

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Christine Alessandrini	:	
	:	
v.	:	F-2024-3048905
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision grants in part, and denies, in part, Christine Alessandrini’s Formal Complaint against PECO Energy Company. In particular, Ms. Alessandrini’s Complaint is denied with regard to her claims concerning incorrect billing and the second meter. However, PECO is ordered to contact Ms. Alessandrini and make a reasonable attempt to amortize her bills in accordance with the provisions of 52 Pa. Code § 56.14.

HISTORY OF THE PROCEEDING

On April 8, 2024, Christine Alessandrini (Complainant or Ms. Alessandrini) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PECO Energy Company (PECO, Company, or Respondent) averring that there are incorrect charges on her bills from PECO and that she is having a reliability,

safety, or quality problem with her electric service. In particular, Ms. Alessandrini avers that her electricity bills from PECO are “ridiculous”, given that she is enrolled in PECO’s Customer Assistance Program (CAP) and there are two separate meters reflected in her account with PECO. As relief, Ms. Alessandrini seeks an investigation into the second meter and her outstanding balance with PECO.¹

This Complaint is a timely appeal of the informal decision issued by the Commission’s Bureau of Consumer Services at BCS Case No. 3961781. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On May 24, 2024, PECO filed an Answer denying all material allegations of fact and conclusions of law in the Complaint.

By Interim Order dated June 5, 2024, Chief Administrative Law Judge, Charles E. Rainey, Jr. set the matter for resolution conference. The parties were unable to reach a resolution on the matter.

An Initial Call-in Telephonic Hearing Notice dated February 19, 2025, notified the parties that an initial call-in telephone hearing was scheduled on April 10, 2025, at 10:00 a.m.

On March 13, 2025, I issued a Prehearing Order. The Prehearing Order directed the parties to comply with various procedural requirements, reminded them of the time and date of the hearing and provided instructions for calling in to the hearing.

The hearing was convened as scheduled on April 10, 2025. Ms. Alessandrini appeared *pro se*, testified in support of her Complaint, and sponsored two

¹ The Formal Complaint was served on PECO on May 8, 2024.

exhibits which were admitted into the record. Ms. Alessandrini also presented the testimony of Helga Kwatkoski, who is the Complainant's mother. Khadijah Scott, Esq., appeared on behalf of the Respondent and presented the testimony of Michael Begley who is a Regulatory Assessor for PECO, and Aaron Saunders who is a High Bill Investigator with the Respondent. The Respondent sponsored five exhibits which were admitted into the record.

During the hearing, Ms. Alessandrini insisted that she has gas heat in her condominium apartment through her Homeowners Association (HOA). I instructed her to submit, as late-filed exhibit, copies of her gas bills for both warm and cold months to substantiate her claim. In addition, I instructed PECO's counsel to submit as late filed exhibits an updated copy of PECO Exhibit 3 and all of Ms. Alessandrini's electric bills for the year 2024. The deadline for the submission of the late-filed exhibits was set for April 21, 2025, and the parties had until April 30, 2025, to submit any written objections to the admission of the opposing party's late-filed exhibits.

On April 21, 2025, PECO submitted three late-filed exhibits.² Ms. Alessandrini did not object to the admission of these exhibits into the record. PECO's late-filed Exhibits 6-7 will be admitted into the record in accordance with the ordering paragraphs below.

For her part, Ms. Alessandrini communicated twice via email with the undersigned – once on April 11, 2025, and again on April 15, 2025. Both times she submitted copies of portions of her PECO bill for September 2024. Because neither submittal complied with my instructions at the hearing regarding the Complainant's late-filed exhibits, these documents will not be admitted into the record.

² PECO has marked these exhibits as PECO late-filed Exhibits 1-3. To avoid any confusion with the PECO Exhibits admitted at the hearing, I shall re-mark them for identification purposes as PECO late-filed Exhibits 6-8.

The record in this matter closed on May 16, 2025, when I received my copy of the transcript.

FINDINGS OF FACT

1. The Complainant is Christine Alessandrini, who resides at 41 Wexford Road, North Wales, PA 19454 (Service Address). Tr. 12
2. The Respondent is PECO Energy Company, a jurisdictional public utility.
3. Ms. Alessandrini moved to the Service Address in 2012. Tr. 14.
4. The Service Address is a one-bedroom condominium apartment of approximately 700 square feet. Tr. 12.
5. The Service Address is served by two separate PECO meters for which Ms. Alessandrini incurs separate customer charges and usage charges. Tr. 14.
6. On May 22, 2024, Aaron Saunders visited the Service Address to investigate Ms. Alessandrini's claim of abnormally high bills. Tr. 92; PECO Ex. 1.
7. During the May 22, 2024, field visit, Mr. Saunders located the second meter in a small closet in the Complainant's backyard and confirmed that it connected to her water heater. Tr. 104-105.

