

Attorney for Defendant

B&Z HOLDINGS, LLC	:	
<i>Complainant</i>	:	
v.	:	F-2020-3019239
PECO ENERGY COMPANY	:	
<i>Respondent</i>	:	
	:	

Complainant, B&Z Holdings, LLC, (hereinafter, “Complainant”), by and through its attorney, Dimitri Smirnov, Esquire, hereby files Exceptions to the Initial Decision Denying the Complaint of Complainant (hereinafter, “Initial Decision,”) B&Z Holdings, filed by Administrative Law Judge, Eranda Vero, Esquire (hereinafter, “ALJ Vero”), following a telephone hearing on June 26, 2020 and filed on October 26, 2020, and in support thereof avers the following:

1. Upon receiving Exceptions to the Initial Decision of an Administrative Law Judge, the Commission “may review the ALJ's decision in its entirety without limit...” *Romeo v.*

Pa. Pub. Util. Comm'n, 154 A.3d 422, 429 (Pa. Commw. Ct. 2017). Thus, the Commission may engage in its own fact finding. *Energy Pipeline Co. v. Pennsylvania Utility Com'n*, 662 A.2d 641, 644 (Pa. 1995).

II. EXCEPTIONS

A. THE INITIAL DECISION FAILED TO TAKE RESPONDENT'S FAULTY NOTICE TO COMPLAINANT INTO PROPER ACCOUNT

2. Complainant's tenant, Henry Caraway (hereinafter, "Mr. Caraway"), called Respondent, seeking to dispute a high bill and for alleged foreign wiring. *Initial Decision, Page 3, para. 8.*
3. On May 17, 2018, upon investigation by Respondent's employee, Steve Murray, (hereinafter, "Mr. Murray,"), Respondent alleged to have found foreign wiring on Mr. Murray's meter and on two strips of electric baseboard in the basement. *Initial Decision, Page 3, para. 10.*
4. Respondent failed to notify Complainant about foreign wiring for over a year, and ALJ Vero did not take this into account when issuing the Initial Decision.
5. Specifically, the billing and correspondence address linked to Complainant by Respondent of 1051 County Line Road, Huntingdon Valley, PA 19006, has not been Complainant's address since 2010. *Initial Decision, page 9.*
6. The May 18, 2018 letter that went to the above listed address, was not received by Complainant, as that had not been an active operating address for over nine (9) years. *Initial Decision, page 4, para. 15.*
7. Further, Respondent improperly sent the security deposit bill to the same incorrect address. *Initial Decision, page 5, para. 23.*

8. Respondent eventually changed the billing and correspondence address to P.O. Box 506, Southampton, PA 18966. *Initial Decision, page 5, para. 25.*
9. Thus, ALJ Vero's initial decision, allowing Complainant to be charged for the electricity usage from May 2018 through May 2019, along with the security deposit bill, was completely and utterly incorrect.

B. THE INITIAL DECISION'S ANALYSIS REGARDING THE ACCOUNT TRANSFER IS FAULTY

18. Respondent Exhibit 3 is a June 6, 2018 letter to Henry Caraway, stating that the faulty wiring was transferred to the Landlord's name, effective May 17, 2018. *Respondent Exhibit 3.*
19. The same letter states that the "electric service to be transferred into the name of the landlord, until the wiring is properly corrected." *Respondent Exhibit 3, page 2¹.*
20. The May 18, 2018 letter to Complainant, also states that after the account is transferred into the landlord's name, "[t]he service can only go back to your tenants name [sic] if you have your electrician correct the wiring for each apartment." *Id.*
21. The same is supported by *Initial Decision para. 17.*
22. Respondent Exhibit 4 contains a High Bill Field Follow-Up Sheet. This sheet states that the faulty wiring was corrected. *Respondent- Exhibit 4.*
23. The Residential High Bill Investigation form, dated January 6, 2020, states that the faulty wiring "no longer exists." *Respondent- Exhibit 4.*

¹ Several of the Respondent's exhibits contain unconnected pages of various documents. Accordingly, Complainant numbers respective exhibit pages for purposes of clarity in Complainant's exceptions.

24. There are no documents to support the Initial Decision finding that Complainant should not have expected the billing to revert back to the tenant's name upon correction of the faulty wiring. *Initial Decision, page 12-13.*
25. In fact, as evidenced above, Respondent's own exhibits contradict both its argument and the finding of the Initial Decision, with regard to this matter.
26. ALJ Vero's own findings indicate that Respondent was contacted after the foreign wiring matter was resolved. *Initial Decision, page 5, par. 27.*
27. Based on *all* of the information sent to and received by Complainant, the billing should have been transferred back to the tenant.
28. Complainant was never informed that the tenant would need to request the account be transferred back to his name, and ALJ Vero's finding that "[i]f a new tenant does not apply for service in their name, the landlord's account will be billed unless the landlord requests that the service address be disconnected" is wholly unsupported by both the testimony and record evidence. *Initial Decision, page 6, para. 35.*
29. Complainant cannot reasonably be inspected to intuit rules that are not in existence in writing and which have not been furnished to Complainant.
30. In fact, in ALJ Vero's Conclusions of Law, the very case law cited is counter to the argument that Complainant was responsible for having the account placed back into the Tenant (or Mr. Caraway's) name.
31. Specifically, ALJ Vero's Conclusions of Law, Paragraph 6 states, "Once the foreign load is corrected by the landlord and verified by the utility, the utility must place the account back into the name of the tenant." *Initial Decision, Para. 6 of Conclusions of*

Law (citing Ace Check Cashing, Inc. v. Philadelphia Gas Works, Docket No. C-2008-2056428, Order entered May 21, 2010).

32. There is no dispute, that at least as of January 6, 2020, when Respondent investigated, that no foreign load existed at the property. *See Initial Decision, page 11, testimony of Ms. McQuilken.*

33. Accordingly, at minimum, as of that date, the account should have been transferred back into the tenant's (Mr. Caraway's) name.

34. There is no excuse for the account to continue to be in the Complainant's name.

35. As such, the Initial Decision is beyond faulty.

C. THE INITIAL DECISION IGNORES THE RELEVANT ISSUE OF ABNORMAL BILLING

32. ALJ Vero's Initial Decision ultimately states that billing issues are separate from foreign load issues. *Initial Decision, page 13-14.*

33. However, in this case, the billing issues are more complex than a standard case may be, as the amounts Respondent charged Complainant just about doubled without explanation or reason, AFTER the account should have already been transferred back to the tenant. *Respondent- Exhibit 2.*

34. As argued in Section B, above, the account should have been transferred back to the tenant after Respondent determined that no foreign load existed at the property. *Initial Decision, page 6, para. 29.*

35. While the account still has not been transferred back to the tenant, nothing in the Respondent's exhibits or testimony explains the discrepancies seen in the billing of Complainant. *See Respondent Exhibit 2.*

36. ALJ Vero's Initial Decision failed to address these discrepancies in any meaningful manner, and they are absolutely relevant to the issue regarding the transfer of the account. *See* Section B, above.
37. Specifically, the reason Mr. Caraway contacted Respondent initially, and the reason Mr. Murphy went to the property to investigate, was because of *abnormally high billing*. *Initial Complaint, page 3, Paragraphs 8-9.*
38. The Initial Decision also incorrectly noted that Complainant never complained about abnormally high bills. *See Initial Decision, page 14.*
39. The same is patently untrue and was the basis of Complainant's initial appeal, bringing this matter to hearing. *See Complainant's Appeal, para. 6.*

