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November 14, 2016

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

RE: Patrice Harris v. PECO Energy Company
PUC Docket No.: F-2016-2537039

Dear Ms. Chiavetta:

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a long horizontal flourish extending to the right.

Shawane Lee
Counsel for PECO Energy Company

cc: Certificate of Service

SL/ab

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PATRICE HARRIS

Complainant

v.

PECO ENERGY COMPANY

Respondent

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DOCKET NO. F-2016-2537039

REPLY EXCEPTIONS OF PECO ENERGY COMPANY

**Shawane L. Lee, Esquire
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Counsel for PECO Energy Company**

DATE: November 14, 2016

REPLY EXCEPTIONS

PECO Energy Company (“PECO”) hereby replies to the Exceptions filed by Patrice Harris (“Complainant”) in the above-referenced matter. On March 28, 2016, Complainant filed a formal complaint against PECO. In her formal complaint, Complainant alleges that her bills for the first and second floor of 4708 Oxford Avenue, Philadelphia, PA are incorrect. The Complainant requests that the Public Utility Commission investigate the charges and remove them from her bill. Respondent, PECO filed an Answer on April 18, 2016, stating that Complainant’s billing concerns have been investigated and that she has been correctly billed.

An in-person hearing was held before Administrative Law Judge Christopher P. Pell (“ALJ Pell”) on June 24, 2016. ALJ Pell issued an Initial Decision on October 12, 2016, wherein he dismissed Complainant’s formal complaint, stating that she had not met her burden of proof that PECO had billed her incorrectly. The Complainant excepts to the decision issued by ALJ Pell and states the following:

Exception (1): The Complainant disputes PECO’s testimony and the decision the Complainant does not have high bills based upon PECO’s consideration of appliances and probability of watts used.

At the hearing, PECO presented high bill field reports dated February 10, 2015 and April 16, 2015, for the Complainant’s first and second floor service. The high bill reports contain a cost estimate or “appliance analysis” which includes the appliances the Complainant has in her home and the average kilowatt hours that appliance uses. The appliance analysis demonstrates that the Complainant has the potential to use the service billed. Tr. 94 and Tr. 99. The high bill field technician testified that the average kilowatt hours on the cost estimate represent the national average for appliances. The appliance analysis is not designed to address the number of

hours the appliance uses as suggested in the Complainant's exceptions, but rather, her potential to use the billed service based on the appliance she has in her home. The appliance analysis is simply one method PECO uses to gauge whether the company has accurately billed for the service used. In this case, the company also performed tests to determine the accuracy of the meter. With this information, ALJ Pell correctly determined that PECO had not met her burden of proving that PECO had incorrectly billed her.

Exception (2), (6) and (9): The Complainant disputes that ALJ Pell excluded the hearsay business report from her electrician – Adelpia Electric.

After the June 24, 2016, hearing, the Complainant hired an electrician and submitted an invoice dated June 2016 from Adelpia Electric, LLC as a late filed exhibit. She stated in her late filed submission that her electrician had come to the property on June 28, 2016, to investigate and found two hot water heaters connected to her service. PECO objected to the Complainant's late-filed exhibit. First, the electrician's receipt is hearsay and does not fall within the business record exception to hearsay as the Complainant contends. PECO had no opportunity to cross-examine the electrician regarding the validity of the receipt, his investigation, or his findings. The receipt was offered to prove the truth of the matter asserted – that there is a foreign wiring condition at the Complainant's property. This is classic hearsay; and therefore, ALJ Pell properly excluded it from evidence. Second, the receipt is irrelevant. The electrician performed his investigation on June 28, 2016 – after the hearing. When PECO went to the Complainant's residence to perform a high bill field investigation in February and April of 2015, there was no foreign wiring condition found. Arguably, the condition could have arisen subsequent to PECO's field visits; and therefore, it is not relevant. Further, this

information was not presented at the time of the hearing with the electrician as a witness to testify to its contents. Accordingly, ALJ Pell properly excluded this information from evidence.

Exception (3), (11), (13) (15): The Complainant disputes the high bill field investigation that PECO conducted and claims that PECO failed to investigate her billing allegations.

