

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

-----X
 LINDA MEADE :
 :
 VS. : C-2024-3051892
 :
 PECO ENERGY COMPANY-ELECTRIC :
 -----X

Pages 1 through 76

Judge's Chambers
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania

Friday, January 24, 2025
Commencing at 10:00 a.m.

BEFORE:

ADMINISTRATIVE LAW JUDGE ERANDA VERO

REPORTER:

LAURA M. SNYDER, REPORTER, NOTARY PUBLIC

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KARASCH & ASSOCIATES (800) 621-5689

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Direct Dial: 267-533-1830
khadijah.scott@exeloncorp.com

January 17, 2025

VIA E-MAIL

Honorable Eranda Vero
Pennsylvania Public Utility Commission
801 Market Street, 4th Floor
Philadelphia, PA 19107

RE: Linda Meade v. PECO Energy Company
Docket No. C-2024-3051892
Date of Hearing: January 24th 2025 @ 10:00 a.m.

Dear Judge Vero:

Enclosed please find a copy of PECO Energy Company's Exhibits 1 through 7, which it intends to use in the above referenced hearing. By copy of this letter, I am sending a copy of same to the Complainant.

Please call my direct dial number if you have any questions regarding this case.

Respectfully submitted,

A handwritten signature in blue ink that reads "Khadijah Scott". The signature is written in a cursive style.

Khadijah Scott

KS/ab
Enclosure

Cc: Linda Meade (via email)

EXHIBIT 1

Bills & Payment Statement

Account Information	
Account Number:	██████████
Customer Name:	Meade,Linda
Meter Bill Group:	Monthly - Cycle 06
Account Status:	Active
Service Address:	██████████ 29th St, Philadelphia, PA 19132
Billing Address:	██████████ 29th St, Philadelphia, PA 19132
Requested By:	

Account Balances	
Current Bill:	1,193.29
Bill Prior:	791.48
Deposit Requested:	0.00
Deposit On-Hand:	0.00
CAP Pre-program Arrears:	0.00
Payment Agreement Balance:	0.00
Account Balance:	24,351.49

Rate Schedule	
Rate Schedule:	PECO Electric Residential Service

Account Activity

Transaction Date	Transaction Type	Billing Period	Reading Type	Meter #	Usage Type	Usage Qty	Current Amount	Current Balance	Payoff Amount	Payoff Balance	Total Bill	Heating Degree Days	Deferred Amt	Bill Due Dt
31-JAN-2025	MONTH-END BALANCE					0	0.00	24,351.49	0.00	24,351.49	0.00	0	0.00	
08-JAN-2025	BILL-Elec - Residential	05-DEC-24 to 08-JAN-25	Regular	J574055801	KWH	6586	1,193.29	0.00	1,193.29	0.00	0.00	0	0.00	
08-JAN-2025	REGULAR BILL:	05-DEC-24 to 08-JAN-25				0	1,193.29	24,351.49	0.00	24,351.49	1,193.29	0	0.00	30-JAN-25
08-JAN-2025	Late Payment Charge					0	11.78	0.00	11.78	0.00	0.00	0	0.00	
31-DEC-2024	MONTH-END BALANCE					0	0.00	23,146.42	0.00	23,146.42	0.00	0	0.00	
09-DEC-2024	ADJUSTMENT:			J574055801		0	-2.00	0.00	-2.00	0.00	0.00	0	0.00	
06-DEC-2024	REGULAR BILL:	05-NOV-24 to 05-DEC-24				0	791.48	23,148.42	0.00	23,148.42	791.48	0	0.00	27-DEC-24
05-DEC-2024	BILL-Elec - Residential	05-NOV-24 to 05-DEC-24	Regular	J574055801	KWH	4379	791.48	0.00	791.48	0.00	0.00	0	0.00	
05-DEC-2024	Late Payment Charge					0	153.88	0.00	153.88	0.00	0.00	0	0.00	
30-NOV-2024	MONTH-END BALANCE					0	0.00	22,203.06	0.00	22,203.06	0.00	0	0.00	
05-NOV-2024	BILL-Elec - Residential	07-OCT-24 to 05-NOV-24	Regular	J574055801	KWH	2966	538.78	0.00	538.78	0.00	0.00	0	0.00	
05-NOV-2024	REGULAR BILL:	07-OCT-24 to 05-NOV-24				0	538.78	22,203.06	0.00	22,203.06	538.78	0	0.00	27-NOV-24
05-NOV-2024	Late Payment Charge					0	145.80	0.00	145.80	0.00	0.00	0	0.00	
04-NOV-2024	PAYMENT					0	-543.00	0.00	-543.00	0.00	0.00	0	0.00	
31-OCT-2024	MONTH-END BALANCE					0	0.00	22,061.48	0.00	22,061.48	0.00	0	0.00	
08-OCT-2024	REGULAR BILL:	06-SEP-24 to 07-OCT-24				0	242.34	22,061.48	0.00	22,061.48	242.34	0	0.00	29-OCT-24
07-OCT-2024	BILL-Payment	06-SEP-24 to 12-SEP-24	Regular			0	0.00	0.00	0.00	0.00	0.00	0	0.00	
07-OCT-2024	BILL-Elec - Residential	06-SEP-24 to 07-OCT-24	Regular	J574055801	KWH	1301	242.34	0.00	242.34	0.00	0.00	0	0.00	
07-OCT-2024	Late Payment Charge					0	154.57	0.00	154.57	0.00	0.00	0	0.00	
04-OCT-2024	PAYMENT					0	-300.00	0.00	-300.00	0.00	0.00	0	0.00	
30-SEP-2024	MONTH-END BALANCE					0	0.00	21,364.57	0.00	21,364.57	0.00	0	0.00	
12-SEP-2024	Default Agreement					0	20,782.70	0.00	0.00	20,782.70	0.00	0	0.00	
06-SEP-2024	BILL-Payment	07-AUG-24 to 06-SEP-24	Regular			0	611.30	0.00	0.00	0.00	0.00	0	0.00	
06-SEP-2024	BILL-Elec - Residential	09-AUG-24 to 06-SEP-24	Regular	J574055801	KWH	1491	275.57	0.00	275.57	0.00	0.00	0	0.00	
06-SEP-2024	REGULAR BILL:	07-AUG-24 to 06-SEP-24				0	886.87	23,187.17	0.00	21,964.57	886.87	0	-1,222.60	30-SEP-24
31-AUG-2024	MONTH-END BALANCE					0	0.00	22,300.30	0.00	21,689.00	0.00	0	-611.30	
30-AUG-2024	PAYMENT					0	-300.00	0.00	-300.00	0.00	0.00	0	0.00	
14-AUG-2024	BILL-Elec - Residential	09-JUL-24 to 09-AUG-24	Estimated	J574055801	KWH	1534	283.70	0.00	283.70	0.00	0.00	0	0.00	
14-AUG-2024	BILL-Payment	05-AUG-24 to 07-AUG-24	Regular			0	611.30	0.00	0.00	0.00	0.00	0	0.00	
14-AUG-2024	REGULAR BILL:	09-JUL-24 to 09-AUG-24				0	895.00	22,600.30	0.00	21,989.00	895.00	0	-611.30	05-SEP-24
05-AUG-2024	ADJUSTMENT: Set PA SA					0	-22,005.30	0.00	0.00	0.00	0.00	0	0.00	
05-AUG-2024	PAYMENT					0	-300.00	0.00	-300.00	0.00	0.00	0	0.00	
31-JUL-2024	MONTH-END BALANCE					0	0.00	22,005.30	0.00	22,005.30	0.00	0	0.00	
12-JUL-2024	BILL-Elec - Residential	07-JUN-24 to 09-JUL-24	Estimated	A124063293	KWH	1774	326.43	0.00	326.43	0.00	0.00	0	0.00	
12-JUL-2024	REGULAR BILL:	07-JUN-24 to 09-JUL-24				0	326.43	22,005.30	0.00	22,005.30	326.43	0	0.00	05-AUG-24
12-JUL-2024	Late Payment Charge			A124063293		0	142.87	0.00	142.87	0.00	0.00	0	0.00	
30-JUN-2024	MONTH-END BALANCE					0	0.00	21,536.00	0.00	21,536.00	0.00	0	0.00	
13-JUN-2024	BILL-Elec - Residential	08-MAY-24 to 07-JUN-24	Estimated	A124063293	KWH	2579	468.81	0.00	468.81	0.00	0.00	0	0.00	
13-JUN-2024	REGULAR BILL:	08-MAY-24 to 07-JUN-24				0	468.81	21,536.00	0.00	21,536.00	468.81	0	0.00	05-JUL-24
13-JUN-2024	Late Payment Charge			A124063293		0	263.60	0.00	135.84	0.00	0.00	0	0.00	
31-MAY-2024	MONTH-END BALANCE					0	0.00	20,803.59	0.00	20,803.59	0.00	0	0.00	
13-MAY-2024	BILL-Elec - Residential	09-APR-24 to 08-MAY-24	Estimated	A124063293	KWH	2947	538.54	0.00	538.54	0.00	0.00	0	0.00	
13-MAY-2024	REGULAR BILL:	09-APR-24 to 08-MAY-24				0	538.54	20,803.59	0.00	20,803.59	538.54	0	0.00	04-JUN-24

30-APR-2024	MONTH-END BALANCE					0	0.00	20,265.05	0.00	20,265.05	0.00	0	0.00	
15-APR-2024	BILL-Elec - Residential	11-MAR-24 to 09-APR-24	Estimated	A124063293	KWH	4283	777.83	0.00	777.83	0.00	0.00	0	0.00	
15-APR-2024	REGULAR BILL:	11-MAR-24 to 09-APR-24				0	777.83	20,265.05	0.00	20,265.05	777.83	0	0.00	07-MAY-24
02-APR-2024	PAYMENT					0	-500.00	0.00	-500.00	0.00	0.00	0	0.00	
31-MAR-2024	MONTH-END BALANCE					0	0.00	19,987.22	0.00	19,987.22	0.00	0	0.00	
11-MAR-2024	BILL-Elec - Residential	05-FEB-24 to 11-MAR-24	Regular	A124063293	KWH	6816	1,229.93	0.00	1,229.93	0.00	0.00	0	0.00	
11-MAR-2024	REGULAR BILL:	05-FEB-24 to 11-MAR-24				0	1,229.93	19,987.22	0.00	19,987.22	1,229.93	0	0.00	02-APR-24
29-FEB-2024	MONTH-END BALANCE					0	0.00	18,757.29	0.00	18,757.29	0.00	0	0.00	
05-FEB-2024	BILL-Elec - Residential	05-JAN-24 to 05-FEB-24	Regular	A124063293	KWH	6581	1,154.47	0.00	1,154.47	0.00	0.00	0	0.00	
05-FEB-2024	REGULAR BILL:	05-JAN-24 to 05-FEB-24				0	1,154.47	18,757.29	0.00	18,757.29	1,154.47	0	0.00	27-FEB-24
05-FEB-2024	PAYMENT					0	-500.00	0.00	-500.00	0.00	0.00	0	0.00	
31-JAN-2024	MONTH-END BALANCE					0	0.00	18,102.82	0.00	18,102.82	0.00	0	0.00	
05-JAN-2024	BILL-Elec - Residential	04-DEC-23 to 05-JAN-24	Regular	A124063293	KWH	5923	1,008.42	0.00	1,008.42	0.00	0.00	0	0.00	
05-JAN-2024	REGULAR BILL:	04-DEC-23 to 05-JAN-24				0	1,008.42	18,102.82	0.00	18,102.82	1,008.42	0	0.00	29-JAN-24