D. THE INITIAL DECISION IMPROPERLY CONSIDERED HEARSAY IN UTILIZING AN ALLEGED PHONE CONVERSATION

41. The Initial Decision's use of hearsay is extremely disappointing.
42. Specifically, it relies on an alleged oral communication with Ms. Belder, stated to have occurred in April 2019. *Initial Decision, page 5, para. 24.*
43. However, Respondent failed to produce a transcript or recording of any conversations with Ms. Belder.
44. Likewise, Respondent failed to produce any employee who allegedly spoke to Ms. Belder in April 2019.
45. Finally, Respondent failed to produce any party or evidence whatsoever that would be admissible proof of the alleged April 2019 conversation with Ms. Belder.
46. Respondent additionally contends that, in that same alleged April 2019 conversation, Ms. Belder was verbally informed of the need to have the tenant request the account billing be transferred after the correction of the faulty wiring. *See Initial Decision, page 5, para. 24.*

47. Again, however, Respondent failed to produce any official log, recording, or transcript of the alleged call that would indicate such a conversation took place, let alone what may have been stated to any parties on such a call.
48. Again, Respondent failed to produce any of its employees who allegedly spoke to Ms. Belder.
49. Nor, did Respondent have anyone with firsthand knowledge testify to the contents of the same alleged call or conversation.
50. Complainant's counsel properly objected to such "evidence" during the hearing.
51. 2 Pa. C.S. § 505 states that "Commonwealth agencies shall not be bound by technical rules of evidence at agency hearings, and all relevant evidence of reasonably probative value may be received." *Id.*
52. The "probative value" of the alleged phone conversation is minimal, if any exists at all, as there is no proof on the record that the call actually occurred, and ALJ Vero did not request or receive a proper foundation for the same.
53. Thus, even if administrative law hearings are not held to the same strict rules of evidence as court hearings, the rules controlling administrative proceedings do not say that decisions can or even should be based solely on speculation.
54. In fact, administrative law decisions should be based on a preponderance of the evidence, not on a phone call, which relies on the evidence of one party being more convincing than the other party, when no actual party to the alleged phone call appeared at the hearing and no actual recording or transcript of the call was provided into evidence. *See* Initial Decision, page 7,

55. Thus, any reference to the alleged phone call should have been stricken from the record and was improperly allowed at the June 26, 2018 hearing and improperly used in the Initial Decision.
56. Ms. Belder was not told that Complainant was responsible to have the tenant transfer the billing account.
57. The only evidence remotely to the contrary produced at hearing was a letter to Complainant that in vague terms spoke of transferring the account back into Mr. Caraway's name.
58. Specifically, the May 18, 2018 letter to Complainant, which is also Respondent Exhibit 3, states that after the account is transferred into the landlord's name, "[t]he service can only go back to your tenants name [sic] if you have your electrician correct the wiring for each apartment." Respondent *Exhibit 3*.
59. There is nothing in that correspondence that indicates that it is Complainant's responsibility to request that Respondent put the account back into the tenant's name.
60. In fact, the Initial Decision relies on case law that states otherwise. Initial Decision, Conclusions of Law, Paragraph 6 states, "Once the foreign load is corrected by the landlord and verified by the utility, the utility must place the account back into the name of the tenant." *Initial Decision, Para. 6 of Conclusions of Law (citing Ace Check Cashing, Inc. v. Philadelphia Gas Works, Docket No. C-2008-2056428, Order entered May 21, 2010)*.
61. Complainant's case should not be decided on evidence that was not presented at the hearing or that could even be verified.
62. Accordingly, ALJ Vero was wrong and improper to accept Respondent's argument regarding the alleged phone call, without any collaborating evidence of the same.

III. CONCLUSION

63. The October 26, 2020 Initial Decision fails to reasonably account for Complainant's continued liability after resolving the foreign wiring issue.
64. The May 18, 2018 letter stated that the landlord would be billed until the foreign wiring was corrected and that the landlord should contact Respondent upon the completion of the work. *Initial Decision, para. 17.*
65. Landlord did correct the wiring and contacted Respondent, as instructed. *Initial Decisions, Paragraphs 23, 27.*
66. The landlord was not properly informed that the tenant had to further apply to the Respondent to have services transferred. *Initial Decision, para. 24.*
67. The findings of fact are contradictory, as they hold both that a landlord can continue to be billed until a tenant switches payment into his own name and that Complainant did not contact Respondent to transfer the name to the tenant. *Initial Decision, Paragraphs 35, 36.*
68. Moreover, ALJ Vero's own Conclusions of Law, Paragraph 6 states, "Once the foreign load is corrected by the landlord and verified by the utility, the utility must place the account back into the name of the tenant." *Initial Decision, Para. 6 of Conclusions of Law (citing Ace Check Cashing, Inc. v. Philadelphia Gas Works, Docket No. C-2008-2056428, Order entered May 21, 2010).*
69. ALJ Vero's Conclusion of Law **does not** state that once the foreign load is corrected by the landlord and verified by the utility that a property owner, like Complainant here, needs to do anything else, let alone file any application for a transfer. *Id.*
70. If anything, the burden is placed on utilities like the Respondent to place the account back into the tenant's name.

71. Respondent has failed to do so and as such, ALJ Vero's decision to deny Complainant their appeal is a failure as well.
72. Finally, Respondent failed to investigate Complainant's issues with the high bill despite clearly being requested to do so. *See Complainant's Appeal, para. 6.*
73. Accordingly, ALJ Vero's Initial Decision should be overturned, set aside, and Complainant's relief granted in full.

WHEREFORE, Complainant respectfully requests that this Honorable Court set aside the ALJ Vero's Initial Decision, finding in favor of Complainant.

Dated: 11/16/2020

Respectfully Submitted,



Dimitri Smirnov, Esquire
Attorney for Complainant,
B&Z Holdings, LLC

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

B&Z Holdings, LLC	:	
	:	
v.	:	F-2020-3019239
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the formal Complaint of B&Z Holdings, LLC filed through one of its members, Nelli Belder,¹ against PECO Energy Company at Docket No. F-2020-3019239 upon finding that the Complainant failed to carry the burden of proof.

HISTORY OF THE PROCEEDING

On February 28, 2020, Nelli Belder filed a formal Complaint (Complaint) on behalf of B&Z Holdings, LLC (Complainant) against PECO Energy Company (PECO, Respondent, or the Company). The Complaint alleges that the Respondent improperly held the Complainant responsible for a tenant's outstanding balance after concluding that foreign load existed at the property. The Complainant disputes PECO's finding of foreign load at the service address and avers that the Respondent failed to notify the Complainant timely of its findings. As

¹ The caption has been corrected to reflect that B&Z Holdings, LLC is the Complainant, as Nelli Belder was incorrectly identified in the caption in previous filings as the Complainant.

2. The Respondent is PECO Energy Company.
3. Nelli Belder and Michael Belder are the principal members of B&Z Holdings, LLC. Tr. 12.
4. B&Z Holdings, LLC owns the property at 1615 N. Allison Street, Philadelphia, PA 19131 (Service Address). Tr. 11-12.
5. The Service Address is a duplex with a tenant on the first floor and a tenant on the second floor. Tr. 17-18.
6. The first-floor tenant has sole control and possession of the basement at the Service Address. Tr. 18.
7. The Service Address has electric residential heating service. Tr. 112.
8. On May 9, 2018, Henry Caraway, the first-floor tenant at the Service Address, contacted PECO to report a high bill dispute as well as his suspicion that his PECO bills were impacted by foreign wiring. Tr. 40, 159, 168-69, PECO Exhibit 3.
9. On May 17, 2018, PECO field technician, Steve Murray visited the Service Address and found that a light fixture in the common hallway, as well as a light fixture on the porch, were connected to the first-floor tenant's meter. Tr. 41-42, 62, 64, PECO Exhibit 3.
10. Mr. Murray orally informed Mr. Caraway of the existence of the foreign load on his meter as well as of the existence of two strips of electric baseboard heat that were in the basement of the property that the tenant did not know were on at the time. Tr. 90, 160-61, PECO Exhibit 3.