The Complainant alleges that PECO failed to investigate her billing concerns and disputes the amount of time it took PECO to perform their field investigation. The Complainant states in her exceptions that PECO's field visit "may have lasted over an hour" but this was due to wait time of getting into the facility and access issues.

Despite the length of time of the field visit, Complainant has still failed to meet her burden of proof regarding her high bill concerns. First, Complainant presented no evidence there were problems with her billing or that PECO incorrectly billed her. The Complainant had no evidence or independent testing to prove otherwise. Conversely, PECO presented high bill field technician, Roberto Alicea, who had conducted two field visits at the Complainant's residence in February and April 2015. Mr. Alicea testified that the meters at Complainant's residence had been tested through performing passing load tests and the meters were operating within Company and Commission guidelines. Further, during the two high bill field investigations, an appliance analysis was performed to determine the Complainant's potential to use the amount billed and to check the accuracy of the meters. The field investigations demonstrated that Complainant has the potential to use the service for which she was billed and there is nothing that caused her \$4,543.63 balance other than non-payment.

Exception (4), (5): The Complainant states that she never agreed to be enrolled in budget billing and claims PECO never terminated her service because it would have impacted the landlord's service.

The Complainant is correct – she did not enroll in budget billing. She was automatically enrolled as a consequence of the payment agreement she received through the informal complaint she filed with the Bureau of Consumer Services (“BCS”). On July 7, 2015, the Complainant filed an informal complaint with the BCS at case number 003362504. See PECO Exhibit 8. On January 11, 2016, the BCS issued the Complainant a payment agreement on her \$3,548.92 balance. See PECO Exhibit 9. Under the agreement, the Complainant was to pay a \$238.00 per month budget bill and a \$58.00 in arrears. When PECO customers receive BCS payment agreements, they are automatically enrolled in budget billing pursuant to the BCS Decision Report granting the agreement. This is how the Complainant was enrolled in budget billing. Notably, the Complainant never requested that PECO remove her from budget billing after her BCS payment agreement defaulted on February 8, 2016, due to non-payment.

Despite the Complainant's poor payment history, PECO never terminated her service due to the high bill complaints she filed with the company; the informal complaint she filed with the BCS, and the formal complaint she filed with the Public Utility Commission. Beginning December 22, 2014, the Complainant opened a high bill dispute with the company. The high bill disputes continued through April 16, 2015 – the second time Mr. Alicia went to the premises to investigate. During this entire period, PECO was required to hold collection on the Complainant's account and could not terminate her service during this five month period, despite the fact that she made only one \$100.00 payment to her account. See PECO Exhibit 2.

Once the high bill disputes were closed, the Complainant filed an informal complaint with the BCS at case number 003362504 on July 7, 2015. See PECO Exhibit 8. During the informal complaint dispute process, PECO was required to hold collection on the Complainant's balance. The BCS made a Decision on the Complainant's informal complaint on January 11, 2016. See PECO Exhibit 8. During, the entire seven month period (July 7, 2015 – January 11, 2016), the Complainant made only one \$300.00 payment to her account. See PECO Exhibit 2. After the Complainant's informal complaint closed, PECO was served with the current formal complaint on March 29, 2016. Since that day, the company has held collection on the Complainant's balance. PECO has been unable to terminate the Complainant's service despite the fact she has made only two payments to her account since she filed the formal complaint and has now incurred a \$5018.56 balance. Thus, the Complainant was able to keep continuous service despite not paying her bill, not because it would affect her landlord's service but because PECO had to follow the regulations that prohibit termination while a dispute is pending.

Exception (7) (16): The Complainant states there was a meter mix up and therefore disputes her billing claiming the mix up proves predatory and unfair billing practices.

High Bill Field Technician, Roberto Alicea testified that on April 16, 2015, he went to the Complainant's property to perform a high bill investigation for the second floor. At the visit, he found a meter mix up between the first floor and third floor. See PECO Exhibit 5. The Complainant had the first floor service in her name, which she used for church ministry meetings. The landlord had the third floor service in his name. After Mr. Alicea found the meter mix up, the meters were placed on the correct accounts and the Complainant received a credit of \$200.36 to her first floor account. See PECO Exhibit 1. The fact that PECO identified

the meter mix up at the April 16th visit and credited the Complainant's account accordingly demonstrates there was no predatory and unfair billing practice.

