulated

C) Contradicted - Listen to recorded

TAPE - March 17 - 2016 - 11:00 AM - 11 AM

D) when asked if any charges

were applied to CAP RATE PROGRAM -

she said NO!

2

3) April 5 - 2016 10AM - 11AM -
Listed to recording machine -
stated that there was no collection
on this account -

4) spoke to the wife of Customer
Marianne - stated to me that
there was confusion applied to
this account - said that explanation
what Marie was talking about -
still insisted that he still used
bill to pay - Bill after

MI explained about manipulation
bill was set on acct. date 4/6/16

NEW CASE - Julie #

5) HAD evidence that...
if some manipulated several times
have some...
6) SHUT OFF notice \$58.47 - Aug - Sept bills 2015

117.00 - 89-82 2015 117.00 - Bill was 91.30 - PD 91.39 -
CURSOR 2501 - 84 82 - 76.46 - 2015 bill 13.38 -
39.97 - TOTAL ADD 200 - 507



Emergency and Repairs: 1-800-931-0101. This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment. For all other business, call 1-800-494-4600

Name: MIA MCGUIRE
 Account Number: 38251 39118
 Phone Number: 215-867-1422
 Service Address: ADT A.1, 519 KING ST, PHILADELPHIA

Billing Summary

Bill Date: 09/27/2015
 Thank you for your payment of \$151.85
 Charges from previous bill: \$1,161.85
 Late payment charge: \$36.44
 Total Other Charges: \$1,198.29

Current Period Charges

Electric: \$117.82
 Total New Charges: \$117.82
 Total Amount Due on 09/24/2015: ~~\$1,315.91~~

Do not owe (circled)

General Information

Next scheduled meter reading: October 2, 2015
 PECO, 2301 Market Street, Philadelphia, PA 19103 1300. If you have any questions or concerns, please call 1-800-494-4600 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4600 antes de la fecha de vencimiento.

Message Center

From PECO:
 New charges to your estimated total state taxes of \$6.16, including \$0.50 for State Gross Receipts Tax.
 Your electric price to compare is \$0.0849 per kWh. This may change in March, June, September and December. For more information and supplier offers visit www.PAPowerSwitch.com and www.oca.state.pa.us.

- Customer Self Service - Manage Your Account 24/7
- www.paco.com/online - Go paperless; receive and pay your bill
 - www.paco.com/mobile - Start, stop and transfer your service
 - www.paco.com/monitor - Save energy and money
 - Pay by phone with credit/debit card at 1-877-432-6384 (\$2.35 fee)

Handwritten notes:
 -25.61 (circled)
 OVER BILL
 91.30 PD aspen SVS
 MAIL FRAUD REP
 91.39 was paid
 How shut off notice came to BE

When paying in person, please bring the entire bill.

(continued on next page)



Return only this portion with your check made payable to PECO. Please write your account number on your check.

- Check here to credit to Power Pay automatic account debit and complete form on reverse side.
- Check here to pledge a donation to MEAF and complete form on reverse side.

To pay by phone call 1-877-432-6384. A convenience fee will apply.

38251 3911 80000 0000

2252 1 AV 0 388 2252002570001 25 010 01 020 010 134 09032015
 MIA MCGUIRE
 PO BOX 83
 MERION STATION PA 19066-0083

Account Number: 38251-39118
 Payment Receipt Start:

Payment Amount

Please pay this amount by 09/24/2015 \$1,315.91

00000117820000116165

382513911800013159152671315912

PECO - PAYMENT PROCESSING
 PO BOX 37628
 PHILADELPHIA PA 19101-0828





Emergency and Repairs: 1-800-691-1111. This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO equipment. For other business calls, 800-451-1030.

Name: MIA MCGUIRE
 Account Number: 38251-39118

Meter Information

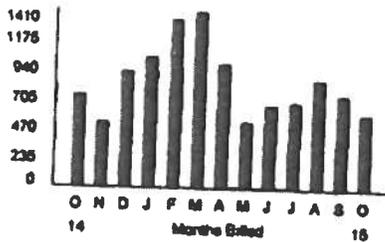
Read Date	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier	Usage
				Previous	Present			
09/30	121848881	General Service	Tot kWh	21879 Actual	22478 Actual	599	1	599
Total kWh Used		599						

Electric Residential Heating Service - Current Period Detail

Service 09/02/2015 to 09/30/2015 - 28 days

Customer charge				\$7.12
Distribution Charges				25.94
State Tax Adjustment				-0.09
North American Power and Gas Charges / 888-313-8086		599 kWh	X	\$0.04330
GENERATION 599 KWH @ 0.0949				
Total Current Charges				56.85
				\$89.82

13-Month Usage (Total kWh)



Your Usage Profile

Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	599	21.4	28	74
Last Month	731	23.0	30	79
Last Year	736	23.0	32	70
Avg kWh per Month				667
Total Annual kWh Usage				10,287

7 D 89 8.2
 76.46 +
 \$13.36

OVERBILL

MAIL FRAUD

Shopping Information Box

When shopping for a competitive electric/natural gas supplier, please provide the following:

Electric Rate: Electric Residential Heating Service

Account number: 38251-39118

Gas Rate:

If you are purchasing the energy you use from a competitive supplier, it is important to understand the terms of your contract and expiration date.

DO NOT MAIL THIS PORTION WITH YOUR PAYMENT

878-02-0003377-0000-0000748

PECO

TEN DAY SHUT OFF NOTICE
(AVISO DE SUSPENSIÓN DE SERVICIO EN 10 DÍAS)

Account Number: 2825420410
For Service To: 2101
Date Disputed: February 12, 2018

Next Due Amount: \$28.00
New Billing: \$178.23
Total Amount: \$206.23

Julia
Now \$50.30

Your Electric Service Could Be Shut Off

Because you are in past due, we will shut off the service to April 1st at or after 6:00 a.m. on April 1st, 2018. If this date is a Friday, the service shut-off will occur on the next business day.

Fabricated Shut-off Notice

- Pay \$58.97 in full before April 1st, 2018. This includes any amount you owe on your payment plan.
- Pay the catch up amount on your agreement if it has defaulted. Call 1-888-480-1533 for the amount.
- You may be eligible for a payment agreement or social assistance programs. Call 1-888-480-1533 right away if
- To talk about your bill, please call our office at 1-888-480-1533.

WE MUST RECEIVE YOUR PAYMENT BEFORE THE SHUT-OFF DATE. WE WILL NOT ACCEPT PAYMENTS BY YOUR AGREEMENT.

What services are:

• Next Due Amount of	\$28.00
• Unpaid fees late charges of	\$25.61
• Agreement Defaulted Balance	\$13.36
Total	\$66.97

58.97 *25.61* *20.00*
13.36 *add'l*
38.97 *since*
20.00 *2015*
58.97 *FINES*
Pen-
Fees

MEDICAL EMERGENCY NOTICE

Let us know if you or anyone presently and normally living in your home is seriously ill. WE

and in writing that such an illness exists and that it may be aggravated if your service is shut

HEAR Tap
2015
Sept
Sept
Sept

See other side for more information

04EXE103592



Emergency and Repair: 1-800-571-4141. This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO equipment. For all other business, call 1-800-494-4000.

MIA MCGUIRE
PO BOX 63
MERION STATION PA 19066-0063

1-800-494-4000

7 a.m. - 7 p.m. Mon - Fri

Account Number: 3825139118
Date: September 29, 2014
Service Address:

519 KING ST

Your bill is past due

You have not paid the \$135.25 on your bill. Your service will continue to run, but you pay this amount, we will continue to add late payment charges.

To avoid additional late payment charges, please pay a few days, please ignore this letter.

We have several programs that could help you manage your bill:

- budget billing to even out the cost of monthly bills
- payment arrangements to help you pay off past due bills

We are here to help...

Contact us at 1-888-480-1533 to discuss your account.

now \$135.25 See back for more info.
Not on Bill

Return only this section with your check made payable to PECO. Please do not mail this section to PECO.



Corporate had no IDEA what fees were

To pay by phone call
1-877-432-9384

0000710 01AT0413 AUTO 312137 13000-000000 C01-P00710-4

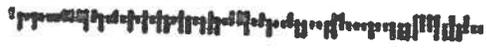
MIA MCGUIRE
PO BOX 63
MERTON STATION PA 19066-0063

ACCOUNT NUMBER
38251-39118

Payment Receipt Stamp

Please pay this

PO BOX 13339
MERTON STATION PA 19063-0339



The Romine Law Firm LLC
1725 Spruce Street
Philadelphia, PA 19103
215-495-4585
rominelawfirm@gmail.com

David Romine
Member

September 23, 2013

PECO
3301 Market Street
Philadelphia, PA 19103-1380

Re: Mia McGuire - account # 38251-39118

Dear Sir/Madam,

I represent Ms. Mia McGuire, whose address is 519 West King Street in Philadelphia. I understand that PECO has been billing Ms. McGuire in excess of the amounts actually incurred for her monthly electricity use. I also understand that the reason for this practice is that PECO is trying to recover payments from supposedly unpaid bills at a former address of Ms. McGuire's, 3900 Terrace Street.

Ms. McGuire's rent payments at 3900 Terrace Street included utilities, including electricity. Therefore, PECO has no contractual right to bill Ms. McGuire for any amounts it may not have recovered from electricity usage at that address. Therefore, on behalf of Ms. McGuire I demand that PECO:

- 1) stop all attempts to recover from Ms. McGuire any unpaid bills from 3900 Terrace Street, including sending "shut off" notices;
- 2) stop billing Ms. McGuire for any unpaid bills from 3900 Terrace Street; and,
- 3) refund immediately to Ms. McGuire any amounts collected in excess of the charges for electricity actually used at 519 West King Street.

If you have any questions, please contact me.

Narberth office:

122 Chestnut Avenue
Narberth, PA 19072
610-613-1808

PECO
September 23, 2013

Sincerely,
The Romine Law Firm LLC

David Romine

David Romine

DER/der

cc: Ms. Mia McGuire ✓

Name: MIA MCGUIRE
Service Address: 3900 TERRACE ST, APT#3, PHILADELPHIA
Phone Number: 215-327-2720
Account Number: 07254-00400
Issue Date: 12/17/2007

General Information

Next scheduled meter reading: January 2, 2008
Payment Information: PECO Energy, 2301 Market St, Philadelphia, PA, 19101, walk-in business hours Monday through Friday 8:30AM to 5:00PM. For additional payment options, go to www.peco.com/ehome. If you have any questions or concerns, please call 1-800-494-4000 before the due date.
To pay by phone, call 1-877-432-9384. (A convenience fee will apply.)
Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

Meter Information

Read Date	Meter Number	Load Type	Reading Type	Meter Reading Previous	Meter Reading Present	Diff	Rate X	Usage
12/14	107372487	General Service	Tot kWh	20695 ACT	20900 ACT	205	1	205
Total kWh Used								205

Current Period

<u>Electric Residential Service</u>		Service 11/28/2007 to 12/14/2007 - 16 Days	
Customer charge			\$2.76
Generation Charges	205 kWh	X \$0.06490	13.30
Transmission Charges	205 kWh	X 0.00550	1.13
Distribution Charges	205 kWh	X 0.04760	9.76
Transition Charges	205 kWh	X 0.03030	6.21
State Tax Adjustment			-0.06
Total current charges			\$33.10

Other Basic Charges

Deferred payment agreement		\$148.91
Total other charges		\$148.91
Total amount due		\$182.01

When paying in person, please bring the entire bill.



Return only this portion with your check made payable to PECO. Please write your account number on your check.

- Check here to report a meter for automatic account debit and complete form on reverse side.
- Check here to pledge a donation to REEF and complete form on reverse side.

To pay by phone call 1-877-432-9384. A convenience fee will apply.

07254 0040 00000 0000

22588 1 AT 0.334
MIA MCGUIRE
MERION STATION, PA 19066-0063

*Fabricated
6 months
after we
Left*

Account Number 07254 00400 Payment Receipt Stamp

Payment Amount

Please pay this amount by 01/17/2008 \$182.01

0000003310000000000000

PECO ENERGY - PAYMENT PROCESSING
PO BOX 32823
PHILADELPHIA, PA 19101

0725400400000001820180170182016



Page 2

Name: MIA MCGUIRE
Service Address: 3900 TERRACE ST, APT#3, PHILADELPHIA
Phone Number: 215-327-2720
Account Number: 07254-00400
Issue Date: 12/17/2007

Message Center

New charges contain estimated total state taxes of \$4.30, including \$1.99 for State Gross Receipts Tax. PECO Energy's new charges contain \$4.42 Intangible Transition Charges.

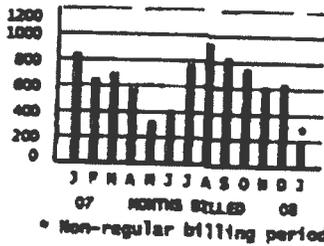
Thank you. It's not always easy to make sure that bills are paid on time each month. Sometimes you might wonder whether its worth the trouble or whether anyone even notices that you're a good paying customer. We notice and we thank you for your excellent payment record.

*** Final Bill ***

To learn more about the new bill format, please visit www.pecoservice.com.
Late payment charges will continue until bill is paid.

Your Usage Profile

Electric Residential Service
13-Month Usage (Total kWh)



Month Billed	Avg Daily Usage	Avg Daily Temp
Current Month	12.8	37
Last Month	20.5	47
Last Year	24.8	45
Avg kWh per Month		617
Total Annual kWh Usage		7410

Property seized By Fed Govt
FOR TAX EVASION - HAD NO
Account with PECO DURING
this time SEE LETTER DATED
9/23/13 - Elec was
included in Rent.

DO NOT MAIL THIS PORTION WITH YOUR PAYMENT

Name: MIA MCGUIRE
 Account Number: 38261-39118

Account Information

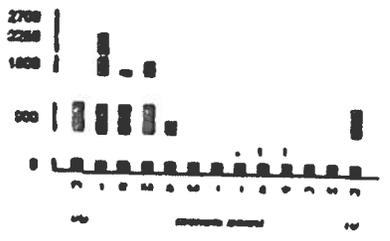
12/01	105302085	General Service	Tot kWh	21878 Actual	22811 Actual	1135	1135
-------	-----------	-----------------	---------	--------------	--------------	------	------

Electric Residential Heating Service CAP Opt - Current Period Usage Service (12/21/2010 to 12/31/2010) - 34 days

Generation Charges	660 kWh	X	\$0.06700	43.55
Transmission Charges	660 kWh	A	0.00000	0.00
Distribution Charges	660 kWh	X	0.03520	22.98
Transition Charges	486 kWh	X	0.02380	11.54
Transition Charges	660 kWh	X	0.00280	1.82
Transition Charges	486 kWh	X	0.00170	0.83

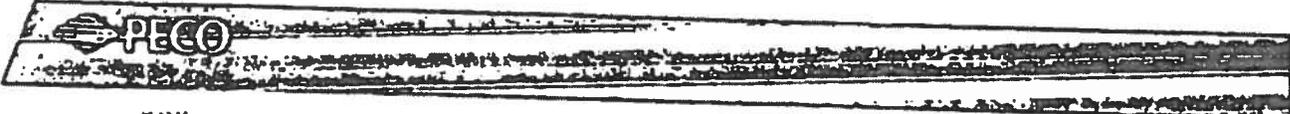
Your Electric CAP service this month is \$90.40

13-Month Usage (Total kWh)



Your Heating Profile

Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	1,135	33.3	34	48
Last Year	1,284	35.1	37	51
Total Annual kWh Usage				11,333



UTILITY SHUT OFF NOTICE
(AVISO DE DESCONEXION)

Julia

For Service To: APT A-1

Past Due Amt: \$38.97

Total Amount: \$237.22

Because your bill is past due, we will shut off the service on 01/21/10, or soon after, the next business day.

We will NOT shut off your electric/gas service if you do any of the following:

- This notice is effective for 60 days.
- Pay the past due amount.
- Provide us a paid receipt for the past due amount.
- Provide us with household income and asset information.

WE MUST RECEIVE YOUR PAYMENT BEFORE WE SHUT OFF SERVICE

When you turn service on, you may have to pay all of the following before we can turn service on:

- Deposit Past Due Amount of \$38.97
- Total \$237.22

25.61
13.36
38.97
58.97

If your service is shut off, you may be required to pay any additional bills that have been billed to you. If you have a balance owed, you will have to pay a Reconnecting Charge of \$25.00. You may also be required to pay a deposit based on your average monthly usage.

FABRICATED - MADE UP TO LOOK LIKE I OWE MONEY + DISPUTED

Let us know if you or anyone in your household is unable to pay this bill during such an illness provided you:

and in writing that such an illness exists and that you are unable to pay this bill.

2. Make arrangements to pay this bill. You must provide us with household income and occupant information to determine your payment terms while prohibited from making any other arrangements.

4/25/16

PECO Energy
WUC
- ~~representing~~ PECO

New Case # 3425030

LET ME BE CLEAR

The case # ABOVE is to be included in this formal complaint - The FABRICATED shut off notice is enclosed

LAWYER RESPONSE -
No. The Bill is fine

Sept 8, 2014 - Judge Selph ruled the following - according to transcripts -

see end of Transcripts -

"TATES TATES - NO - NO - CONTINUE paying the bill as you HAVE BEEN and don't worry about the rest." You had me believing that they were not paying the bill

UNITED STATES POSTAL SERVICE

11094017

P

US POSTAGE PAID
\$6.45

PRESS FIRMLY TO SEAL

PRIORITY MAIL
POSTAGE REQUIRED

Origin ZIP
Destination ZIP
0 LB 8.19 Oz
May 02, 10
95055000-00

1006

PRIORITY MAIL [®]2-Day

Expected Delivery Day: 05/04/2010

USPS TRACKING NUMBER



9305 5184 3301 6123 0143 71

FRC

PRIORITY
★ MAIL ★



VISIT US AT USPS.COM
ORDER FREE SUPPLIES ONLINE

FROM:

*Don
Rafferty/McCune
POB 11113
MS 21115, D. RAFFERTY*

MAIL PRIORITY MAIL
PRIORITY MAIL
PF

TO:

*SECRETARY
PUC
400 North Street
Harrisburg, CA 17120*

Label 228, July 2009

FOR DOMESTIC AND INTERNATIONAL USE

EXHIBIT “2”



PENNSYLVANIA
PUBLIC UTILITY COMMISSION

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eFiling Successfully Transmitted



Your filing has been electronically received. Upon review of the filing for conformance with the Commission's filing requirements, a notice will be issued acknowledging such compliance and assigning a Docket Number. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

Print this page for your records. The date filed on will be the current day if the filing occurs on a business day before or at 4:30 PM Harrisburg, PA time. It will be the next business day if the filing occurs after 4:30 PM Harrisburg, PA time or on weekends or holidays.

