

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michael Hillman

v.

PECO Energy Company

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C-2023-3038204

INITIAL DECISION

Before
Darlene Heep
Administrative Law Judge

INTRODUCTION

This Initial Decision holds that the Complainant did not meet his burden to establish that there was continuing foreign load at the service address or that PECO failed to provide a termination notice or discriminated against him. However, the record does support a finding that PECO delivered unreasonable customer service when it provided incorrect information to the Complainant and a \$300 penalty is assessed.

HISTORY OF THE PROCEEDING

On February 2, 2023, Mr. Michael Hillman filed a Formal Complaint (Complaint) against PECO Energy Company. Mr. Hillman, a former PECO gas and electric customer, checked boxes on the Formal Complaint form indicating that PECO is threatening to shut off his service or has already shut it off, that there are incorrect charges on his bill and that he is having a reliability, safety or quality problem with his utility service.

Mr. Hillman explained on the Complaint form that he contacted PECO on May 14, 2021, after his gas and electric services were shut off on May 12, 2021. He stated that PECO informed him that he was shut off for non-payment and further asserted that he has an on-going dispute with PECO that has not been resolved. He also contended that there was foreign load and a safety issue because gas continued to enter the service address, which he and his wife knew because they used the gas stove and the gas hot water heater. He also averred that he contacted PECO on December 9, 2022 to inform the company that he no longer lived at the service address and to discontinue billing him. As requested relief, Mr. Hillman would like the owner of the service address to be responsible for the PECO bill under the foreign load provisions of 66 Pa. Code Section 1529.1. During the hearing, Mr. Hillman also asserted that he did not receive proper notice prior to termination of his service. Tr. 46, 148.

On March 2, 2023, an Initial Call-In Telephone Hearing Notice was issued, setting the hearing for April 27, 2023. A Prehearing Order was also issued on March 2, 2023.

The telephonic hearing convened as scheduled on April 27, 2023. Mr. Hillman appeared *pro se*. Khadijah Scott, Esquire appeared on behalf of PECO. During the hearing, the Complainant objected to responding to questions. Tr. 1-21. It was determined during the telephonic hearing that the matter would be adjourned, and a further hearing would be held in person.

On April 27, 2023, an In-Person Evidentiary Hearing Notice was issued, setting an in-person hearing for May 30, 2023. A Prehearing Order was issued on April 28, 2023.

The Complainant mailed a document entitled Argument and received by the Philadelphia Office of Administrative Law Judges on May 8, 2023. In that document, the Complainant stated that he was accused of “talking over” everyone and that he was denied the right to make a short statement of fact. He further stated that the facts of the case were beyond the jurisdiction of the Commission.

The In-Person hearing was held on May 30, 2023, as scheduled. Mr. Hillman represented himself and introduced one witness, his wife, Mrs. Marlo Hillman. Mr. Hillman also presented three exhibits, Complainant Exhibits A-C.

PECO was again represented by Attorney Scott. Nine PECO Exhibits were introduced, PECO Exhibits 1-9. Mary McQuilkin, PECO High Bill Field Foreman, and Lauren Evans, PECO Regulatory Assessor, testified on behalf of PECO.

Complainant Exhibits A-C and PECO Exhibits 1-9 were admitted into the record.

On June 9, 2023, the Complainant faxed a document to the Commission which he entitled Motion to the Court to Reopen for Purposes of Admitting Evidence. Attached were documents marked Complainant Exhibits D-H. PECO did not object to the admission of these exhibits after additional information about the exhibits was provided. By Order dated July 24, 2023, Complainant Exhibits D-H were admitted into the record.

The record closed on June 30, 2023 upon receipt of the 164-page transcript.¹

FINDINGS OF FACT

1. Mr. Hillman resided at the service address, 301 Lincoln Avenue, Collingdale, Pennsylvania, from December of 2015 until December 5, 2022. Tr. 8, 97-88.
2. The service address is part of a large house that was divided into five units. Tr. 36.
3. The service address had gas heat, a gas stove and a gas water heater when Mr. Hillman lived there. Tr. 36.

¹ On August 7, 2023, Mr. Hillman filed a Motion stating that he is having problems with deliveries to his post office box and that he would like to receive documents through certified mail. Mr. Hillman has declined providing a street address, email address and signing up for eService. Nevertheless, my office will send Mr. Hillman a copy of this decision by certified mail to the post office box number that he provided.

4. Mr. Hillman was a PECO electric and gas customer when he resided at the service address. Tr. 9.

5. On March 21, 2019, Complainant contacted PECO offices about a high bill. PECO Exhibit 6.

6. On March 27, 2019, PECO High Bill Field Foreman Mary McQuilkin found foreign load – both foreign wiring and foreign piping – at the service address. PECO Exhibit 6; Tr. 105-106.