Exception (8) (10) (12): The Complainant argues that she had photos of her landlord taking apart wiring and that her landlord was freely able to tap into her electricity to minimize his expenses. The Complainant argues that the landlord had two restaurants at the premises and family residing in the building.

At the hearing, the Complainant raised concerns about her landlord and felt strongly that her landlord was somehow tapping into her service in order to minimize his restaurant's utility bills. Clearly, there is a landlord-tenant dispute at issue between the Complainant and the owner of 4708 Oxford Avenue. However, PECO cannot be involved in landlord-tenant disputes and this is not a basis to challenge PECO's billing or handling of the Complainant's high bill complaint.

The company went out to the property on two separate occasions to investigate the Complainant's high bill and foreign wiring concerns and found nothing to support the Complainant's contentions that the landlord was tapping into her service. The high bill technician, Roberto Alicea, performed testing during his investigation to determine whether foreign wiring existed and found nothing. For instance, on February 10, 2015, Mr. Alicea testified that he shut off the breakers for the first floor and observed nothing was affected which confirmed no foreign wiring. The technician observed six electric space heaters at the property, which demonstrated that the Complainant had the potential to use the billed service. Conversely, the Complainant offered only her opinion that there was foreign wiring. The Complainant states that she offered photographs to prove there was foreign wiring but they were not mentioned in

ALJ Pell's Initial Decision. The photographs alone, without testimony from an electrician or other expert, could not prove there was foreign wiring at 4708 Oxford Avenue. Accordingly, ALJ Pell was correct not to consider the photographs in his decision.

Exception (14) (17): The Complainant claims there are predatory billing charges because there are differences between the estimated bills and revised bills and PECO issued estimated bills to hide arbitrary charges.

The evidence presented at the hearing showed that the Complainant's first floor account had been billed on estimated readings intermittently since the account opened on May 3, 2014 through February 13, 2015. The Complainant's second floor account had been billed on estimated readings intermittently from July 15, 2014 through January 12, 2015. The estimated readings were due to the fact the AMR meter at the property was not transmitting a signal to PECO for billing. The fact that an AMR meter does not transmit a signal does not mean the meter is not accurately recording readings. Tr. 75. In fact, the second floor meter had been tested for accuracy on October 31, 2013, and it was determined to be 100.4% accurate. See PECO Exhibit 7. Once the AMR meter began transmitting, the company rebilled the Complainant based on actual usage, which was very close to the estimated bill. For instance, for the first floor account, on March 2, 2015, PECO cancelled the estimated bills from 11/11/14 to 2/13/15 for 2126 kWh and \$1,131.69 and rebilled for the same period for 2193 kWh and \$385.39. For the second floor account, the difference between the actual and estimated bills was \$3.24. In the Initial Decision, ALJ Pell set forth an extensive analysis of the estimated billing and the revised bills at Findings of Fact 19, 20, 26, 27, 28 and 29. The analysis clearly shows that PECO revised the estimated bills and the estimated bills were close to the actual usage the

Complainant had during the billing periods. Accordingly, there were no predatory billing practices through estimated bills.

Conclusion:

Many of the issues the Complainant raises in her formal complaint, the issues she argued at the PUC hearing; and raises in her exceptions are between landlord-tenant and not PECO. While the Complainant may have a dispute regarding the building, how the building is used as a restaurant and domicile for the landlord's family, or other concerns about her rental unit, these are issues that do involve PECO's service and cannot be the basis of a finding against PECO for violating a tariff, statute or regulation. The evidence demonstrates that the Complainant's high bill and meter concerns were properly investigated and addressed over two field visits and meter tests, and there is nothing to indicate that the Complainant was billed incorrectly. Accordingly, ALJ Pell's decision, dismissing the Complainant's formal complaint should be upheld.

For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



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PATRICE HARRIS	:	
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v.	:	DOCKET NO. F-2016-2537039
	:	
PECO ENERGY COMPANY	:	
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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: November 14, 2016



Shawane L. Lee

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CERTIFICATE OF SERVICE

I, Shawane L. Lee, hereby certify that I have this day served a true copy of the foregoing Reply Exceptions upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**Patrice Harris
P.O. Box 4862
Philadelphia, PA 19124**

Dated at Philadelphia, Pennsylvania, November 14, 2016.



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