If your filing exceeds 250 pages, you are required to submit one paper copy of the filing within 3 business days of submitting the electronic filing. This paper copy can be mailed to: Secretary, Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North Street, 2nd Floor, Harrisburg, PA 17120 . Please print a copy of this page and attach it to the paper copy of your filing as the first page.

eFiling Confirmation	
Docket Number:	C-2016-2547408
Description:	Mia McGuire - PECO Energy Company Answer to Complaint with New Matter
Transmission Date:	6/2/2016 11:35:10 AM
Filed On:	6/2/2016 11:35:10 AM
eFiling Confirmation Number:	1636229

Uploaded File List

File Name	Document Class	Document Type
Mia McGuire - Answer to Formal Complaint.pdf	Communication	Answer to Formal Complaint

2



An Exelon Company

Legal Department
2301 Market Street / S23-1
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

June 2, 2016

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

RE: Mia McGuire v. PECO Energy Company
PUC Docket No.: C-2016-2547408

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy's Answer to the Formal Complaint*. At this time, we are requesting an in-person hearing.

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 horizontal flourish extending to the right.

Shawane Lee
Counsel for PECO Energy Company

SL/ab
Enclosure

cc: Scheduling Recommendation: In Person Hearing

PENNSYLVANIA PUBLIC UTILITY COMMISSION

MIA MCGUIRE

Complainant

v.

PECO ENERGY COMPANY

Respondent

:
:
:
:
:
:
:
:
:

DOCKET NO. C-2016-2547408

NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed NEW MATTER of PECO Energy Company within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to NEW MATTER, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane L. Lee, and where applicable, the Administrative Law Judge presiding over the issue.

File with:

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

With a copy to:

Shawane L. Lee, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, June 2, 2016.



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19101-8699
215-841-6863
Shawane.lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIA MCGUIRE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2016-2547408
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

On May 25, 2016, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by Mia McGuire (hereafter "Complainant") in the above captioned docket.

Pursuant to 52 Pa. Code § 5.61, PECO responds to the Complaint and states:

1. Admitted.
2. Admitted.
3. Admitted.

4. Unless specifically admitted herein, PECO Energy denies all material allegations of fact and conclusions of law in the instant Complaint. In her formal complaint, the Complainant states that she is being overcharged. The Complainant requests that all fines, penalties and late fees be removed from her bill. The Complainant claims overbilling and requests a refund. PECO Energy avers that the Complainant's billing is correct and the Complainant is harassing the company with this third formal complaint. Further, the Complainant's billing claims are res judicata.

PECO Energy's records reveal that the Complainant established an account for electric service at 519 King Street, Apartment A-1, Philadelphia, PA 19144 under account number 38251-39118. See Account Activity Statement, attached hereto as Exhibit "1". The Complainant was enrolled in PECO Energy's Customer Assistance Program ("CAP") on November 9, 2005, under Tier E1 at a former address. She remained in the program and her CAP status transferred to her current address. The Complainant recertified in the CAP program on March 12, 2014. The Complainant was removed from the program on August 27, 2015 at her request.

On March 24, 2014, the Complainant filed an informal complaint with the Bureau of Consumer Services at case number 003210659, disputing a \$802.00 balance and stating that her apartment is weather efficient. The Complainant requested that her bill be adjusted to her actual usage. See Case Details Report #003210659, attached hereto as Exhibit "2". On April 9, 2014, a high bill field technician went to the Complainant's residence to conduct an investigation but the Complainant did not keep the appointment. On May 9, 2014, a high bill field technician went back to the Complainant's premises to conduct a field investigation. The technician performed an appliance analysis at the property and found that the usage was inline. The technician performed passing load tests and determined there was no foreign wiring or problems with the meter. The technician determined that the billing was correct, the wiring and meter registration were good and the Complainant had the potential to use the service billed.

On May 8, 2014, the BCS issued a Decision Report, dismissing the Complainant's informal complaint as follows:

THE BILLS ARE CONSIDERED CORRECT AS RENDERED.
THE CUSTOMER'S USAGE INCREASES SOME IN THE
WINTER, WHICH IS LIKELY DUE TO ELECTRIC HEAT.

THE CUSTOMER'S USAGE THIS WINTER IS ALMOST EXACTLY THE SAME AS IT WAS LAST WINTER. THE CUSTOMER CAN PAY A SMALL FEE TO HAVE THE METER TESTED. IF A METER TEST PROVES THAT THE METER IS INACCURATE, THE COMPANY WILL ADJUST THE BILLS ACCORDINGLY. THE PUC CANNOT MAKE THE COMPANY ADJUST THE BILLS JUST BECAUSE THE CUSTOMER FEELS THEY ARE TOO HIGH.

See BCS Decision Report #003210659 attached hereto as Exhibit "3".

On June 9, 2014, the Complainant filed a formal complaint at docket number F-2014-2427216, disputing her bills and the late payment charges assessed to her account. The Complainant also disputed a balance. On September 26, 2014, Administrative Law Judge David A. Salapa, issued an Initial Decision, dismissing the Complainant's formal complaint and determined that she had been properly billed. The Commission issued a Final Order adopting ALJ Salapa's Initial Decision on November 12, 2014. See Initial Decision, attached hereto as Exhibit "4".

The Complainant filed another formal complaint at docket number C-2015-2503971. The hearing initially convened before Administrative Law Judge Conrad Johnson. However, during the hearing, the Complainant's friend Mary Ann Suarez insisted on speaking and testifying on behalf of the Complainant. See Attached Transcript, attached hereto as Exhibit "5". PECO requested an in person hearing, which was scheduled before Administrative Law Judge Angela T. Jones. The Complainant failed to show up for the hearing. ALJ Jones issued an Initial Decision on April 8, 2016, dismissing the Complainant's case for failure to prosecute. The Commission has not yet issued a Final Order.

The Complainant's balance is \$1,336.19. The balance is comprised of \$1,198.09 of CAP arrears. See Exhibit "1". Accordingly, the Complainant is not entitled to a PUC ordered

payment agreement as her entire balance is comprised of CAP arrears. 66 Pa.C.S. § 1405(c) provides that, “(c)ustomer assistance program rates shall be timely paid and shall not be the subject of payment agreements negotiated or approved by the commission.” PECO Energy additionally avers that the Complainant’s bills are correct as rendered. To the extent the Complainant is attempting to re-litigate the complaint she filed at docket number F-2014-2427216 regarding her billing from July 2009 through July 2014, this billing has already been heard, reviewed and decided; and therefore, these claims are res judicata and should be precluded at hearing.

To the extent this matter proceeds to hearing, because of the credibility issues experienced with Ms. Suarez testifying instead of the Complainant, PECO REQUESTS AN IN PERSON HEARING FOR THIS MATTER.

5. Denied.

6. Admitted

7. Admitted.

8. PECO Energy neither admits nor denies the allegations in paragraph 8. PECO is without knowledge or information sufficient to form a belief as to the truth of this averment and, therefore, such allegation is deemed denied.

9. Paragraph 9 is a Verification and Signature to which no response is required.

10. Paragraph 10 contains information regarding Filing, to which no response is required.

NEW MATTER OF RESPONDENT, PECO ENERGY COMPANY

PECO Energy Company ("PECO Energy"), pursuant to 52 Pa. Code § 5.62(b), further responds to the Complaint and states:

11. PECO incorporates by reference responses contained in Paragraphs 1 through 10 above as though fully set forth at length.

12. This is the Complainant's third formal complaint against PECO Energy for the same service address (519 West King Street, Apartment A1, Philadelphia, PA), in which the Complainant disputes her billing, balance, late payment charges and the same meter.

13. The Complainant filed a formal complaint docketed at F-2014-2427216. In that Complaint, she alleged that PECO overbilled her for service and complained of high bills. See Formal Complaint, F-2014-2427216. The Complainant requested that the Commission order PECO to refund her for all charges.

14. On September 8, 2014, the issues raised in the formal complaint were heard before Administrative Law Judge David A. Salapa. The Complainant was represented by attorney David Romine, Esquire at the hearing.

15. ALJ Salapa issued an Initial Decision on September 26, 2014, dismissing the Complainant's Complaint. See Mia McGuire v. PECO, F-2014-2427216 (Initial Decision entered September 26, 2014).

16. In that Decision ALJ Salapa addressed her billing, high bill and meter concerns and determined that the Complainant failed to establish that PECO overbilled her:

17. On November 12, 2014, the Pennsylvania Public Utility Commission issued a Final Order, adopting ALJ Salapa's Initial Decision. See Mia McGuire v. PECO, F-2014-2427216 (Final Order entered September 26, 2014).

18. All of the allegations in the current formal complaint should be dismissed on the grounds of res judicata.

19. The doctrine of res judicata reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court of competent jurisdiction. For the doctrine to prevail four conditions must be met:

- (1) Identity of issues;
- (2) Identity of causes of action;
- (3) Identity of persons and parties to the action; and
- (4) Identity of the quality and capacity of the parties suing or sued.

Day v. Volkswagenwerk Aktiengesellschaft, 318 Pa. Superior Ct. 255, 474 A.2d 1313, 1316, 1317 (1983).

20. In the present case all four elements of res judicata are met. Clearly, the parties are identical in both Complaints. The thing sued upon is identical in both Complaints. Both the current formal complaint and the 2014 Complaint relate to overbilling allegations, meter concerns and late payment charges for the service address 519 West King Street, Philadelphia, PA. Indeed, the Complainant makes reference to ALJ Salapa's decision regarding overbilling by stating "Transcript 9/8/14 Judge Salapa" in her current complaint. The cause of action is identical. Finally, the quality and capacity of the parties is identical in both Complaints. The Complainant is the electric customer in both Complaints, and PECO is the public utility providing service to the Complainant.

21. The Commission entered an Order dismissing the Complainant's previous Complaint as a matter of law, with prejudice, and such dismissal prevents the re-filing of the Complaint. With her new Complaint, the Complainant has ignored the Commission's clear dismissal Order and has attempted to re-file her Complaint.

22. For purposes of determining whether res judicata applies, the essential inquiry is whether the ultimate and controlling issues have been decided in a prior proceeding where the parties had an opportunity to appear and to be heard. Stevens Painton Corp. v. First State Ins. Co., 746 A.2d 649, 654 (Pa. Super. 2000) (emphasis added). The Complainant was provided with a hearing and was represented by counsel before ALJ Salapa who heard the merits of her Complaint.

23. Because the present complaint asserts the same factual and legal basis for relief as the dismissed 2014 Complaint, the Complainant is estopped from attempting to re-assert her claims here.

24. Accordingly, the Complainant's Complaint should be dismissed pursuant to the doctrine of res judicata.

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant Complaint.

Respectfully Submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIA MCGUIRE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2016-2547408
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

VERIFICATION

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: June 2, 2016



Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MIA MCGUIRE	:	
	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2016-2547408
	:	
PECO ENERGY COMPANY	:	
	:	
Respondent	:	

CERTIFICATE OF SERVICE

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

Mia McGuire
519 West King Street, Apartment A-1
Philadelphia, PA 19144

Dated at Philadelphia, Pennsylvania, June 2, 2016



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

EXHIBIT “1”

Account Number: 3825139118
 Account Name: MIA MCGUIRE
 Account Status: ACTIVE
 Account Initiated:

Service Address:
 APT A-1 519 KING ST
 PHILADELPHIA, PA 19144

Mail To:
 MIA MCGUIRE
 PO BOX 63
 MERION STATION, PA 19066

Current Bill: \$95.09
 Billed Prior: \$1,241.39
 Balance Due: \$1,336.19
 Credit Amount: \$0.00
 Deposit Requested: \$0.00
 Deposit On-Hand: \$0.00
 CAP Pre-program Arrears: \$0.00
 Payment Agreement Balance: \$0.00

Account Balance: \$1,336.19

Rates:
 SUPPLIER ELECTRIC RESIDENTIAL HEATING SERVICE

Account Transaction Activity 6/1/16

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
12/15/2011	CAP IPAF	PAYMENT AGREEMENT (\$316.66 INSTALLMENTS)												\$1,000.00		
06/01/2012	BUDGET BILLING								\$127.00							
06/04/2012	DEFERRED PAYMENT AGREEMENT								\$112.00							
06/04/2012	DEFERRED PAYMENT AGREEMENT								\$14.43							
06/18/2012	ELECTRIC SERVICE		05/03/2012 - 06/03/2012	38666	ACTUAL	105362695	477	0	\$75.23	\$0.00	\$125.72	\$125.72	06/26/2012	\$155.86		\$30.14
Jun 2012	End of Month Balance								\$127.00							
07/05/2012	BUDGET BILLING	EXCESS CREDIT							-\$1.28							
07/05/2012	DEFERRED PAYMENT AGREEMENT								\$112.00							
07/05/2012	DEFERRED PAYMENT AGREEMENT								\$14.43							
07/05/2012	ELECTRIC SERVICE		06/03/2012 - 06/29/2012	39174	ACTUAL	105362695	508	0	\$81.93	\$0.00	\$125.15	\$125.15	07/27/2012	\$125.22		\$0.07
07/16/2012	BUDGET BILLING	PAYMENT							-\$126.00							
08/03/2012	DEFERRED PAYMENT AGREEMENT								\$112.00							
08/03/2012	ELECTRIC SERVICE		06/29/2012 - 08/02/2012	40136	ACTUAL	105362695	962	0	\$151.14	\$0.00	\$125.58	\$125.58	08/27/2012	\$164.79		\$39.21
08/09/2012	ELECTRIC SERVICE	LIHEAP PAYMENT							-\$135.00							
08/13/2012	BUDGET BILLING	PAYMENT							-\$85.00							
09/04/2012	DEFERRED PAYMENT AGREEMENT								\$112.00							
09/04/2012	ELECTRIC SERVICE		08/02/2012 - 08/31/2012	40964	ACTUAL	105362695	828	0	\$130.71	\$0.00	\$32.01	\$32.01	09/26/2012	\$89.93		\$57.92
09/18/2012	BUDGET BILLING	PAYMENT							-\$35.00							
10/03/2012	DEFERRED PAYMENT AGREEMENT								\$112.00							
10/03/2012	ELECTRIC SERVICE		08/31/2012 - 10/02/2012	41643	ACTUAL	105362695	679	0	\$104.78	\$0.00	\$123.44	\$123.44	10/25/2012	\$174.14		\$50.70
10/30/2012	BILL OUT DPA								\$750.56							
10/30/2012	LATE PAYMENT CHARGE								\$14.43							
10/30/2012	LATE PAYMENT CHARGE								\$1.86							
10/31/2012	BAL								\$34.73							
10/31/2012	PAYMENT AGREEMENT								-\$750.56							
10/31/2012	BUDGET BILLING	PAYMENT							-\$124.00							
10/31/2012	ELECTRIC SERVICE		10/02/2012 - 10/30/2012	42041	ACTUAL	105362695	398	0	\$112.00	\$1.30	\$112.00	\$113.30	11/26/2012	\$117.47	132	\$4.17

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
12/03/2012	BUDGET BILLING	PAYMENT							\$-113.30							
12/03/2012	DEFERRED PAYMENT AGREEMENT								\$112.00							
12/03/2012	ELECTRIC SERVICE		10/30/2012 - 12/01/2012	43072	ACTUAL	105362695	1031	0	\$14.43	\$0.00	\$126.43	\$126.43	12/26/2012	\$166.71	666	\$40.28
12/31/2012	BILL OUT DPA								\$736.13							
12/31/2012	LATE PAYMENT CHARGE-BAL								\$1.86							
Dec 2012	End of Year Balance													\$902.84		
01/02/2013		PAYMENT														
01/02/2013	AGREEMENT															
01/02/2013	LATE PAYMENT CHARGE															
01/02/2013	AGREEMENT															
01/02/2013	BUDGET BILLING															
01/07/2013	ELECTRIC SERVICE		12/01/2012 - 01/04/2013	44233	ACTUAL	105362695	1161	0	\$119.00	\$0.00	\$119.00	\$119.00	01/29/2013	\$197.56	780	\$78.56
01/31/2013	BUDGET BILLING															
01/31/2013	DEFERRED PAYMENT															
02/05/2013	AGREEMENT															
02/05/2013	ELECTRIC SERVICE		01/04/2013 - 02/02/2013	45587	ACTUAL	105362695	1354	0	\$14.36	\$0.00	\$132.36	\$132.36	02/27/2013	\$274.17	821	\$141.81
03/01/2013	BILL OUT DPA															
03/01/2013	LATE PAYMENT CHARGE															
03/01/2013	AGREEMENT															
03/05/2013	BUDGET BILLING															
03/06/2013	ELECTRIC SERVICE		02/02/2013 - 03/05/2013	47103	ACTUAL	105362695	1516	0	\$119.00	\$729.09	\$119.00	\$848.09	03/28/2013	\$1,074.09	906	\$226.00
03/07/2013	PAYMENT															
04/05/2013	AGREEMENT(NEW)															
04/05/2013	BUDGET BILLING															
04/05/2013	DEFERRED PAYMENT															
04/05/2013	AGREEMENT															
04/05/2013	ELECTRIC SERVICE		03/05/2013 - 04/04/2013	48223	ACTUAL	105362695	1120	0	\$16.96	\$0.00	\$135.96	\$135.96	04/29/2013	\$405.17	689	\$269.21
05/03/2013	BUDGET BILLING															
05/03/2013	DEFERRED PAYMENT															
05/03/2013	AGREEMENT															
05/03/2013	ELECTRIC SERVICE		04/04/2013 - 05/02/2013	48670	ACTUAL	105362695	447	0	\$16.96	\$0.00	\$166.92	\$166.92	05/28/2013	\$355.12	249	\$188.20
05/23/2013	BUDGET BILLING															
05/23/2013	DEFERRED PAYMENT															
05/23/2013	AGREEMENT															
05/31/2013	BUDGET BILLING															
06/04/2013	DEFERRED PAYMENT															
06/04/2013	AGREEMENT															
06/04/2013	ELECTRIC SERVICE		05/02/2013 - 06/03/2013	49120	ACTUAL	105362695	450	0	\$16.96	\$0.00	\$156.96	\$156.96	06/26/2013	\$259.67		\$102.71
07/01/2013	BILL OUT DPA															
07/02/2013	LATE PAYMENT CHARGE															
07/05/2013	BUDGET BILLING															
07/05/2013	AGREEMENT															
07/05/2013	ELECTRIC SERVICE		06/03/2013 - 07/03/2013	49825	ACTUAL	105362695	705	0	\$13.98	\$899.15	\$150.00	\$1,049.15	07/29/2013	\$1,112.55		\$63.40
07/26/2013	RECONNECT FEE - CUT-OUT NON-PAY															
07/29/2013	TRANSFER CREDIT															

