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November 28, 2018

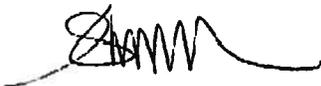
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

RE: Deree J. Norman v. PECO Energy Company
PUC Docket No.: F-2018-2640713

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are *Reply Exceptions of PECO Energy Company*.

Very truly yours,



Shawane Lee
Counsel for PECO Energy Company

SL/ab
Enclosure

cc: Certificate of Service

I. BACKGROUND AND PROCEDURAL HISTORY

This matter was initiated by Complainant on December 27, 2017, by filing a formal complaint. On January 2, 2018, PECO was served with the formal complaint. In Complainant's formal complaint, Complainant checked the box "The utility is threatening to shut off my service or has already shut off my service" and stated "service was terminated on August 21, 2017." Complainant ticked the box "I would like a payment agreement" and stated "I was never given an opportunity to establish a fair and feasible payment arrangement." The Complainant ticked the box "Incorrect charges are on my bill" and stated "most recent bill issued by PECO includes dates that are after the termination of service which occurred on August 21, 2017." For relief, the Complaint indicated that he "is unclear as to what the PUC role is, given the fact that the PUC is funded by the Utility Co. It appears to be a conflict of interest."

PECO filed its Answer to the Complaint on January 18, 2018. PECO denied the material allegations of the Complaint, and stated that the Complainant is no longer a PECO customer. PECO terminated service at the address through an underground dig on August 21, 2017, and issued a final bill through August 21, 2017, in the amount of \$1,936.90. PECO averred, since the Complainant is no longer a PECO customer, he is not entitled to a payment agreement.

A hearing was held in this matter on June 22, 2018. At the hearing, Complainant represented himself and offered eight exhibits into evidence. PECO presented the testimony of one witness and offered fourteen exhibits into the record. On October 16, 2018, Administrative Law Judge Marta Guhl ("ALJ Guhl") issued an Initial Decision, dismissing Complainant's formal complaint.

Exceptions in this matter were due on November 8, 2018. On November 8, 2018, the Complainant sent email correspondence to counsel for PECO, ALJ Guhl, and the Office of Special Assistants, stating “Enclosed please find Complainant’s Exceptions to ALJ Guhl’s Initial Decision.” There were no Exceptions attached to the email. The Exceptions were not served on PECO in a second email and no Exceptions were served by regular mail. On November 20, 2018, PECO reviewed the docket in this matter and noted that the Complainant’s Exceptions had been docketed. PECO obtained the Exceptions from the docket. As the company was not served with the Exceptions, PECO respectfully files the Reply Exceptions *Nunc Pro Tunc*.

Complainant’s exceptions demonstrate that he wants to re-litigate his billing dispute with PECO and continue to use the PUC administrative process to harass PECO and avoid paying his PECO bill. Complainant has not paid for electricity since October 2014.¹ (PECO 3)

II. COMPLAINANT’S EXCEPTIONS DISPUTING ALJ GUHL’S FINDINGS OF FACT SHOULD BE DENIED.

- A. Complainant alleges in his exceptions that ALJ Guhl erroneously based her conclusions on “falsified and misrepresented information...and or the hearsay testimony of a third-party witness.” Complainant alleges that ALJ Guhl accepted unofficial documents that were not PECO’s business records.

Complainant claims that ALJ Guhl relied on PECO exhibits that were not business records and hearsay testimony from PECO’s witness. PECO offered fourteen (14) exhibits in support of the company’s case. Exhibit 1 – is an account activity statement generated by PECO’s Customer Information Management System (CIMS). PECO’s witness testified that the

¹ Complainant has also used the administrative process against Philadelphia Gas Works with the same allegation of billing discrepancies. See Deree Norman v. Philadelphia Gas Works, Docket Number C-2015-2489503 (Initial Decision entered, March 11, 2016). In that case, the Complainant filed Exceptions to Administrative Law Judge Dennis Buckley’s Initial Decision on August 11, 2016, and is continuing the abuse of the administrative process against PGW to avoid paying his gas bill.