7. Following discovery of the foreign load, Mr. Hillman's PECO bill and the account for the service address, including both gas and electric, were transferred to the landlord. Tr. 110; PECO Exhibit 6.

8. The foreign piping and foreign wiring were corrected on April 10, 2019, and the PECO account for the service address was transferred back to Mr. Hillman. Tr. 114-115.

9. PECO shut off the Complainant's electric service for nonpayment on May 12, 2021. Tr. 9.

10. On May 14, 2021, Mr. Hillman contacted PECO by telephone and was told by PECO personnel that both his electric and gas were shut off. Tr. 8-10, 15.

11. Mr. Hillman received PECO bills for gas service after the electricity was shut off on May 12, 2021. Tr. 48; PECO Exhibit 1.

12. On December 9, 2022, Mr. Hillman contacted PECO by telephone to inform the company that he no longer lived at the service address and to stop billing him for service. Tr. 10.

13. The Complainant did not pay any PECO bills from April 19, 2019 through December 15, 2022. PECO Exhibit 1; Tr. 80, 144-145.

14. PECO sent to Mr. Hillman a Utility Company Report dated 12/27/2022. PECO Exhibit 2.

DISCUSSION

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). Mr. Hillman must establish his case by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A complainant can meet that burden if he presents evidence more convincing, by even the smallest amount, than that evidence presented by Respondent. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight to the evidence presented by the Complainant, the Complainant has not satisfied his burden of proof. The Complainant would then be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

In addition, 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 & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

As a matter of law, to establish a legally sufficient claim, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. The Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must be a violation of the Public Utility Code (Code), a Commission Regulation or Order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

The Pennsylvania Public Utility Code requires each public utility to provide reasonable service as follows:

[e]very public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities . . . Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501. The statutory definition of “service” is to be broadly construed. *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlth. 1995).

The Code defines “service” as:

[s]ervice, used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them[.]

66 Pa.C.S. § 102.

Section 1406(a) of the Public Utility Code (Code) permits a utility company to terminate service under certain conditions. Section 1406, in relevant part, states:

(a) Authorized termination. -- A public utility may notify a customer and terminate service provided to a customer after notice as provided in subsection (b) for any of the following actions by the customer.

- (1) Nonpayment of an undisputed delinquent account.
- (2) Failure to comply with material terms of a payment arrangement.

66 Pa. C.S. § 1406(a).

Utilities are required to give notice prior to termination in accordance with 52 Pa. Code § 56.91, which provides:

(a) Prior to terminating service for grounds authorized by § 56.81 (relating to authorized termination of service), a public utility shall provide written notice of the termination to the customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days.

52 Pa. Code § 56.91.

Mr. Hillman asserts that 1) there was continuing foreign load when he lived at the service address; 2) that he did not receive a termination notice; and 3) that PECO treated him in a discriminatory manner.

Continuing Foreign Load

Mr. Hillman acknowledged that foreign load issues were addressed in a Commission complaint that he filed in 2020. Tr. 14. His contention is that foreign load issues were not resolved or corrected and that the company acknowledged an improper radiator connected to the heating system but not other existing foreign loads. Tr. 36.

Although he is not a certified plumber or licensed electrician, Mr. Hillman does have about 20 years of experience in plumbing, as a building and remodeling contractor, in carpentry, in masonry and as a roofer. Tr. 30, 61-62. He contends that there was an interconnection and that there remained foreign load because the house heater did not work, but he was able to use the gas stove for heat. Tr. 31.

Mrs. Marlo Hillman also testified that she believed a foreign load existed because although the gas and electricity were both supposedly shut off on May 12, 2021, while they had no house heat, the gas stove and gas water heater continued to work. Tr. 87. Additionally, she testified that a couple of weeks before they moved out in December 2022, she and Mr. Hillman

went down to the basement and that although there were five apartments, there were only three boilers and the boiler connected to their apartment was shut off. Tr. 94.

PECO High Bill Field Foreman McQuilkin testified and sponsored documents showing that on March 21, 2019, Mr. Hillman contacted PECO offices about a high bill. PECO Exhibit 6. On March 27, 2019, Foreman McQuilkin visited the service address and found both electric and gas foreign load. Specifically, she found that the electric motor and gas for the hallway heater were connected to Mr. Hillman's gas and electric meters. In accordance with 66 Pa.C.S. § 1529.1, the balances and name on both the gas and electric accounts were immediately transferred to the landlord, leaving Mr. Hillman with a balance of zero dollars as of April 10, 2019. PECO Exhibit 6; Tr. 103,106-107, 110.