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total balance	Heating Degree Days	Budget Bill Deferred Amt
08/05/2013	BUDGET BILLING								\$150.00							
08/05/2013	LATE PAYMENT CHARGE								\$15.19							
08/05/2013	RECONNECT FEE - CUT-OUT NON-PAY								\$75.00							
08/05/2013	ELECTRIC SERVICE		07/03/2013 - 07/23/2013	50440	ACTUAL	105362695	615		\$127.16	\$1,064.34	\$225.00	\$1,289.34	08/27/2013	\$1,329.90		\$40.56
08/05/2013	ELECTRIC SERVICE		07/23/2013 - 08/02/2013	202	ACTUAL	121846861	202		\$127.16	\$1,064.34	\$225.00	\$1,289.34	08/27/2013	\$1,329.90		\$40.56
08/21/2013	BUDGET BILLING	PAYMENT							-\$127.16							
09/03/2013	BUDGET BILLING								\$130.00							
09/03/2013	ELECTRIC SERVICE		08/02/2013 - 09/01/2013	999	ACTUAL	121846861	797	0	\$130.11	\$1,162.18	\$130.00	\$1,292.18	09/25/2013	\$1,332.85		\$40.67
09/04/2013	LATE PAYMENT CHARGE								\$16.66							
09/17/2013	LATE PAYMENT CHARGE	PAYMENT							-\$80.00							
10/01/2013	LATE PAYMENT CHARGE								\$17.41							
10/03/2013	BUDGET BILLING								\$117.00							
10/03/2013	ELECTRIC SERVICE		09/01/2013 - 10/01/2013	1579	ACTUAL	121846861	580	0	\$85.38	\$1,246.25	\$117.00	\$1,363.25	10/25/2013	\$1,372.30		\$9.05
10/11/2013	BUDGET BILLING	LIHEAP PAYMENT							-\$400.00							
10/14/2013	ELECTRIC SERVICE	PAYMENT							\$40.14							
10/31/2013	BUDGET BILLING	AGREEMENT(NEW)							-\$963.25							
10/31/2013	DEFERRED PAYMENT								\$117.00							
10/31/2013	ELECTRIC SERVICE		10/01/2013 - 10/30/2013	2006	ACTUAL	121846861	427	0	\$64.72	\$0.00	\$157.14	\$157.14	11/22/2013	\$113.91	131	-\$43.23
11/07/2013	BUDGET BILLING	LIHEAP PAYMENT							-\$200.00							
11/27/2013	BUDGET BILLING								\$117.00							
11/27/2013	DEFERRED PAYMENT								\$40.14							
11/27/2013	ELECTRIC SERVICE		10/30/2013 - 11/27/2013	2668	ACTUAL	121846861	662	0	\$99.24	\$0.00	\$114.28	\$114.28	12/23/2013	\$53.29	487	-\$60.99
12/30/2013	BILL OUT DPA								\$882.97							
12/30/2013	LATE PAYMENT CHARGE								\$0.80							
12/31/2013	BUDGET BILLING	PAYMENT							-\$882.97							
12/31/2013	AGREEMENT								-\$115.00							
12/31/2013	End of Year Balance								\$116.00							\$822.06
01/03/2014	BUDGET BILLING								\$116.00							
01/03/2014	DEFERRED PAYMENT								\$40.14							
01/03/2014	AGREEMENT								\$184.32	\$0.08	\$156.14	\$156.22	01/27/2014	\$163.55	953	\$7.33
01/03/2014	ELECTRIC SERVICE		11/27/2013 - 01/02/2014	3956	ACTUAL	121846861	1288	0	\$842.83							
02/03/2014	BILL OUT DPA								\$2.34							
02/03/2014	LATE PAYMENT CHARGE								\$842.83							
02/04/2014	LATE PAYMENT CHARGE	PAYMENT							-\$842.83							
02/04/2014	AGREEMENT								-\$157.22							
02/04/2014	BUDGET BILLING	PAYMENT							\$116.00							
02/04/2014	ELECTRIC SERVICE		01/02/2014 - 02/03/2014	5454	ACTUAL	121846861	1498	0	\$213.22	\$1.34	\$116.00	\$117.34	02/26/2014	\$221.89	1,140	\$104.55
03/04/2014	BUDGET BILLING	PAYMENT							-\$117.34							
03/07/2014	BUDGET BILLING								\$116.00							
03/07/2014	DEFERRED PAYMENT								\$40.13							
03/07/2014	AGREEMENT								\$200.67	\$0.00	\$156.13	\$156.13	03/31/2014	\$345.35	1,060	\$189.22
03/07/2014	ELECTRIC SERVICE		02/03/2014 - 03/06/2014	6971	ACTUAL	121846861	1517	0	\$200.67							

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
04/02/2014	BUDGET BILLING								\$142.00							
04/02/2014	DEFERRED PAYMENT AGREEMENT								\$40.13							
04/02/2014	ELECTRIC SERVICE		03/06/2014 - 04/02/2014	7855	ACTUAL	121846861	884	0	\$120.80	\$156.13	\$182.13	\$338.26	04/24/2014	\$506.28	639	\$168.02
04/07/2014	BILL OUT DPA	PAYMENT							-\$117.00							
05/01/2014	BUDGET BILLING								\$762.57							
05/01/2014	ELECTRIC SERVICE		04/02/2014 - 05/01/2014	8346	ACTUAL	121846861	491	0	\$142.00	\$983.83	\$142.00	\$1,125.83	05/23/2014	\$1,222.11	319	\$96.28
05/29/2014	LATE PAYMENT CHARGE								\$16.12							
06/02/2014	BUDGET BILLING								\$142.00							
06/02/2014	ELECTRIC SERVICE		05/01/2014 - 06/02/2014	8882	ACTUAL	121846861	536	0	\$85.41	\$1,141.95	\$142.00	\$1,283.95	06/24/2014	\$1,323.64		\$39.69
06/04/2014	BUDGET BILLING	PAYMENT							-\$70.34							
07/01/2014	BUDGET BILLING								\$142.00							
07/01/2014	LATE PAYMENT CHARGE								\$1.34							
07/01/2014	ELECTRIC SERVICE		06/02/2014 - 07/01/2014	9807	ACTUAL	121846861	925	0	\$142.24	\$1,214.95	\$142.00	\$1,356.95	07/23/2014	\$1,396.88		\$39.93
07/03/2014	BUDGET BILLING	PAYMENT							-\$92.00							
07/29/2014	LATE PAYMENT CHARGE								\$2.32							
07/31/2014	BUDGET BILLING								\$142.00							
07/31/2014	ELECTRIC SERVICE		07/01/2014 - 07/31/2014	10729	ACTUAL	121846861	922	0	\$141.80	\$1,267.27	\$142.00	\$1,409.27	08/22/2014	\$1,449.00		\$39.73
08/04/2014	BUDGET BILLING	PAYMENT							-\$144.00							
08/27/2014	LATE PAYMENT CHARGE								\$2.81							
08/29/2014	BUDGET BILLING								\$142.00							
08/29/2014	ELECTRIC SERVICE		07/31/2014 - 08/29/2014	11455	ACTUAL	121846861	726	0	\$110.77	\$1,268.08	\$142.00	\$1,410.08	09/23/2014	\$1,418.58		\$8.50
09/05/2014	BUDGET BILLING	PAYMENT							-\$110.77							
09/30/2014	BUDGET BILLING								\$106.45							
09/30/2014	LATE PAYMENT CHARGE								\$3.28							
09/30/2014	ELECTRIC SERVICE		08/29/2014 - 09/30/2014	12191	ACTUAL	121846861	736	0	\$97.95	\$1,302.59	\$106.45	\$1,409.04	10/22/2014	\$1,409.04		\$0.00
10/06/2014	BUDGET BILLING	PAYMENT							-\$97.95							
10/29/2014	ELECTRIC SERVICE		09/30/2014 - 10/29/2014	12709	ACTUAL	121846861	518	0	\$71.05	\$1,311.09	\$71.05	\$1,382.14	11/20/2014	\$1,382.14	106	\$0.00
11/03/2014	BUDGET BILLING	PAYMENT							-\$110.00							
11/25/2014	LATE PAYMENT CHARGE								\$18.67							
12/01/2014	ELECTRIC SERVICE		10/29/2014 - 12/01/2014	13631	ACTUAL	121846861	922	0	\$128.47	\$1,290.81	\$128.47	\$1,419.28	12/23/2014	\$1,419.28	636	\$0.00
12/02/2014	BUDGET BILLING	PAYMENT							-\$71.05							
12/31/2014	BUDGET BILLING	PAYMENT							-\$128.47							
Dec 2014	End of Year Balance													\$1,219.76		
01/02/2015	ELECTRIC SERVICE		12/01/2014 - 01/02/2015	14666	ACTUAL	121846861	1035	0	\$143.72	\$1,219.76	\$143.72	\$1,363.48	01/26/2015	\$1,363.48	769	\$0.00
02/02/2015	LATE CHARGE								-\$18.67							
02/02/2015	ELECTRIC SERVICE		01/02/2015 - 02/02/2015	16005	ACTUAL	121846861	1339	0	\$183.84	\$1,201.09	\$183.84	\$1,384.93	02/25/2015	\$1,384.93	1,085	\$0.00
02/27/2015	BUDGET BILLING	PAYMENT							-\$183.51							
03/04/2015	LHARP PAYMENT								-\$100.00							
03/04/2015	ELECTRIC SERVICE		02/03/2015 - 03/04/2015	17405	ACTUAL	121846861	1400	0	\$186.15	\$1,101.42	\$186.15	\$1,287.57	03/26/2015	\$1,287.57	1,132	\$0.00
04/02/2015	ELECTRIC SERVICE		03/04/2015 - 04/02/2015	18390	ACTUAL	121846861	985	0	\$133.07	\$1,287.57	\$133.07	\$1,420.64	04/27/2015	\$1,420.64	714	\$0.00
04/13/2015	BUDGET BILLING	PAYMENT							-\$134.00							
05/01/2015	ELECTRIC SERVICE		04/02/2015 - 05/01/2015	18913	ACTUAL	121846861	523	0	\$73.98	\$1,286.64	\$73.98	\$1,360.62	05/26/2015	\$1,360.62	258	\$0.00
05/11/2015	BUDGET BILLING	PAYMENT							-\$74.00							
06/03/2015	ELECTRIC SERVICE		05/01/2015 - 06/03/2015	19574	ACTUAL	121846861	661	0	\$102.64	\$1,286.62	\$102.64	\$1,389.26	06/25/2015	\$1,389.26		\$0.00

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Billed Deferred Amt
06/08/2015	ELECTRIC SERVICE	PAYMENT	06/03/2015 - 07/01/2015	20258	ACTUAL	121846861	684	0	-\$102.64	\$1,286.62	\$105.96	\$1,392.58	07/23/2015	\$1,392.58		\$0.00
07/01/2015	ELECTRIC SERVICE	PAYMENT							\$105.96							
07/06/2015									-\$105.96							
07/28/2015	LATE PAYMENT CHARGE								\$19.01							
08/03/2015	ELECTRIC SERVICE	PAYMENT	07/01/2015 - 08/03/2015	21128	ACTUAL	121846861	870	0	-\$105.96	\$1,199.67	\$132.84	\$1,332.51	08/25/2015	\$1,332.51		\$0.00
08/03/2015	ELECTRIC SERVICE	PAYMENT							-\$151.85							
09/01/2015	LATE PAYMENT CHARGE								\$17.43							
09/02/2015	ELECTRIC SERVICE		08/03/2015 - 09/02/2015	21879	ACTUAL	121846861	751	0	\$117.82	\$1,198.09	\$117.82	\$1,315.91	09/24/2015	\$1,315.91		\$0.00
09/29/2015	LATE PAYMENT CHARGE								\$1.48							
10/01/2015	ELECTRIC SERVICE		09/02/2015 - 09/30/2015	22478	ACTUAL	121846861	599	0	\$32.97	\$1,317.39	\$89.82	\$1,407.21	10/23/2015	\$1,407.21		\$0.00
10/01/2015	ALTERNATE ELEC SERVICE								-\$91.39							
10/05/2015	LATE PAYMENT CHARGE								\$1.45							
10/28/2015	ELECTRIC SERVICE		09/30/2015 - 10/29/2015	22970	ACTUAL	121846861	492	0	\$28.34	\$1,317.27	\$75.03	\$1,392.30	11/23/2015	\$1,392.30	174	\$0.00
10/30/2015	ALTERNATE ELEC SERVICE								-\$66.69							
11/03/2015	ELECTRIC SERVICE	PAYMENT	10/29/2015 - 12/01/2015	23610	ACTUAL	121846861	640	0	\$35.44	\$1,315.82	\$96.18	\$1,412.00	12/28/2015	\$1,412.00	375	\$0.00
12/02/2015	ALTERNATE ELEC SERVICE								-\$76.48							
12/03/2015	End of Year Balance								-\$75.03							
12/04/2015	End of Year Balance								-\$97.00							
01/05/2016	LATE PAYMENT CHARGE								\$0.30							
01/05/2016	ELECTRIC SERVICE		12/01/2015 - 01/04/2016	24383	ACTUAL	121846861	773	0	\$42.00	\$1,240.27	\$115.36	\$1,355.63	01/27/2016	\$1,355.63	505	\$0.00
01/05/2016	ALTERNATE ELEC SERVICE								\$73.36							
02/02/2016	LATE PAYMENT CHARGE								\$2.03							
02/03/2016	ELECTRIC SERVICE	PAYMENT	01/04/2016 - 02/03/2016	25542	ACTUAL	121846861	1159	0	-\$116.00	\$1,241.66	\$176.22	\$1,417.88	02/26/2016	\$1,417.88	903	\$0.00
02/04/2016	ALTERNATE ELEC SERVICE								\$109.99							
02/24/2016	LATE PAYMENT CHARGE								-\$3.78							
03/02/2016	LATE PAYMENT CHARGE								\$2.93							
03/03/2016	ELECTRIC SERVICE	PAYMENT	02/03/2016 - 03/03/2016	26487	ACTUAL	121846861	945	0	-\$176.22	\$1,240.81	\$145.24	\$1,386.05	03/28/2016	\$1,386.05	755	\$0.00
03/04/2016	ALTERNATE ELEC SERVICE								\$89.68							
03/04/2016	ALTERNATE ELEC SERVICE	PAYMENT							-\$145.24							
04/04/2016	LATE PAYMENT CHARGE								\$0.29							
04/04/2016	ELECTRIC SERVICE		03/03/2016 - 04/01/2016	27022	ACTUAL	121846861	535	0	\$35.21	\$1,241.10	\$85.98	\$1,327.08	04/26/2016	\$1,327.08	412	\$0.00
04/04/2016	ALTERNATE ELEC SERVICE								-\$50.77							

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
05/02/2016		PAYMENT							-\$85.98							
05/03/2016	LATE PAYMENT CHARGE								\$0.29	\$1,241.39						
05/05/2016	ELECTRIC SERVICE		04/01/2016 - 05/04/2016	27618	ACTUAL	121846861	596	0	\$38.24		\$94.80	\$1,336.19	05/27/2016	\$1,336.19	346	\$0.00
05/05/2016	ALTERNATE ELEC SERVICE								\$56.56							
May 2016	End of Month Balance													\$1,336.19		

EXHIBIT “2”



June 1, 2016

Case Details Report

BCS Case #: 003210659 **BCS Bill Account #:** 3865139118
Customer Name: MIA MCGUIRE
Service Address: 519 W KING STREET
APT 1A
PHILADELPHIA, PA 19144
Mailing Address:

Home Phone: (215) 967-1422
Business Phone: () -
Business name:
Alternate contact:

Date Case Opened: 2014-03-24 **Date Cut Out:** 9999-12-31
PAR Case: Y
Investigator Name: BCS CASE POOL
Investigator Phone: (717) 787-0000 **Universal Service:** N
Service class: R **Contact Type:** TELEPHONE
Previous case #: 2811647 **Amount in Arrears:** \$0.00

Adults: 0
Children: 0
Children Ages:
Gross Income: \$0.00
Miscellaneous Info:

Complaint Reason:
BILLING DISPUTES (# 18)

Customer Problem Description:
BILLING DISPUTECUSTOMER IS DISPUTING THE BALANCE AMOUNT FOR 802.00.CUSTOMER STATED THE AVERAGE BILL IS 80.00.CUSTOMER STATED THE WEATHER EFFICIENT APARTMENT.CUSTOMER WOULD LIKE THE BILL TO BE READJUSTED TO ACCORDING TO ACTUAL USAGE.

Company Position:
03/21/2014 PECO ENERGY STATED THE BALANCE AMOUNT FOR 802.00 WAS CORRECT AND BILLING OF 200.00 WAS CORRECT.