EXHIBIT 2

1	Account Number: [REDACTED]	Service Address:	Current Bill:	\$1,008.42	Account Balance: \$18,102.82			
2	Account Name: LINDA MEADE	[REDACTED] 29TH ST	Billed Prior:	\$17,094.40				
3	Account Status: ACTIVE	PHILADELPHIA, PA 19132	Balance Due:	\$18,102.82				
4	Meter Bill Group: 6							
5		Mail To:	Credit Amount:	\$0.00	Rates:			
6		LINDA MEADE	Deposit Requested:	\$0.00	ELECTRIC RESIDENTIAL SERVICE			
7		[REDACTED] 29TH ST	Deposit On-Hand:	\$0.00				
8		PHILADELPHIA, PA 19132	CAP Pre-program Arrears:	\$0.00				
9			Payment Agreement Balance:	\$0.00				

12 Account Transaction Activity

13	Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	CCF	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
14	08/07/2023	TRANSFER DEBIT									\$16,227.69							
15	08/08/2023	CONNECTION CHARGE - STANDARD									\$6.00							
16	08/17/2023		PAYMENT AGREEMENT								-\$16,233.69							
17	08/17/2023	TRANSFER DEBIT									-\$12,715.59							
18	09/01/2023	DEFERRED PAYMENT AGREEMENT									\$1,475.79							
19	09/01/2023	ELECTRIC SERVICE		08/04/2023-09/01/2023	308476	ACTUAL	124063293	1261	0		\$231.15	\$0.00	\$1,706.94	\$1,706.94	09/26/2023	\$16,464.84		\$0.00
20	10/02/2023	BILL OUT DPA									\$14,757.90							
21	10/03/2023	LATE PAYMENT CHARGE									\$194.20							
22	10/03/2023	ELECTRIC SERVICE		09/01/2023-10/03/2023	310186	ACTUAL	124063293	1710	0		\$310.30	\$16,659.04	\$310.30	\$16,969.34	10/25/2023	\$16,969.34		\$0.00
23	10/05/2023		PAYMENT								-\$250.00							
24	10/24/2023		PAYMENT								-\$200.00							
25	11/01/2023	ELECTRIC SERVICE		10/03/2023-11/01/2023	313181	ACTUAL	124063293	2995	0		\$535.54	\$16,519.34	\$535.54	\$17,054.88	11/27/2023	\$17,054.88	135	\$0.00
26	11/13/2023		PAYMENT								-\$300.00							
27	12/04/2023	ELECTRIC SERVICE		11/01/2023-12/04/2023	318321	ACTUAL	124063293	5140	0		\$875.06	\$16,754.88	\$875.06	\$17,629.94	12/27/2023	\$17,629.94	647	\$0.00
28	12/05/2023		PAYMENT								-\$535.54							
29	12/29/2023	End of Month Balance														\$17,094.40		
30	01/05/2024	ELECTRIC SERVICE		12/04/2023-01/05/2024	324244	ACTUAL	124063293	5923	0		\$1,008.42	\$17,094.40	\$1,008.42	\$18,102.82	01/29/2024	\$18,102.82	709	\$0.00
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	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	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
13	Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	CCF	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
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107																		
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EXHIBIT 3

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	Account Number: 1-2		Service Address:				Current Bill: \$242.34		Account Balance: \$22,061.48									
2	Account Name: LINDA MEADE		9TH ST				Billed Prior: \$21,819.14											
3	Account Status: ACTIVE		PHILADELPHIA, PA 19132				Balance Due: \$22,061.48											
4	Meter Bill Group: 6																	
5			Mail To:				Credit Amount: \$0.00		Rates:									
6			LINDA MEADE				Deposit Requested: \$0.00		ELECTRIC RESIDENTIAL SERVICE									
7			9TH ST				Deposit On-Hand: \$0.00											
8			PHILADELPHIA, PA 19132				CAP Pre-program Arrears: \$0.00											
9							Payment Agreement Balance: \$0.00											
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	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
14	08/07/2023	TRANSFER DEBIT									\$16,227.69							
15	08/08/2023	CONNECTION CHARGE - STANDARD									\$6.00							
16	08/17/2023		PAYMENT AGREEMENT								-\$16,233.69							
17	08/17/2023	TRANSFER DEBIT									-\$12,715.59							
18	09/01/2023	DEFERRED PAYMENT AGREEMENT									\$1,475.79							
19	09/01/2023	ELECTRIC SERVICE		08/04/2023-09/01/2023	308476	ACTUAL	124063293	1261	0		\$231.15	\$0.00	\$1,706.94	\$1,706.94	09/26/2023	\$16,464.84		\$0.00
20	10/02/2023	BILL OUT DPA									\$14,757.90							
21	10/03/2023	LATE PAYMENT CHARGE									\$194.20							
22	10/03/2023	ELECTRIC SERVICE		09/01/2023-10/03/2023	310186	ACTUAL	124063293	1710	0		\$310.30	\$16,659.04	\$310.30	\$16,969.34	10/25/2023	\$16,969.34		\$0.00
23	10/05/2023		PAYMENT								-\$250.00							
24	10/24/2023		PAYMENT								-\$200.00							
25	11/01/2023	ELECTRIC SERVICE		10/03/2023-11/01/2023	313181	ACTUAL	124063293	2995	0		\$535.54	\$16,519.34	\$535.54	\$17,054.88	11/27/2023	\$17,054.88	135	\$0.00
26	11/13/2023		PAYMENT								-\$300.00							
27	12/04/2023	ELECTRIC SERVICE		11/01/2023-12/04/2023	318321	ACTUAL	124063293	5140	0		\$875.06	\$16,754.88	\$875.06	\$17,629.94	12/27/2023	\$17,629.94	647	\$0.00
28	12/05/2023		PAYMENT								-\$535.54							
29	12/29/2023	End of Month Balance																\$17,094.40
30	01/05/2024	ELECTRIC SERVICE		12/04/2023-01/05/2024	324244	ACTUAL	124063293	5923	0		\$1,008.42	\$17,094.40	\$1,008.42	\$18,102.82	01/29/2024	\$18,102.82	709	\$0.00
31	2/5/2024		PAYMENT								-\$500.00							
32	2/5/2024	ELECTRIC SERVICE		01/05/2024-02/05/2024	330825	ACTUAL	124063293	6591	0		\$1,154.47	\$17,602.82	\$1,154.47	\$18,757.29	2/27/2024	\$18,757.29		\$0.00
33	3/11/2024	ELECTRIC SERVICE		02/05/2024-03/11/2024	337641	ACTUAL	124063293	6816	0		\$1,229.93	\$18,757.29	\$1,229.93	\$19,987.22	4/2/2024	\$19,987.22		\$0.00
34	4/2/2024		PAYMENT								-\$500.00							
35	4/15/2024	ELECTRIC SERVICE		03/11/2024-04/15/2024	341924	ACTUAL	124063293	4283	0		\$777.83	\$19,487.22	\$777.83	\$20,265.05	5/7/2024	\$20,265.05		\$0.00
36	5/13/2024	ELECTRIC SERVICE		04/15/2024-05/08/2024	344871	ACTUAL	124063293	2947	0		\$538.54	\$20,265.05	\$538.54	\$20,803.59	6/4/2024	\$20,823.59		\$0.00
37	6/13/2024	LATE PAYMENT CHARGE									\$263.60							
38	6/13/2024	ELECTRIC SERVICE		05/08/2024-06/07/2024	347450	ESTIMATE	124063293	2579	0		\$468.81	\$21,067.19	\$468.81	\$21,536.00	7/5/2024	\$21,536.00		\$0.00
39	7/12/2024	LATE PAYMENT CHARGE									\$142.87							
40	7/12/2024	ELECTRIC SERVICE		06/07/2024-07/09/2024	349224	ESTIMATE	124063293	1774	0		\$326.43	\$21,678.87	\$326.43	\$22,005.30	8/5/2024	\$22,005.30		\$0.00
41	7/29/2024	METER OUT					124063293											
42	7/29/2024	METER IN					574055801											
43	8/5/2024		PAYMENT								-\$300.00							
44	8/5/2024		PAYMENT AGREEMENT								-\$22,005.30							
45	8/14/2024	ELECTRIC SERVICE		07/09/2024-08/09/2024	634	ACTUAL	574055801	1534	0		\$283.70	\$311.30	\$283.70	\$595.00	9/5/2024	\$21,705.30		\$0.00
46	8/30/2024		PAYMENT								-\$300.00							
47	9/6/2024	SPECIAL PYMT AGMT									\$611.30							
48	9/6/2024	ELECTRIC SERVICE		08/09/2024-09/06/2024	2125	ACTUAL	574055801	1491	149		\$275.57	\$295.00	\$275.57	\$1,181.87	9/30/2024	\$21,689.00		\$0.00
49	10/4/2024		PAYMENT AGREEMENT								-\$300.00							
50	10/7/2024	DEFAULT AGMT									21,819.14							
51	10/7/2024	ELECTRIC SERVICE		09/06/2024-10/07/2024	3426	ACTUAL	574055801	1301			\$242.34	\$21,819.14	\$242.34	\$22,061.48	10/29/2024	\$22,061.48		0

	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	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
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	Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	CCF	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
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EXHIBIT 4

COLLECTION HISTORY

NAME: Linda Meade

ACCOUNT: ██████████

ADDRESS: ████████ 29th St
Philadelphia, PA 19132

DOCKET : # C-2024-3051892

04/03/2023 - ten day termination notice issued for the past due balance of \$27,548.26, with termination scheduled for on or soon after 04/17/2023.

04/10/23	COLLECTIONS FIELD NOTICE ISSUED	
04/03/23	Correspondence - Collections	
Comments: •		
TEN DAY NOTICE RESIDENTIAL Service may be terminated on or after: 04/17/2023 Termination Amount: \$27,548.26 which is subject to change		

05/05/2023 - 72 hour notice was successfully delivered to the customer's property.