account statement is kept in the ordinary course of PECO's business and the statement is a business record. PECO Exhibit 2 is a standard Billing Statement that was sent to the Complainant. PECO's witness testified that Exhibit 3 is a document generated from CIMS containing all of the contacts on the Complainant's account, including telephone calls, notices, and telephone conversations. The data presented dated from May 29, 2007 through January 9, 2018, and contained every interaction the company had with the Complainant. PECO's witness testified that Exhibit 4, titled Collection History, is compiled of actual screenshots from CIMS detailing the date, amount and collections on the Complainant's account, including the date PECO made 72-hour notice and ten-day notice contact. PECO's witness testified that Exhibit 5 shows there were two PECO payment agreements issued to the Complainant. The information contained in the exhibit was obtained from PECO's company records and CIMS. PECO Exhibit 6 is a copy of Section 18.7 of PECO's Public Utility Commission approved tariff. PECO Exhibits 7-8 and Exhibit 11 are email communications exchanged between PECO and the Complainant. PECO Exhibits 9-10 is the informal complaint the Complainant filed with the Bureau of Consumer Services and the decision issued by the Bureau. Exhibit 12 is PECO's standard medical certificate form. Exhibit 13 is correspondence from counsel for PECO to the Complainant. Finally, Exhibit 14 is a Commission Opinion and Order in the Complainant's previous formal complaint against the company.

The Complainant did not raise an objection at the hearing to the admission of these exhibits into the record and has provided no support that the documents are false or contain misrepresentations. There is no support for the Complainant's claim that ALJ Guhl relied on falsified information and no reasonable belief for the Commission to conclude that PECO's

business records contact false or misleading information. Accordingly, Complainant's Exception in this regard should be denied.

- B. Complainant disputes that he received a final bill and claims he was billed seventeen days after PECO terminated his service. The Complainant claims that ALJ Guhl was biased in favor of PECO by electing to accept PECO's witness testimony and documents in this regard.

Complainant continues to dispute his billing and is attempting to re-litigate these issues in the form of Exceptions. The record reflects that PECO terminated the Complainant's service on August 21, 2017. (PECO 4) PECO billed the Complainant through August 21, 2017, and issued a final bill mailed to the Complainant at 5367 Thomas Avenue, Philadelphia, PA in the amount of \$1,909.33. (PECO 1; PECO 2). The Complainant provides no support for his argument that ALJ Guhl was biased in favor of PECO. Further, the Complainant produced no evidence to prove that PECO billed him seventeen days after the termination date. The Complainant's claim that he did not receive a final bill is not supported by the evidence. Accordingly, the Complainant's exceptions should be denied.

- C. Complainant continues to claim that PECO did not fax a medical certificate form to his physician and disputes that ALJ Guhl did not accept an affidavit from a person in his physician's office that the office did not receive a certificate.

In his exceptions, Complainant states that PECO never faxed a medical certificate form to his physician. Preliminary, the Complainant never raised a medical certificate dispute in his formal complaint. The Complainant alleged a service termination, no payment agreement and incorrect billing. Notwithstanding this, during the hearing, PECO produced company records

and witness testimony demonstrating that a medical certificate was faxed on August 31, 2017. (PECO 3; Tr. 69; 82). Further, PECO also mailed a medical certificate to the Complainant on July 19, 2017 (PECO 31; Tr. 54). At the hearing, the Complainant attempted to present a typed affidavit from Tayfa Billups that the Complainant's medical practitioner, the Sleep Center, did not receive any correspondence from PECO. PECO objected to the affidavit as classic hearsay. The affidavit is an out of court statement made for the purpose of proving whether a medical certificate had been received. Ms. Billups was not available for cross-examination by PECO. The identity of Ms. Billups could not be verified, i.e., whether she was actually an employee of the Sleep Center or had signed the affidavit. As the affidavit was hearsay, ALJ Guhl correctly excluded the affidavit from evidence.