EXHIBIT “3”



June 1, 2016

BCS Decision Report

BCS Case #: 003210659 Open Date: 2014-03-24
Customer Name: MIA MCGUIRE
Service Address: 519 W KING STREET
APT 1A
PHILADELPHIA, PA 19144
BCS Bill Account #: 3865139118 Previous Case #: 2811647
Violation Type: NO Chapter Type:
Decision Type: W Section / Rule:
Investigator Name: CLARK BERNARD

Decision Issued Date: 2014-05-08
Case Closed Date: 2014-05-08

Letter Description:
BLANK LETTER - DECISION

Total Balance:	\$1268.85	Balance Date:	2014-04-11
Amount to Restore Service:	\$0.00	Amount to Continue Service:	\$0.00
Date Payment Due:		Regular Budget Amount:	\$0.00
Special Budget Payment:	\$0.00	Final Bill Monthly Payment:	\$0.00
Plus Arrears Payment:	\$0.00	End of Month Payment:	\$0.00
Current Monthly Payment:	\$0.00		
Payment Terms:			

PAR Description:

Resolution Description:
DISPUTE DISMISSED. THE BILLS ARE CONSIDERED CORRECT AS RENDERED. THE CUSTOMER'S USAGE INCREASES SOME IN THE WINTER, WHICH IS LIKELY DUE TO ELECTRIC HEAT. THE CUSTOMER'S USAGE THIS WINTER IS ALMOST EXACTLY THE SAME AS IT WAS LAST WINTER. THE CUSTOMER CAN PAY A SMALL FEE TO HAVE THE METER TESTED. IF A METER TEST PROVES THAT THE METER IS INACCURATE, THE COMPANY WILL ADJUST THE BILLS ACCORDINGLY. THE PUC CANNOT MAKE THE COMPANY ADJUST THE BILLS JUST BECAUSE THE CUSTOMER FEELS THEY ARE TOO HIGH.

EXHIBIT “4”

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Mia McGuire

v.

PECO Energy Company

:
:
:
:
:

F-2014-2427216

INITIAL DECISION

Before
David A. Salapa
Administrative Law Judge

INTRODUCTION

The customer filed a complaint against her electric utility alleging incorrect charges on her bill. This decision denies the complaint because the customer had the potential to use the amount of electricity for which she was billed and because her electric meter accurately registered the amount of her electricity usage.

HISTORY OF THE PROCEEDING

On June 9, 2014, Mia McGuire (Complainant) filed a complaint with the Pennsylvania Public Utility Commission (Commission) against PECO Energy Company (Respondent). The complaint is a timely appeal of the Commission's Bureau of Consumer Services (BCS) decision, dated May 8, 2014, at BCS No. 3210659, that dismissed the Complainant's informal complaint.

The complaint alleges that the Complainant's bills are too high. The complaint further alleges that the Respondent improperly transferred \$1,000 in arrearages from an account

at a prior address to the Complainant's current account. The complaint asserts that the Complainant's rent at the prior address included the cost of her electric service.

The complaint claims that if the Complainant does not pay her bills on time, the Respondent adds exorbitant penalties and late fees to her bills. In addition, the complaint asserts that the Respondent incorrectly calculated Complainant's budget billing amount.

The complaint alleges that the Complainant is disabled and on the Respondent's customer assistance program (CAP). The complaint requests that the Commission direct the Respondent to remove all the penalties and late fees from the Complainant's bills and provide her with a credit on her bill equivalent to five years usage as compensation for the pain, suffering and stress the Respondent has caused to the Complainant.

The Respondent filed an answer to the Complainant's complaint on June 30, 2014. The answer admits that the Respondent provides service to the Complainant at the address shown on the complaint. The answer denies that the Complainant's bills are inaccurate or that the Respondent improperly transferred a balance to the Complainant's current account from her prior account.

The answer admits that the Complainant is enrolled in the Respondent's CAP program and asserts that all of the Complainant's arrearages are CAP arrearages. The answer requests that the Commission deny the complaint.

By hearing notice dated July 23, 2014, the Commission scheduled a telephonic hearing for this matter on September 8, 2014 at 10:00 a.m. and assigned the case to me. I issued a prehearing order dated July 23, 2014, addressing, inter alia, requests for continuance, subpoena procedures, attorney representation and the Commission's policy encouraging settlements.

I conducted a telephonic hearing on September 8, 2014. David Romine, Esquire represented the Complainant who presented testimony in support of her complaint. Shawane L. Lee, Esquire represented the Respondent, which presented two witnesses who sponsored nine

exhibits that I admitted into the record. The initial hearing resulted in a transcript of 56 pages. The record closed on September 22, 2014, the date the transcript was filed with the Secretary's Bureau. For the reasons set forth below, I will deny the complaint.

FINDINGS OF FACT

1. The Complainant in this case is Mia McGuire. N.T. 7.
2. The Respondent in this case is PECO Energy Company. N.T. 7.
3. The Complainant currently resides at 519 West King Street, Apartment 1A, Philadelphia. N.T. 7.
4. Each bill the Complainant receives from the Respondent has a different day of the month as the due date. N.T. 10.
5. The Complainant previously resided at 3900 Terrace Street, Apartment 3, Philadelphia from 2005 to 2007. N.T. 14, PECO Ex. 1.
6. The Complainant was enrolled in the Respondent's CAP program starting on November 9, 2005. N.T. 16.
7. The Complainant was removed from the CAP when the account for 3900 Terrace Street was closed. N.T. 16, PECO Ex. 4.
8. During the time that the Complainant was enrolled in the CAP, she reported her income to the Respondent in order to remain enrolled in the CAP. N.T. 17-18, PECO Ex. 2.
9. At the time the account for 3900 Terrace Street was closed, the Complainant had an outstanding balance on the account of \$182.01. N.T. 16.

10. The Respondent charged off the balance of \$182.01 for the account at 3900 Terrace Street. N.T. 16.
11. The Respondent did not transfer the balance of \$182.01 to any subsequent account of the Complainant. N.T. 19.
12. The Complainant commenced service at 519 West King Street on July 14, 2009. N.T. 18-19, 21, PECO Ex. 3.
13. The Respondent did not transfer a balance from another account to the Complainant's current account. N.T. 19, 22, PECO Ex. 3.
14. The Complainant enrolled in the Respondent's CAP on February 18, 2010. N.T. 22-23, PECO Ex. 4.
15. The Complainant was still enrolled in the CAP as of the date of the hearing. N.T. 24.
16. The Complainant has an account balance for the 519 West King Street residence of \$1,299.31. N.T. 24.
17. The entire balance for the account at 519 West King Street consists of CAP arrears. N.T. 25.
18. The Complainant is a budget billing customer, paying \$142.00 per month for her service. N.T. 26, PECO Ex. 3.
19. Pursuant to the Respondent's tariff section 17.6, the Respondent placed the Complainant on its budget billing program at the Complainant's request. N.T. 26-27, PECO Ex. 11.

20. The Complainant has been late in paying her budget bill amounts. N.T. 27-28, PECO Ex. 3.
21. The Respondent has billed the Complainant a late payment charge of 1.5%, pursuant to its tariff section 17.5. N.T. 28, PECO Exs. 3, 11.
22. The Complainant filed an informal complaint with BCS on March 24, 2014 at BCS No. 3210659, alleging overbilling. N.T. 31, PECO Ex. 9.
23. BCS dismissed the informal complaint by decision dated May 8, 2014. N.T. 32, PECO Ex. 10.
24. As a result of the informal complaint, the Respondent initiated a high bill investigation. N.T. 32.
25. As part of its high bill investigation, the Respondent sent an employee to the Complainant's residence on May 9, 2014. N.T. 32, PECO Ex. 12.
26. The employee completed a high bill report indicating the electric appliances in the Complainant's residence and the estimated electricity usage for each appliance to arrive at an estimate of the Complainant's potential electricity usage. N.T. 38-40, PECO Ex. 12.
27. The Complainant's account statement indicated that the Complainant's actual electric usage for the winters of 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 was each less than her estimated potential electric usage. N.T. 41-45.
28. The Respondent's employee tested the Complainant's electric meter by performing a passing load test. N.T. 46, PECO Ex. 12.

29. The passing load test indicated that the Complainant's meter accurately registered the electricity being used by the Complainant's refrigerator. N.T. 46, PECO Ex. 12.

30. The employee idled the Complainant's electric meter by disconnecting all the Complainant's appliances to make sure the meter was not registering an additional load. N.T. 45, PECO Ex. 12.

31. The meter did not register any additional load. N.T. 45, PECO Ex. 12.

32. The employee shut off the main breaker at the Complainant's residence to ensure that none of the hallway lights were affected by shutting off the main breaker. N.T. 46-47, PECO Ex. 12.

33. No hall lights or other common area lights were affected when the employee shut off the Complainant's main breaker. N.T. 47, PECO Ex. 12.

34. The employee checked that there was no meter mix up at the Complainant's residence by verifying that the meter number for Complainant's residence matched the meter number shown on the Complainant's bill. N.T. 47, PECO Ex. 12.

35. The numbers matched, indicating that there was no meter mix up. N.T. 47, PECO Ex. 12.

36. The Respondent's employee informed the Complainant of the results of his investigation. N.T. 48, PECO Ex. 12.

DISCUSSION

Before addressing the merits of the Complainant's complaint, I will address the Complainant's request that the Commission order the Respondent to provide a credit on the Complainant's account equivalent to five years usage as compensation for the pain, suffering

and stress the Respondent has caused to the Complainant. The Commission lacks the authority to issue such an order because the request is a request for monetary damages.

Although it has general jurisdiction over service and billing disputes between public utilities operating in Pennsylvania and their customers, the Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly contained in the Public Utility Code. The Public Utility Code simply does not grant the Commission the authority to award monetary damages in this case. There is no question that the Commission lacks authority to award monetary damages. Terminato v. Pa. National Insurance Co., 645 A.2d 1287 (Pa. 1994); Elkin v. Bell Tel. Co. of Pa., 420 A.2d 371 (Pa. 1980); Feingold v. Bell Tel. Co. of Pa., 383 A.2d 791 (Pa. 1977); Ostrov v. I.F.T., Inc., 586 A.2d 409 (Pa. Super. 1991); Poorbaugh v. Pa. Pub. Util. Comm'n., 666 A.2d 744 (Pa. Cmwlt. 1995).

The Commission has jurisdiction over service disputes between public utilities operating in Pennsylvania and their customers. The facts alleged in the Complainant's complaint, if proven true, could constitute unreasonable service in violation of the Public Utility Code or Commission regulations. In that event, a civil penalty may be appropriate, pursuant to 66 Pa.C.S. § 3301.

However, even if the facts alleged in the Complainant's complaint were proven to be true, the Commission could not award the relief requested by the Complainant. The Complainant's request that the Commission order the Respondent to compensate her for pain, suffering and stress is a request for monetary damages and is beyond the authority the General Assembly has granted to the Commission.

Turning to the merits of the Complainant's complaint, the Complainant in this proceeding has the burden of proof to show that the Respondent is responsible or accountable for the problem described in the complaint. Patterson v. Bell Telephone Co. of Pa., 72 Pa. PUC 196 (1990), Feinstein v. Philadelphia Suburban Water Co., 50 Pa. PUC 300 (1976). The Complainant must establish her case by a preponderance of the evidence. Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n., 578 A.2d 600 (Pa. Cmwlt. 1990), alloc. den., 602 A.2d 863 (Pa. 1992). To meet

her burden of proof, the Complainant must present evidence more convincing, by even the smallest amount, than that presented by the Respondent. Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950). Here the Complainant alleges overbilling by the Respondent.

Since the Complainant's complaint alleges overbilling, the Complainant's burden of proof is governed by Waldron v. Philadelphia Electric Co., 54 Pa. PUC 98 (1980) (Waldron). In Waldron, the Commission concluded that a complainant may establish a prima facie overbilling case by showing that: (1) the number of occupants of the household has not changed; (2) the potential for energy utilization is low; and (3) the prior billing history shows no previous abnormalities. If the Complainant has submitted such evidence, the burden of going forward with the evidence shifts to the Respondent. If the Respondent fails to rebut the Complainant's evidence, then the Complainant would prevail. If the Respondent places evidence into the record to rebut the Complainant's prima facie case, the burden of going forward with the evidence shifts back to the Complainant. In order to satisfy the burden of proof, the Complainant must rebut the Respondent's evidence by a preponderance of the evidence.

Although the burden of going forward with the evidence may shift from one party to another during a proceeding, the "burden of proof" never shifts. It always remains on the Complainant. Replogle v. Pennsylvania Electric Co., 54 Pa. PUC 528 (1980).

The Commonwealth Court broadened the Commission's ruling in Waldron in Milkie v. Pa. Pub. Util. Comm'n, 768 A.2d 1217 (Pa. Cmwlth. 2001) (Milkie). The Commonwealth Court held that the Commission's requirement that a complainant must establish certain specific elements in order to make out a prima facie case was too restrictive. The Commonwealth Court ruled that even where the utility has presented evidence that it has tested the customer's meter and found it to be accurate, the customer may prove his or her case by circumstantial evidence that the metered usage exceeded actual usage.

Subsequent to the Milkie decision, the Commission has determined that it may consider the billing history of the account, any change in usage pattern or any other relevant facts or circumstances that come to light during the proceeding. Bennett v. Peoples Natural Gas Co.,

Docket No. C-2009-2122979 (Order entered October 13, 2010); Thomas v. PECO Energy Co., Docket No. C-2010-2187197 (Order entered November 15, 2011). The Waldron rule protects the Complainant from dismissal because of her inability to produce direct proof that her meter has malfunctioned.

As noted above, the burden of proof always remains with the Complainant and if the Respondent presents evidence that is co-equal or greater in weight than the Complainant's, the Complainant will not have met her burden of proof. The Commonwealth Court in Milkie emphasized that the mere proof by the utility that its measuring devices are accurate is no longer the sole determinant of whether there is a basis to a complaint of overbilling. Burleson v. Pa. Pub. Util. Comm'n, 461 A.2d 1234 (Pa. 1983).

In this case, the Complainant alleged that she is paying more for her electricity than she should be. In addition, the Complainant asserted that the Respondent transferred an outstanding balance from a previous account to her current account. Finally, the Complainant contended that the due dates for her bills from the Respondent varied from month to month, making it difficult for her to pay them. I will provide a brief summary of the testimony of the Complainant and the Respondent before addressing that Complainant's contentions.

In support of her contentions, the Complainant testified that she currently resides at 519 West King Street, Apartment 1A, Philadelphia. N.T. 7. The Complainant stated that each bill she receives from the Respondent has a different day of the month as the due date. N.T. 10. According to the Complainant, the changing due dates on her bills make it difficult for her to pay the bills in a timely fashion.

The Complainant attempted to testify about a shut off notice she received from the Respondent and her attempts to obtain a medical certificate. N.T. 8-9. I sustained the Respondent's objection to this testimony as irrelevant since the Complainant's complaint did not contain any allegations that the Respondent improperly attempted to terminate the Complainant's service and the Respondent did not have notice of the issue or the opportunity to prepare a defense. N.T. 8-9.

In addition, counsel for the Complainant had the opportunity, pursuant to 52 Pa.Code § 5.91(a) to file an amended complaint but failed to do so more than 5 days prior to the hearing as required by 52 Pa.Code § 5.91(c). To the extent that counsel for the Complainant's attempt to introduce evidence regarding the Respondent's attempt to terminate her service can be viewed as a request to amend the complaint at the hearing, pursuant to 52 Pa.Code § 5.92(c), granting the request would prejudice the Respondent since it did not have notice of the issue prior to the hearing and did not have the opportunity to prepare a defense. Given the Respondent's lack of notice, it was appropriate to prohibit the introduction of evidence on the issue.

In response to the Complainant's testimony, the Respondent first presented evidence concerning the Complainant's account at her prior residence. According to the Respondent's records, the Complainant previously resided at 3900 Terrace Street, Apartment 3, Philadelphia from 2005 to 2007. N.T. 14, PECO Ex. 1.

The Respondent's records indicate that the Complainant was enrolled in the Respondent's CAP program starting on November 9, 2005. N.T. 16. The Complainant was removed from the CAP when the account for 3900 Terrace Street was closed. N.T. 16, PECO Ex. 4. During the time that the Complainant was enrolled in the CAP, she reported her income to the Respondent in order to remain enrolled in the CAP. N.T. 17-18, PECO Ex. 2.

At the time the account for 3900 Terrace Street was closed, the Complainant had an outstanding balance on the account of \$182.01. N.T. 16. The Respondent charged off the balance of \$182.01 for the account at 3900 Terrace Street. N.T. 16. The Respondent did not transfer the balance of \$182.01 to any subsequent account of the Complainant. N.T. 19.

According to the Respondent's records, the Complainant commenced service at 519 West King Street on July 14, 2009. N.T. 18-19, 21, PECO Ex. 3. The Respondent's records for the Complainant's residence at 519 West King Street do not indicate that the

Respondent transferred a balance from another account to the Complainant's current account. N.T. 19, 22, PECO Ex. 3.

The Respondent's records show that the Respondent enrolled in the Respondent's CAP on February 18, 2010. N.T. 22-23, PECO Ex. 4. The Complainant was still enrolled in the CAP as of the date of the hearing. N.T. 24. The Complainant has an account balance for the 519 West King Street residence of \$1,299.31. N.T. 24. The entire balance consists of CAP arrears. N.T. 25.

The Complainant is a budget billing customer, paying \$142.00 per month for her service. N.T. 26, PECO Ex. 3. Pursuant to the Respondent's tariff section 17.6, the Respondent placed the Complainant on its budget billing program at the Complainant's request. N.T. 26-27, PECO Ex. 11.

The Respondent's records show that the Complainant has been late in paying her budget bill amounts. N.T. 27-28, PECO Ex. 3. As a result of the Complainant's late payments, the Respondent has billed the Complainant a late payment charge of 1.5%, pursuant to its tariff section 17.5. N.T. 28, PECO Exs. 3, 11.

The Complainant filed an informal complaint with BCS on March 24, 2014 at BCS No. 3210659, alleging overbilling. N.T. 31, PECO Ex. 9. BCS dismissed the informal complaint by decision dated May 8, 2014. N.T. 32, PECO Ex. 10.

As a result of the informal complaint, the Respondent initiated a high bill investigation. N.T. 32. As part of its high bill investigation, the Respondent sent an employee to the Complainant's residence on May 9, 2014. N.T. 32, PECO Ex. 12.

The employee completed a high bill report indicating the electric appliances in the Complainant's residence and the estimated electricity usage for each appliance to arrive at an estimate of the Complainant's potential electricity usage. N.T. 38-40, PECO Ex. 12. The Respondent's witness compared this potential electricity usage with the usage shown on the

Complainant's account statement. N.T. 40-42 The account statement indicated that the Complainant's actual electric usage for the winters of 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 was each less than her estimated potential electric usage. N.T. 41-45.

In addition to completing a high bill report, the Respondent's employee also investigated other possible reasons for overbilling. The employee tested the Complainant's electric meter by performing a passing load test. N.T. 46, PECO Ex. 12. The passing load test indicated that the Complainant's meter accurately registered the electricity being used by the Complainant's refrigerator. N.T. 46, PECO Ex. 12.