05/18/2023 - after proper notification, and unsuccessful attempt at contact with the customer at the time of service termination, the customer's electric services were terminated for the past due balance of \$28,962.77. A post termination notice was left at the property.

Select Collection Exception Activity for Account [REDACTED]

ception Edit Actions Help

Date Created	Collection Exception Type	Effective Date	Expiration Date
10/17/23	Medical Condition	10/17/23	10/27/23
10/03/23	Utility Report I PECO Refused Terms	10/03/23	10/13/23
05/30/23	Other	05/30/23	06/29/23
05/09/23	Other	05/09/23	05/14/23
04/20/23	Utility Report I Verification Required	04/20/23	04/30/23
11/01/22	Other	11/01/22	12/01/22
10/07/22	Other	10/07/22	11/06/22
09/07/22	Other	09/07/22	10/07/22
08/10/22	Other	08/10/22	09/09/22
07/22/22	Other	07/22/22	08/21/22
05/12/22	Utility Report I Verification Required	05/12/22	05/22/22
04/14/22	Utility Report I PECO Refused Terms	04/14/22	04/24/22
11/08/21	Utility Report I PECO Refused Terms	11/08/21	11/18/21
10/12/21	CAP Income Received	10/12/21	10/27/21
08/06/21	Other	08/06/21	09/05/21
08/06/21	Utility Report I Customer Refused Terms	08/06/21	08/16/21
04/28/21	Other	04/28/21	05/28/21
11/11/19	Other	11/11/19	11/21/19
10/18/19	Other	10/18/19	11/17/19
10/11/19	Medical Condition	10/11/19	11/10/19

CUSTOMER CONTACT INFO

Meade, Lind [REDACTED] 29th St, Philadelphia, (EU) Credit & Collections/(PECO) Letter - Disconnect Invoice - Residential, Contacted 09-16-2024

CUSTOMER CONTACT ID [REDACTED]

	CHARACTERISTIC TYPE	CHARACTERISTIC VALUE
+	* <input type="text" value="CMDISCAR"/> <input type="text" value="Disconnect Notice Amount"/>	<input type="text" value="22289.00"/>
+	* <input type="text" value="CMLTRNBR"/> <input type="text" value="Letter Number"/>	<input type="text" value="0112"/> <input type="text" value="TEN DAY NOTICE RESIDENTIAL - PECO"/>
+	* <input type="text" value="CMNEWBIL"/> <input type="text" value="(PECO) New Billing Amount"/>	<input type="text" value="886.87"/>

09-23-2024 02:47AM

(EU) Credit & Collections

DL_72HR1_PCO (PECO) Dialer - 72 Hour Notice 1

Phone Number Called: 7575035215 ,Call Result: UNSUCCESSFUL ,Date of Call: 2024-09-23 ,Time of Call: : ,Service Class: RES ,Record Type: 72-Hour Customer Call 1 ,Amount Due at Time of call: \$22289.00 ,Service Amount Due: \$22289.00 ,Total Balance: \$22289.00

Linked to Collection Process 1608349020,Event 015 ((PECO) 72-1 Hour Notice - Dial)

10-28-2024 03:09AM

(EU) Credit & Collections

DL_72HR1_PCO (PECO) Dialer - 72 Hour Notice 1

Phone Number Called: 7575035215 ,Call Result: UNSUCCESSFUL ,Date of Call: 2024-10-28 ,Time of Call: : ,Service Class: RES ,Record Type: 72-Hour Customer Call 1 ,Amount Due at Time of call: \$21664.57 ,Service Amount Due: \$21664.57 ,Total Balance: \$21664.57

Linked to Collection Process 1604060590,Event 025 ((PECO) 72-1 Hour Notice - Dial)

(PECO) Dialer - 72 Hour Notice 1 (DL_72HR_PCO) was printed on 10-28-2024 03:13AM.

Display Letter

PECO EXHIBIT #

EXHIBIT 5

CUSTOMER ASSISTANCE PROGRAM HISTORY

NAME: Linda Meade

ACCOUNT: [REDACTED]


ADDRESS: [REDACTED] N 29th St
Philadelphia, PA 19132

DOCKET: # C-2024-3051892

04/19/2007 Linda Meade established service at 2557 N 29th St.
12/21/2007 Enrolled on CAP program.
CAP removed 2/11/09.

10/18/19 Re-enrolled CAP FCO based on monthly income \$1,512.00 for one adult
145% FPL.
Next re-certification due 10/18/21.

Removed 10/13/21, due to over income guidelines.

Account [REDACTED] for LINDA MEADE PECO —
 Maintain Financial Statement History for Account [REDACTED] —
Statement Edit Help

	Date Taken	Total Monthly Income	FPL	Income Level	Cap Rate Eligible	Date Verified	
	05/12/22	1,200.00	105.00	1	Y	11	
	02/07/22	1,707.00	158.00	2	Y	11	
	10/13/21	1,707.00	158.00	2	N	10/13/21	
	08/06/21	1,552.00	144.00	1	Y	11	

Date Taken	Total Monthly Income	FPL	Income Level	Cap Rate Eligible	Date Verified
02/01/24	2,099.70	172.00	2	N	02/01/24
10/17/23	4,700.00	226.00	2	N	//
10/03/23	4,700.00	226.00	2	N	//
08/01/23	3,200.00	194.00	2	N	//
05/19/23	1,600.00	131.00	1	Y	//

Current CAP arrears of \$0.00

EXHIBIT 6

Botak, Amy:(PECO)

From: RA-PCESERVE@pa.gov
Sent: Friday, April 2, 2021 10:41 AM
To: Scott, Khadijah:(PECO)
Cc: Botak, Amy:(PECO)
Subject: [EXTERNAL] PA PUC eServe Notice

Importance: High

EXTERNAL MAIL. Do not click links or open attachments from unknown senders or unexpected Email.

Dear Khadijah Scott,

A(n) **Initial Decision** has been served in this proceeding. This document is docketed as **C-2020-3015372**. You may view this document at

[C-2020-3015372 Linda Meade v PECO Energy Company ID.pdf](#)

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

Thank You,
Public Utility Commission
Commonwealth of Pennsylvania

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

PUC has recently updated E-Service delivery E-Mail address to RA-PCESERVE@pa.gov. Please update your Address book and/or E-Mail rules accordingly.





COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 NORTH STREET, HARRISBURG, PA 17120

IN REPLY PLEASE
REFER TO OUR FILE

April 2, 2021

C-2020-3015372

Linda Meade
v.
PECO Energy Company

TO ALL PARTIES:

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

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

In accordance with the requirements of the Commission's Emergency Order at Docket Number M-2020-3019262 under the pandemic emergency, and since the Commission has no access to mail delivery, Exceptions must be efiled with the Secretary of the Commission by opening an efile account through the Commission's website and accepting eservice at <http://www.puc.state.pa.us/efiling/default.aspx>. If your filing contains confidential material, you may email your exceptions to rchietta@pa.gov.

In addition to filing with the Secretary of the Commission, a courtesy copy of your Exceptions must be emailed to the Commission's Office of Special Assistants (OSA) at ra-OSA@pa.gov. Your filing should not be larger than 10mb.

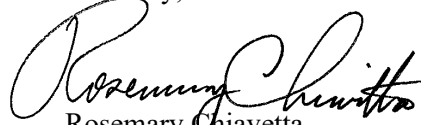
Replies to Exceptions, if any, must be efiled with the Secretary of the Commission and **served** on each party of record and the Commission's Office of Special Assistants in the manner described above. **They are due within ten (10) days of the date when Exceptions are due.**

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

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

If no Exceptions are received, the decision of the Administrative Law Judge could become final without further Commission action. You will receive written notification if this occurs. However, even if no exceptions are received, the Commission may review and change the decision pursuant to Section 332(h) of the Public Utility Code, 66 Pa. C.S. § 332(h) and 52 Pa. Code Section 5.536.

Sincerely,



Rosemary Chiavetta
Secretary

Decision attached

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Linda Meade	:	
	:	
v.	:	C-2020-3015372
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision denies Linda Meade’s formal Complaint against PECO Energy Company upon finding that Ms. Meade failed to carry her burden of proving that she is having a reliability, safety, or quality problem with her utility service; that there is a foreign load on her service line; or that her bills from PECO are abnormally high. Ms. Meade also failed to carry her burden of proving that she is eligible for a second Commission-issued payment arrangement.

HISTORY OF THE PROCEEDING

On January 6, 2020, Linda Meade (Ms. Meade or Complainant) filed a formal Complaint (Complaint) against PECO Energy Company (PECO, Respondent, or the Company) alleging that: 1) she is unable to pay her electricity bills to PECO; 2) there are incorrect charges on her bills from PECO; 3) she is having a reliability, safety, or quality problem with her utility service; and 4) she suspects that her electricity bill is impacted by foreign load on her service

line. As relief, Ms. Meade requests that the Commission order PECO to investigate and resolve the foreign wiring issue with her service line and establish a payment arrangement on her behalf

On January 27, 2020, PECO filed an Answer denying the material allegations of the Complaint.

A Hearing Notice dated January 31, 2020, notified the parties that an initial in-person hearing was scheduled for Thursday, March 12, 2020, at 10:00 a.m.

A Prehearing Order was issued on March 4, 2020, reminding the parties of the date and time of the scheduled hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

On March 6, 2020, counsel for PECO filed a Motion for Continuance of the scheduled hearing because the Respondent was unable to conduct a field visit prior to the hearing. Specifically, PECO averred that Ms. Meade was unable to take time off from work before March 12, 2020, to provide PECO access to her property to investigate her allegations of overcharging and potential foreign wiring. The Motion indicated that Ms. Meade was informed of the request for a continuance and had consented to it.

By Order dated March 9, 2020, PECO's request for a continuance of the scheduled hearing was granted for good cause shown.

By Hearing Cancellation/Reschedule Notice dated March 9, 2020, the initial hearing was rescheduled for Thursday, May 12, 2020, at 10:00 a.m.

By Initial Type Change/Rescheduled Hearing Notice dated May 13, 2020, the initial hearing in this matter was changed from an in-person to a call-in telephonic hearing to take place on Tuesday, July 21, 2020, at 10:00 a.m.

A second Prehearing Order was issued on June 25, 2020, reminding the parties of the date and time of the scheduled hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

On July 8, 2020, counsel for PECO filed a second Motion for Continuance of the scheduled hearing because the Respondent was unable to conduct an in-person field visit at the Complainant's residence, due to COVID-19 restrictions. In its Motion, PECO requested a 60-day continuance of the scheduled hearing and indicated that Ms. Meade was informed of the request for a continuance and did not object to it.

By Order dated July 13, 2020, PECO's request for a 60-day continuance of the scheduled hearing was granted for good cause shown.

By Hearing Cancellation/Reschedule Notice dated July 13, 2020, the initial hearing was rescheduled for Tuesday, October 6, 2020, at 10:00 a.m.