On April 11, 2019, a PECO technician visited the service address and determined that the electric wiring and gas piping were corrected to eliminate foreign load. The gas and electric service were placed back in the Complainant's name. Mr. Hillman was advised by Utility Company Report dated April 23, 2019 that foreign wiring was corrected and as of April 23, 2019, he had an account balance of \$0.00 and a credit balance of \$173.95. PECO Exhibit 7, Tr. 111-113.

These foreign load issues were the subject of a Complaint filed by Mr. Hillman with the Commission against PECO on February 25, 2020, where he asserted that PECO failed to properly investigate the foreign load issues at the property and that there was ongoing foreign load. Administrative Law Judge Marta Guhl determined that that there was insufficient evidence to establish that there was ongoing foreign load at the service address and dismissed the Complaint. *Hillman v PECO Energy Co.*, Docket No. F-2020-3019051 (Final Order entered Dec. 8, 2020).²

² Mr. Hillman also alleged foreign load at the service address in a February 21, 2020 Complainant filed against Aqua Pennsylvania Inc. Deputy Chief Administrative Law Judge Christopher Pell dismissed the Complaint, finding that Mr. Hillman had failed to meet his burden of proof. *Hillman v Aqua Pennsylvania Inc.*, Docket Number F-2020-3019026 (November 19, 2020).

In the current Complaint at issue, and in his testimony, Mr. Hillman contended that the foreign load continued after it was purportedly corrected in April 2019. Central to his claim is his understanding that PECO had shut off both the gas and electric service on May 12, 2021. In support of this belief, Mr. Hillman testified that both his electric and gas service were shut off by PECO on May 12, 2021. Tr. 9. He also stated that when he called PECO on May 14, 2021, a PECO employee named “Louis” confirmed that both the gas and electric were shut off for nonpayment. Tr. 9, 29-30. Additionally, both Mr. Hillman and his wife testified that despite being told by PECO that the gas service was turned off, and although the gas house heater stopped working, the gas stove and gas water heater at the service address continued to operate. Tr. 12 -13, 29-30, 40, 88-90. Further, when asked what he used for utilities during the time his service was shut off Complainant stated that he used the gas stove for heat. Tr. 9-10. Mr. Hillman also testified as to his extensive experience as a contractor and with electricity and plumbing and that, in his opinion, there was continuing foreign load.

It is understandable that the Hillmans were concerned about foreign load after they were incorrectly told by the PECO representative that both the gas and electric were shut off. The gas house heater stopped working but the gas appliances at the service address continued to work. Mr. Hillman and his wife provided credible testimony that when PECO was called, the company representative confirmed their understanding that both the gas and electric service were shut off due to nonpayment. Tr. 29-30, 84, 88.

The opinion of Mr. Hillman that there was foreign load was carefully considered given his experience; however, he presented no details or other evidence in support of that opinion, which alone will not suffice. “Opinions and conclusions cannot be relied upon as substantial evidence in a decision by the Commission.” *Norman v Phila. Gas Works*, Docket No. C-2018-2640719 at 30 (Opinion and Order entered Oct. 7, 2021).

Although Complainant and his wife both testified that they thought both the gas and electric services were turned off, Foreman McQuilkin testified that only the electric service was shut off. According to Foreman McQuilkin, the PECO vendor that terminates service did not shut off the gas service because there was a broken valve. Tr. 140-14, 143. She also explained

that the gas house heater did not work because it required electricity to operate, and electricity at the service address was shut off. Tr. 132. Foreman McQuilkin further explained that the water heater and stove would not have worked if the gas was shut off. Tr. 114. Although PECO customer service communication with Mr. Hillman was not clear or without problems, between June 15, 2021, and December 9, 2022, the Complainant continued to receive gas bills, another indication that the gas was not shut off. Tr. 48; PECO Exhibit 1. Given the testimony and exhibits presented, there is not substantial evidence to support a finding of continuing foreign load at the service address.

Termination Notice

Mr. Hillman also testified that he did not receive termination notice. Tr. 45. A PECO Utility Company Report dated December 27, 2022 states that termination notices were left at the service address followed by a telephone call advising of the risk of service termination prior to June 16, 2021. PECO Exhibit 2. It does not state the date that the notice was issued or when the telephone call was made. PECO Exhibit 2; Tr. 158. The weight of the evidence presented by the Complainant and PECO are equivalent and therefore the Complainant cannot prevail on this issue. *Burleson*.