The employee also idled the Complainant's electric meter by disconnecting all the Complainant's appliances to make sure the meter was not registering an additional load. N.T. 45, PECO Ex. 12. The meter did not register any additional load. N.T. 45, PECO Ex. 12.

The employee shut off the main breaker at the Complainant's residence to ensure that none of the hallway lights were affected by shutting off the main breaker. N.T. 46-47, PECO Ex. 12. No hall lights or other common area lights were affected when the employee shut off the Complainant's main breaker. N.T. 47, PECO Ex. 12.

The employee checked that there was no meter mix up at the Complainant's residence by verifying that the number on the meter for Complainant's residence matched the meter number shown on the Complainant's bill. N.T. 47, PECO Ex. 12. The numbers matched, indicating that there was no meter mix up. N.T. 47, PECO Ex. 12. The Respondent's employee informed the Complainant of the results of his investigation. N.T. 48, PECO Ex. 12.

Having provided a brief summary of the testimony of the Complainant and the Respondent, I will now address the Complainant's arguments regarding the alleged overbilling by the Respondent. The Complainant did not provide any evidence regarding her electricity usage other than general assertions that her bills were too high. The Complainant's general assertions are incorrect for several reasons.

First, there are enough appliances in the residence using electricity to justify the usage shown on the Complainant's bills. The Respondent presented evidence that the Complainant's residence had a refrigerator, microwave, stove, television, cable box, VCR or DVD and computer. PECO Ex. 12. In addition, the Complainant's residence has electric baseboard heat. PECO Ex. 12.

The Respondent's witness, Mr. Lerro, testified that the Respondent's employee performed a billing analysis that estimated electric usage at the Complainant's residence. The billing analysis listed all of the electric appliances at the residence along with their potential estimated electricity usage. The billing analysis calculated the estimated potential electricity usage for each appliance and a total potential usage for the residence.

The amount of usage shown on the Complainant's bills is less than the calculated total potential usage, indicating that the Complainant was using less electricity than would be expected, given the number and type of appliances present in the Complainant's residence. The Complainant did not present any evidence challenging the potential usage figures given by the Respondent for any of the appliances in her residence.

Second, there is no indication that the Respondent is billing the Complainant for any usage other than her own. The tests performed by the Respondent at the Complainant's residence indicate no foreign load at the residence. The Respondent's employee inspected the Complainant's meter and breaker panel and found no evidence that the Complainant's meter was registering any electricity from any source other than the Complainant's residence. Therefore, I conclude that there was no foreign load being registered on the Complainant's meter.

In addition, the Respondent verified that there was no meter mix up at the residence. The Respondent's employee reported that the Complainant's meter was registering usage from the Complainant's residence and not another apartment. Therefore, I conclude that the Complainant's meter was properly registering usage from the Complainant's residence.

Third, the Complainant's meter is accurately recording her electricity usage. The Respondent tested the Complainant's meter for accuracy and determined that the meter was accurately recording the Complainant's electric usage.

Based on the evidence presented, I conclude that the Complainant's bills are correct as rendered. The Complainant was capable of using the amount of electricity shown on her bills. There is no foreign load present. The Complainant's meter is registering usage from her apartment, not another. The meter at the Complainant's residence tested as accurate. Therefore, the Complainant has failed to prove by a preponderance of the evidence that her electric bills were too high or in any way inaccurate.

The Complainant's complaint claims that the late fees the Respondent charged her are unreasonable. However, the Respondent's records show that the Complainant has failed to pay her bills in a timely fashion. As a result of the Complainant's late payments, the Respondent has billed the Complainant a late payment charge of 1.5%, pursuant to its tariff section 17.5. The Complainant did not present any evidence to rebut the Respondent's evidence that Complainant failed to pay her bills in a timely fashion.

The Complainant did not cross examine the Respondent's witness regarding the calculation of the amount of the late fees charged to her account. The Complainant did not present any evidence regarding the calculation of the late fees that contradicts the information set forth in her statement of account. The Complainant has failed to show by a preponderance of the evidence that the Respondent has miscalculated the amount of the late fees charged to the Complainant.

To the extent that the allegations in the complaint can be read as challenging the Respondent's authority to charge interest on the account balance due, the Complainant's challenge is without merit. To the contrary, the Commission's regulations authorize the Respondent to impose late fees on the Complainant's account in certain circumstances. The Commission has established regulations at 52 Pa.Code § 56.22 governing the accrual of late payment charges which states:

§ 56.22. Accrual of late payment charges.

- (a) Every public utility subject to this chapter is prohibited from levying or assessing a late charge or penalty on any overdue public utility bill, as defined in § 56.21 (relating to payment), in an amount which exceeds 1.5% interest per month on the overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, may not exceed 18% simple interest per annum.
- (b) An additional charge or fixed fee designed to recover the cost of a subsequent rebilling may not be charged by a regulated public utility.
- (c) Late payment charges may not be imposed on disputed estimated bills, unless the estimated bill was required because public utility personnel were willfully denied access to the affected premises to obtain an actual meter reading.
- (d) A public utility may waive late payment charges on any customer accounts. The Commission may only order a waiver of late payment charges levied by a public utility as a result of a delinquent account for customers with a gross monthly household income not exceeding 150% of the Federal poverty level. See 66 Pa.C.S. § 1409 (relating to late payment charge waiver).

The regulation at 52 Pa.Code § 56.22 sets the maximum rate of interest of 1.5% per month that a public utility may charge on the overdue balance of the bill. The Respondent's evidence indicates that it charged the Complainant a late fee of 1.5% per month on the unpaid amounts in the Complainant's account. The Respondent assessed the late fees on the Complainant's account based on its tariff rule 17.5.

The portion of Respondent's tariff rule 17.5, governing late fees, provides that the Respondent will add a late fee to a customer's unpaid balance until the entire bill is paid. If the payment is received more than five days after the due date shown on the bill, the late fee will be

added. The late fee for residential service is 1.5% per month. The Respondent contends that it has complied with the Public Utility Code and Commission regulations in this case because it has complied with the terms and conditions under which it may assess late charges on the Complainant's account as set forth in its tariff. I agree.

A tariff is a set of operating rules imposed by the Commission that each public utility must follow in order to provide service to its customers. PPL Electric Utilities Corp. v. Pa. Pub. Util. Comm'n, 912 A.2d 386 (Pa. Cmwlth. 2006). Each public utility must file a copy of its tariff with the Commission setting forth its rates, services, rules, regulations and practices so that the public may inspect its contents. 66 Pa.C.S. § 1302; 52 Pa.Code § 53.25; Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm'n, 808 A.2d 1044 (Pa. Cmwlth. 2002). Public utility tariffs must be applied consistent with their language. Public utility tariffs have the force and effect of law and are binding on the public utility and its customers. Pennsylvania Electric Co. v. Pa. Pub. Util. Comm'n, 663 A.2d 281 (Pa. Cmwlth. 1995). The Commission has no authority to allow a public utility to deviate from its tariff even where the Commission concludes it is in the public interest. Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm'n, 808 A.2d 1044 (Pa. Cmwlth. 2002). A public utility may not charge a rate other than the rates set forth in its tariff. 66 Pa.C.S. § 1303.

In this case, the Respondent has calculated the amount of the late fees it has assessed on the Complainant's account consistent with its tariff. The Respondent has complied with the Public Utility Code and Commission regulations in this case because it calculated the late fees in compliance with its tariff. The Complainant has failed to prove by a preponderance of the evidence that the Respondent improperly calculated the late fees assessed on her account.

I will next address the Complainant's allegation that the Respondent transferred an outstanding balance from a previous account to her current account. The Respondent presented evidence that there was an outstanding balance from the Complainant's prior account at 3900 Terrace Street. However, the Respondent also presented evidence that it wrote off this amount and did not transfer that balance to the Complainant's current account.

The Complainant did not present any evidence refuting the Respondent's evidence on this issue. Therefore, the Complainant has failed to prove by a preponderance of the evidence that the Respondent improperly transferred an outstanding balance from a previous account to her current account.

Finally, I will address the Complainant's allegation that the due dates for her bills from the Respondent varied from month to month, making it difficult for her to pay them. The Complainant apparently contends that the Respondent's failure to provide her bills with the same due date each month constitutes unreasonable service. I will address this contention after briefly setting forth the Commission's jurisdiction over complaints alleging unreasonable public utility service.

The statute at 66 Pa.C.S. § 1501 governs any allegations of unreasonable or inadequate service. Pursuant to 66 Pa.C.S. § 1501, the Commission has original jurisdiction over the reasonableness and adequacy of public utility service. Elkin v. Bell Telephone Co., 372 A.2d 1203 (Pa. Super. 1977) aff'd 420 A.2d 371 (Pa. 1977); Behrend v. Bell Telephone Co., 243 A.2d 346 (Pa. 1968). As a general proposition, neither the Public Utility Code nor the Commission's regulations require public utilities to provide constantly flawless service. The Public Utility Code at 66 Pa.C.S. § 1501 does not require perfect service or the best possible service but does require public utilities to provide reasonable and adequate service. Analytical Laboratory Services, Inc. v. Metropolitan Edison Co., Docket No. C-2006608 (Order entered December 21, 2007); Emerald Art Glass v. Duquesne Light Co., Docket No. C-00015494 (Order entered June 14, 2002); Re: Metropolitan Edison Co., 80 Pa. PUC 662 (1993).

Having briefly set forth the Commission's jurisdiction over complaints alleging unreasonable public utility service, I will now address the Complainant's contention that the Respondent's failure to provide her bills each month with the same day of the month as the due date constitutes unreasonable service.

The Respondent does not contest the Complainant's contention that the due dates for the Complainant's bills vary from month to month. Its account statement for the

Complainant supports such a conclusion. PECO Ex. 3. The Complainant apparently contends that the Respondent should provide her bills each month with the same day of the month as the due date so that she has sufficient funds to pay the bills every month. I disagree that the Respondent's actions in providing bills to the Complainant with different due dates constitute unreasonable service. I do so for two reasons.

First, the Respondent complied with the Commission's regulations governing the frequency of billing at 52 Pa.Code § 56.11 which states in part as follows:

§ 56.11. Billing frequency.

- (a) A public utility shall render a bill once every billing period to every residential customer in accordance with approved rate schedules.

The Commission's regulations at 52 Pa.Code § 56.2 defines "billing period" as follows:

Billing period—In the case of public utilities supplying gas, electric and steam heating service, the billing period must conform to the definition of "billing month." In the case of water and wastewater service, a billing period may be monthly, bimonthly or quarterly as provided in the tariff of the public utility. Customers shall be permitted to receive bills monthly and be notified of their rights thereto.

The Commission's regulations at 52 Pa.Code § 56.2 defines "billing month" as follows:

Billing month—A period of not less than 26 days and not more than 35 days except in the following circumstances:

- (i) An initial bill for a new customer may be less than 26 days or greater than 35 days. However, if an initial bill exceeds 60 days, the customer shall be given the opportunity to amortize the amount over a period equal to the period covered by the initial bill without penalty.
- (ii) A final bill due to discontinuance may be less than 26 days or greater than 35 days but may never exceed 42 days. In cases involving termination, a final bill may be less than 26 days.

(iii) Bills for less than 26 days or more than 35 days shall be permitted if they result from a rebilling initiated by the company or customer dispute to correct a billing problem.

(iv) Bills for less than 26 days or more than 35 days shall be permitted if they result from a meter reading route change initiated by the public utility. The public utility shall informally contact the Director of the Bureau of Consumer Services at least 30 days prior to the rerouting and provide information as to when the billing will occur, the number of customers affected and a general description of the geographic area involved. If a bill resulting from a meter rerouting exceeds 60 days, the customer shall be given the opportunity to amortize the amount over a period equal to the period covered by the bill without penalty.

Pursuant to these regulations, the Respondent, as an electric utility, must render a bill to the Complainant for a billing period of not less than 26 days or more than 35 days. A review of the Complainant's account statement for the billing periods from July, 2009 to July, 2014 indicates that every bill the Respondent sent to complainant was for a billing period of between 26 and 35 days. PECO Ex. 3. Therefore, the Respondent complied with the regulation at 52 Pa.Code § 56.11.

Second, the Respondent complied with the Commission's regulations governing the payment of utility bills at 52 Pa.Code § 56.21 which states in part as follows:

§ 56.21. Payment.

The due date for payment of a bill may not be no less than 20 days from the date of transmittal; that is, the date of mailing, electronic transmission or physical delivery of the bill by the public utility to the customer.

(1) *Extension of due date to next business day.* If the last day for payment falls on a Saturday, Sunday, bank holiday or other day when the offices of the public utility which regularly receive payments are not open to the general public, the due date shall be extended to the next business day.

(2) *Date of payment by mail.* For a remittance by mail, one or more of the following applies:

(i) Payment shall be deemed to have been made on the date of the postmark.

(ii) The public utility may not impose a late payment charge unless payment is received more than 5 days after the due date.

(3) *Branch offices or authorized payment agents.* The effective date of payment to a branch office or authorized payment agent, unless payment is made by mail under paragraph (2), is the date of actual receipt of payment at that location.

(4) *Electronic transmission.* The effective date of a payment electronically transmitted to a public utility is the date of actual receipt of payment.

(5) *Fees.* Fees or charges assessed and collected by the public utility for utilizing a payment option must be included in the public utility's tariff on file at the Commission.

(6) *Multiple notifications.* When a public utility advises a customer of a balance owed by multiple notices or contacts which contain different due dates, the date on or before which payment is due shall be the latest due date contained in any of the notices.

Pursuant to this regulation, the Respondent, as an electric utility, must indicate on its bills to the Complainant that the due date for the bill is not less than 20 days from the date that the Respondent transmits the bill. A review of the Complainant's account statement indicates that every bill the Respondent sent to the Complainant contained a due date that was more than 20 days from the date the Respondent transmitted the bill. PECO Ex. 3. Therefore, the Respondent complied with the regulation at 52 Pa.Code § 56.21.

Neither of the regulations cited above require the Respondent to provide the Complainant bills each month with the same day of the month as the due date. In the absence of any regulation requiring the Respondent to provide its customers with bills containing the same due date each month, the Respondent had no obligation to do so in this case in order to provide reasonable service to the Complainant. I conclude that the Complainant has failed to establish by a preponderance of the evidence that the Respondent violated any Commission order or regulation by providing the Complainant with bills each month with different due dates.

In summary, I conclude that the Complainant has failed to establish by a preponderance of the evidence that the Respondent overbilled her for her electric service or

improperly transferred an outstanding balance from a previous account to her current account. I also conclude that the Complainant has failed to establish by a preponderance of the evidence that the Respondent provided unreasonable service to her. For the foregoing reasons, I will deny the complaint and enter the following order.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is on the Complainant.
3. The Complainant has not met her burden of proving that she is entitled to relief. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Mia McGuire against PECO Energy Company at Docket No. F-2014-2427216 is hereby denied.
2. That the proceeding at Docket No. F-2014-2427216 is marked closed.

Date: September 26, 2014

/s/
David A. Salapa
Administrative Law Judge

EXHIBIT “5”

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

----- X
Mia McGuire v. PECO Energy : Docket No.
Company : C-2015-2503971
Billing Dispute. :
Initial Call-In :
Telephonic Hearing. :
----- X

Pages 1 through 22 Piatt Place, Suite 220
Hearing Room 2015
301 Fifth Avenue
Pittsburgh, Pennsylvania
Friday, February 12, 2016

Met, pursuant to notice at, 10:00 a.m.

BEFORE:

CONRAD A. JOHNSON, Administrative Law Judge

APPEARANCES:

SHAWANE L. LEE, Esquire
Exelon Business Services
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, Pennsylvania 19103
(For the Respondent, PECO Energy Company)

MIA MCGUIRE
P.O. Box 63
Merion Station, Pennsylvania, 19066
(Complainant, Pro Se)

Commonwealth Reporting Company, Inc.
700 Lisburn Road
Camp Hill, Pennsylvania 17011



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WITNESS INDEX

WITNESSES

DIRECT

CROSS

REDIRECT

RECROSS

(NONE OFFERED)

EXHIBIT INDEX

NUMBER

FOR IDENTIFICATION

IN EVIDENCE

(NONE OFFERED)

P R O C E E D I N G S

1
2 -----
3 ADMINISTRATIVE LAW JUDGE JOHNSON: Good
4 morning, again. I'm Administrative Law Judge Conrad A.
5 Johnson. The Pennsylvania Public Utility Commission
6 assigned this proceeding to me for hearing. Today's
7 date is Friday, February 12th, 2016. The time now is
8 10:00 a.m. This hearing is being conducted
9 telephonically from the Commission's Pittsburgh hearing
10 room. The hearing is also being tape-recorded by the
11 court reporter, Mr. Dale Rose. However, it's the court
12 reporter's transcript, which will be the official
13 record of the hearing.

14 This matter involves the Complainant,
15 Mia McGuire, and the Respondent, PECO Energy Company.
16 The Docket Number is C-2015-2503971. I'd ask everyone
17 who is in the telephonic hearing to please identify
18 yourself beginning with the Complainant and give me
19 your mailing address. Go ahead, Ms. McGuire.

20 MS. SUAREZ: Yes, Mia McGuire, the
21 mailing address is two. We have P.O. Box 63 in Merion
22 Station. That is our mailing address. Our residential
23 address is 519 West King Street, Apartment A1.

24 JUDGE JOHNSON: And who is speaking,
25 please?

1 MS. SUAREZ: My name is Mary Ann
2 Suarez. I am representing Ms. McGuire. I pay Ms.
3 McGuire's bills because Ms. McGuire is disabled and has
4 problems with numbers, and she also is disabled
5 physically as well as mentally. I've been paying Ms.
6 McGuire's bills for 20 years. I am her --- she is my
7 Godchild, my Goddaughter, and as per the request of Dr.
8 Michael McGuire who passed on two years ago I've been
9 taking care of Ms. McGuire for 20 years now and paying
10 her bills. I am paying her electric bill as we speak.

11 JUDGE JOHNSON: Could you, please,
12 spell your first and last name for me?

13 MS. SUAREZ: Yes, my name is Mary Ann,
14 and that's two words without the E, capital A. And
15 it's S as in Samuel, U, A as in apple, R as in Raymond,
16 E as in elephant, Z as in ---.