11. When foreign wiring is detected, PECO's legal team searches the public records for the mailing address of the landlord/owner of the service address. Tr. 113.

12. PECO's legal team used public records to identify 1051 County Line Road Unit, Huntingdon Valley, PA 19006 as the mailing address for B&Z Holdings LLC. Tr. 114, PECO Exhibit 3.

13. On May 18, 2018, PECO issued a letter to Mr. Caraway explaining its finding of the foreign load on his meter and that the electric service would be transferred into the name of landlord until the wiring was properly corrected. PECO Exhibit 3.

14. Mr. Caraway did not pursue the high billing issue further. Tr. 174.

15. On May 18, 2018, PECO issued a letter to B&Z Holdings, LLC, detailing its finding of a foreign load on the meter serving the first floor unit of the Service Address and that the electric service would be transferred into the name of landlord until the wiring was properly corrected. PECO Exhibit 3.

16. PECO's May 18, 2018 letter to B&Z Holdings, LLC was mailed to 1051 County Line Road Unit, Huntingdon Valley, PA, 19006. Tr. 35. PECO Exhibit 3.

17. The May 18, 2018 letter to B&Z Holdings, LLC included the following instructions for the landlord: "[T]he service can only go back into your tenants name if you have your electrician correct the wiring for each apartment. If you have completed the repairs, or have questions regarding this matter, please telephone 844-542-6164." PECO Exhibit 3, Tr. 176-77, 185.

18. On May 21, 2018, PECO transferred Mr. Caraway's outstanding balance of \$1,319.64 to an account created for B&Z Holdings, LLC. Tr. 112-13, PECO Exhibit 1.

19. Due to non-payment of billed charges, a security deposit of \$280.00 was assessed against the Complainant in September 2018 and billed to the Complainant in three installments of \$140.00, \$70.00 and \$70.00. Tr. 119, 243.

20. There were no payments made to B&Z Holdings, LLC's account with PECO from May 21, 2018, to August 21, 2019. PECO Exhibit 1.

21. On or before April 2019, PECO began collection proceedings against the Complainant. Tr. 237, 240-43.

22. As part of its collection activities, PECO mailed certified termination notices to the Service Address and to the 1051 County Line Road Unit address the Respondent had for the Complainant. Tr. 240-43.

23. In April of 2019, Nelli Belder contacted PECO regarding the termination notices and provided the Respondent with a current mailing address for the Complainant: P.O. Box 506, Southampton, PA 18966. Tr. 192, 237-39, 240.

24. During the April 2019 communication with PECO, Nelli Belder was informed orally that once the foreign wiring was corrected the tenant could apply to PECO to obtain service in their name. Tr. 192.

25. Beginning in May of 2019, PECO changed the billing address for the Complainant to P.O. Box 506, Southampton, PA 18966. Tr. 239, PECO Exhibit 2.

26. In May or June of 2019, Complainant had an electrician visit the Service Address regarding the foreign wiring. Tr. 35-36.

27. On December 20, 2019, Nelli Belder contacted PECO to inform the Respondent that the foreign wiring issue at the Service Address was corrected. Tr. 121, 143, 178.

28. On January 6, 2020, a PECO high bill field investigator, Mary McQuilkin, visited the Service Address to conduct a high bill field follow-up investigation. Tr. 38, 63-64, PECO Exhibit 4.

29. During her January 6, 2020 visit at the Service Address, Ms. McQuilkin confirmed that no foreign load existed on the first-floor meter. Tr. 72-73, PECO Exhibit 4.

30. Ms. McQuilkin reported back to her office the results of her January 6, 2020 field visit to the Service Address. Tr. 94, 96.

31. The results of Ms. McQuilkin's January 6, 2020 visit were reported in writing to B&Z Holdings, LLC, instructing the Complainant that its tenant could apply to place electric service in his or her name. Tr. 94, 96, 146-47.

32. On May 9, 2019, Nelli Belder filed an informal complaint with BCS at BCS Case No. 3700383. PECO Exhibit 5.

33. On January 14, 2020, BCS issued a decision dismissing the informal complaint at BCS Case No. 3700383 and informing the Complainant that "the tenant may apply for service in their name." Tr. 192, 194-95, PECO Exhibit 5.

34. PECO has not received an application for service following the discovery of foreign wiring on the first-floor meter of the Service Address. Tr. 180.

35. If a new tenant does not apply for service in their name, the landlord's account will continue to be billed unless the landlord requests that the service to the service address be disconnected. Tr. 146.

36. The Complainant did not contact PECO to request that the service be disconnected or be placed back in the original tenant's name after the foreign wiring repairs were confirmed by PECO. Tr. 146-47.

37. B&Z Holdings, LLC has been the customer of record for the Service Address from May 21, 2018, to the date of the hearing. Tr. 168.

38. In 2019, there were four payments made in the Complainant's account for the first-floor unit of the Service Address. Tr. 114-15, 119, PECO Exhibit 2.

39. There were no payments made in the Complainant's account for the first-floor unit of the Service Address in 2018 or 2020. Tr. 115, 119, PECO Exhibit 2.

40. As of the day of the hearing, the Complainant's outstanding bill with PECO was \$7,805.34. Tr. 119.

DISCUSSION

In its formal Complaint against PECO, the Complainant alleges that the Respondent improperly held the Complainant responsible for a tenant's outstanding balance after concluding that foreign load existed at the property. The Complainant disputes PECO's finding of foreign load at the service address and avers that the Respondent failed to timely notify the Complainant of its findings. As relief, the Complainant requests that the Commission direct PECO to remove the tenant's balance from its account.

The Complainant, as the proponent of a rule or order, bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S. § 332(a). To satisfy this burden, it must demonstrate that the Respondent was responsible for the problems alleged in the Complaint through a violation of the Code or a regulation or order of the Commission. This must be shown by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990). Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlth. 1990) *alloc. den.*, 529 Pa. 654, 602 A.2d 863 (1992). In addition, the Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as

testified that had the Complainant been made aware sooner, it would have made the necessary corrections immediately. Instead, the issue persisted for one year after its discovery because PECO's bills and communications for the Complainant were mailed to 1051 County Line Road Unit, Huntington Valley, PA 19006, which was the Complainant's location until 2010. Tr. 14, 20. Mr. Belder insisted that PECO should have used P.O. Box 506, Southampton, PA 18966 as the mailing address for the Complaint. Tr. 15. According to him, the latter address was used by the Complainant to receive bills and government communications for the last 15 or 16 years and was readily available from public records. Tr. 15. Mr. Belder testified that Complainant had an electrician visit the Service Address in May or June of 2019 regarding the foreign wiring. Tr. 35-36.

In response to Mr. Belder's testimony, PECO's witness Renee Tarpley testified that on May 9, 2018, Henry Caraway, the first-floor tenant at the Service Address, contacted PECO to report a high bill dispute as well as his suspicion that his PECO bills were impacted by foreign wiring. Tr. 159, 168-69, PECO Exhibit 3. On May 17, 2018, a PECO field technician, Steve Murray, visited the Service Address and found that a light fixture in the common hallway, as well as a light fixture on the porch, were connected to the first floor tenant's meter. Tr. 41-42, 62, 64, PECO Exhibit 3. Mr. Murray orally informed Mr. Caraway of the existence of the foreign load on his meter as well as of the existence of two strips of electric baseboard heat that were in the basement of the property that the tenant did not know were on at the time. Tr. 160-61, PECO Exhibit 3. On May 18, 2018, PECO issued a letter to Mr. Caraway explaining its finding of the foreign load on his meter and that the electric service would be transferred into the name of landlord until the wiring was properly corrected. Tr. 169-174, PECO Exhibit 3. Mr. Caraway did not pursue the high billing issue further. Tr. 174.