A third Prehearing Order was issued on September 8, 2020, reminding the parties of the date and time of the scheduled hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

The hearing convened as scheduled on October 6, 2020. Ms. Meade appeared *pro se* and testified on behalf of the Complainant. Khadijah Scott, Esq., represented the Respondent, and presented the testimony of Thomas Lerro – who is a senior field foreman for PECO; and Michael Begley – who is a senior regulatory assessor with PECO in charge of reviewing and investigating formal complaints filed with the Commission. The Respondent sponsored eight exhibits, all of which were admitted into the record in this matter.

During the hearing, Ms. Meade disputed the number of payments made toward her account with PECO as reflected in PECO Exhibit 1. I allowed Ms. Meade to submit documents reflecting payments as a late-filed exhibit by November 6, 2020.

By e-mail dated November 10, 2020, Ms. Meade submitted several documents which will be collectively marked as late-filed Complainant Exhibit 1. In her November 10, 2020 e-mail, Ms. Meade indicated that she needed additional time to sort through her documents

By e-mail dated November 12, 2020, I granted Ms. Meade's request for additional time. Ms. Meade was given until December 15, 2020, to submit additional late-filed exhibits. On the same date, I sent a copy of Ms. Meade's communication and late-filed Complainant Exhibit 1 to counsel for PECO.

PECO did not object to the admission of late-filed Complainant Exhibit 1 into the record. This exhibit is admitted into the record in the Ordering Paragraphs below.

Ms. Meade did not submit additional late-filed exhibits. The record in this matter closed on December 15, 2020, once Ms. Meade's deadline for submitting additional late-filed exhibits expired.

FINDINGS OF FACT

1. The Complainant is Linda Meade, who owns and resides at 2557 North 29th Street, Philadelphia, PA 19132 (Service Address). Tr. 56.
2. The Respondent is PECO Energy Company.
3. The Service Address is a three-bedroom row house built in the mid 1930's. Tr. 54-55.
4. Ms. Meade established electric service with PECO for the Service Address on April 19, 2007. Tr. 94-95.
5. The Service Address receives electricity through underground cables. Tr. 63, PECO Exhibit 8.

6. All the appliances at the Service Address are electric. Tr. 20.
7. Ms. Meade had a gas house heater until around 2013 or 2014. Tr. 46-49.
8. Since 2013-2014, Ms. Meade relies on electric and kerosene space heater to heat the Service Address. Tr. 46-49.
9. The next-door property at 2555 North 29th Street was Ms. Meade's family's residence for many years. Tr. 43.
10. Ms. Meade resided at the 2555 North 29th Street address until she was 19 years old. Tr. 43.
11. Ms. Meade's mother resided at 2555 North 29th Street until around 201 when new residents moved into the 2555 North 29th Street address. Tr. 15, 43.
12. On May 6, 2013, Ms. Meade filed an informal complaint with the Commission Bureau of Consumer Services (BCS) at BCS Case No. 003093626, claiming that for approximately eight months, she had been experiencing power outages and her bills were extremely high. Tr. 38, 100, PECO Exhibit 4.
13. At BCS Case No. 003093626, Ms. Meade averred that she noticed that since her neighbors moved in approximately a year ago, her bills and service have been outrageous. Tr. 100-101, PECO Exhibit 4.
14. In response to Ms. Meade's filing of the informal complaint at BCS Case No. 003093626, PECO conducted a high bill field investigation at the Service Address. Tr. 105 PECO Exhibit 7.

15. During the high bill field investigation, the meter number was verified, and an additional meter reading was obtained, which verified the accuracy of the billed meter readings. Tr. 105, PECO Exhibit 7.

16. During the high bill field investigation, the appliance load was dropped, and an idle disc was secured, which verified that no evidence of foreign wiring, grounds, shorts, or dissipation existed at the time of the investigation. Tr. 105, PECO Exhibit 7.

17. During the high bill field investigation, a passing load test was completed which verified meter accuracy. Tr. 105, PECO Exhibit 7.

18. During the high bill field investigation, an appliance analysis was completed which justified the usage billed. Tr. 105, PECO Exhibit 7.

19. Following the high bill field investigation, PECO found Ms. Meade's bills to be correct as rendered. Tr. 105, PECO Exhibit 7.

20. On August 7, 2013, BCS dismissed the BCS Case No. 003093626, noting that the customer claimed that, for the past couple of months, her service had functioned properly at her home. Tr. 101, PECO Exhibit 4.

21. On March 5, 2014, a partial outage was reported at the Service Address. Tr. 66-67, PECO Exhibit 7.

22. The Company found an underground fault on the line serving the Service Address. Tr. 66-67, PECO Exhibit 7.

23. On March 14, 2014, the underground fault was corrected, all underground taps were replaced, and the load was restored. Tr. 78, PECO Exhibit 7.

24. The underground fault had no impact on Ms. Meade's bill. Tr. 67, PECO Exhibit 7.

25. On August 15, 2014, Complainant filed an informal complaint at BCS Case No. 003275541 alleging that in May of 2014, PECO dug up the street and found that there was faulty wiring, and that half of her service was going to another residence. Tr. 101-102, PECO Exhibit 4.

26. In her informal complaint at BCS Case No. 003275541, Complainant stated that she never received any documents from PECO detailing their findings and wanted PECO to own up to their mistakes and adjust her bills. Tr. 101-102, PECO Exhibit 4.

27. In response to Ms. Meade's informal complaint at BCS Case No. 003275541, on September 11, 2014, PECO tested the meter serving the serving the Service Address and found it to be accurate. Tr. 64-65; PECO Exhibits 6 and 7.

28. On March 6, 2015, BCS issued a written decision at BCS Case No. 003275541, summarizing the events of March 5, 2014, the results of the September 11, 2014 meter test, and dismissing Ms. Meade's claims as unfounded and finding that her electricity bill were correct as rendered. PECO Exhibits 4 and 7.

29. After 2015, Ms. Meade filed two informal complaints with BCS (BCS Case No. 003463908 filed August 1, 2016, and BCS Case No. 003738940 filed on October 4, 2019) on issues unrelated to quality or reliability of service. PECO Exhibit 4.

30. On March 10, 2016, Ms. Meade's outstanding balance with PECO in the amount of \$24,006.48 was discharged in a Chapter 7 bankruptcy filing, Case No. 16-12309. Tr 92, PECO Exhibit 1.

31. On July 18, 2018, Ms. Meade contacted PECO reporting that a Comcast technician was doing work at her house and told her that the next-door neighbor at 2555 North 29th Street was wired into her property. Tr. 60-61; PECO Exhibit 8.

32. On July 18, 2018, Ms. Meade requested a visit and investigation by PECO on a possible meter mix-up or foreign load problem. Tr. 60-61; PECO Exhibit 8.

33. On July 20, 2018, a PECO technician, Eric Riley, visited the Service Address on a foreign wiring or possible theft of service order. Tr. 79, PECO Exhibit 8.

34. Mr. Riley verified that Ms. Meade was being billed on the right meter. Tr. 62-63, PECO Exhibit 8.

35. At the Service Address, Mr. Riley performed an appliance analysis whereby he determined that all of Ms. Meade's appliances were electrical. Tr. 62, PECO Exhibit 8.

36. Mr. Riley idled the meter by turning off all electrical appliances at the property to make sure that there was no additional foreign wiring at the property. Tr. 62-63, PECO Exhibit 8.

37. Foreign load is extremely rare when neighbors do not share any common spaces. Tr. 84-85.

38. During the July 20, 2018 visit, Mr. Riley reported hearing water running behind the wall in the first-floor bathroom. Tr. 63, PECO Exhibit 8.

39. Mr. Riley explained to Ms. Meade that if the water that was running was hot, it could impact her electricity bill. Tr. 63, PECO Exhibit 8.

40. Mr. Riley advised Ms. Meade to contact a plumber to check the source of the running water. Tr. 63, PECO Exhibit 8.

41. After the 2016 bankruptcy discharge, Ms. Meade continued to make few and incomplete payments towards her account with PECO. Tr. 91-92, PECO Exhibit 1.

42. Ms. Meade made only two payments in 2018, five payments in 2019, and only two payments in 2020. Tr. 91-92, PECO Exhibit 1.

43. Ms. Meade's electricity usage is seasonal, increasing in the colder months and decreasing in the warmer months. PECO Exhibit 1.

44. Ms. Meade's electricity usage in the colder months of 2016 is comparable with her usage in the colder months of the following years. PECO Exhibit 1.

45. Ms. Meade's electricity usage in the warmer months of 2016 is comparable with her usage in the warmer months of the following years. PECO Exhibit 1.

46. On October 17, 2019, BCS issued a payment arrangement on behalf of Ms. Meade at BCS Case No. 003738940.

47. BCS determined that Ms. Meade was a Level 1 income customer with a reported gross income of \$2,812.00 per month for a household of one. PECO Exhibits 3 and 4

48. Ms. Meade receives \$1,620.00 per month in Social Security benefits.
Tr. 117-18.

49. Ms. Meade receives \$300.00 per week from her part-time employment.
Tr. 117-18

50. Ms. Meade is the sole resident at the Service Address. Tr. 16, 119.

51. Ms. Meade is currently enrolled in PECO's Customer Assistance Program (CAP). PECO Exhibit 2.

52. As of the day of the hearing, Ms. Meade's outstanding balance with PECO was \$14,529.47. Tr. 91, PECO Exhibit 1.

53. Of Ms. Meade's outstanding balance of \$14,529.47, \$3,619.22 consist of CAP arrears.

54. Between March 2016 and October 2020, Ms. Meade received three Company-issued payment arrangements, and three medical certificates. Tr. 124-26, PECO Exhibit 3.

DISCUSSION

Legal standard

In her formal Complaint against PECO, Ms. Meade alleged that: 1) she is unable to pay her electricity bills to PECO; 2) there are incorrect charges on her bills from PECO; 3) she is having a reliability, safety, or quality problem with her utility service; and 4) she suspects that her electricity bill is impacted by foreign load on her service line. As relief, Ms. Meade requests that the Commission order PECO to investigate and resolve the foreign wiring issue with her service line and establish a payment arrangement on her behalf.

As the proponent of a rule or order, Ms. Meade 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, she 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 adequate to support a conclusion. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. *Norfolk & W. R.R. Co. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980).

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*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa.Cmwlth. 2001).

In *Waldron v. Phila. Elec. Co.*, (*Waldron*), 54 Pa. PUC 98 (1980), the Commission adopted the Michigan Public Service Commission's (PSC's) policy announced in *Hallifax v. O & A Electric Co-Op*, Case No. U-5825 (May 1979), which stated that, while the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. The Michigan PSC stated that it will also consider the following factors: the billing history of the complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. *Waldron* at 100.