17 JUDGE JOHNSON: Wait, you're going a
18 little bit too fast. Start over again, and speak
19 slowly, please. Spell your first name for me.

20 MS. SUAREZ: Mary Ann, two words,
21 without the E, capital A.

22 JUDGE JOHNSON: Okay. And the last
23 name begins with an S-U?

24 MS. SUAREZ: Yes.

25 JUDGE JOHNSON: S-U?

1 MS. SUAREZ: A as in apple, R as in
2 Raymond, E as in elephant, Z as in Zebra.

3 JUDGE JOHNSON: And pronounce it for
4 me, again?

5 MS. SUAREZ: Suarez.

6 JUDGE JOHNSON: Suarez. Okay, Ms.
7 Suarez. And your mailing address again?

8 MS. SUAREZ: It's P.O. Box 63, Merion
9 Station, Pennsylvania, 19066.

10 JUDGE JOHNSON: And are you an
11 attorney, Ms. Suarez?

12 MS. SUAREZ: No, I --- this is Ms.
13 Suarez. No, I am her caregiver and her Godmother, my
14 Goddaughter.

15 JUDGE JOHNSON: Okay. Now, I'll ask
16 Attorney Lee to state her name, tell me who you
17 represent, and have the witness also state her name.
18 Go ahead, Attorney Lee.

19 ATTORNEY LEE: Shawane Lee on behalf of
20 PECO Energy Company, and I have one witness today,
21 Renee Tarpley. That's R-E-N-E-E, Tarpley,
22 T-A-R-P-L-E-Y. And she is a Senior Regulatory Assessor
23 at PECO.

24 MS. SUAREZ: Now, Your Honor, could I
25 speak first?

1 JUDGE JOHNSON: No, just a moment,
2 please.

3 MS. SUAREZ: Okay.

4 JUDGE JOHNSON: Attorney Lee, what's
5 your mailing address?

6 ATTORNEY LEE: 2301 Market Street, S23,
7 Philadelphia, PA 19103.

8 JUDGE JOHNSON: Now, Ms. Suarez, before
9 I let you speak, let me state this. The parties can
10 represent themselves in proceedings --- an individual
11 can represent him or herself in a proceeding before the
12 Public Utility Commission. That's for an individual.
13 Companies are required to have an attorney in order to
14 represent them in a hearing before the Commission.

15 MS. SUAREZ: Yes.

16 JUDGE JOHNSON: An individual who is
17 not an attorney cannot represent another individual.
18 But before I go any further with that, I'd ask Attorney
19 Lee, have you had the opportunity to try and resolve
20 this matter through settlement discussions, Attorney
21 Lee?

22 MS. SUAREZ: Let me explain, Ms.
23 McGuire is here with me.

24 JUDGE JOHNSON: Wait, just a moment.
25 Go ahead, Attorney Lee.

1 ATTORNEY LEE: Yes, Your Honor. PECO
2 did have discussions with Ms. McGuire, and the company
3 was unable to resolve the case with her.

4 JUDGE JOHNSON: Okay. Now, you say Ms.
5 McGuire is there, Ms. Suarez?

6 MS. SUAREZ: Yes, she is here. She's
7 not feeling well, Your Honor. She's sick right now.
8 That's one of the reasons why I'm representing her.

9 JUDGE JOHNSON: Well ---.

10 MS. SUAREZ: If you want to make sure
11 she says hi to you, I will get her. Say hello to the
12 Judge, please, that you're here.

13 MS. MCGUIRE: Hello. Yes, it's Mia.

14 JUDGE JOHNSON: Okay. Ms. McGuire,
15 could you please state your first and last name for the
16 record, please?

17 MS. MCGUIRE: Okay. It's Mia, M-I-A,
18 McGuire, M-C-G-U-I-R-E.

19 JUDGE JOHNSON: Okay. Well, Attorney
20 Lee, do you think if you had another opportunity to try
21 and resolve this you could get it resolved; would you
22 like to, Attorney Lee?

23 ATTORNEY LEE: Unfortunately, Your
24 Honor, PECO does not believe it can resolve the case.
25 It's had discussions with Ms. McGuire, and we were

1 unable to resolve the issue.

2 JUDGE JOHNSON: Well, let me state
3 this, Ms. Suarez. Ms. Lee (sic) will have to present
4 her case. You cannot speak for her and you cannot ask
5 any questions. It's Ms. Lee (sic) who has to present
6 her case.

7 ATTORNEY LEE: Ms. McGuire, Your Honor,
8 yes.

9 JUDGE JOHNSON: I'm sorry, Ms. McGuire.
10 Ms. McGuire has to present her case because you're not
11 an attorney.

12 MS. SUAREZ: Let me explain something,
13 Your Honor. First of all, before we even get started,
14 this thing with PECO Energy, 519 West King Street, I
15 pay her bills every month; okay? And not only do I pay
16 her bills but PECO Energy was in direct violation
17 of ---.

18 JUDGE JOHNSON: Wait, I'm sorry, Ms.
19 Suarez.

20 MS. SUAREZ: Yes?

21 JUDGE JOHNSON: You haven't been called
22 to testify by anyone, and it's Ms. McGuire who has to
23 present her case, and since ---.

24 MS. SUAREZ: Ms. McGuire is ill, and
25 I'm presenting it for her.

1 JUDGE JOHNSON: I'm sorry, you can't do
2 that, Ms. Suarez, because you're not an attorney. She
3 has to tell me what her case is about.

4 MS. SUAREZ: Wait a minute, I was told
5 that we don't need to have an attorney for this appeal.

6 JUDGE JOHNSON: No, it's not we. It's
7 Ms. McGuire who does not need one. She can represent
8 herself, if she'd ---.

9 MS. SUAREZ: Okay. Let me explain to
10 you something, Your Honor. This is not fair right now.
11 This PECO Energy is stealing money from this girl who
12 is ---.

13 JUDGE JOHNSON: Ms. Suarez. Ms.
14 Suarez.

15 MS. SUAREZ: I am trying to tell you
16 that they have been stealing money ---.

17 JUDGE JOHNSON: Ms. Suarez, I am not
18 going to allow --- Ms. Suarez, I am not going to allow
19 you to begin speaking because it's Ms. McGuire who has
20 to present her case. If she wants to call you as a
21 witness, she could. But Ms. McGuire must tell me what
22 her case is about.

23 MS. SUAREZ: Okay. Fine. I'll have
24 her call me as a witness ---.

25 JUDGE JOHNSON: She can do that. Since

1 the parties are not able to settle this, let me explain
2 how the hearing is going to proceed. Ms. McGuire, ---

3 MS. MCGUIRE: Okay. Yes, yes.

4 JUDGE JOHNSON: --- you go first and
5 tell me what your case is about, and you can call Ms.
6 Suarez as a witness, if you like. Once you have
7 finished with your testimony, Ms. McGuire, then
8 Attorney Lee will have the opportunity to question you
9 on your testimony. You can give additional testimony
10 in Redirect. I just ask that it not be repetitive.
11 Once you finish with your testimony, Ms. McGuire, you
12 can call your witness, if you like. I assume that's
13 going to be Ms. Suarez. And then after she gives her
14 testimony, Attorney Lee can question Ms. Suarez on her
15 testimony. Also, she can question you on your
16 testimony, Ms. McGuire.

17 Once you're complete with your case,
18 Ms. McGuire, then Attorney Lee goes and she presents
19 her witness and testimony. Ms. McGuire, you can
20 question Attorney Lee's witness, who is Ms. Tarpley, on
21 her testimony. By the same token, Attorney Lee can ask
22 Redirect of her witness ---.

23 MS. MCGUIRE: Okay. Ms. Suarez handles
24 all my business with this because I don't understand
25 any of it so for me to give you testimony is not

1 something I can do because I'm not aware of all the
2 bills and the situations that have arisen. So for me
3 to even give testimony, it wouldn't make any sense
4 because I wouldn't have any idea of what I'm talking
5 about. That's the problem here.

6 JUDGE JOHNSON: I recognize there may
7 be a problem ---.

8 MS. MCGUIRE: Ms. Suarez is my
9 caregiver. She's the one who understands the bills.
10 Therefore, I put her in charge of handling this, and we
11 were told we didn't need an attorney but I guess
12 obviously I do because me testifying to anything I'm
13 not going to understand anything anybody is saying.

14 JUDGE JOHNSON: Well, you can tell me
15 what your case is about, Ms. McGuire. Let me finish
16 how the hearing is going to go. Once Attorney Lee has
17 presented her witness, you can question the witness on
18 the testimony. As I said, Attorney Lee can give
19 Redirect.

20 MS. MCGUIRE: Okay. But you're ---
21 excuse me, you're not understanding.

22 JUDGE JOHNSON: No, I ---.

23 MS. MCGUIRE: I don't understand how to
24 do this. I don't --- I don't understand how to ask any
25 of these questions because I'm not the one that's been

1 dealing with them. That's the thing. So for them to
2 talk to me about anything, I'm not going to have any
3 answers. And number two, I wouldn't even know what to
4 say to the person at all because I don't understand
5 some of what's going on, and I left it to Mary Ann
6 Suarez to make sure she's paid the bills. So she has a
7 full understanding of what's going on. So me to even
8 be here is useless because I have no idea how things
9 got this bad. But what I do know is, you know, there's
10 some situations where I've had shutoff notices for no
11 reason at all, changing of the dates on the bills, and
12 over-billing me, and I was told by PECO Energy there's
13 no such thing as cap rate taxes except in the last one
14 what I understood was that's exactly what they were
15 charging me with, cap rate tax was the non-payment. I
16 don't understand.

17 ATTORNEY LEE: Your Honor, may I?

18 JUDGE JOHNSON: Go ahead. Who is
19 speaking?

20 ATTORNEY LEE: On behalf of PECO, Ms.
21 McGuire is stating that she cannot represent herself
22 and does not know anything about her account. However,
23 she did file a Formal Complaint at Docket F-2014-
24 2427216 ---

25 MS. MCGUIRE: Yes, that was Mary Ann

1 Suarez, yes.

2 ATTORNEY LEE: --- and presented
3 testimony before Judge Salapa. So Ms. McGuire is
4 apparently according to this Decision aware of her
5 account and her account status.

6 MS. MCGUIRE: Yes, I had David
7 Romine ---

8 JUDGE JOHNSON: Let me just ---.

9 MS. MCGUIRE: --- represent me in the
10 last hearing.

11 JUDGE JOHNSON: Okay. Ms. McGuire, let
12 me state this. I will base my decision on whatever
13 evidence you will present. I will base it upon that.
14 Once the parties have completed their case, I'll allow
15 each side to give a closing statement. A closing
16 statement is simply the reasons why the Complainant or
17 the Respondent believes she or it should prevail in
18 this matter. Then the hearing will be adjourned. I
19 will not close the record until I receive a copy of the
20 transcript. At that time, I'll issue an interim order
21 closing the record, and then I'll write a decision.

22 My decision will be mailed to the
23 parties by the Secretary's Bureau, which is located in
24 Harrisburg. My decision will have a cover letter from
25 the Secretary informing the parties that if either side

1 disagrees with my decision you have the right to file
2 exceptions. The letter from the Secretary will also
3 state a time period in which your exceptions must be
4 filed. I will caution the parties that exceptions must
5 be timely filed. Otherwise, the Commission may not
6 consider your exceptions. That's how the hearing will
7 proceed. Does either party have any questions on how
8 the hearing will proceed? Attorney Lee? Attorney Lee?

9 ATTORNEY LEE: Yes, Your Honor?

10 JUDGE JOHNSON: Do you have any
11 questions?

12 ATTORNEY LEE: No, Your Honor.

13 JUDGE JOHNSON: And Ms. McGuire, do you
14 have any questions as to how the hearing will proceed?

15 MS. MCGUIRE: Well, right now I can't
16 represent myself. I don't have an attorney, and this
17 woman represented me before and in helping me do this,
18 in filing that motion. Right now, I really can't go
19 forward. I don't even know what I would even tell you
20 guys ---

21 JUDGE JOHNSON: Well, you can tell me
22 what your case ---.

23 MS. MCGUIRE: --- understanding of the
24 bills, how the situation ---.

25 JUDGE JOHNSON: Ms. McGuire, you can

1 tell me what your case is about. The Commission's
2 regulations do require that testimony be given under
3 oath, so I'd ask everyone who is going to testify to
4 please ---.

5 MS. SUAREZ: Your Honor, let me put it
6 this way now. You just heard from her. I take care
7 and handle her bills, Your Honor, ---

8 JUDGE JOHNSON: Ms. Suarez --- Ms.
9 Suarez ---.

10 MS. SUAREZ: --- whole damn bill from
11 519 West King Street ---.

12 JUDGE JOHNSON: Ms. Suarez --- Ms.
13 Suarez, are you listening to me. You have not been
14 called to testify or asked any questions, so I'd ask
15 you to please follow the procedure. Once Ms. McGuire
16 asks you a question, then you can respond but please do
17 not just interject because the court reporter will not
18 be able to have a clear transcript if there are just
19 these outbursts. So please respect that. I'd ask
20 during the hearing that each side respect each other
21 and that there not be any outbursts. This is simply a
22 question and answer process. So I'd ask everyone who
23 is going to testify, please raise your right hand so I
24 can swear you in.

25 (WITNESSES SWORN EN MASSE)

1 JUDGE JOHNSON: Ms. McGuire?

2 MS. MCGUIRE: Yes, I do.

3 JUDGE JOHNSON: Ms. Suarez?

4 MS. SUAREZ: Yes.

5 JUDGE JOHNSON: And Ms. Partley (sic)?

6 MS. TARPLEY: Your Honor.

7 JUDGE JOHNSON: I didn't hear your
8 response, Ms. Partley (sic).

9 MS. TARPLEY: Tarpley. Yes, Your
10 Honor.

11 JUDGE JOHNSON: Is it Sharpley or
12 Partley?

13 MS. TARPLEY: Tarpley with a T,
14 T-A-R-P-L-E-Y.

15 JUDGE JOHNSON: Thank you, Ms. Tarpley.
16 Let the record reflect that the witnesses have been
17 dully sworn. Now, Ms. McGuire, just simply tell me
18 what your case is about and what are you asking the
19 Commission to do for you? That's something I'm sure
20 you can answer. What are you asking the Commission to
21 do for you?

22 MS. SUAREZ: What the Commission is
23 going to do for me, Your Honor, is the fact that we
24 were over-billed, overcharged for these bills, Your
25 Honor.

1 ATTORNEY LEE: Objection, Your Honor.

2 MS. SUAREZ: Let me finish.

3 JUDGE JOHNSON: Wait, wait.

4 MS. SUAREZ: Let me finish, please.

5 Let me finish, please

6 ATTORNEY LEE: Your Honor, this is Ms.

7 Suarez speaking and not Ms. McGuire.

8 JUDGE JOHNSON: Wait. Who ---?

9 MS. SUAREZ: This is Ms. Suarez
10 speaking and not Ms. McGuire, but Ms. McGuire cannot
11 represent herself. She's asked me ---.

12 JUDGE JOHNSON: Well, I'm going to
13 sustain the objection. I asked Ms. McGuire to tell me
14 what her case is about, not Ms. Suarez. Tell me what
15 your case ---.

16 MS. SUAREZ: She has no knowledge of
17 what the case is about because I handled the entire
18 case for her and all the bills. That's why I asked her
19 to make me --- asked me to be a witness, and that's
20 what I thought. Ms. McGuire is sick right now, Your
21 Honor. She is ill; okay?

22 JUDGE JOHNSON: Let me ask ---.

23 MS. SUAREZ: What I'm trying to tell
24 you right now is this bill from the very first day was
25 a farce. This actually ---

1 JUDGE JOHNSON: Ms. Suarez, I would
2 ask ---.

3 MS. SUAREZ: --- has no knowledge ---.

4 JUDGE JOHNSON: Ms. Suarez, I'd ask you
5 not to ---.

6 MS. SUAREZ: --- bills and ---

7 JUDGE JOHNSON: Ms. Suarez, I'd ask you
8 not to speak.

9 MS. SUAREZ: --- and I want to tell you
10 right now, Your Honor, we are going to continue this
11 with me being the representative of Ms. McGuire. If
12 she can call me as a witness, that's how we're going to
13 do this.

14 JUDGE JOHNSON: No, you're not going to
15 tell me how this hearing is going to be run. No,
16 you're not going to tell me how the hearing is going to
17 be conducted. I am the Judge in this case, not you,
18 Ms. Suarez.

19 MS. SUAREZ: I understand that.

20 JUDGE JOHNSON: So please do not speak
21 out until you're asked a question.

22 MS. SUAREZ: Ms. McGuire is sick and
23 she cannot ---.

24 JUDGE JOHNSON: Please do not speak out
25 until you're asked a question.

1 MS. SUAREZ: Okay.

2 JUDGE JOHNSON: I have a question for
3 you ---.

4 MS. SUAREZ: Suarez, yes.

5 JUDGE JOHNSON: This is for Ms.
6 McGuire, and I'm going to read from your Complaint, Ms.
7 McGuire. You can listen; can't you? Can you listen,
8 Ms. McGuire?

9 MS. SUAREZ: She is sick right now,
10 Your Honor.

11 JUDGE JOHNSON: Ms. McGuire, can you
12 hear my voice; yes or no?

13 MS. SUAREZ: Ms. McGuire cannot answer
14 the questions. She's sick.

15 JUDGE JOHNSON: Ms. McGuire, are you
16 there?

17 MS. SUAREZ: He wants to talk to you,
18 not to me.

19 MS. MCGUIRE: Hello.

20 JUDGE JOHNSON: Ms. McGuire, are you
21 too ill to proceed; is that the case?

22 MS. MCGUIRE: That too; I'm not feeling
23 good.

24 JUDGE JOHNSON: Well, I can continue
25 the hearing but if I continue the hearing the next time

1 --- if you feel you're too ill to proceed, I can
2 continue it. But you're going to have to tell me what
3 your case is about. Ms. Suarez cannot represent you in
4 this matter. So tell me what you'd like to do, Ms.
5 McGuire.

6 MS. MCGUIRE: Okay. I'd like to
7 continue it to another time, please.

8 JUDGE JOHNSON: Do you have any
9 objection, Attorney Lee, to the continuance?

10 ATTORNEY LEE: No, Your Honor. PECO
11 has no objection. But the company would request an in-
12 person hearing for this if Ms. McGuire has no
13 objection.