Ms. Tarpley explained that, when foreign wiring is detected, PECO's legal team searches the public records for the mailing address of the owner of the service address. Tr. 113. She testified that PECO's legal team used Philadelphia public records to identify 1051 County Line Road Unit, Huntington Valley, PA 19006 as the mailing address for B&Z Holdings, LLC. Tr. 114, PECO Exhibit 3. On May 18, 2018, PECO issued a letter to B&Z Holdings, LLC finding of a foreign load on the meter serving the first floor unit of the Service Address and that

2020. Tr. 38, 63-64, PECO Exhibit 4. She explained that her work order was to visit the Service Address and confirm that the foreign wiring issue was corrected. Tr. 64, 75-76, 102-103.

During her January 6, 2020, visit at the Service Address, Ms. McQuilkin confirmed that no foreign load existed on the first-floor meter. Tr. 72-73, PECO Exhibit 4. She reported the results of her January 6, 2020 field visit back to her office, and in turn, those results were reported in writing to B&Z Holdings, LLC, along with instructions that the Complainant could have its new tenant apply to place electric service in his or her name. Tr. 94, 96, 146-47.

Ms. Tarpley explained that if a new tenant applies for service at the service address, the landlord's account would be closed, but the balance would remain with the landlord. Tr. 121. If a new tenant does not apply for service in their name, the landlord's account will continue to be billed, unless the landlord requests that the service to the service address be disconnected. Tr. 146. The Complainant did not contact PECO to request that the service be disconnected or be placed back in the original tenant's name after the foreign wiring repairs were confirmed by PECO. Tr. 146-47. In addition, PECO has received no application for service following the discovery of foreign wiring on the first-floor meter of the Service Address. Tr. 180. B&Z Holdings, LLC has been the customer of record for the Service Address from May 21, 2018 to the date of the hearing. Tr. 168.

On May 9, 2019, Nelli Belder filed an informal complaint with BCS at BCS Case No. 3700383. PECO Exhibit 5. On January 14, 2020, BCS issued a decision dismissing the informal complaint at BCS Case No. 3700383 and informing the Complainant that "the tenant may apply for service in their name." Tr. 192, 194-95, PECO Exhibit 5.

Section 1529.1(b) of the Public Utility Code, 66 Pa.C.S. § 1529.1(b), provides in pertinent part that, "if the mobile home or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto." (Emphasis added). *See also, Del Vecchio v. PPL Elec. Utils. Corp.*, Docket No. Z-01464793 (Order entered September 13, 2005).

In *Del Vecchio*, the Commission found the utility violated 66 Pa.C.S. § 1529.1, because it failed to transfer complainant's electric account to the landlord when it found foreign load on complainant's meter.

A plain reading of 66 Pa.C.S. § 1529.1 holds a property owner financially responsible for a tenant's entire account once foreign load is verified on the tenant's utility service. *Santos v. Metropolitan Edison Co.*, Docket No. C-00967757 (Order entered August 7, 1997). Upon finding foreign load, the utility must list the account, including any arrearage, in the name of the landlord. There is no *de minimus* exception; any dispute between the landlord and tenant regarding the financial responsibilities of the parties is a matter to be resolved in the Court of Common Pleas and is outside this Commission's jurisdiction. *Ace Check Cashing Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Order entered May 21, 2010) (*Ace Check Cashing*).

The landlord bears the responsibility of paying the utility bills until the foreign load is corrected. Once the foreign load is corrected by the landlord and verified by the utility, the utility can the account back in the name of the tenant. *Ace Check Cashing*. However in the present case, almost 18 months had passed from the date that foreign load was discovered (May 17, 2018) to the date the Respondent was informed that the foreign load was corrected (December 20, 2019) and PECO had no way of knowing who the current tenant was at the first floor unit of the Service Address, or if a tenant was there at all. See, Tr. 188. While the Complainant seems to read the instruction provided in the May 18, 2018 letter to B&Z Holdings, LLC as an automatic reversal of electric service to the tenant's name upon correction of the foreign wiring issue, PECO argued that it was the landlord's duty to follow through with PECO and with the tenant. Tr 185. Ms. Tarpley explained PECO's position as follows:

The landlord would have to let us know because the tenant could have moved. We don't know that. That's the landlord's property. They have to let us know who's in their property, but it still would be up to the tenant and the landlord to contact the company.

Tr. 188. Hence, there were multiple instances where the Complainant was instructed to have its tenant apply for service in his or her name. In particular, PECO provided these instructions to the Complainant in April of 2019 and January of 2020. The same instruction was also provided to the Complainant on January 14, 2020 by the BCS.

Upon careful consideration of the evidence collected in this matter, I find that PECO's actions complied with the provisions of 66 Pa.C.S. § 1529.1, 52 Pa. Code § 56.2 (definitions) and 52 Pa. Code § 56.72 (discontinuance of service). The Complainant failed to carry its burden of proving that the Respondent violated a Commission statute, or order when placing and keeping electric service for the first-floor unit of the Service Address in Complainant's name.

Similarly, I find that the Respondent successfully rebutted the Complainant's evidence concerning the timely notification of the discovery of foreign load at the Service Address. PECO provided credible evidence that it had obtained the 1051 County Line Road Unit, Huntington Valley, PA 19006 through the Philadelphia public records for the B&Z Holdings, LLC, and that it had sent a notification letter one day after the discovery of the foreign load. See Tr. 114, PECO Exhibit 3. The Complainant in turn failed to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa.Cmwlt. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983). Instead, Mr. Belder admitted the 1051 County Line Road Unit address had been the Complainant's address until 2010. Tr. 14, 20. In view of the above, I find that the Complainant failed to carry its burden of proving that PECO had violated a Commission statute, regulation or order in its efforts to provide notification of foreign load to the Complaint.

Lastly, I turn to the Complainant's argument that the electricity bills for the first-floor unit of the Service Address were abnormally high after the foreign load was detected and even after it was corrected. See Tr. 79-80, 127-29, 141, 208. I note that this claim was first made by the Complainant's attorney at the evidentiary hearing. It was not stated with any degree of specificity in the Complaint, nor was it covered by Mr. Belder's testimony. Ms. Tarpley testified that the issue was never raised by the Complainant's members in their communications

with PECO. According to Ms. Tarpley, no part of the Complainant's communications, from May 18, 2018 to June 26, 2020, was interpreted by PECO as a billing accuracy issue, separate and distinct from the foreign wiring. Tr. 222. To the extent that the Complainant's attorney attempted to connect the Complainant's high bills to PECO's initial investigation of Mr. Caraway's high billing dispute in May of 2018, Ms. Tarpley responded that Mr. Caraway had not been the PECO customer of record for the first floor unit of the Service Address since May 21, 2018 – the Complainant had. Tr. 159-60. She added that it was not PECO's duty to analyze usage patterns if the Respondent had no complaint from the customer of record that a high billing issue persisted or originated after the foreign load was corrected. Tr. 219-20. PECO's position is supported by a long line of case law precedent. In *City of Pittsburgh v. Duquesne Light Co.*, 54 Pa. PUC at 462; *Mauro v. Duquesne Light Co.*, 69 Pa. PUC at 108; *Victory Condominium Assoc. v. PECO Energy Co.*, Docket No. C-2011-2268126 (Order entered September 27, 2012); and *KA at Fairless Hill, LP v. PECO Energy Co.*, Docket No. C-2017-2592335 (Opinion and Order entered December 17, 2018), the Commission rejected the idea that a utility has an obligation to monitor the consumption and usage habits of the ratepayer and to immediately apply the most advantageous rate. Rather, the duty is on the customer to contact the utility and to seek review. *See also, Springfield Twp. v. Pa. Pub. Util. Comm'n*, 676 A.2d 304 (Pa.Cmwlth. 1996). While the present case does not involve the application of the most advantageous rate, the Complainant's argument seeks to impose upon the utility the obligation to monitor the customer's usage habits and investigate on its own the possible causes of any changes in consumption. Tr. 219-20. This argument is rejected for the same reasons stated in the cases listed above. The duty is on the customer to contact the utility and to seek review.