Discrimination in Service

Mr. Hillman also averred that it was discrimination to have him living under the conditions of no electricity and he is sure that it does not happen to certain other people. Tr. 58. Mr. Hillman and his wife stated that they believed that shutting off their services was inhumane and that the actions of PECO were discriminatory. Tr. 29, 58, 76, 77.

Under 66 Pa.C.S. § 1502, the Code provides:

[n]o public utility shall, as to service, make or grant any unreasonable preference or advantage to any person, corporation, or municipal corporation, or subject any person, corporation, or municipal corporation to any unreasonable

prejudice or disadvantage. No public utility shall establish or maintain any unreasonable difference as to service, either as between localities or as between classes of service, but this section does not prohibit the establishment of reasonable classifications of service.

66 Pa.C.S. § 1502. However, the Complainant presented no evidence beyond his opinion and sincere belief, and that of his wife, that PECO acted in a discriminatory manner. As previously stated, opinions alone do not constitute substantial evidence and therefore cannot be the basis for a finding in favor of the Complainant here.

Although he may have been motivated by his belief that there was continuing foreign load and that PECO subjected him to discriminatory treatment, the facts on the record show that Complainant did not pay his bill from April 2019 through December 2022. Service may be terminated for nonpayment where there is no dispute pending. 66 Pa.C.S. § 1406(a). While the Complainant filed various actions against PECO and others over the years raising foreign load and billing issues,³ the record before the Commission does not clearly show that there was a PECO dispute pending or one that had not been dismissed at the time of the termination on May 12, 2021. See PECO Exhibits 8, 9. Complainant cannot prevail on this issue.

Customer Service

The collective record establishes that PECO did not provide reasonable customer service. Mr. Hillman was given incorrect information about which services were shut off when he contacted PECO and was never directly advised that his gas was not terminated due to a broken gas valve. Further, there was incorrect information on PECO records sent to Mr. Hillman.

The December 27, 2022 PECO Utility Company Report sent and addressed to Mr. Hillman states, in part:

³ Mr. Hillman filed actions in both federal and state courts raising claims related to foreign load and billing at the service address. See PECO Exhibit 8; Tr. 40, 73, 147.

On 12/9/2022 you contacted PECO and requested to close the account stopping the Gas service. On 12/14/2022, you contacted PECO reporting a gas odor. PECO technicians arrived to discover a leak in the flexhose, stopped the gas at your stove and referred you to have repairs made. On 12/15/2022 your account was closed, with gas disconnected and final bill rendered 12/15/2022 for the balance ...

Complainant Exhibit B. Mr. Hillman testified that the December 27, 2022 PECO Utility Report was inaccurate. Mr. Hillman was not at the service address on December 14, 2022 because he had moved out on December 5, 2022. Tr. 46-47. Mr. Hillman also noted that his telephone number on the Utility Company Report is incorrect. Tr. 51. Additionally, he testified that while the Report states that he contacted PECO on December 14, 2022 to report a gas odor, he did not, as he had moved by then. Tr. 39-40. Further, the December 27, 2022 Utility Company Report incorrectly identifies Mr. Hillman as the person with whom a PECO technician spoke in mid-December, who was present when the gas was shut off after a leak was found and who was told by the technician to have repairs made. Tr. 39. PECO did not offer substantial rebuttal evidence.

While individually these occurrences would not rise to the level of a violation by PECO, cumulatively, they are unreasonable service under 66 Pa.C.S. § 1501 that led to a misunderstanding of what was occurring, the suspicion that there was continuing foreign load and the filing of this Complaint at issue.

Civil Penalty

When there is a violation of the Commission's statutes or regulations, Sections 3301(a) and (b) of the Public Utility Code, 66 Pa.C.S. § 3301(a) and (b), authorize the Commission to impose a maximum civil penalty of \$1,000 per day. The Commission has adopted certain standards that are to be applied in determining the amount of the civil penalties when violations are admitted or determined to have occurred.

The Commission set out the standards in *Rosi v. Bell Atlantic-Pennsylvania, Inc.*, Docket No. C-00992409 (Opinion and Order entered Feb. 10, 2000) ("*Rosi*") and which are now

codified at 52 Pa. Code § 69.1201(c). These ten factors must be considered when calculating the amount of the penalty.

This decision finds that PECO violated 66 Pa.C.S. § 1501 when it provided incorrect information to Mr. Hillman by telephone and in its documents sent to Mr. Hillman that led to a misunderstanding of what was occurring, the suspicion that there was continuing foreign load and the filing of this Complaint at issue. A penalty is appropriate here. The ten *Rosi* standards to be considered when a penalty is imposed are discussed below.