While a comparison of the disputed monthly bill to the Complainant's billing history and the consistency of her usage pattern are important criteria to consider, they alone do

not resolve the issue of the Complainant's disputed high bill. *Waldron* does not limit the establishment of a prima facie case to the above two elements alone. Rather, the Commission may consider the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding. See *Bennett v. Peoples Nat. Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010); *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Order entered November 15, 2011).

Thus, a complainant in a high bill case has the opportunity to present any other relevant evidence which, if sufficient to establish a prima facie case, can be used to sustain the burden of proof. There is no specific requirement as to what particular facts the complainant must offer. This will likely vary from case to case. In *Waldron*, for example, the complainant did not provide a comparison of prior billing but asserted that the apartment was uninhabited during the billing period in question and that the only operating appliances were a clock and a refrigerator; that two air conditioners were disconnected; and that, even if the latter had been connected, the complainant could not possibly have used the energy reflected in the billing. The Commission remanded the complaint in *Waldron* reasoning that, had the record been properly developed, those facts may have established a prima facie high bill case, and then the Company would have had to introduce evidence to overcome the prima facie case. *Waldron* at 101. Therefore, to establish a prima facie case under *Waldron*, a complainant must show the disputed bill was abnormally high when compared to prior usage patterns and that his or her pattern of usage has not changed or must provide other relevant evidence showing that the disputed bill is unreasonably high.

As set forth in *Waldron*, evidence proffered by a utility relating to the accuracy of a meter test alone, in response to a high bill complaint, is not conclusive evidence and would not, by itself, require a finding against a complainant and in favor of a company. *Id.* In other words, evidence of a meter test showing that the meter worked within the acceptable degree of accuracy can be overcome with circumstantial evidence that otherwise indicates that a bill was too high.

Foreign wiring, reliability of service and high billing disputes

At the hearing, Ms. Meade testified that she owns and resides at the property at 2557 North 29th Street, Philadelphia, PA 19132. Tr. 56. She explained that the next-door property at 2555 North 29th Street was her family's residence for many years. She testified that she resided at the 2555 North 29th Street until she was 19 years old, and that her mother continued to reside there until around 2013 when new residents moved into the 2555 N. 29th Street address. Tr. 15. Ms. Meade testified that once her new neighbors moved in next-door, her electricity bills increased. Tr. 35. While her electricity bills were previously around \$125 per month, after her new neighbor moved in, her bills increased to around \$450 per month although there had been no other changes in her household. *Id.*

Ms. Meade suspects that her neighbors have managed to access her service line and that her meter is registering both her usage and theirs. Tr. 16. To support her claim, she testified that she has heard loud noises coming from the neighbors' basement directly behind her electric box, where she knows that the next-door neighbors' electric box is also located. Tr. 15-16, 28. Ms. Meade testified that the neighbors control her electricity with a switch inside their residence, and that on one occasion her electricity went off after she heard her neighbors turn a switch inside their residence. Tr. 14-15. She also stated that on one occasion, at PECO's advice she turned off her main breaker and could hear her neighbor's contractor complain that he could not continue working because there was no power. Tr. 19.

In addition, Ms. Meade testified that her lights flickered or would not turn on, and her stove did not work properly. Tr. 16, 18, 22. She stated that when she moved to the Service Address, she had a certified technician rewire the house and that problems with her electric appliances and lights started when the neighbors moved in next door. Tr. 18.

Ms. Meade described the Service Address as a three-bedroom row house. Tr. 54-55. She explained that the Service Address was built in the mid 1930's, but that, in 2009, she had contractors install new insulation and walls. Tr. 55-56. Ms. Meade added that in the winter

she double insulates her windows with plastic. Tr. 57. She explained that she is the sole resident at the Service Address although, at one point, her mother lived with her. Tr. 16, 119.

Ms. Meade stated that all her appliances are electric. Tr. 20. She had a gas house heater until around 2013 or 2014. Tr. 46-49. Since then, she relies on electric and kerosene space heaters to heat her residence, although she was advised by her doctor that the use of the kerosene heater is not beneficial to her lung condition. Tr. 46-49.

In response to Ms. Meade's testimony, PECO witnesses testified as follows.

Ms. Meade established electric service with PECO for the Service Address on April 19, 2007. Tr. 94-95. The Service Address receives electricity through underground cables Tr. 63, PECO Exhibit 8. On May 6, 2013, Ms. Meade filed an informal complaint with BCS at BCS Case No. 003093626. Tr. 38, 100, PECO Exhibit 4. In the informal complaint, Ms. Meade claimed that for approximately eight months, she had been experiencing power outages and her bills were extremely high. She averred that since her neighbors moved in approximately a year prior, her bills and service have been outrageous. Ms. Meade also alleged that there was a lot of equipment used next door, which caused interruptions with her service. Tr. 100-101, PECO Exhibit 4.

In response to Ms. Meade's filing of the informal complaint at BCS Case No. 003093626, PECO conducted a high bill field investigation at the Service Address. PECO Exhibit 7. The meter number was verified, and an additional meter reading was obtained, which verified the accuracy of the billed meter readings. An appliance analysis was completed which justified the usage billed. The appliance load was dropped, and an idle disc was secured, which verified that no evidence of foreign wiring, grounds, shorts, or dissipation at the time of the investigation. A passing load test was completed which verified meter accuracy. The bills were found to be correct as rendered. PECO Exhibit 7.

On August 7, 2013, BCS dismissed Ms. Meade's informal complaint at BCS Case No. 003093626, noting that the customer claimed that for the past couple months, her service had functioned properly at her home. Tr. 101. PECO Exhibit 4.

On March 5, 2014, a partial outage was reported at the Service Address. The Company found an underground fault on the line serving the Service Address. Tr. 66-67, PECO Exhibit 7. In his testimony, Mr. Lerro explained that "In a ground fault like that, one of the hotwires was broken or interrupted. So, what would happen is the customer was only receiving half the power at the property." Tr. 66-67. Mr. Lerro opined that this may have been the cause of the partial service (flickering lights, appliances that did not turn on) that Ms. Meade reported to PECO and in her prior informal complaint at BCS Case No. 30093626. *Id.* However, the underground fault had no impact on Ms. Meade's bill. Tr. 67, PECO Exhibit 7. On March 14, 2014, the underground fault was corrected, all underground taps were replaced, and the load was restored. Tr. 78, PECO Exhibit 7.

On August 15, 2014, Complainant filed an informal complaint at BCS Case No. 003275541 alleging that, in May of 2014, PECO dug up the street and found that there was faulty wiring, and that half of her service was going to another residence. Complainant stated that she never received any documents from PECO detailing their findings and wants PECO to own up to their mistakes and adjust her bills. PECO Exhibit 4.

In response to Ms. Meade's informal complaint at BCS Case No. 003275541, on September 11, 2014, PECO tested the meter serving the Service Address and found it to be accurate. Tr. 64-65; PECO Exhibits 6 and 7.

On March 6, 2015, BCS issued a written decision at BCS Case No. 003275541, summarizing the events of March 5, 2014, the results of the September 11, 2014 meter test, and dismissing Ms. Meade's claims as unfounded as well as finding that her electricity bills were correct as rendered. PECO Exhibits 4 and 7.

On March 10, 2016, Ms. Meade's outstanding balance with PECO in the amount of \$24,006.48 was discharged in a Chapter 7 bankruptcy filing, Case No. 16-12309. Tr. 92, PECO Exhibit 1.

On July 18, 2018, Ms. Meade contacted PECO reporting that a Comcast technician was doing work at her house and told her that the next-door neighbor at 2555 N. 29th Street was wired into her property. She requested a visit and investigation by PECO on a possible meter mix-up or foreign load problem. Tr. 60-61; PECO Exhibit 8.

On July 20, 2018, a PECO technician, Eric Riley, visited the Service Address on a foreign wiring or possible theft of service order. Tr. 79. While at the Service Address, Mr. Riley performed an appliance analysis whereby he determined that all of Ms. Meade's appliances were electrical. Tr. 62, PECO Exhibit 8. He also checked to see whether the last billing was in line. He checked and dropped the load of the meter. Mr. Riley idled the meter by turning off all electrical appliances at the property to make sure that there was no additional foreign wiring at the property. None was detected at the property. Lastly, Mr. Riley verified that Ms. Meade was being billed on the right meter. Tr. 62. No meter mix-up was found. Tr. 62-63, see also Tr. 85-86.

During the July 20, 2018 visit, Mr. Riley reported hearing water running behind the wall in the first-floor bathroom. Mr. Riley explained to Ms. Meade that if the water that was running was hot, it could impact her electricity bill. He advised Ms. Meade to contact a plumber to check the source of the running water. Tr. 63, PECO Exhibit 8.

PECO witness Mr. Lerro testified that foreign load is extremely rare when neighbors do not share any common spaces. He addressed the two scenarios that Ms. Meade alluded during her testimony. Tr. 84-85. First, he addressed Ms. Meade's claim that her neighbors dug up the PECO's underground cable and tried to tap into it causing the March 2018 underground fault. While allowing for this possibility, Mr. Lerro explained that the tap would have occurred before Ms. Meade's meter and would not have impacted her electricity bill. In this scenario, the neighbors "would be stealing from PECO, not [Ms. Meade]." Tr. 84. The

second scenario described by Ms. Meade was that of the next-door neighbor drilling a hole into the shared basement wall, somehow getting into Ms. Meade's electrical box, and connecting wires to the next-door property. Given that Ms. Meade and her next-door neighbor have separate basements, and that homes built in the 1930s have stone foundations, Mr. Lerro deemed this scenario virtually impossible. He explained that drilling through the shared basement wall would involve more than simply drilling through the back of the wooden mounting board on the wall of the basement. The electrical gray box itself would have a hole drilled through it, and if that were the case, the PECO technicians who inspected the Service Address in 2014 and 2018 would have detected it. "Without access to Ms. Meade's basement and her being able to see it, [foreign load is] actually almost impossible." Tr. 84-85.

Mr. Begley testified with regard to Ms. Meade's account history with PECO. He explained that after the 2016 bankruptcy discharge, Ms. Meade continued to make few and incomplete payments towards her account with PECO. He pointed out that she made only two payments in 2018, five payments in 2019, and only two payments in 2020. Tr. 91-92, PECO Exhibit 1. As of the day of the hearing, Ms. Meade's outstanding balance with PECO was \$14,529.47. Tr. 91, PECO Exhibit 1.