The Complainant failed to show by a preponderance of the evidence that the Respondent violated a Commission statute, regulation or order in its actions toward the Complainant. Consequently, the present Complainant is dismissed in its entirety because the Complainant failed to carry its burden of proof.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.

2. The party filing the Complaint bears the burden of proving by a preponderance of the evidence that she is entitled to relief from the Commission. 66 Pa.C.S. § 332(a).

3. Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlth. 1990), *alloc. den.*, 529 Pa. 654, 602 A.2d 863 (1992).

4. The Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. *Norfolk and W. Railway Co. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980).

5. If the mobile home or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. 66 Pa.C.S. § 1529.1(b).

6. Once the foreign load is corrected by the landlord and verified by the utility, the utility must place the account back in the name of the tenant. However, the arrearage, if any, remains with the landlord. *Ace Check Cashing Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Order entered May 21, 2010).

7. A utility does not have an obligation to monitor the consumption and usage habits of the ratepayer and to immediately apply the most advantageous rate. Rather, the

EXHIBIT 2

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	Account Number: 4707333117 Account Name: B & Z HOLDINGS LLC Account Status: ACTIVE																	
2	Service Address: FL 1ST 1615 N ALLISON ST PHILADELPHIA, PA 19131																	
3	Current Bill: \$348.59 Billed Prior: \$7,456.75 Balance Due: \$7,805.34																	
4																		
5	Mail To: B & Z HOLDINGS LLC PO BOX 506 PHILADELPHIA, PA 19131																	
6	Rates: ELECTRIC RESIDENTIAL HEATING SERVICE																	
7	Credit Amount: \$0.00 Deposit Requested: \$280.00 Deposit On-Hand: \$0.00 CAP Pre-program Arrears: \$0.00 Payment Agreement Balance: \$0.00																	
8																		
9																		
10																		
11																		
12	Account Transaction Activity																	
	Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	CCF	Transaction Amount	Balance Forward	Current Charges	Am't Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Deferral Amt
13		TRANSFER FROM ACCOUNT 47073-33108																
14	05/21/2018	DUE TO FOREIGN WIRING CONNECTION CHARGE - STANDARD									\$1,319.64							
15	06/01/2018	ELECTRIC SERVICE		05/17/2018-06/01/2018	105112	ACTUAL	119510720	308	0		\$41.61	\$0.00	\$1,367.25	\$1,367.25	06/25/2018	\$1,367.25		\$0.00
16	07/02/2018	LATE PAYMENT CHARGE									\$20.41							
17	07/02/2018	ELECTRIC SERVICE		06/01/2018-07/02/2018	105630	ACTUAL	119510720	518	0		\$79.47	\$1,387.66	\$79.47	\$1,467.13	07/24/2018	\$1,467.13		\$0.00
18	07/31/2018	LATE PAYMENT CHARGE									\$21.60							
19	08/01/2018	ELECTRIC SERVICE		07/02/2018-08/01/2018	105947	ACTUAL	119510720	317	0		\$51.93	\$1,488.73	\$51.93	\$1,540.66	08/23/2018	\$1,540.66		\$0.00
20	08/28/2018	LATE PAYMENT CHARGE									\$22.38							
21	08/30/2018	ELECTRIC SERVICE		08/01/2018-08/30/2018	106387	ACTUAL	119510720	440	0		\$67.26	\$1,563.04	\$67.26	\$1,630.30	09/21/2018	\$1,630.30		\$0.00
22	09/11/2018	DEPOSIT									\$140.00							
23	09/26/2018	LATE PAYMENT CHARGE									\$23.39							
24	10/01/2018	ELECTRIC SERVICE		08/30/2018-10/01/2018	106795	ACTUAL	119510720	408	0		\$62.13	\$1,653.69	\$202.13	\$1,855.82	10/23/2018	\$1,855.82		\$0.00
25	10/30/2018	LATE PAYMENT CHARGE									\$24.32							
26	10/30/2018	ELECTRIC SERVICE		10/01/2018-10/30/2018	108218	ACTUAL	119510720	1423	0		\$175.51	\$1,880.14	\$245.51	\$2,125.65	11/21/2018	\$2,125.65	165	\$0.00
27	10/30/2018	DEPOSIT									\$70.00							
28	11/27/2018	LATE PAYMENT CHARGE									\$26.95							
29	11/30/2018	ELECTRIC SERVICE		10/30/2018-11/30/2018	111662	ACTUAL	119510720	3444	0		\$411.13	\$2,152.60	\$481.13	\$2,633.73	12/26/2018	\$2,633.73	626	\$0.00
30	01/02/2019	LATE PAYMENT CHARGE									\$33.12							
31	01/03/2019	ELECTRIC SERVICE		11/30/2018-01/03/2019	115897	ACTUAL	119510720	4235	0		\$356.74	\$2,666.85	\$356.74	\$3,023.59	01/25/2019	\$3,023.59	825	\$0.00
32	01/30/2019	LATE PAYMENT CHARGE									\$38.47							
33	02/04/2019	ELECTRIC SERVICE		01/03/2019-02/04/2019	119958	ACTUAL	119510720	4061	0		\$472.32	\$3,062.06	\$472.32	\$3,534.38	02/26/2019	\$3,534.38	1052	\$0.00
34	03/05/2019	LATE PAYMENT CHARGE									\$45.35							
35	03/05/2019	ELECTRIC SERVICE		02/04/2019-03/05/2019	123787	ACTUAL	119510720	3829	0		\$456.83	\$3,579.93	\$456.83	\$4,036.76	03/27/2019	\$4,036.76	782	\$0.00
36	04/02/2019	LATE PAYMENT CHARGE									\$52.40							
37	04/03/2019	ELECTRIC SERVICE		03/05/2019-04/03/2019	126962	ACTUAL	119510720	3175	0		\$380.04	\$4,089.16	\$380.04	\$4,469.20	04/25/2019	\$4,469.20	607	\$0.00
38	04/30/2019	LATE PAYMENT CHARGE									\$58.10							
39	05/02/2019	ELECTRIC SERVICE		04/03/2019-05/02/2019	129004	ACTUAL	119510720	2042	0		\$247.95	\$4,527.30	\$247.95	\$4,775.25	05/24/2019	\$4,775.25	149	\$0.00