8. At the Service Address, Mr. Saunders checked the two PECO meters to ensure that the Complainant was connected to the correct meters and that the meters were functioning properly. Tr. 95.

9. Mr. Saunders did a drop load test by turning off all appliances to idle the meters. Tr. 95-96, 104-105; PECO Ex. 1.

10. Mr. Saunders found no foreign wiring connected to Ms. Alessandrini's meters. Tr. 95, PECO Ex. 1.

11. Mr. Saunders listed all the electrical appliances found at the Service Address to calculate Ms. Alessandrini's potential for electricity usage. Tr. 95; PECO Ex. 1.

12. Ms. Alessandrini has the potential to use an average of 942 kWh in the summer months and 2,532 kWh in the winter months. PECO Ex. 1.

13. During his May 22, 2025, visit to the Service Address, Mr. Saunders noticed that Ms. Alessandrini's residence is served by a heat pump located in the Complainant's utility closet on her back porch. Tr. 99-100, 130.

14. A heat pump can provide cold air in the summer and hot air in the winter. Tr. 129-30.

15. The heat pump uses more electricity in the winter than in the summer. Tr. 100-101; 129-30.

16. The Complainant has the potential to use the electricity she is charged for and explained to Ms. Alessandrini the impact of her old electric water heater and electric home heater (heat pump) on her electricity bills from PECO. PECO Ex. 1.

17. Upon finding that the Service Address was served by a heat pump, Mr. Saunders suggested that Ms. Alessandrini be switched to the electric residential heating rate and that she receive a courtesy credit for the difference between the electric residential and electric residential heating rates for the past three years. PECO Ex. 1.

18. On July 24, 2024, Ms. Alessandrini's account was issued a courtesy credit of \$622.69 in connection with her switch to the electric residential heating rate. PECO late-filed Ex. 6.

19. Ms. Alessandrini was originally enrolled in PECO's Customer Assistance Program (CAP) in June of 2012. Tr. 52.

20. The last time Ms. Alessandrini recertified for CAP was in January of 2024 when she reported no income. Tr. 52.

21. Based on her reported lack of income, Ms. Alessandrini was initially required to pay only the minimum amount of \$10.00 per month. Tr. 52-53.

22. Upon switching to the electric residential heating rate, the minimum amount that Ms. Alessandrini is required to pay under CAP increased to \$20.00 per month. Tr. 52; PECO late-filed Ex. 6.

23. Ms. Alessandrini's annual energy credits under CAP start on January 1st, and her maximum credit under the program is \$3,016.00. PECO late-filed Ex. 6.

24. As of the date of the hearing, Ms. Alessandrini has used \$761.63 of her energy credits: \$384.69 during the billing period 1/8/2025-2/7/2025; \$239.00 during the billing period 2/7/2025-3/11/2025; and \$137.94 during the billing period 3/11/2025-04/4/2025.

25. Ms. Alessandrini has \$2,254.37 in energy credits remaining for the year 2025. PECO late-filed Exs. 6, 7.

26. Ms. Alessandrini is not paying the minimum amount required under CAP. PECO late-filed Ex. 6.

27. Since February 2021, Ms. Alessandrini has made no personal payments towards her PECO bills. Tr. 51.

28. As of the date of the hearing in this matter, Ms. Alessandrini's outstanding balance with PECO was \$135.49. Tr. 51.

29. Ms. Alessandrini has received LIHEAP³ grant(s) which the Company had to return to the Commonwealth, wholly or in part, because Ms. Alessandrini had a credit to her account at the time. Tr. 51-52, 74-75; PECO late-filed Ex. 6.

30. During the period of August 2024 through November 2024, Ms. Alessandrini did not receive any bills from PECO. Tr. 80; PECO late-filed Ex. 6.

31. The bills were delayed due to a system issue on PECO's part. Tr. 80; PECO late-filed Ex. 6.

³ Low-Income Home Energy Assistance Program (LIHEAP).

32. The delay affected many PECO customers and Ms. Alessandrini was one of them. Tr. 80; PECO late-filed Ex. 6.

33. The bills resumed in December 2024, and PECO issued multiple bills back-to-back until it was caught up on March 11, 2025. Tr. 80; PECO late-filed Ex. 6.