Upon careful review of the record, I find that Ms. Meade has failed to carry her burden of proving by a preponderance of the evidence that she has a reliability of service issue. Her testimony on flickering lights or malfunctioning appliances is devoid of dates, whereas the testimony and records submitted by PECO reveal only one partial outage reported by the Complainant on March 5, 2014. This was the faulty underground cable, which the Company repaired on March 14, 2014, and which Mr. Lerro admitted might have caused her electrical appliances to malfunction at the time. This was also at the heart of Ms. Meade's informal complaint filed on August 15, 2014, with BCS at BCS Case No. 003275541 and dismissed by BCS on March 6, 2015. Although Ms. Meade filed two informal complaints with BCS after 2015 (BCS Case No. 003463908 filed August 1, 2016, and BCS Case No. 003738940 filed on October 4, 2019), she did not allege any quality or reliability of service issues in any of them.

Pursuant to Section 3314 of the Public Utility Code (the Code), 66 Pa.C.S

§ 3314,

No action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefor arose, except as otherwise provided in this part.

(Emphasis added). 66 Pa.C.S. § 3314(a). This provision provides a general limitation period of three years for any action under the Code, except as otherwise provided. See, *Duquesne Light Co. v. Pa. Pub. Util. Comm'n*, 611 A.2d 370 (Pa.Cmwlt. 1992) (*Duquesne*). As Ms. Meade filed the present formal Complaint on January 6, 2020, I find that her claim of unreliable service on the part of PECO is barred by the statute of limitations as it relates to events caused by the faulty underground cable in March of 2014. I also find that Ms. Meade's claims relating to reliability or quality service within the statute of limitations period (January 6, 2017 – January 6 2020) were vague and unsupported by substantial evidence. As explained *supra*, “substantial evidence” 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. R.R. Co. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980).

Similarly, I find that Ms. Meade has failed to carry her burden of proving by a preponderance of the evidence that foreign load exists on her service line, which has impacted her electricity bills. PECO successfully rebutted her testimony regarding the existence of foreign load by showing that field visits at the Service Address in 2014 and in 2018 did not find any evidence of foreign load. Additionally, Ms. Lerro testified credibly that, since Ms. Meade's service is underground, and she and her next-door neighbor do not share a common basement, “Without access to Ms. Meade's basement and her being able to see it, [foreign load on her service line is] actually almost impossible.” Tr. 84-85. Ms. Meade failed to submit additional evidence to rebut the evidence presented by the Respondent. Mere bald assertion, personal opinions or perceptions do not constitute evidence to bolster a claim. *Pa. Bureau of Correction v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987). Consequently, the Complainant failed to carry her burden of proof.

Turning now to Ms. Meade's claim of abnormally high bills, she claims that her electricity bills were around \$125 per month before her new neighbors moved in next door. After that, her bills increased to around \$450 per month. Tr. 35. By her own admission, her new neighbors moved in in 2013. Tr. 15. Also, around 2013 Ms. Meade lost her gas service from Philadelphia Gas Works and began using electric space heaters to heat her residence.

Although Ms. Meade's usage history prior to 2013 was not submitted into the record for comparison purposes, Ms. Meade's account history from January 2016 to September 2020, reveals that her electricity usage is seasonal. PECO Exhibit 1. Every year, her electricity usage increases in the colder months and decreases in the warmer months. PECO Exhibit 1. In addition, her usage in the colder months of 2016 is comparable with her usage in the colder months of the following years. The same can be said for her usage in the summer months. *Id.* PECO witnesses testified credibly that foreign load was not detected at the Service Address either in 2014 or 2018, that there was no meter mix-up, and that her meter performed accurately. Ms. Meade testified that all her appliances are electric and that she uses electric space heaters to heat her residence in the colder months. PECO suspects that Ms. Meade's bill is impacted by hot water leaking or running uncontrolled behind Ms. Meade's first-floor bathroom. Importantly, Ms. Meade did not refute this finding, but stated that she turned the hot water valve off in her bathroom after PECO suggested that she hire a plumber to look at the problem. Tr. 129-30.

In view of the above, I find that Ms. Meade has failed to carry her burden of proving by a preponderance of the evidence that her bills from PECO are abnormally high.

Payment arrangement

In her Complaint, Ms. Meade requested a payment arrangement. At the hearing, she testified that she receives \$1,620.00 per month from Social Security and \$300.00 per week from her part-time employment. Tr. 117-18. Ms. Meade testified that she is the sole member of her household. Tr. 119.

Mr. Begley testified that Ms. Meade has a poor payment history, which has resulted in a large outstanding balance with PECO. *See supra*. He testified that Ms. Meade is currently enrolled in PECO's CAP. PECO Exhibit 2. Of her outstanding balance of \$14,529.47 \$3,619.22 consist of CAP arrears. From July 2016 to October 2020, Ms. Meade has received and defaulted on three Company-issued payment arrangements and one issued by the Commission. PECO Exhibit 3.

The Responsible Utility Customer Protection Act, 66 Pa. C.S. § 1401, *et seq.* (the Act or Chapter 14), applies to complaints alleging inability to pay and requests for Commission-issued payment arrangements. This law provides strict guidelines that the Commission must follow in handling customer complaints.

a) Customer Assistance Program Balance

The Commission has no authority to establish a payment arrangement on amounts subject to customer assistance program (CAP) rates. Section 1403 of the Public Utility Code defines a CAP program as follows:

A plan or program sponsored by a public utility for the purpose of providing universal service and energy conservation, as defined by Section 2202 (relating to definitions) or Section 2803 (relating to definitions), in which customers make monthly payments based on household income and household size and under which customers must comply with certain responsibilities and restrictions in order to remain eligible for the program.

66 Pa.C.S. § 1403 (Definition of "Customer assistance program").

The provision at 66 Pa.C.S. § 1405(c) states as follows:

(c) Customer assistance programs. – Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission

66 Pa.C.S. § 1405(c).

PECO's CAP program meets the requirements of 66 Pa.C.S. § 1403, and therefore, the Commission lacks the authority to establish a payment arrangement on that portion of Ms. Meade's outstanding balance which consists of CAP arrears. The amount of \$3,619.22 must be timely paid, pursuant to 66 Pa.C.S. § 1405(c).

The Complaint is denied as to the Complainant's request for a payment arrangement on the \$3,619.22 portion of her balance that is subject to Customer Assistance Program rates. See *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 (Order entered September 12, 2013).

b) Non-Customer Assistance Program Balance

The issuance of a payment arrangement for the non-CAP portion of the arrearage is a matter within the Commission's discretion. *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 at 11 (Order entered September 12, 2013). It is Commission policy to exercise its discretion when customers have demonstrated some evidence of a good-faith effort in paying utility bills or when customers have experienced a change of circumstances outside of their control. *Crawford v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 at 15-16 (Order entered December 6, 2007). Furthermore, the Commission is permitted to establish only one payment arrangement between a customer and a utility and may issue a second or subsequent payment arrangement only under a specific set of circumstances.

According to 66 Pa.C.S. § 1405(d),

(d) Number of payment arrangements. — Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer.

66 Pa.C.S. § 1405(d).

A “change in income” is defined as, “A decrease in household income of 20% or more if the customer’s household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer’s household income level is 200% or less of the Federal poverty level.” 66 Pa.C.S. § 1403.

As mentioned above, Ms. Meade has already received and defaulted on one Commission-issued payment arrangement. On October 17, 2019, BCS issued a payment arrangement on behalf of Ms. Meade at BCS Case No. 003738940. BCS determined that Ms. Meade was a Level 1 income customer with a reported gross income of \$2,812.00 per month for a household of one. PECO Exhibits 3 and 4. At the hearing, Ms. Meade reported a gross income of \$2,920.00 per month.¹ Because Ms. Meade has not experienced a decrease in income, but rather has experienced an increase in income, she has not experienced a “change in income” as defined in 66 Pa.C.S. § 1403. Consequently, Ms. Meade is not eligible for a second Commission-issued payment arrangement.

More importantly, Ms. Meade’s payment history with PECO, as described *supra*, displays a lack of good-faith effort on the part of the Complainant to pay her utility bills. In *Crawford v. National Fuel Gas Distribution Corporation*, Docket Number C-20066348 (Final Order entered December 6, 2007), the Commission vacated a payment arrangement issued to Mr Crawford by the BCS, in part because the record demonstrated a lack of good faith effort on the part of Mr. Crawford to pay his utility bills. The evidence in the present case more than warrants a similar result. Not only did Ms. Meade have an outstanding balance with PECO of \$24,006.48 discharged in bankruptcy, but due to her poor payment history and extensive use of medical certificates, Company disputes and informal complaints filed with the Commission’s BCS, she has accumulated an additional \$14,529.47 balance with PECO between March 2016 and October 2020. *See* Tr. 124-26, PECO Exhibit 1.

¹ \$1,620.00 per month in Social Security benefits, plus \$1,300.00 per month from part-time employment (\$300.00 per week x 52 weeks per year ÷ 12 months per year = \$1,300.00 per month) equals \$2,920.00 per month

In view of the above, I find that Ms. Meade has failed to carry her burden of proving any of her claims against PECO or that she is eligible for a Commission-issued payment arrangement. Ms. Meade's Complaint will be dismissed in its entirety with prejudice.

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 & W. R.R. Co. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980).

5. In order to establish a prima facie case in a high billing dispute, a complainant must show the disputed bill was abnormally high when compared to prior usage patterns and that his or her pattern of usage has not changed or must provide other relevant evidence showing that the disputed bill is unreasonably high. *Waldron v. Phila. Elec. Co.*, 54 Pa P.U.C. 98 (1980).

6. Evidence proffered by a utility relating to the accuracy of a meter test alone, in response to a high bill complaint, is not conclusive evidence and would not, by itself,

require a finding against a complainant and in favor of a company. See *Bennett v. Peoples Nat Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010); *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Order entered November 15, 2011).

7. No action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefor arose, except as otherwise provided in this part. 66 Pa.C.S. § 3314(a).

8. “Mere bald assertions ... do not constitute evidence.” *Mid-Atlantic Power Supply Assoc. of Pa. v. Pa. Pub. Util. Comm’n*, 746 A.2d 1196, 1200 (Pa.Cmwlth. 2000)(citing *Pa. Bureau of Corrections v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987)); see also, *Steffy’s Pattern Shop v. Frontier Communications of Pa., Inc.*, Docket No. R-00994808 (Opinion and Order entered March 3, 2000).

9. The Complainant failed to carry her burden of proving that the Respondent provided her with unreasonable, inadequate, or unsafe service, that there is foreign load on her service line or that her electricity bills are abnormally high.

10. The Responsible Utility Customer Protection Act, 66 Pa.C.S. § 1401, *et seq.*, applies to this proceeding.

11. The Commission has no authority to establish a payment arrangement on amounts subject to customer assistance program rates. 66 Pa.C.S. § 1405(c).

12. A customer assistance program is defined as a plan or program sponsored by a public utility for the purpose of providing universal service and energy conservation in which customers make monthly payments based on household income and household size and under which customers must comply with certain responsibilities and restrictions in order to remain eligible for the program. 66 Pa.C.S. § 1403.