The first criterion to consider is whether the violation was of a serious nature or whether it was less egregious, such as an administrative or technical error. The errors at issue here were more of an administrative nature. Information was improperly recorded or conveyed within PECO and that incorrect information was given to the Complainant. This warrants a lower penalty.

The second criterion is whether the resulting consequences of the conduct was of a serious nature, such as personal injury or property damage. The consequence of the violation did not result in personal injury or property damage and therefore a lower penalty is warranted.

The third criterion is whether the conduct at issue was deemed intentional or negligent. The conduct at issue here was clearly negligence and therefore warrants a lower penalty.

The fourth criterion is whether the utility made efforts to modify internal practices and procedures to address the conduct and prevent similar conduct, and the amount of time it took for the implementation of these measures. The objective of this penalty is to encourage PECO to modify its internal practices to prevent similar mistakes and the resultant confusion in the future. This justifies a higher penalty.

The fifth criterion is the number of customers affected. Only Mr. Hillman was affected. This criterion mitigates against a higher penalty.

The sixth criterion is a consideration of Respondent's compliance history. This factor is not applicable here.

The seventh criterion is whether the regulated entity cooperated with the Commission's investigation. This factor is not applicable here.

The eighth criterion is the amount of the civil penalty or fine necessary to deter future violations, with consideration of the size of the utility. Given the nature of the violation, this criterion is not applicable.

The ninth criterion is past Commission decisions. Where the unreasonable customer service resulted in the customer receiving inadequate or no service, penalties ranging from \$500 to \$2000 were imposed. *See Shaver v. Suez Water Pa., Inc.* Docket No. C-2020-3022088 (Opinion and Order entered Aug. 25, 2022) (\$1250 penalty for non-potable water service); *Sanchez v PPL Elec. Utils. Corp.*, Docket No. C-2015-2472600 (Opinion and Order entered July 21, 2016) (\$500 penalty for failure to attempt personal contact); *Vaughn v. PPL Elec. Utils. Corp.*, Docket No. F-2021-3029570 (Opinion and Order entered Oct. 27, 2022) (\$500 penalty for company refusal to reinvestigate its foreign load determination). Here, however, given that the Complainant was not deprived of service due to the administrative actions of PECO and he was the only customer affected, a lower penalty will be imposed.

The tenth criterion is other relevant factors, and none have been suggested or considered other than those factors previously discussed. There are no other relevant factors to consider.

A \$300 penalty is imposed here. Accordingly, PECO is ordered to pay this civil penalty in the ordering paragraphs below.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this dispute. 66 Pa.C.S. § 701.
2. The Complainant has the burden of proof. 66 Pa.C.S. § 332(a).
3. The Pennsylvania Public Utility Code requires each public utility to provide reasonable service. 66 Pa.C.S. § 1501.
4. The record does not contain substantial evidence to establish that there was continuing foreign load at the service address while the Complainant resided there. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).
5. Utilities are required to give notice to prior to termination in accordance with 52 Pa. Code § 56.91.
6. Evidence presented by the Respondent regarding the termination notice is of co-equal weight to the evidence presented by the Complainant and therefore the Complainant has not satisfied his burden of proof. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).
7. Opinions and conclusions cannot be relied upon as substantial evidence in a decision by the Commission.” *Norman v Phila. Gas Works*, Docket Number C-2018-2640719 at 30 (Opinion and Order entered Oct. 7, 2021).
8. There is not substantial evidence to support a finding that PECO engaged in discrimination against the Complainant in violation of 66 Pa.C.S. § 1502.
9. The record established that PECO provided unreasonable customer service in violation of 66 Pa.C.S. § 1501.

10. When appropriate, due to violation of the Commission's statutes or regulations, the Commission may impose a maximum civil penalty of \$1,000 per day for violations of its statutes, regulations and orders. 66 Pa.C.S. § 3301(a) and (b).

11. A penalty of \$300 is appropriate under the penalty standards set out in 52 Pa. Code § 69.1201(c).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Michael Hillman in Michael Hillman v. PECO Energy Company, LLC at Docket No. C-2023-3038204, is sustained, in part, and denied, in part.

2. That claims that there was continuing foreign load at the service address, that PECO Energy Company failed to provide a termination notice and that PECO Energy Company discriminated against Complainant are denied.

3. That the claim that PECO Energy Company provided unreasonable customer service is sustained.

4. That all other claims are denied.

5. That PECO Energy Company is hereby assessed a penalty of three-hundred dollars (\$300) for providing the Complainant unreasonable customer service.

6. That within thirty (30) days of the entry of this Opinion and Order, PECO Energy Company shall remit the \$300 civil penalty, payable by certified check or money order to