DISCUSSION

Burden of Proof

As the party seeking affirmative relief from the Commission, a complainant has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail, and that the offense is a violation of the Public Utility Code (Code), the Commission's regulations, or order. 66 Pa.C.S. § 701; *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The burden of proof is comprised of two distinct burdens: (1) the burden of production; and (2) the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Moore v. Nat'l Fuel Gas Distrib.*, Docket. No. C-2014-2458555 (Final Order entered Aug. 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *Id.* The burden of production may shift between the parties during a hearing. A complainant may establish

a prima facie case with circumstantial evidence. *See, Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient evidence to establish legal sufficiency of the claim, also called a prima facie case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Moore*.

If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant, who must provide some additional evidence favorable to the complainant's claim. *See Milkie* at 1220; *see also, Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie* at 1220; *see also, Riedel v. Cnty. of Allegheny*, 633 A.2d 1325 (Pa. Cmwlth. 1993); *Burleson* at 1375. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See, Moore*. In determining whether a complainant has met the burden of persuasion, the fact-finder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)).

Additionally, any decision of the Commission must be supported by substantial evidence in the record; more is required than a mere trace of evidence or a

suspicion of the existence of a fact sought to be established. 2 Pa.C.S. § 704; *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

High Billing Dispute

In *Waldron v. Philadelphia Electric Co.*, (*Waldron*), 54 Pa.P.U.C. 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 his 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 (Opinion and Order entered Oct. 13, 2010); *Thomas v. PPL Elec. Utils. Corp.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 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.

At the hearing Ms. Alessandrini testified that she moved to the Service Address in 2012. Tr. 14. The Service Address is a one-bedroom condominium apartment of approximately 700 square feet. Tr. 12. Ms. Alessandrini explained that her residence is served by two separate PECO meters for which she is charged separate customer charges and usage charges. She testified that although she is enrolled in PECO's CAP and lives in a small apartment, her electricity bills from PECO are abnormally high.

Ms. Alessandrini's mother, Helga Kwatkoski, confirmed Complainant's statements that the Service Address is a small one-bedroom apartment with appliances that are unable to consume the electricity reported on PECO's bills. Tr. 44.

In response, PECO's witness Michael Begley testified that Ms. Alessandrini was originally enrolled in PECO's CAP in June of 2012. Tr. 52. Her last recertification for the program occurred in January of 2024 when she reported no income. Tr. 52. Based on her reported lack of income, Ms. Alessandrini was required to pay only the minimum amount of \$10.00 per month. Tr. 52-53. During a field visit at the Service Address in the summer of 2024, Ms. Alessandrini was found to have electric residential heat at the Service Address and her service rate was changed from electric residential to electric residential heating. Tr. 51. As an electric residential heating customer, the CAP minimum amount that Ms. Alessandrini is required to pay increased to \$20.00 per month. Tr. 52-53. Her annual energy credits under CAP start on January 1st, and her maximum credit under the program is \$3,016.00. PECO Ex. late-filed Ex. 6. As of the date of the hearing, Ms. Alessandrini has used \$761.63 of her energy credits, (\$384.69 during the billing period 1/8/2025-2/7/2025; \$239.00 during the billing period 2/7/2025-3/11/2025; and \$137.94 during the billing period 3/11/2025-04/4/2025) and has \$2,254.37 in energy credits remaining for the year 2025. PECO late-filed Exs. 6, 7.

Mr. Begley testified that Ms. Alessandrini is not paying the minimum amount required under CAP. He explained that since February 2021 she has made no personal payments towards her PECO bills. As of the date of the hearing in this matter, her outstanding balance with PECO was \$135.49. Tr. 51. However, she has received LIHEAP grant(s) which the Company had to return back to the Commonwealth, either wholly or in part, because Ms. Alessandrini had a credit to her account at the time. Tr. 51-52, 74-75; PECO late-filed Ex.6. In addition, Mr. Begley testified that on July 24, 2024, PECO issued a courtesy credit of \$622.69 upon finding that Ms. Alessandrini had electric heat at the Service Address. He explained that the credit represents three years'

worth of the difference between the electric residential rate actually billed and the electric residential heating rate Ms. Alessandrini would have been billed had PECO had the correct information about how she heated the Service Address. Tr. 68; PECO late-filed Ex. 6.

Finally, Mr. Begley explained that during the period August 2024 through November 2024, Ms. Alessandrini did not receive any bills. Tr. 80; PECO late-filed Ex. 6. According to him, “the bills were delayed...due to a system issue” on PECO’s part. Tr. 80; PECO late-filed Ex. 6. The delay affected “a lot of customers” and Ms. Alessandrini was one of them. Tr. 80; PECO late-filed Ex. 6. The bills resumed in December 2024, and PECO issued multiple bills back-to-back until it was caught up on March 11, 2025. Tr. 80; PECO late-filed Ex. 6.