13. The issuance of a payment arrangement for the non-CAP portion of the arrearage is a matter within the Commission's discretion. *Hewitt v. PECO Energy Co.*, Docket No. F-2011-2273271 at 11 (Order entered September 12, 2013).

14. It is Commission policy to exercise its discretion when customers have demonstrated some evidence of a good-faith effort in paying utility bills or when customers have experienced a change of circumstances outside of their control. *Crawford v. Nat'l Fuel Gas Distrib. Corp.*, Docket No. C-20066348 at 15-16 (Order entered December 6, 2007).

15. Absent a change in income, the Commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. 66 Pa.C.S. § 1405(d).

16. A “change in income” is defined as, “A decrease in household income of 20% or more if the customer’s household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer’s household income level is 200% or less of the Federal poverty level.” 66 Pa.C.S. § 1403.

17. The Complainant failed to carry her burden of proving that she is eligible for a second Commission-issued payment arrangement.

ORDER

THEREFORE,

IT IS ORDERED:

1. That Complainant late-filed Exhibit 1 is admitted into the record in this matter

2. That the formal Complaint filed by Linda Meade against PECO Energy Company at Docket No. C-2020-3015372 is denied.

2. That the Secretary mark this docket closed.

Date: April 1, 2021

/s/
Eranda Vero
Administrative Law Judge

EXHIBIT 7

Botak, Amy:(PECO)

From: RA-PCESERVE@pa.gov
Sent: Friday, June 28, 2024 1:24 PM
To: Scott, Khadijah:(PECO)
Cc: Botak, Amy:(PECO)
Subject: [EXTERNAL]PA PUC eServe Notice

Importance: High

EXTERNAL MAIL. Do not click links or open attachments from unknown senders or unexpected Email.

Dear Khadijah Scott,

A(n) **Final Order (Act 294)** has been served in this proceeding. This document is docketed as **C-2023-3041672**. You may view this document at

[C-2023-3041672 Linda Meade v PECO Energy Company Final Order.docx](#)

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

Thank You,
Public Utility Commission
Commonwealth of Pennsylvania

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

PUC has recently updated E-Service delivery E-Mail address to RA-PCESERVE@pa.gov. Please update your Address book and/or E-Mail rules accordingly.



**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**
v.

ECO Energy Company

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:
:
:

C-2023-3041672

FINAL ORDER

In accordance with the provisions of Section 332(h) of the Public Utility Code, 66 Pa. C.S. §332(h), the decision of Administrative Law Judge Arlene Ashton dated May 28, 2024, has become effective without further Commission action;

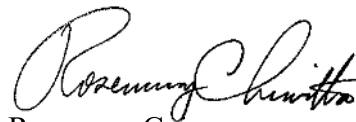
E,

IT IS ORDERED

1. That the Motion of PECO Energy Company to dismiss the complaint by Linda Meade with prejudice is granted.
2. That the Formal Complaint of Linda Meade at Linda Meade v. PECO Energy Company, docket no. C-2023-3041672 is dismissed with prejudice.

closed.

N,


Rosemary Clave
Secretary

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Linda Meade	:	
	:	
v.	:	C-2023-3041672
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Arlene Ashton
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses the Formal Complaint of Linda Meade against PECO Energy Company due to the Complainant’s failure to appear for the hearing to prosecute the Complaint.

HISTORY OF THE PROCEEDING

On July 7, 2023, Linda Meade (Complainant or Ms. Meade) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PECO Energy Company (Respondent or PECO). In the Complaint, the Complainant alleges that PECO shut off her service, there are incorrect charges on her bill, and she is having a reliability, safety, or quality problem with her service. The Complainant requests that her electric service be restored, an audit be conducted on bills issued to her since 2013, and a payment arrangement be awarded to her.

On July 31, 2023, the Respondent filed an answer with new matter (Answer) to the Complaint denying all material allegations in the Complaint.¹ In the Answer, PECO confirmed that the Complainant's service was terminated on May 18, 2023, and indicated that the Complainant is no longer a PECO customer. In addition, PECO indicated that the Complainant's account was finalized on June 21, 2023, with a balance of \$21,334.69.

In new matter, PECO argued that the PUC has no jurisdiction to adjudicate the Complaint, and that the Complaint should be dismissed on the grounds of *res judicata* and failure to file the Complaint within the statutory limit for filing claims provided in the Public Utility Code (Code).² The Answer was accompanied by a notice to plead, requiring the Complainant to file a response within 20 days of service. The Complainant did not file a response to the new matter raised in the Answer.

Also on July 31, 2023, the Respondent filed preliminary objections on the grounds of: (a) lack of jurisdiction; and (b) legal insufficiency of the Complaint on the grounds of *res judicata* and failure to file the Complaint within the statutory limit for filing claims provided in the Code. The preliminary objections was accompanied by a notice to plead, requiring the Complainant to file a response within 20 days of service.³ The Complainant did not file a response to the preliminary objections.

On September 19, 2023, the Commission issued a Motion Judge Assignment Notice, assigning this matter to me.

On October 4, 2023, I issued an Interim Order granting in part and denying in part the Preliminary Objections raised by PECO. Pursuant to the Interim Order, certain issues and/or

¹ Commission records indicate that the Complaint was served on the Respondent on July 11, 2023.

² 66 Pa. Code §§ 101–3316.

³ Although the Notice to Plead indicated that a response was due in 20 days, Commission regulations specify that an answer to Preliminary Objections is due within 10 days of the date of service. 52 Pa. Code 5.101(b), (f).

allegations raised by Ms. Meade were stricken from the Complaint⁴ and an evidentiary hearing was ordered to be scheduled to address the remaining allegations of unreasonable service and incorrect and/or high billing for electric service.

On October 13, 2023, an Initial Call-In Telephone Hearing Notice was issued advising the parties that a call-in telephonic hearing was scheduled for November 16, 2023, at 10:00 a.m.

On November 3, 2023, Khadijah Scott, counsel for PECO, filed a Motion for Continuance of Hearing Date requesting a continuance of the hearing scheduled for November 16, 2023. On November 13, 2023, I issued an Interim Order granting Respondent's Motion For Continuance.

On November 14, 2023, a Cancellation/Reschedule Hearing Notice was issued advising the parties that the call-in telephonic hearing scheduled for November 16, 2023, at 10:00 a.m. had been cancelled and rescheduled for November 30, 2023, at 10:00 a.m.

On November 30, 2023, the hearing commenced as scheduled. Counsel for the Respondent and the Complainant appeared for the hearing. No testimony was taken; however, with me acting as settlement judge, the parties conducted off-the record settlement discussions. At the conclusion of their discussions, the parties indicated that they wished to continue the hearing to allow PECO to conduct a field inspection visit, to explore Ms. Meade's eligibility for PECO's Customer Assistance Program and to allow Ms. Meade to consider a settlement offer made by PECO during their discussions.

⁴ The claims and allegations stricken from the Complaint included the following: request for a Commission-issued payment arrangement, claims of unreasonable service for electric service provided to the Complainant arising on or before January 6, 2020, claims of incorrect and/or high billing for electric service provided to the Complainant arising on or before January 6, 2020, any claims arising prior to July 7, 2020, and any request for refund of a payment made prior to July 7, 2019.

On December 1, 2023, a Further Call-In Hearing Notice was issued advising the parties that a Further Call-In telephonic hearing was scheduled for February 5, 2024, at 10:00 a.m.

On December 8, 2023, a Prehearing Order was issued reminding the parties of the date and time of the further hearing, directing the parties to comply with various procedural requirements, and advising that the Complainant could lose the case for failure to participate in the hearing or present facts on the issues raised.

On February 5, 2024, the hearing commenced as scheduled. Counsel for the Respondent called in with two witnesses available to testify. The Complainant failed to call in to the hearing. The Complainant was given additional time to call and participate in the hearing but failed to do so.

No witnesses were presented, and no exhibits were introduced into the record. At the hearing, counsel for PECO moved that the Complaint be dismissed with prejudice for lack of prosecution pursuant to 52 Pa. Code § 5.245.

The record closed on February 27, 2024, upon the filing of the transcript with the Commission.

FINDINGS OF FACT

1. The Complainant is Linda Meade.
2. The Respondent is PECO Energy Company.
3. Respondent provided electricity service to Complainant.
4. On July 7, 2023, the Complainant filed a Complaint against PECO.

5. When filing the Complaint, Ms. Meade did not indicate that she wished to receive communication from the Commission via any of the methods listed on the Complaint form, i.e., eFiling, Email or First-Class Mail. Complaint ¶2.

6. The Complaint form filed by Ms. Mead included the following notice **“If you do not select one of the three options above, the Commission will serve all documents to you by First Class Mail at the address listed on page 1 of this form.”** Complaint ¶2 (emphasis in original).

7. On July 31, 2023, the Respondent filed a timely answer with new matter to the Complaint.

8. On July 31, 2023, the Respondent filed preliminary objections to the Complaint averring that the Complaint should be dismissed on the grounds of (a) lack of jurisdiction; and (b) legal insufficiency of the Complaint.

9. On September 19, 2023, a Motion Judge Assignment Notice was sent to the Complainant via U.S. First-Class Mail and eServed on PECO, advising the parties that the matter had been assigned to me.

10. On October 4, 2023, an Interim Order was issued granting in part and denying in part the Preliminary Objections filed by PECO; the Interim Order was sent to the Complainant via U.S. First-Class Mail and eServed on PECO.

11. On October 13, 2023, an Initial Call-In Telephonic Hearing Notice was sent to the Complainant via U.S. First-Class Mail and eServed on PECO scheduling an initial telephonic hearing on November 16, 2023, at 10:00 a.m.

12. On November 3, 2023, PECO filed a Motion for Continuance.

13. On November 13, 2023, an Interim Order granting PECO's Motion for Continuance was issued; the Interim Order was sent to the Complainant via U.S. First-Class Mail and eServed on PECO.

14. On November 14, 2023, a Cancellation/Reschedule Hearing Notice was issued informing the parties that the November 16, 2023, hearing had been rescheduled to November 30, 2023, at 10:00 a.m.; the Interim Order was sent to the Complainant via U.S. First-Class Mail and eServed on PECO.

15. The November 30, 2023 hearing was convened as scheduled and the parties participated in settlement judge discussions.

16. After the settlement discussions, the parties requested a continuance to: (a) allow PECO to conduct a field inspection and to contact the Complainant concerning her qualification for PECO's Customer Assistance Program; and (b) to allow the Complainant time to consider a settlement offer made by PECO. Tr. 10.

17. On December 1, 2023, a Further Telephonic Hearing Notice was sent to the Complainant via U.S. First-Class Mail and eServed on PECO scheduling a Further Hearing on February 5, 2024, at 10:00 a.m.