The Complainant presented no other proof that he did not receive the medical certificate and could not meet his burden of proving that PECO did not fax the certificate to his physician and mail it to the Complainant. The Complainant instead excepts to ALJ Guhl's decision regarding the medical certification by alleging "bias", "conjecture as factual evidence", "evidence tampering, perjury, and fraud by misrepresentation and concealment." The Complainant's allegations have no substance and the Complainant continues to provide no support for his claims. Accordingly, the Complainant's Exceptions disputing the medical certificate documentation should be denied.

- D. Complainant disputes that he denied PECO access to his meter which required an underground dig and a reconnection fee of \$1,650.

The Complainant claims that the requirement for him to pay a \$1,650 reconnection fee for an underground is "predicated on the fraudulent misrepresentation of facts" and hearsay unsupported by actual documents.

PECO's records obtained from the company's Customer Information Management system demonstrate that PECO completed an "underground taps cut at 5367 Thomas Avenue" and the technician "gave the customer an opportunity to be cut at the meter, but he was refusing." (PECO 4). PECO's records also indicate that PECO "had police presence onsite throughout the dig." (PECO 3). PECO's records and the record custodian's testimony to these records show that the Complainant refused to allow the technician access to the meter and PECO required the police at the location based on the Complainant's actions. At the hearing, the Complainant did not present testimony to substantially contradict what PECO said occurred at the premises. The Complainant presented no evidence to support his claim that PECO unilaterally decided to perform an expensive underground dig for no reason. The evidence in the record supports the fact that the Complainant caused the dig by refusing access to his meter. Tr. 64.

Section 18.7 of PECO's Public Utility Commission approved tariff permits the company to impose a \$1,650 fee to reconnect service if an underground dig has been performed. (PECO 6). Tariffs that have been approved by the PUC have the full force and effect of law and are binding on both the utility and its customers. Brockway Glass Co. v. Pennsylvania Utility Commission, 437 A.2d 1067 (Pa. Cmwlth. 1981). To date, PECO has not charged the Complainant that fee since his service has not been restored. The Complainant's Exceptions disputing the reconnection fee should be denied.

- E. Complainant disputes that his service was terminated for non-payment and claims it was terminated because PECO wanted to install an AMI meter.

Complainant claims in his Exceptions that his service was terminated on August 21, 2017, and that PECO terminated the service “in an effort to bully, chastise and create an unlivable situation for Complainant in an effort to exchange Complainant’s first-generation Smart Meter.” The evidence of record demonstrates that PECO terminated the Complainant’s service because he incurred a \$1,760.68 balance for which PECO sent a ten-day termination notice on July 13, 2017 and 72-hour notices on August 7, 14, and 15, 2017. (PECO 4). The Complainant’s account activity demonstrates that from August 2015 through September 2017 (over two years) the Complainant made no payments to his account. (PECO 1). PECO’s archive records demonstrate that the Complainant has made no payments since October 2014. (PECO 3). A payment was made on September 12, 2017 in the amount of \$70.00 (PECO 1). The Complainant disputed that he made that payment. So, in effect, the Complainant paid nothing for electric service for over four years. That is why PECO terminated the Complainant’s service. There is no evidence in the record to support the Complainant’s assertion that PECO terminated his service for refusal to install an AMI meter. Accordingly, the Complainant’s Exceptions should be denied.

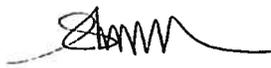
III. CONCLUSION

Complainant’s exhibits and testimony did not meet the burden of proof required to demonstrate that PECO improperly billed him. Complainant presented no evidence to establish that PECO violated a regulation or the Public Utility Code. His evidence regarding overbilling, termination and a medical certificate consisted mostly of unsupported assertions and irrelevant

documentation. As Complainant did not meet his burden of proof, ALJ Guhl properly dismissed his complaint. The Complainant should not be allowed to continue to use the PUC administrative process to harass PECO and to avoid paying his bill, which he has not paid in over four years.

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

Respectfully submitted,



Shawane L. Lee

Dated: November 28, 2018