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
	Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	CCF	Transaction Amount	Balance Forward	Current Charges	Ant Due	Bill Due Dt	Total Balance	Hearing Degree Days	Budget Bill Deferred Amt
13	05/09/2019		LATE PAYMENT CHARGE															
42	05/09/2019	ELECTRIC SERVICE		05/02/2019-06/03/2019	130010	ACTUAL	119510720	1006	0		\$58.10	\$4,717.15	\$126.34	\$4,843.49	06/25/2019	\$4,843.49		\$0.00
43	06/03/2019	ELECTRIC SERVICE		06/03/2019-07/02/2019	130297	ACTUAL	119510720	287	0		\$47.85	\$4,843.49	\$47.85	\$4,891.34	07/24/2019	\$4,891.34		\$0.00
44	07/02/2019	ELECTRIC SERVICE		07/02/2019-08/01/2019	130688	ACTUAL	119510720	391	0		\$61.56	\$4,891.34	\$61.56	\$4,952.90	08/23/2019	\$4,952.90		\$0.00
45	08/01/2019		PAYMENT															
46	08/22/2019																	
47	08/30/2019	ELECTRIC SERVICE		08/01/2019-08/30/2019	131137	ACTUAL	119510720	449	0		\$69.44	\$4,952.90	\$69.44	\$5,022.34	09/24/2019	\$5,022.34		\$0.00
48	10/01/2019	ELECTRIC SERVICE		08/30/2019-10/01/2019	131648	ACTUAL	119510720	511	0		\$70.38	\$5,022.34	\$70.38	\$5,092.72	10/23/2019	\$5,092.72		\$0.00
49	10/18/2019		PAYMENT															
50	10/30/2019	ELECTRIC SERVICE		10/01/2019-10/30/2019	132356	ACTUAL	119510720	708	0		\$93.48	\$5,092.72	\$93.48	\$5,186.20	11/21/2019	\$5,186.20		\$0.00
51	11/12/2019		PAYMENT															
52	12/02/2019	ELECTRIC SERVICE		10/30/2019-12/02/2019	137098	ACTUAL	119510720	4742	0		\$561.55	\$5,186.20	\$561.55	\$5,747.75	12/26/2019	\$5,747.75		\$0.00
53	12/23/2019		PAYMENT															
54	01/03/2020	ELECTRIC SERVICE		12/02/2019-01/03/2020	143309	ACTUAL	119510720	6211	0		\$729.36	\$5,747.75	\$729.36	\$6,477.11	01/27/2020	\$6,477.11		\$0.00
55	02/04/2020	ELECTRIC SERVICE		01/03/2020-02/04/2020	149346	ACTUAL	119510720	6037	0		\$708.15	\$6,477.11	\$708.15	\$7,185.26	02/26/2020	\$7,185.26		\$0.00
56	03/04/2020	ELECTRIC SERVICE		02/04/2020-03/04/2020	153836	ACTUAL	119510720	4490	0		\$522.86	\$7,185.26	\$522.86	\$7,708.11	03/26/2020	\$7,708.11		\$0.00
57	03/04/2020	LATE PAYMENT CHARGE																
58	04/02/2020	ELECTRIC SERVICE		03/04/2020-04/02/2020	157576	ACTUAL	119510720	3740	0		\$437.26	\$7,708.11	\$437.26	\$8,145.37	04/24/2020	\$8,145.37		\$0.00
59	05/01/2020	ELECTRIC SERVICE		04/02/2020-05/01/2020	160791	ACTUAL	119510720	3215	0		\$377.29	\$8,145.37	\$377.29	\$8,522.66	05/26/2020	\$8,522.66		\$0.00
60	06/02/2020	ELECTRIC SERVICE		05/01/2020-06/02/2020	163750	ACTUAL	119510720	2959	0		\$348.59	\$8,522.66	\$348.59	\$8,871.25	06/24/2020	\$8,871.25		\$0.00

EXHIBIT 3



UTILITY COMPANY REPORT
Reporte De La Compania Utilidades

Date:
6/6/18

Prepared By:
Erik Schroeder

Name:
HENRY CARAWAY

Service Address:
1615 N ALLISON ST, 1ST FL
PHILADELPHIA PA 19131

Post Office:
PHILADELPHIA PA 19131

Account Number:
47073-33108

Phone Home:
(267) 650-0705

Phone Work:

Mailing Address:
1615 N ALLISON ST, 1ST FL
PHILADELPHIA PA 19131

Problem As You Described It

On 5/9/18 you contacted our office regarding your PECO bill.

Our Response

On 5/17/18 a PECO field technician visited the above property in response to a high bill complaint. The technician found the common hallway light and porch light connected to your meter # 119510720. This is known as foreign wiring.

When PECO identifies foreign wiring, Pennsylvania State Law requires the electric service be transferred into the name of the landlord, until the wiring is properly corrected. (Per Section 1529.1(b) of the Pennsylvania Public Utility Code, 66 Pa. C.S. 1529.1) Please be advised that the electric for the account in question was transferred into your landlord's name effective 05/17/18.

The balance on your account is \$777.11 as of 6/6/18. The amount due by 6/22/18 to avoid delinquency is \$777.11.

The investigation is being closed at this time. If you have any further questions, or need payment arrangements please call our Financial Care Center at 1-888-480-1533.

Cordially,
Steven M.
High Bill Field

UTILITY COMPANY REPORT



May 18, 2018

B&Z Holdings Inc
1051 County Line Rd Unit
Huntingdon Valley, Pa 19006

Regarding: 1615 N Allison St
1st Fl
Philadelphia, Pa 19131

Dear B&Z Holdings Inc.:

On 5-17-18 a PECO field technician visited the above referenced property in response to a high bill complaint. The technician found common hallway light and porch light connected to 1st floor's service. This is known as foreign wiring. Please have your electrician check for any additional foreign wiring that may not have been detected at the time of the field visit.

When PECO identifies foreign wiring, Pennsylvania State Law requires the electric service to be transferred into the name of the landlord, until the wiring is properly corrected. (Per Section 1529.1(b) of the Pennsylvania Public Utility Code, 66 Pa. C.S. 1529.1)

Please be advised that the electric service for the accounts in question will be transferred into your name effective immediately. If any of the current tenant's balance due is attributable to the found foreign wiring the entire balance will be transferred into your name as well. The service can only go back into your tenants name if you have your electrician correct the wiring for each apartment.

If you have completed the repairs, or have any questions regarding this matter, please telephone 844-542-6164.

Cordially,

Steven M.
Customer Field Operations

High Bill Field Follow-Up Sheet

Date Fielded: 5/12/18 *Ch* Date Disputed: 5/9/18 *Ch* Group 04

Date Mailed To Billing: 5-18-18 Return Date _____

Account Number: 47073-33108

Customer Name: Henry Caraway

High Bill Inquire Address: 1615 N Allison St 1st FL

IOB Type (Please Check any & all that are Applicable): Also Maintain I/T

- ☐ Meter Mix-up
- ☒ Foreign Wiring
- ☐ Rate Change
- ☐ Bill Correction (See Yellow / Green Form)
- ☒ Other (See Yellow / Green Form): HBA BO send written report of visit

Work Needed To Be Completed By Billing Group

- ☐ Residential Meter Mix-Up
- ☐ Commercial Meter Mix-Up

Meter Number:	Reading:	As Listed:	Should be:

- ☐ Rate Change To:
 - ☐ R To RH
 - ☐ Cap R To Cap RH
 - ☐ Residential to Commercial
 - ☐ Commercial To Residential
 - ☐ No Rebill Needed (Reason) _____
 - ☐ Rebill From & (Reason) _____

- ☒ Foreign Wiring:
 - ☒ Transfer Service into Owner's Name
 - ☒ Transfer Tenant Balance into Owner's Name
 - ☒ Owner Name Legal will Supply
 - ☒ Owner Address unperturbed
 - ☐ Type Of F/W Found _____
 - ☐ Placed Critical Contact on Account (Date) _____
 - ☐ Changed Landlord/Tenant Code to Landlord (Date:) _____

OK To File

Completed
NC 5/21/18

HIGH BILL REPORT-RESIDENTIAL SERVICE

1. LAST METER READING VERIFIED:

☒ YES ☐ NO ☐ NO ACCESS

2. DROPPED LOAD AND IDLED METER

☐ YES ☒ NO ☐ DECLINED

3. PASSING LOAD TEST PERFORMED:

ELECTRIC: ☐ YES ☒ NO ☐ DECLINED

APPLIANCE USED: _____

KH: _____ No. of Seconds: _____

CLOCKED: _____ OF _____ (watts)

GAS: ☐ YES ☐ NO ☐ DECLINED

APPLIANCE USED: _____

Fl Dial: _____ No. of Seconds: _____

CLOCKED: _____ OF _____ (btu's)