18. On December 8, 2023, a Prehearing Order was issued to the Complainant via U.S. First-Class Mail and eServed on PECO which, *inter alia*, reminded the parties of the date and time of the scheduled further hearing and the telephone number to call, and the passcode to enter to participate in the hearing.

19. The Hearing Notice, the Cancellation and Reschedule Hearing Notice, the Further Hearing Notice and the Prehearing Order provided certain hearing information and rules that would govern the proceeding including how to request a continuance and the consequences of failing to appear at the hearing and present evidence, including dismissal of the complaint.

20. The Hearing Notice, the Cancellation and Reschedule Hearing Notice, the Further Hearing Notice and the Prehearing Order sent to the Complainant were not returned to the Commission as undeliverable.

21. On February 5, 2024, Complainant failed to appear and participate in the scheduled hearing.

DISCUSSION

Administrative agencies such as the Commission are required to provide due process to the parties appearing before them. *Schneider v. Pa. Pub. Util. Comm'n*, 479 A.2d 10 (Pa. Cmwlth. 1984). The essential elements of due process in an administrative proceeding are notice and an opportunity to be heard. *J.P. v. Dep't of Human Servs.*, 150 A.3d 173 (Pa. Cmwlth. 2016).

The Hearing Notices issued for the November 16, 2023, November 30, 2023, and February 5, 2024, hearings, and the Prehearing Order were all served on the Complainant by U.S. First-Class Mail at the address that the Complainant provided in her Complaint. None of the Notices nor the Prehearing Order served on the Complainant were returned as undeliverable. Accordingly, I must presume that these documents, which were sent in the ordinary course of business, were received by the Complainant. *Berkowitz v. Mayflower Sec., Inc.*, 317 A.2d 584 (Pa. 1974); *Meierdierck v. Miller*, 147 A.2d 406 (Pa. 1959); *Samaras v. Hartwick*, 698 A.2d 71 (Pa. Super. 1997); *Judge v. Celina Mut. Ins. Co.*, 449 A.2d 658 (Pa. Super. 1982).

As the Commission noted in *Strydio v. PPL Electric Utilities Corp.*, "[o]nce notice of a hearing and the opportunity to be heard have been provided by the Commission, it is the responsibility of the parties to appear and participate in the hearing." *Strydio v. PPL Elec. Utils. Corp.*, Docket No. C-2017-263304, p. 6 (Opinion and Order entered July 18, 2018) (citing, *Mumma v. PPL Elec. Utils. Corp.*, Docket No. C-00014869 (Opinion and Order entered Jan. 24, 2002)); *Sentner v. Bell Tel. Co. of Pa.*, Docket No. F-00161106 (Opinion and Order entered

Oct. 25, 1993). Additionally, all Hearing Notices and the Prehearing Order advised the Complainant that the case could be dismissed if the Complainant did not call-in and participate in the hearing. The Complainant was notified of the scheduled telephonic hearing and did not appear.

In this case, the Complainant did not call-in for the scheduled hearing. Under the circumstances, it appears the Complainant had ample opportunity to appear and be heard in this proceeding, but voluntarily chose not to do so. Therefore, the due process rights of the Complainant have been fully protected. *Sentner v. Bell Tel. Co. of Pa.*, Docket No. F-00161106 (Opinion and Order entered Oct. 25, 1993). By failing to call in to the scheduled hearing, the Complainant has waived the opportunity to participate in the hearing. 52 Pa. Code § 5.245(a)(1); *Jefferson v. UGI Utils., Inc.*, Docket No. Z-00269892 (Opinion and Order entered Dec. 26, 1995).

In addition, Section 332(a) of the Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of any request for relief. The Complainant was advised in the Hearing Notices and the Prehearing Order that the Complainant could lose the case for failure to participate in the hearing or present facts on the issues raised. By failing to appear and proffer any evidence to support the Complaint, the Complainant has failed to meet this burden. Because the Complainant failed to appear, the Complainant is not permitted to reopen the disposition of this matter. 52 Pa. Code § 5.245(a)(2).

At the hearing, the Respondent moved that the Complaint be dismissed with prejudice based on the Complainant's filing of multiple complaints on the same facts, the amount of the Complainant's outstanding balance of over \$18,000 and the Complainant's failure to respond to outreach by counsel to discuss the settlement offer made by PECO. Tr. 18-19. In addition, counsel to PECO noted that she had contacted the Complainant on January 24, 2024, to discuss the hearing and PECO's pending settlement offer but received no response.

On Friday, March 29, 2024, approximately seven weeks after the date of the hearing, the Complainant contacted the Office of Administrative Law Judge (OALJ) via email to

request “a continuance of her case,” implying that she had been unaware of the February 5, 2024 hearing, had only recently learned of the hearing from PECO and had received a shut-off notice from PECO and that shut off was scheduled for the following Monday, April 1, 2024.⁵

In light of the content and tenor of the Complainant’s email, I responded via email directly to the parties the same day, indicating that no decision would be made on the request, which was construed as a request to re-open the record, until PECO has been given a reasonable opportunity to respond to the request. I also directed PECO counsel to provide PECO’s response to the Complainant’s request at her earliest opportunity.

On April 1, 2024, PECO Counsel responded to my email, with a copy to the Complainant. PECO objected to the granting of a continuance, averring that the Complainant had not provided good cause for her request. In support of its position, PECO asserted that: (a) during the initial hearing, PECO offered the Complainant a 24-month payment agreement with waiver of late payment charges in the amount of \$3,706.30; (b) the matter was continued to facilitate a high bill field visit by a PECO representative; and (c) a field visit took place on December 8, 2023. Additionally, on December 1, 2023, a representative of PECO’s CAP department contacted the Complainant to discuss PECO’s CAP and assist the Complainant with an application for the program. Further, PECO’s counsel indicated that she and her administrative assistant had endeavored to contact the Complainant via email on January 24, 2024, that the emails were not returned as undeliverable, and that the Complainant failed to respond to either email message from PECO.

In an Order issued April 1, 2024, I denied the Complainant’s request, stating, in part:

I recognize that Complainant is appearing *pro se* in this proceeding. Traditionally, the Commission has been hesitant to rule unfavorably against *pro se* litigants based on technical grounds and has stated that all litigants, particularly *pro se*

⁵ A party who fails to appear at the hearing has the burden of explaining why his/her failure to appear was unavoidable. 66 Pa.C.S. § 332(a); *Herr v. West Penn Power Co.*, Docket No. C-2021-3028202 (Opinion and Order entered Sept. 15, 2022).

litigants, should be afforded a meaningful opportunity to be heard. *See, e.g., Amir v. PECO Energy Co.*, C-2010-2190024 (Opinion and Order entered Jan. 13, 2011); *Destefano v. Peoples Natural Gas Co.*, 56 Pa.P.U.C. 489 (1982); and *Halpern v. Bell Tele. Co. of Pa.*, C-00923950 (Opinion and Order entered Oct. 19, 1992). Compliance with the terms of multiple hearing Notices and a Prehearing Order is, however, more than just a technical issue. Those directives are not a nullity, and compliance with clearly set forth procedural rules and directives is an essential part of affording due process of law to both parties. The orderly resolution of the many cases that come before the Commission depends on reasonable diligence by the parties to litigation. *Forti v. PPL Elec. Utils. Corp.*, C-202-3015285 (Opinion and Order entered Nov. 19, 2020).

In light of the above, I find it appropriate to dismiss the Complaint with prejudice. *Brown v. PECO Energy Co.*, Docket No. C-2019-3009486 (Opinion and Order entered Apr. 22, 2022); *Little v. Pittsburgh Water & Sewer Auth.*, Docket No. F-2021-3027107 (Opinion and Order entered Feb. 7, 2022); *Jefferson v. UGI Utils., Inc.*, Docket No. Z-00269892 (Opinion and Order entered Dec. 26, 1995); *El-Ayazra v. W. Penn Power Co.*, Docket No. F-2015-2509292 (Opinion and Order entered June 30, 2016); 52 Pa. Code § 5.245.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter in this proceeding. 66 Pa.C.S. § 701.
2. Documents served by U.S. First-Class Mail and not returned as undeliverable are presumed to have been received. *Berkowitz v. Mayflower Sec., Inc.*, 455 Pa. 531, 317 A.2d 584 (Pa. 1974); *Meierdierck v. Miller*, 147 A.2d 406 (Pa. 1959); *Samaras v. Hartwick*, 698 A.2d 71 (Pa. Super. 1997); *Judge v. Celina Mut. Ins. Co.*, 449 A.2d 658 (Pa. Super. 1982).
3. The Commission is required to provide due process to the parties appearing before them; this due process requirement is satisfied when the parties are provided

notice and the opportunity to be heard. *Schneider v. Pa. Pub. Util. Comm'n*, 479 A.2d 10 (Pa. Cmwlth. 1984).

4. After being notified, a party who fails to appear at a scheduled hearing shall be deemed to have waived the opportunity to participate in the hearing, not be permitted thereafter to reopen the disposition of the matter accomplished at the hearing, and not be permitted to recall excused witnesses. 66 Pa.C.S. § 332(f), 52 Pa. Code § 5.245(a).

5 The due process rights of the Complainant have been fully protected in this proceeding. *J.P. v. Dep't of Human Servs.*, 150 A.3d 173 (Pa. Cmwlth. 2016); *Sentner v. Bell Tel. Co. of Pa.*, Docket No. F-00161106 (Opinion and Order entered Oct. 25, 1993).

6 If there are no facts in the record that the party's failure to appear at a hearing was unavoidable, the complaint will be dismissed with prejudice. *Brown v. PECO Energy Co.*, Docket No. C-2019-3009486 (Opinion and Order entered Apr. 22, 2022); *Little v. Pittsburgh Water & Sewer Auth.*, Docket No. F-2021-3027107 (Opinion and Order entered Feb. 7, 2022); *Williams v. PECO Energy Co.*, Docket No. C-2018-3000734 (Opinion and Order entered Mar. 14, 2019); *Jefferson v. UGI Utils., Inc.*, Docket No. Z-00269892 (Opinion and Order entered Dec. 26, 1995).

7 As the party seeking affirmative relief from the Commission, the Complainant bears the burden of proof. 66 Pa.C.S. § 332(a).

8 The Complainant did not appear and participate in the hearing, did not present any evidence, and, therefore, has failed to meet the burden of proving that she is eligible for the relief sought from the Commission. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Motion of PECO Energy Company to dismiss the Formal Complaint filed by Linda Meade at Docket No. C-2023-3041672 with prejudice is granted.
2. That the Formal Complaint of Linda Meade at Linda Meade v. PECO Energy Company, Docket No. C-2023-3041672 is dismissed with prejudice.
3. That the Secretary's Bureau shall mark Docket No. C-2023-3041672 as closed.

Date: May 28, 2024

_____/s/
Arlene Ashton
Administrative Law Judge