14 JUDGE JOHNSON: She's in Montgomery
15 County; is that where you're at?

16 MS. MCGUIRE: Yes.

17 JUDGE JOHNSON: And do you have any
18 objection to --- what's your reason for asking for an
19 in-person hearing, Attorney Lee?

20 ATTORNEY LEE: Your Honor, because of
21 the issue of someone else trying to testify for her,
22 there's some credibility issues here. And I think that
23 an in-person hearing to determine who is actually the
24 rate payer, and Ms. McGuire needs to be in front of a
25 judge and present.

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C E R T I F I C A T E

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.

COMMONWEALTH REPORTING COMPANY, INC.

By: Dale Curtis Rose, Jr.
Dale Curtis Rose, Jr.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Dale Curtis Rose, Notary Public
Jenner Twp., Somerset County
My Commission Expires Feb. 10, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT “3”



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

October 8, 2014

F-2014-2427216

Mia McGuire
v.
PECO Energy Company

TO ALL PARTIES:

Enclosed is a copy of the Initial Decision of the Office of Administrative Law Judge.

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Your signed Exceptions to the decision, if any, must be: 1) **filed** with the Secretary of the Commission, **and** 2) mailed or hand-delivered to each party of record, **within twenty (20) days** of the date of this letter.

To file Exceptions with the Secretary of the Commission, you must mail or hand-deliver them as follows:

If using U.S. Postal Service:

Secretary
Pa. Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

If using Overnight or Hand Delivery Service:

Secretary
Pa. Public Utility Commission
400 North Street
Commonwealth Keystone Building, 2nd Floor
Harrisburg, PA 17120

Or, instead of mailing or hand-delivering your Exceptions, you may electronically file them with the Secretary of the Commission. To do so, you need to establish an account on the Commission's eFiling system, which may be accessed at <http://www.puc.state.pa.us/eFiling/default.aspx>. Please note that Exceptions sent to the Commission by fax or e-mail will **not** be accepted for filing.

In addition to filing your Exceptions with the Secretary of the Commission, a courtesy copy of your Exceptions should be e-mailed to the Commission's Office of Special Assistants (OSA) at ra-OSA@pa.gov. If the document is too large to e-mail, please mail or hand-deliver a copy on CD-ROM or DVD (or other data storage media), in Microsoft Word 2010 format or other compatible format to either address noted above.

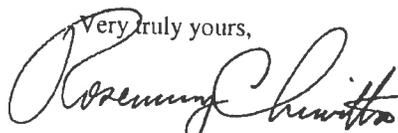
Replies to Exceptions, if any, must be **filed** with the Secretary of the Commission and **served** on each party of record and the Commission's OSA, in the manner described above. **They are due within ten (10) days of the date when Exceptions are due.**

It is your responsibility to serve all the parties with your Exceptions and Replies to Exceptions. Failure to do so may render your filing unacceptable. A certificate of service (see format in 52 Pa. Code §1.58) shall be attached to the filed Exceptions or Replies to Exceptions.

Exceptions and Replies to Exceptions shall follow 52 Pa. Code §§5.533 and 5.535 particularly the 40-page limit for Exceptions and the 25-page limit for Replies to Exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)". Any reference to specific sections of the Administrative Law Judge's Initial Decision shall include the page number(s) of the cited section of the decision.

If no Exceptions are received, the decision of the Administrative Law Judge may become final without further Commission action. You will receive written notification if this occurs.

Very truly yours,


Rosemary Chiavetta
Secretary

JF
Enclosures
Certified Mail
Receipt Requested

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Mia McGuire

v.

PECO Energy Company

:
:
:
:
:

F-2014-2427216

INITIAL DECISION

Before
David A. Salapa
Administrative Law Judge

INTRODUCTION

The customer filed a complaint against her electric utility alleging incorrect charges on her bill. This decision denies the complaint because the customer had the potential to use the amount of electricity for which she was billed and because her electric meter accurately registered the amount of her electricity usage.

HISTORY OF THE PROCEEDING

On June 9, 2014, Mia McGuire (Complainant) filed a complaint with the Pennsylvania Public Utility Commission (Commission) against PECO Energy Company (Respondent). The complaint is a timely appeal of the Commission's Bureau of Consumer Services (BCS) decision, dated May 8, 2014, at BCS No. 3210659, that dismissed the Complainant's informal complaint.

The complaint alleges that the Complainant's bills are too high. The complaint further alleges that the Respondent improperly transferred \$1,000 in arrearages from an account

at a prior address to the Complainant's current account. The complaint asserts that the Complainant's rent at the prior address included the cost of her electric service.

The complaint claims that if the Complainant does not pay her bills on time, the Respondent adds exorbitant penalties and late fees to her bills. In addition, the complaint asserts that the Respondent incorrectly calculated Complainant's budget billing amount.

The complaint alleges that the Complainant is disabled and on the Respondent's customer assistance program (CAP). The complaint requests that the Commission direct the Respondent to remove all the penalties and late fees from the Complainant's bills and provide her with a credit on her bill equivalent to five years usage as compensation for the pain, suffering and stress the Respondent has caused to the Complainant.

The Respondent filed an answer to the Complainant's complaint on June 30, 2014. The answer admits that the Respondent provides service to the Complainant at the address shown on the complaint. The answer denies that the Complainant's bills are inaccurate or that the Respondent improperly transferred a balance to the Complainant's current account from her prior account.

The answer admits that the Complainant is enrolled in the Respondent's CAP program and asserts that all of the Complainant's arrearages are CAP arrearages. The answer requests that the Commission deny the complaint.

By hearing notice dated July 23, 2014, the Commission scheduled a telephonic hearing for this matter on September 8, 2014 at 10:00 a.m. and assigned the case to me. I issued a prehearing order dated July 23, 2014, addressing, inter alia, requests for continuance, subpoena procedures, attorney representation and the Commission's policy encouraging settlements.

I conducted a telephonic hearing on September 8, 2014. David Romine, Esquire represented the Complainant who presented testimony in support of her complaint. Shawane L. Lee, Esquire represented the Respondent, which presented two witnesses who sponsored nine

exhibits that I admitted into the record. The initial hearing resulted in a transcript of 56 pages. The record closed on September 22, 2014, the date the transcript was filed with the Secretary's Bureau. For the reasons set forth below, I will deny the complaint.

FINDINGS OF FACT

1. The Complainant in this case is Mia McGuire. N.T. 7.
2. The Respondent in this case is PECO Energy Company. N.T. 7.
3. The Complainant currently resides at 519 West King Street, Apartment 1A, Philadelphia. N.T. 7.
4. Each bill the Complainant receives from the Respondent has a different day of the month as the due date. N.T. 10.
5. The Complainant previously resided at 3900 Terrace Street, Apartment 3, Philadelphia from 2005 to 2007. N.T. 14, PECO Ex. 1.
6. The Complainant was enrolled in the Respondent's CAP program starting on November 9, 2005. N.T. 16.
7. The Complainant was removed from the CAP when the account for 3900 Terrace Street was closed. N.T. 16, PECO Ex. 4.
8. During the time that the Complainant was enrolled in the CAP, she reported her income to the Respondent in order to remain enrolled in the CAP. N.T. 17-18, PECO Ex. 2.
9. At the time the account for 3900 Terrace Street was closed, the Complainant had an outstanding balance on the account of \$182.01. N.T. 16.

10. The Respondent charged off the balance of \$182.01 for the account at 3900 Terrace Street. N.T. 16.
11. The Respondent did not transfer the balance of \$182.01 to any subsequent account of the Complainant. N.T. 19.
12. The Complainant commenced service at 519 West King Street on July 14, 2009. N.T. 18-19, 21, PECO Ex. 3.
13. The Respondent did not transfer a balance from another account to the Complainant's current account. N.T. 19, 22, PECO Ex. 3.
14. The Complainant enrolled in the Respondent's CAP on February 18, 2010. N.T. 22-23, PECO Ex. 4.
15. The Complainant was still enrolled in the CAP as of the date of the hearing. N.T. 24.
16. The Complainant has an account balance for the 519 West King Street residence of \$1,299.31. N.T. 24.
17. The entire balance for the account at 519 West King Street consists of CAP arrears. N.T. 25.
18. The Complainant is a budget billing customer, paying \$142.00 per month for her service. N.T. 26, PECO Ex. 3.
19. Pursuant to the Respondent's tariff section 17.6, the Respondent placed the Complainant on its budget billing program at the Complainant's request. N.T. 26-27, PECO Ex. 11.

20. The Complainant has been late in paying her budget bill amounts. N.T. 27-28, PECO Ex. 3.

21. The Respondent has billed the Complainant a late payment charge of 1.5%, pursuant to its tariff section 17.5. N.T. 28, PECO Exs. 3, 11.

22. The Complainant filed an informal complaint with BCS on March 24, 2014 at BCS No. 3210659, alleging overbilling. N.T. 31, PECO Ex. 9.

23. BCS dismissed the informal complaint by decision dated May 8, 2014. N.T. 32, PECO Ex. 10.

24. As a result of the informal complaint, the Respondent initiated a high bill investigation. N.T. 32.

25. As part of its high bill investigation, the Respondent sent an employee to the Complainant's residence on May 9, 2014. N.T. 32, PECO Ex. 12.

26. The employee completed a high bill report indicating the electric appliances in the Complainant's residence and the estimated electricity usage for each appliance to arrive at an estimate of the Complainant's potential electricity usage. N.T. 38-40, PECO Ex. 12.

27. The Complainant's account statement indicated that the Complainant's actual electric usage for the winters of 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 was each less than her estimated potential electric usage. N.T. 41-45.

28. The Respondent's employee tested the Complainant's electric meter by performing a passing load test. N.T. 46, PECO Ex. 12.

29. The passing load test indicated that the Complainant's meter accurately registered the electricity being used by the Complainant's refrigerator. N.T. 46, PECO Ex. 12.

30. The employee idled the Complainant's electric meter by disconnecting all the Complainant's appliances to make sure the meter was not registering an additional load. N.T. 45, PECO Ex. 12.

31. The meter did not register any additional load. N.T. 45, PECO Ex. 12.

32. The employee shut off the main breaker at the Complainant's residence to ensure that none of the hallway lights were affected by shutting off the main breaker. N.T. 46-47, PECO Ex. 12.

33. No hall lights or other common area lights were affected when the employee shut off the Complainant's main breaker. N.T. 47, PECO Ex. 12.

34. The employee checked that there was no meter mix up at the Complainant's residence by verifying that the meter number for Complainant's residence matched the meter number shown on the Complainant's bill. N.T. 47, PECO Ex. 12.

35. The numbers matched, indicating that there was no meter mix up. N.T. 47, PECO Ex. 12.

36. The Respondent's employee informed the Complainant of the results of his investigation. N.T. 48, PECO Ex. 12.

DISCUSSION

Before addressing the merits of the Complainant's complaint, I will address the Complainant's request that the Commission order the Respondent to provide a credit on the Complainant's account equivalent to five years usage as compensation for the pain, suffering

and stress the Respondent has caused to the Complainant. The Commission lacks the authority to issue such an order because the request is a request for monetary damages.

Although it has general jurisdiction over service and billing disputes between public utilities operating in Pennsylvania and their customers, the Commission, as a creation of the General Assembly, has only the powers and authority granted to it by the General Assembly contained in the Public Utility Code. The Public Utility Code simply does not grant the Commission the authority to award monetary damages in this case. There is no question that the Commission lacks authority to award monetary damages. Terminato v. Pa. National Insurance Co., 645 A.2d 1287 (Pa. 1994); Elkin v. Bell Tel. Co. of Pa., 420 A.2d 371 (Pa. 1980); Feingold v. Bell Tel. Co. of Pa., 383 A.2d 791 (Pa. 1977); Ostrov v. I.F.T., Inc., 586 A.2d 409 (Pa. Super. 1991); Poorbaugh v. Pa. Pub. Util. Comm'n., 666 A.2d 744 (Pa. Cmwlth. 1995).

The Commission has jurisdiction over service disputes between public utilities operating in Pennsylvania and their customers. The facts alleged in the Complainant's complaint, if proven true, could constitute unreasonable service in violation of the Public Utility Code or Commission regulations. In that event, a civil penalty may be appropriate, pursuant to 66 Pa.C.S. § 3301.

However, even if the facts alleged in the Complainant's complaint were proven to be true, the Commission could not award the relief requested by the Complainant. The Complainant's request that the Commission order the Respondent to compensate her for pain, suffering and stress is a request for monetary damages and is beyond the authority the General Assembly has granted to the Commission.

Turning to the merits of the Complainant's complaint, the Complainant in this proceeding has the burden of proof to show that the Respondent is responsible or accountable for the problem described in the complaint. Patterson v. Bell Telephone Co. of Pa., 72 Pa. PUC 196 (1990), Feinstein v. Philadelphia Suburban Water Co., 50 Pa. PUC 300 (1976). The Complainant must establish her case by a preponderance of the evidence. Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n., 578 A.2d 600 (Pa. Cmwlth. 1990), alloc. den., 602 A.2d 863 (Pa. 1992). To meet

her burden of proof, the Complainant must present evidence more convincing, by even the smallest amount, than that presented by the Respondent. Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950). Here the Complainant alleges overbilling by the Respondent.

Since the Complainant's complaint alleges overbilling, the Complainant's burden of proof is governed by Waldron v. Philadelphia Electric Co., 54 Pa. PUC 98 (1980) (Waldron). In Waldron, the Commission concluded that a complainant may establish a prima facie overbilling case by showing that: (1) the number of occupants of the household has not changed; (2) the potential for energy utilization is low; and (3) the prior billing history shows no previous abnormalities. If the Complainant has submitted such evidence, the burden of going forward with the evidence shifts to the Respondent. If the Respondent fails to rebut the Complainant's evidence, then the Complainant would prevail. If the Respondent places evidence into the record to rebut the Complainant's prima facie case, the burden of going forward with the evidence shifts back to the Complainant. In order to satisfy the burden of proof, the Complainant must rebut the Respondent's evidence by a preponderance of the evidence.

Although the burden of going forward with the evidence may shift from one party to another during a proceeding, the "burden of proof" never shifts. It always remains on the Complainant. Replogle v. Pennsylvania Electric Co., 54 Pa. PUC 528 (1980).

The Commonwealth Court broadened the Commission's ruling in Waldron in Milkie v. Pa. Pub. Util. Comm'n, 768 A.2d 1217 (Pa. Cmwlth. 2001) (Milkie). The Commonwealth Court held that the Commission's requirement that a complainant must establish certain specific elements in order to make out a prima facie case was too restrictive. The Commonwealth Court ruled that even where the utility has presented evidence that it has tested the customer's meter and found it to be accurate, the customer may prove his or her case by circumstantial evidence that the metered usage exceeded actual usage.

Subsequent to the Milkie decision, the Commission has determined that it may consider the billing history of the account, any change in usage pattern or any other relevant facts or circumstances that come to light during the proceeding. Bennett v. Peoples Natural Gas Co.,

Docket No. C-2009-2122979 (Order entered October 13, 2010); Thomas v. PECO Energy Co., Docket No. C-2010-2187197 (Order entered November 15, 2011). The Waldron rule protects the Complainant from dismissal because of her inability to produce direct proof that her meter has malfunctioned.

As noted above, the burden of proof always remains with the Complainant and if the Respondent presents evidence that is co-equal or greater in weight than the Complainant's, the Complainant will not have met her burden of proof. The Commonwealth Court in Milkie emphasized that the mere proof by the utility that its measuring devices are accurate is no longer the sole determinant of whether there is a basis to a complaint of overbilling. Burleson v. Pa. Pub. Util. Comm'n, 461 A.2d 1234 (Pa. 1983).

In this case, the Complainant alleged that she is paying more for her electricity than she should be. In addition, the Complainant asserted that the Respondent transferred an outstanding balance from a previous account to her current account. Finally, the Complainant contended that the due dates for her bills from the Respondent varied from month to month, making it difficult for her to pay them. I will provide a brief summary of the testimony of the Complainant and the Respondent before addressing that Complainant's contentions.

In support of her contentions, the Complainant testified that she currently resides at 519 West King Street, Apartment 1A, Philadelphia. N.T. 7. The Complainant stated that each bill she receives from the Respondent has a different day of the month as the due date. N.T. 10. According to the Complainant, the changing due dates on her bills make it difficult for her to pay the bills in a timely fashion.

The Complainant attempted to testify about a shut off notice she received from the Respondent and her attempts to obtain a medical certificate. N.T. 8-9. I sustained the Respondent's objection to this testimony as irrelevant since the Complainant's complaint did not contain any allegations that the Respondent improperly attempted to terminate the Complainant's service and the Respondent did not have notice of the issue or the opportunity to prepare a defense. N.T. 8-9.

In addition, counsel for the Complainant had the opportunity, pursuant to 52 Pa.Code § 5.91(a) to file an amended complaint but failed to do so more than 5 days prior to the hearing as required by 52 Pa.Code § 5.91(c). To the extent that counsel for the Complainant's attempt to introduce evidence regarding the Respondent's attempt to terminate her service can be viewed as a request to amend the complaint at the hearing, pursuant to 52 Pa.Code § 5.92(c), granting the request would prejudice the Respondent since it did not have notice of the issue prior to the hearing and did not have the opportunity to prepare a defense. Given the Respondent's lack of notice, it was appropriate to prohibit the introduction of evidence on the issue.

In response to the Complainant's testimony, the Respondent first presented evidence concerning the Complainant's account at her prior residence. According to the Respondent's records, the Complainant previously resided at 3900 Terrace Street, Apartment 3, Philadelphia from 2005 to 2007. N.T. 14, PECO Ex. 1.

The Respondent's records indicate that the Complainant was enrolled in the Respondent's CAP program starting on November 9, 2005. N.T. 16. The Complainant was removed from the CAP when the account for 3900 Terrace Street was closed. N.T. 16, PECO Ex. 4. During the time that the Complainant was enrolled in the CAP, she reported her income to the Respondent in order to remain enrolled in the CAP. N.T. 17-18, PECO Ex. 2.

At the time the account for 3900 Terrace Street was closed, the Complainant had an outstanding balance on the account of \$182.01. N.T. 16. The Respondent charged off the balance of \$182.01 for the account at 3900 Terrace Street. N.T. 16. The Respondent did not transfer the balance of \$182.01 to any subsequent account of the Complainant. N.T. 19.