4. METER ACCESS:

☒ YES ☐ NO ☐ NO ACCESS

DETAILS: *FW on 1st FL = Common Hallway
light & Porch light*

5. METER ACCESS:

☐ YES ☒ NO ☐ NO ACCESS

DETERMINED	REASON	RESOLVED	REPORTED

ADDITIONAL REPORT:

*Met with Mr. Caraway & verified above FW by
shutting off 1st FL Breaker Explained FW Policy Also
explained impact of BB Heat to K&L (Has 2 Strips in
Bent that he did not know were on) U/S*

*WORK (1) Place 1st FL Service in owners Name
(2) Transfer balance to Owner
(3) Send FW letter
(4) Send Customer Written Report of
Visit*

ORAL UTILITY REPORT

NAME: *Harry Caraway*

ADDRESS: *1015 N Allison St
1st FL*

ACCOUNT NUMBER: *47073-33108*

MAILING: *19131*

55.182(1)

55.182(2)

55.182(3)

55.182(4)

55.182(5)

55.182(6)

An Informal Complaint may be filed with the PUC by calling 1-800-782-1110, or by writing to P.O. Box 3265, Harrisburg, PA 17120. The following information must be included in your complaint:

- The name of the customer
- The address of the customer, and if different, the address at which service is provided.
- The account number of the customer, if applicable.
- The name of the utility.
- A brief statement of the dispute.
- Whether the dispute formerly has been the subject of a utility company investigation and report.
- Whether the dispute formerly has been the subject of a PUC informal or formal complaint.
- The date, if any, of proposed termination.
- The relief sought.

55.182(7)

Your open balance is now \$ _____, and will become delinquent on _____ unless a Payment Agreement is entered into, or an Informal Complaint is filed with the Commission.

(Note: This date must be the later of 10 days from today, or the actual due date of the bill.)

The current bill in the amount of \$ _____ is due _____.

The past due amount of \$ _____ will become delinquent on _____.

Payment arrangements are: _____

By: _____

Date: _____

Remarks noted:

☒ Customer Requested Written Report

Mailed on: _____

INVESTIGATOR: *S Murray*

DATE OF INVESTIGATION: *5/17/18*

COST ESTIMATE

COST ESTIMATE

Type of High Bill Complaint:

London, Ontario

☒	Washer	10	<u>40 10</u>
☒	Dryer	110	<u>110</u>
☐	Iron	10	

4 to 5 rooms = 50 kwh's
6 to 8 rooms = 65 kwh's
9 to 12 rooms = 75 kwh's

No. of Rooms 5-50

Approx Lighting: _____

OD Lighting _____

☐	Range		
☐	Dryer		
☐	Pool Heater		
☐	Other		

Electric Meter Number			AVG KWH'S SUMMER:			AVG KWH'S WINTER:		
DATE	Reading	Usage	Rate	Est Use Next Bill	Sec	DATE	Reading	Usage
05/17	104852	1348	89.49	2096	8229			
05/02	103504	3765						

EXHIBIT 4

High Bill Field Follow-Up Sheet

Date Fielded: 1-6 Date Disputed: PUC Group 4

Date Mailed To Billing: _____ Return Date _____

Account Number: 47073-33117

Customer Name: B & Z Holdings LLC

High Bill Inquire Address:: 1615 N. Allison St. 1st fl

JOB Type (Please Check any & all that are Applicable): Also Maintain L/T _____

- ☐ Meter Mix-up
- ☒ Foreign Wiring Now corrected
- ☐ Rate Change
- ☐ Bill Correction (See Yellow / Green Form)
- ☐ Other (See Yellow / Green Form): _____

Work Needed To Be Completed By Billing Group

☒ Residential Meter Mix-Up ☐ Commercial Meter Mix-Up

Meter Number:	Reading:	As Listed:	Should be:

- ☐ Rate Change To:
 - ☐ R To RH
 - ☐ Cap R To Cap RH
 - ☐ Residential to Commercial
 - ☐ Commercial To Residential
 - ☐ No Rebill Needed (Reason) _____
 - ☐ Rebill From & (Reason) _____

- ☒ Foreign Wiring:
 - ☐ Transfer Service into Owner's Name
 - ☐ Transfer Tenant Balance into Owner's Name
 - ☐ Owner Name _____
 - ☐ Owner Address Now corrected
 - ☐ Type Of F/W Found _____
 - ☐ Placed Critical Contact on Account (Date) _____
 - ☐ Changed Landlord/Tenant Code to Landlord (Date:) _____

☐ OK To File

BACK OFFICE REVIEW	SUSPENDED CHARGES CLOSED DATE:	
Analyst:	DISPUTE OPEN DATE:	
	DISPUTE CLOSED DATE:	
Audit:	AGE WHEN COMPLETED:	

Name: _____

Address: _____

Account Number **47073-33117**

COST ESTIMATE

Type of High Bill Complaint: **PUC**

Cooking and Refrigeration

Refrigerator type	No. of	Avg Kwh's	Act. Kwh's
☐ Manual	_____	120	_____
☐ Top/Bottom	_____	200	_____
☐ Side/Side	_____	300	_____
☐ Sub Zero	_____	450	_____
☐ Student	_____	100	_____

Freezer type

☐ Upright	_____	210	_____
☐ Chest	_____	110	_____

Cooking - Electric

☐ Range	_____	150	_____
☐ Microwave	_____	40	_____
☐ Toaster Oven	_____	40	_____
☐ Coffee Maker	_____	38	_____
☐ Toaster	_____	2	_____

Other Kitchen Appliances

☐ Dishwasher	_____	48	_____
☐ Exhaust Fan	_____	5	_____
☐ Trash Compactor	_____	8	_____
☐ Other:	_____	_____	_____
☐ Other:	_____	_____	_____
☐ Other:	_____	_____	_____

Laundry Service

☐ Washer	_____	10	_____
☐ Dryer	_____	110	_____
☐ Iron	_____	10	_____

Air Conditioning/Ventilation

Air Conditioning Btu's	Watts	Act. Kwh's
_____	_____	_____
_____	_____	_____
☐ Dehumidifier	324	_____
☐ Ceiling Fan	40	_____
☐ Standing Fan	30	_____
☐ Attic Fan	48	_____

Heating - Gas and Oil

☐ Furnace Fan	240	_____
☐ Circulator	150	_____
☐ Oil Burner Motor	65	_____

Heating Electric

☐ Heat Pump	_____	_____
☐ Baseboard	_____	_____
☐ Space Heater	_____	_____

Hot Water

Gallons/Watts

☐ Elec WH	_____	_____
----------------------------------	-------	-------

250 kwh for 1 person and 125 kwh's for each adult/child

Lighting

4 to 5 rooms = 50 kwh's	No. of
6 to 8 rooms = 65 kwh's	Rooms
9 to 12 rooms = 75 kwh's	_____
Approx Lighting:	_____
OD Lighting	_____

Home Entertainment

	No. of	Avg. Kwh's	Act. Kwh's
☐ TV 20" to 27"	_____	48	_____
☐ TV 32" to 36"	_____	72	_____
☐ TV Big Screen	_____	98	_____
☐ CABLE BOX	_____	10	_____
☐ VCR/DVD	_____	10	_____
☐ Home theater/ Stereo	_____	25	_____
☐ Computer	_____	48	_____
☐ Other:	_____	_____	_____

Other Services

☐ Well Pump	60	_____
☐ Sump Pump	12	_____
☐ Swimming Pool Pump (12hr/day)	270	_____
☐ Hot tub heater (2hr/day)	300	_____
☐ Water Bed Heater	144	_____
☐ Other:	_____	_____
☐ Other:	_____	_____
☐ Other:	_____	_____