According to the Respondent's records, the Complainant commenced service at 519 West King Street on July 14, 2009. N.T. 18-19, 21, PECO Ex. 3. The Respondent's records for the Complainant's residence at 519 West King Street do not indicate that the

Respondent transferred a balance from another account to the Complainant's current account. N.T. 19, 22, PECO Ex. 3.

The Respondent's records show that the Respondent enrolled in the Respondent's CAP on February 18, 2010. N.T. 22-23, PECO Ex. 4. The Complainant was still enrolled in the CAP as of the date of the hearing. N.T. 24. The Complainant has an account balance for the 519 West King Street residence of \$1,299.31. N.T. 24. The entire balance consists of CAP arrears. N.T. 25.

The Complainant is a budget billing customer, paying \$142.00 per month for her service. N.T. 26, PECO Ex. 3. Pursuant to the Respondent's tariff section 17.6, the Respondent placed the Complainant on its budget billing program at the Complainant's request. N.T. 26-27, PECO Ex. 11.

The Respondent's records show that the Complainant has been late in paying her budget bill amounts. N.T. 27-28, PECO Ex. 3. As a result of the Complainant's late payments, the Respondent has billed the Complainant a late payment charge of 1.5%, pursuant to its tariff section 17.5. N.T. 28, PECO Exs. 3, 11.

The Complainant filed an informal complaint with BCS on March 24, 2014 at BCS No. 3210659, alleging overbilling. N.T. 31, PECO Ex. 9. BCS dismissed the informal complaint by decision dated May 8, 2014. N.T. 32, PECO Ex. 10.

As a result of the informal complaint, the Respondent initiated a high bill investigation. N.T. 32. As part of its high bill investigation, the Respondent sent an employee to the Complainant's residence on May 9, 2014. N.T. 32, PECO Ex. 12.

The employee completed a high bill report indicating the electric appliances in the Complainant's residence and the estimated electricity usage for each appliance to arrive at an estimate of the Complainant's potential electricity usage. N.T. 38-40, PECO Ex. 12. The Respondent's witness compared this potential electricity usage with the usage shown on the

Complainant's account statement. N.T. 40-42 The account statement indicated that the Complainant's actual electric usage for the winters of 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 was each less than her estimated potential electric usage. N.T. 41-45.

In addition to completing a high bill report, the Respondent's employee also investigated other possible reasons for overbilling. The employee tested the Complainant's electric meter by performing a passing load test. N.T. 46, PECO Ex. 12. The passing load test indicated that the Complainant's meter accurately registered the electricity being used by the Complainant's refrigerator. N.T. 46, PECO Ex. 12.

The employee also idled the Complainant's electric meter by disconnecting all the Complainant's appliances to make sure the meter was not registering an additional load. N.T. 45, PECO Ex. 12. The meter did not register any additional load. N.T. 45, PECO Ex. 12.

The employee shut off the main breaker at the Complainant's residence to ensure that none of the hallway lights were affected by shutting off the main breaker. N.T. 46-47, PECO Ex. 12. No hall lights or other common area lights were affected when the employee shut off the Complainant's main breaker. N.T. 47, PECO Ex. 12.

The employee checked that there was no meter mix up at the Complainant's residence by verifying that the number on the meter for Complainant's residence matched the meter number shown on the Complainant's bill. N.T. 47, PECO Ex. 12. The numbers matched, indicating that there was no meter mix up. N.T. 47, PECO Ex. 12. The Respondent's employee informed the Complainant of the results of his investigation. N.T. 48, PECO Ex. 12.

Having provided a brief summary of the testimony of the Complainant and the Respondent, I will now address the Complainant's arguments regarding the alleged overbilling by the Respondent. The Complainant did not provide any evidence regarding her electricity usage other than general assertions that her bills were too high. The Complainant's general assertions are incorrect for several reasons.

First, there are enough appliances in the residence using electricity to justify the usage shown on the Complainant's bills. The Respondent presented evidence that the Complainant's residence had a refrigerator, microwave, stove, television, cable box, VCR or DVD and computer. PECO Ex. 12. In addition, the Complainant's residence has electric baseboard heat. PECO Ex. 12.

The Respondent's witness, Mr. Lerro, testified that the Respondent's employee performed a billing analysis that estimated electric usage at the Complainant's residence. The billing analysis listed all of the electric appliances at the residence along with their potential estimated electricity usage. The billing analysis calculated the estimated potential electricity usage for each appliance and a total potential usage for the residence.

The amount of usage shown on the Complainant's bills is less than the calculated total potential usage, indicating that the Complainant was using less electricity than would be expected, given the number and type of appliances present in the Complainant's residence. The Complainant did not present any evidence challenging the potential usage figures given by the Respondent for any of the appliances in her residence.

Second, there is no indication that the Respondent is billing the Complainant for any usage other than her own. The tests performed by the Respondent at the Complainant's residence indicate no foreign load at the residence. The Respondent's employee inspected the Complainant's meter and breaker panel and found no evidence that the Complainant's meter was registering any electricity from any source other than the Complainant's residence. Therefore, I conclude that there was no foreign load being registered on the Complainant's meter.

In addition, the Respondent verified that there was no meter mix up at the residence. The Respondent's employee reported that the Complainant's meter was registering usage from the Complainant's residence and not another apartment. Therefore, I conclude that the Complainant's meter was properly registering usage from the Complainant's residence.

Third, the Complainant's meter is accurately recording her electricity usage. The Respondent tested the Complainant's meter for accuracy and determined that the meter was accurately recording the Complainant's electric usage.

Based on the evidence presented, I conclude that the Complainant's bills are correct as rendered. The Complainant was capable of using the amount of electricity shown on her bills. There is no foreign load present. The Complainant's meter is registering usage from her apartment, not another. The meter at the Complainant's residence tested as accurate. Therefore, the Complainant has failed to prove by a preponderance of the evidence that her electric bills were too high or in any way inaccurate.

The Complainant's complaint claims that the late fees the Respondent charged her are unreasonable. However, the Respondent's records show that the Complainant has failed to pay her bills in a timely fashion. As a result of the Complainant's late payments, the Respondent has billed the Complainant a late payment charge of 1.5%, pursuant to its tariff section 17.5. The Complainant did not present any evidence to rebut the Respondent's evidence that Complainant failed to pay her bills in a timely fashion.

The Complainant did not cross examine the Respondent's witness regarding the calculation of the amount of the late fees charged to her account. The Complainant did not present any evidence regarding the calculation of the late fees that contradicts the information set forth in her statement of account. The Complainant has failed to show by a preponderance of the evidence that the Respondent has miscalculated the amount of the late fees charged to the Complainant.

To the extent that the allegations in the complaint can be read as challenging the Respondent's authority to charge interest on the account balance due, the Complainant's challenge is without merit. To the contrary, the Commission's regulations authorize the Respondent to impose late fees on the Complainant's account in certain circumstances. The Commission has established regulations at 52 Pa.Code § 56.22 governing the accrual of late payment charges which states:

§ 56.22. Accrual of late payment charges.

- (a) Every public utility subject to this chapter is prohibited from levying or assessing a late charge or penalty on any overdue public utility bill, as defined in § 56.21 (relating to payment), in an amount which exceeds 1.5% interest per month on the overdue balance of the bill. These charges are to be calculated on the overdue portions of the bill only. The interest rate, when annualized, may not exceed 18% simple interest per annum.
- (b) An additional charge or fixed fee designed to recover the cost of a subsequent rebilling may not be charged by a regulated public utility.
- (c) Late payment charges may not be imposed on disputed estimated bills, unless the estimated bill was required because public utility personnel were willfully denied access to the affected premises to obtain an actual meter reading.
- (d) A public utility may waive late payment charges on any customer accounts. The Commission may only order a waiver of late payment charges levied by a public utility as a result of a delinquent account for customers with a gross monthly household income not exceeding 150% of the Federal poverty level. See 66 Pa.C.S. § 1409 (relating to late payment charge waiver).

The regulation at 52 Pa.Code § 56.22 sets the maximum rate of interest of 1.5% per month that a public utility may charge on the overdue balance of the bill. The Respondent's evidence indicates that it charged the Complainant a late fee of 1.5% per month on the unpaid amounts in the Complainant's account. The Respondent assessed the late fees on the Complainant's account based on its tariff rule 17.5.

The portion of Respondent's tariff rule 17.5, governing late fees, provides that the Respondent will add a late fee to a customer's unpaid balance until the entire bill is paid. If the payment is received more than five days after the due date shown on the bill, the late fee will be

added. The late fee for residential service is 1.5% per month. The Respondent contends that it has complied with the Public Utility Code and Commission regulations in this case because it has complied with the terms and conditions under which it may assess late charges on the Complainant's account as set forth in its tariff. I agree.

A tariff is a set of operating rules imposed by the Commission that each public utility must follow in order to provide service to its customers. PPL Electric Utilities Corp. v. Pa. Pub. Util. Comm'n, 912 A.2d 386 (Pa. Cmwlth. 2006). Each public utility must file a copy of its tariff with the Commission setting forth its rates, services, rules, regulations and practices so that the public may inspect its contents. 66 Pa.C.S. § 1302; 52 Pa.Code § 53.25; Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm'n, 808 A.2d 1044 (Pa. Cmwlth. 2002). Public utility tariffs must be applied consistent with their language. Public utility tariffs have the force and effect of law and are binding on the public utility and its customers. Pennsylvania Electric Co. v. Pa. Pub. Util. Comm'n, 663 A.2d 281 (Pa. Cmwlth. 1995). The Commission has no authority to allow a public utility to deviate from its tariff even where the Commission concludes it is in the public interest. Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm'n, 808 A.2d 1044 (Pa. Cmwlth. 2002). A public utility may not charge a rate other than the rates set forth in its tariff. 66 Pa.C.S. § 1303.

In this case, the Respondent has calculated the amount of the late fees it has assessed on the Complainant's account consistent with its tariff. The Respondent has complied with the Public Utility Code and Commission regulations in this case because it calculated the late fees in compliance with its tariff. The Complainant has failed to prove by a preponderance of the evidence that the Respondent improperly calculated the late fees assessed on her account.

I will next address the Complainant's allegation that the Respondent transferred an outstanding balance from a previous account to her current account. The Respondent presented evidence that there was an outstanding balance from the Complainant's prior account at 3900 Terrace Street. However, the Respondent also presented evidence that it wrote off this amount and did not transfer that balance to the Complainant's current account.

The Complainant did not present any evidence refuting the Respondent's evidence on this issue. Therefore, the Complainant has failed to prove by a preponderance of the evidence that the Respondent improperly transferred an outstanding balance from a previous account to her current account.

Finally, I will address the Complainant's allegation that the due dates for her bills from the Respondent varied from month to month, making it difficult for her to pay them. The Complainant apparently contends that the Respondent's failure to provide her bills with the same due date each month constitutes unreasonable service. I will address this contention after briefly setting forth the Commission's jurisdiction over complaints alleging unreasonable public utility service.

The statute at 66 Pa.C.S. § 1501 governs any allegations of unreasonable or inadequate service. Pursuant to 66 Pa.C.S. § 1501, the Commission has original jurisdiction over the reasonableness and adequacy of public utility service. Elkin v. Bell Telephone Co., 372 A.2d 1203 (Pa. Super. 1977) aff'd 420 A.2d 371 (Pa. 1977); Behrend v. Bell Telephone Co., 243 A.2d 346 (Pa. 1968). As a general proposition, neither the Public Utility Code nor the Commission's regulations require public utilities to provide constantly flawless service. The Public Utility Code at 66 Pa.C.S. § 1501 does not require perfect service or the best possible service but does require public utilities to provide reasonable and adequate service. Analytical Laboratory Services, Inc. v. Metropolitan Edison Co., Docket No. C-2006608 (Order entered December 21, 2007); Emerald Art Glass v. Duquesne Light Co., Docket No. C-00015494 (Order entered June 14, 2002); Re: Metropolitan Edison Co., 80 Pa. PUC 662 (1993).

Having briefly set forth the Commission's jurisdiction over complaints alleging unreasonable public utility service, I will now address the Complainant's contention that the Respondent's failure to provide her bills each month with the same day of the month as the due date constitutes unreasonable service.

The Respondent does not contest the Complainant's contention that the due dates for the Complainant's bills vary from month to month. Its account statement for the

Complainant supports such a conclusion. PECO Ex. 3. The Complainant apparently contends that the Respondent should provide her bills each month with the same day of the month as the due date so that she has sufficient funds to pay the bills every month. I disagree that the Respondent's actions in providing bills to the Complainant with different due dates constitute unreasonable service. I do so for two reasons.

First, the Respondent complied with the Commission's regulations governing the frequency of billing at 52 Pa.Code § 56.11 which states in part as follows:

§ 56.11. Billing frequency.

- (a) A public utility shall render a bill once every billing period to every residential customer in accordance with approved rate schedules.

The Commission's regulations at 52 Pa.Code § 56.2 defines "billing period" as follows:

Billing period—In the case of public utilities supplying gas, electric and steam heating service, the billing period must conform to the definition of "billing month." In the case of water and wastewater service, a billing period may be monthly, bimonthly or quarterly as provided in the tariff of the public utility. Customers shall be permitted to receive bills monthly and be notified of their rights thereto.

The Commission's regulations at 52 Pa.Code § 56.2 defines "billing month" as follows:

Billing month—A period of not less than 26 days and not more than 35 days except in the following circumstances:

- (i) An initial bill for a new customer may be less than 26 days or greater than 35 days. However, if an initial bill exceeds 60 days, the customer shall be given the opportunity to amortize the amount over a period equal to the period covered by the initial bill without penalty.
- (ii) A final bill due to discontinuance may be less than 26 days or greater than 35 days but may never exceed 42 days. In cases involving termination, a final bill may be less than 26 days.

(iii) Bills for less than 26 days or more than 35 days shall be permitted if they result from a rebilling initiated by the company or customer dispute to correct a billing problem.

(iv) Bills for less than 26 days or more than 35 days shall be permitted if they result from a meter reading route change initiated by the public utility. The public utility shall informally contact the Director of the Bureau of Consumer Services at least 30 days prior to the rerouting and provide information as to when the billing will occur, the number of customers affected and a general description of the geographic area involved. If a bill resulting from a meter rerouting exceeds 60 days, the customer shall be given the opportunity to amortize the amount over a period equal to the period covered by the bill without penalty.

Pursuant to these regulations, the Respondent, as an electric utility, must render a bill to the Complainant for a billing period of not less than 26 days or more than 35 days. A review of the Complainant's account statement for the billing periods from July, 2009 to July, 2014 indicates that every bill the Respondent sent to complainant was for a billing period of between 26 and 35 days. PECO Ex. 3. Therefore, the Respondent complied with the regulation at 52 Pa.Code § 56.11.

Second, the Respondent complied with the Commission's regulations governing the payment of utility bills at 52 Pa.Code § 56.21 which states in part as follows:

§ 56.21. Payment.

The due date for payment of a bill may not be no less than 20 days from the date of transmittal; that is, the date of mailing, electronic transmission or physical delivery of the bill by the public utility to the customer.

(1) *Extension of due date to next business day.* If the last day for payment falls on a Saturday, Sunday, bank holiday or other day when the offices of the public utility which regularly receive payments are not open to the general public, the due date shall be extended to the next business day.

(2) *Date of payment by mail.* For a remittance by mail, one or more of the following applies:

(i) Payment shall be deemed to have been made on the date of the postmark.

(ii) The public utility may not impose a late payment charge unless payment is received more than 5 days after the due date.

(3) *Branch offices or authorized payment agents.* The effective date of payment to a branch office or authorized payment agent, unless payment is made by mail under paragraph (2), is the date of actual receipt of payment at that location.

(4) *Electronic transmission.* The effective date of a payment electronically transmitted to a public utility is the date of actual receipt of payment.

(5) *Fees.* Fees or charges assessed and collected by the public utility for utilizing a payment option must be included in the public utility's tariff on file at the Commission.

(6) *Multiple notifications.* When a public utility advises a customer of a balance owed by multiple notices or contacts which contain different due dates, the date on or before which payment is due shall be the latest due date contained in any of the notices.

Pursuant to this regulation, the Respondent, as an electric utility, must indicate on its bills to the Complainant that the due date for the bill is not less than 20 days from the date that the Respondent transmits the bill. A review of the Complainant's account statement indicates that every bill the Respondent sent to the Complainant contained a due date that was more than 20 days from the date the Respondent transmitted the bill. PECO Ex. 3. Therefore, the Respondent complied with the regulation at 52 Pa.Code § 56.21.

Neither of the regulations cited above require the Respondent to provide the Complainant bills each month with the same day of the month as the due date. In the absence of any regulation requiring the Respondent to provide its customers with bills containing the same due date each month, the Respondent had no obligation to do so in this case in order to provide reasonable service to the Complainant. I conclude that the Complainant has failed to establish by a preponderance of the evidence that the Respondent violated any Commission order or regulation by providing the Complainant with bills each month with different due dates.

In summary, I conclude that the Complainant has failed to establish by a preponderance of the evidence that the Respondent overbilled her for her electric service or

improperly transferred an outstanding balance from a previous account to her current account. I also conclude that the Complainant has failed to establish by a preponderance of the evidence that the Respondent provided unreasonable service to her. For the foregoing reasons, I will deny the complaint and enter the following order.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is on the Complainant.
3. The Complainant has not met her burden of proving that she is entitled to relief. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Mia McGuire against PECO Energy Company at Docket No. F-2014-2427216 is hereby denied.
2. That the proceeding at Docket No. F-2014-2427216 is marked closed.

Date: September 26, 2014

/s/
David A. Salapa
Administrative Law Judge

EXHIBIT “4”

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Mia McGuire

v.

PECO Energy Company

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:
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F-2014-2427216

FINAL ORDER

In accordance with the provisions of Section 332(h) of the Public Utility Code, 66 Pa. C.S. §332(h), the decision of Administrative Law Judge David A. Salapa dated September 26, 2014, has become final without further Commission action;

THEREFORE,

IT IS ORDERED:

1. That the complaint of Mia McGuire against PECO Energy Company at Docket No. F-2014-2427216 is hereby denied.
2. That the proceeding at Docket No. F-2014-2427216 is marked closed.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ENTERED: November 12, 2014