GAS SERVICE

Rated Clocked

☐ House Heater	_____	_____
☐ Water Heater	_____	_____
☐ Range	_____	_____
☐ Dryer	_____	_____
☐ Pool Heater	_____	_____
☐ Other:	_____	_____

AVG KWH'S SUMMER:

AVG KWH'S WINTER:

Electric Meter Number:	Rate:	Kwh:	Sec:	Gas Meter Number:	Rate:	Heat:	Sec:
119510720	RH	7.2					
DATE	Reading	Usage	DAU	DATE	Reading	Usage	DAU
1-6 143902							
1-3 143309 6211							
Electric Meter Number:	Rate:	Kwh:	Sec:	Gas Meter Number:	Rate:	Heat:	Sec:
DATE	Reading	Usage	DAU	DATE	Reading	Usage	DAU

HIGH BILL REPORT-RESIDENTIAL SERVICE

1. LAST BILLED READING VERIFIED:

☒ YES ☐ NO ☐ NO ACCESS

2. DROPPED LOAD AND IDLED METER

☒ YES ☐ NO ☐ DECLINED

3. PASSING LOAD TEST PERFORMED:

ELECTRIC: ☐ YES ☐ NO ☒ DECLINED

APPLIANCE USED: _____

KH: _____ No. of Seconds: _____
CLOCKED: _____ OF _____ (watts)

GAS: ☐ YES ☐ NO ☐ DECLINED

APPLIANCE USED: _____

FI Dial: _____ No. of Seconds: _____
CLOCKED: _____ OF _____ (btu/s)

4. FOREIGN WIRING/FOREIGN PIPING FOUND:

☐ YES ☒ NO ☐ NO ACCESS

DETAILS: _____

METER NO. IN FOUND: ☐ YES ☒ NO ☐ NO ACCESS

METER NUMBER	READINGS	ADJUSTED	SHOULD BE

ADDITIONAL REPORT: 9:00am adv Mr. Millie Dam enroute

Verified FW is corrected

There are 2 seperate porch lights & 2 seperate common hallway lights / 1 of each are wired to each 1st fl meter & the 2nd fl meter

FW no longer exists

OK to remove codes for new tenant to apply

work -> remove FW codes / refer to PUC group
OK to file

ORAL UTILITY REPORT

NAME: B&Z Holdings LLC ADDRESS: 1615 N. Allison St.
1st fl
ACCOUNT NUMBER: 47073-33117 MAILING: 19131

58.152(1)

DISPUTES THE FOLLOWING: PUC

58.152(2)

PECO Energy's POSITION ON THIS DISPUTE IS: SEE REPORT

58.152(3)

Termination of service will not take place during any informal or Formal Complaint proceedings, provided you pay the undisputed portion of bills as they become due.

58.152(4)

If you do not agree with this report you have ten days from today for filing an informal complaint with the Pennsylvania Public Utility Commission.

58.152(5)

The closest company location is 2301 Market St. Philadelphia. Gave closest authorized payment location. Payments may be mailed to P.O. Box 13439, Phila., PA 19101. You may obtain additional information by writing to P.O. Box 13778, Phila., PA 19101, or by calling us at 1-800-484-4000

58.152(6)

An Informal Complaint may be filed with the PUC by calling 1-800-782-1110, or by writing to P.O. Box 3265, Harrisburg, PA 17120. The following information must be included in your complaint.

- The name of the customer
- The address of the customer, and if different, the address at which service is provided.
- The account number of the customer, if applicable.
- The name of the utility.
- A brief statement of the dispute.
- Whether the dispute formerly has been the subject of a utility company investigation and report.
- Whether the dispute formerly has been the subject of a PUC informal or formal complaint.
- The date, if any, of proposed termination.
- The relief sought

58.152(7)

Your open balance is now \$ _____, and will become delinquent on _____ unless a Payment Agreement is entered into, or an Informal Complaint is filed with the Commission.

(Note: This date must be the later of 16 days from today, or the actual due date of the bill.)

The current bill in the amount of \$ _____ is due

The past due amount of \$ _____ will become delinquent on _____

Payment arrangements are _____

By: _____

Remarks Noted: _____

() Customer Requested Written Report

Date: _____

Mailed on _____

INVESTIGATOR: McQuilkin

DATE OF INVESTIGATION: 1-6-20

Must be returned by MARCH 2, 2020

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

*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.*

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

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 Nelli BelderStreet/P.O. Box 506 Apt # _____City Southampton State PA Zip 18966County Bucks

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

(____) _____ (home) (267) - 684- 6880 (mobile)

E-mail Address (optional): _____

Utility Account Number (from your bill) 4707333117

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 B&Z Holdings, LLCStreet/P.O. Box 1615 N. Allison Street, 1st FloorCity Philadelphia State PA Zip 19131**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

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.

See Attached -

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.

To Whom it May Concern:

1) We as owners of the property were not at the inspection that Peco Energy states took place on 5/17/2018 nor were we ever informed that such an inspection would take place. If Peco had done so, any issues regarding foreign loads or foreign wiring, if any, would have been immediately taken care of. Peco did not properly provide us with that opportunity.

2) Currently, Peco indicates that \$6037.71 is (was) due on 2/26/20. As of the 5/2/19 bill date, which gave us our first notice of the problem, the amount due was \$4775.25. Please note that the 5/19/19 bill has the correct address, PO BOX 506 Southampton, PA 18966. This address has existed as our mailing address for a long time, even prior to any Peco investigation in this matter. In fact, Philadelphia's own website, Phila.gov, shows the PO Box 506 Southampton PA 18966 as the correct mailing address. Peco's lack of doing a proper search is, at minimum, the reason why we never received notification of any issues. If Peco's initial letter been received, any alleged issues would have been resolved sooner and would likely also include a lower bill.

3) Any foreign load, which appeared to be a light bulb issue of some sort, as alleged by Peco, was located in the basement of the property. Access to the basement only goes through the 1st floor tenant's property. We do not have access to that first floor or the basement the entire time that the tenant has been living there. However, once notified properly of the alleged foreign wiring, any issues were corrected as Peco itself admits.

4) According to PECO's explanation, they waited over a year before deciding to send their bills to the PO BOX 506 address. During that year, PECO accrued thousands of dollars in fees and late charges without ever recognizing that they had a wrong address. We do not believe it is fair for us to have to pay for PECO's lack of diligence.

6) We do not feel that we should be required to pay such an amount when the first floor tenant has had sole access to the basement where the alleged issue began. He has had this access since he moved in and certainly before any issues arose with any foreign load or wiring. Additionally, we do not feel we should have to pay such an amount when Peco never properly informed us of the situation to begin with. Additionally, as stated above, it is clear that a large, if not all, of the amount being charged is made up of late charges, late fees, and other wrong costs.

Thank you for your time and consideration of this appeal.

Sincerely,

Nelli Belder

BY: Dimitri Smirnov, Esquire
Attorney I.D. No.: 313446
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306 Lakeside Park
Southampton, PA 18966
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Email: Dimitri@Smirnovlaw.com
Licensed in PA and NJ

Counsel for B&Z Holdings, LLC

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

B&Z HOLDINGS, LLC	:	
	:	
v.	:	F-2020-3019239
PECO ENERGY COMPANY	:	
	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document via First Class Mail upon the parties, listed below, in accordance with the requirements of § 1.54 (relating to service by a party), which was filed electronically on the Commission's electronic filing system.

Khadijah Scott, Esquire
PECO Energy Company
2301 Market Street, Floor 23
Philadelphia, PA 19103
Counsel for PECO Energy Company

Date: 11/16/2020


Dimitri Smirnov, Esquire
Counsel for B&Z Holdings, LLC