Next, PECO’s counsel presented the testimony of Aaron Saunders who is the High-Bill Investigator that visited the Service Address on May 22, 2022, to investigate Ms. Alessandrini’s claim of abnormally high bills. Tr. 92; PECO Ex. 1. During his testimony Mr. Saunders confirmed that the Service Address is served by two separate PECO meters. The second meter is located in a small closet in the Complainant’s backyard and is connected to her water heater. Tr. 104-105. Mr. Saunders testified that once at the Service Address he checked the two PECO meters to ensure that the Complainant was connected to the correct meters and that the meters were functioning properly. Tr. 95. To verify the latter Mr. Saunders explained that he did a drop load test by turning off all appliances to idle the meters. Tr. 95-96, 104-105; PECO Ex. 1. He found no foreign wiring connected to Ms. Alessandrini’s meters. Tr. 95, PECO Ex. 1. Next, Mr. Saunders stated that he performed a walkthrough of the Service Address, listing all the electrical appliances found there in order to calculate Ms. Alessandrini’s potential for electricity usage. Tr. 95; PECO Ex. 1. According to his calculations, Ms. Alessandrini has the potential to use an average of 942 kWh in the summer months and 2,532 kWh in the winter months. PECO Ex. 1.

During his May 22, 2025, visit to the Service Address, Mr. Saunders noticed that Ms. Alessandrini's residence is served by a heat pump. Tr. 99-100. He testified that from the outside a heat pump looks like an "HVAC system" and is capable of providing cold air in the summer and hot air in the winter. Tr. 129-30. According to Mr. Saunders, the heat pump uses more electricity in the winter than in the summer. Tr. 100-101; 129-30. According to Mr. Saunders, the heat pump is located in the Complainant's utility closet on her back porch. Tr. 99-100, 130.

At the end of his field visit, Mr. Saunders concluded that the Complainant has the potential to use the electricity she is charged for and explained to Ms. Alessandrini the impact of her old electric water heater and electric home heater (heat pump) on her electricity bills from PECO. PECO Ex. 1. Upon finding that the Service Address was served by a heat pump, Mr. Saunders suggested that Ms. Alessandrini be switched to the electric residential heating rate and that she receive a courtesy credit for the difference between the electric residential and electric residential heating rates for the past three years. PECO Ex. 1. As mentioned in Mr. Begley's testimony, Ms. Alessandrini's account was credited on July 24, 2024, in the amount of \$622.69.

At the hearing, Ms. Alessandrini challenged PECO's conclusion that her residence is heated through the electric heat pump. Tr. 36; 81-82, 105. Instead, she insisted that the Service Address has gas heat through the HOA and she submitted two gas bills to substantiate her claims. Complainant Ex. 2. The first bill covers a 31-day period from November 30, 2024, to December 31, 2024, and shows 2 CCF of gas used, while the second bill covers a 28-day period from January 31, 2025, through February 28, 2025, and shows 26 CCF of gas used. Complainant Ex. 2. Because the two gas bills are both from colder months and show low levels of gas usage, I offered Ms. Alessandrini the opportunity to substantiate her claims by submitting additional gas bills. More specifically, I asked her to submit gas bills from both cold and warm months to highlight

the difference in gas usage for heating purposes. Tr. 118-19. As of the date of this decision, Ms. Alessandrini has not submitted the required documentation.

Although Ms. Alessandrini is enrolled in CAP and receives electric service at steep discounts, her concern with her high electricity consumption is understandable. The more electricity she consumes, the more energy credits she uses and the sooner her annual energy credits under CAP run out, leaving her to face the real risk of paying full price for electricity. She argues that her electricity charges are too high for a 700 square foot apartment. However, I find that PECO successfully rebutted her evidence by showing not only that the meters are accurate and there is no foreign load on them, but also that she has the potential to use the electricity she is charged for. In particular, PECO showed that Ms. Alessandrini has electric heat at her residence and that her electric heater and electric water heater are old and inefficient. In turn, Ms. Alessandrini was unable to rebut PECO's evidence with evidence of her own.

Upon careful review of the evidence in this case, I find that Ms. Alessandrini's impression of improper billing on the part of PECO was the compound effect of several factors that occurred at the same time. First, the May 22, 2024, field investigation resulted in PECO switching her to the electric residential heating rate, changing her minimum payment from \$10 per month to \$20 per month, and issuing her a \$622.69 curtesy credit on July 24, 2024, in connection with the switch. Second, because Ms. Alessandrini had a substantial credit in her account, on September 3, 2024, PECO returned \$421.09 in LIHEAP grants back to the Commonwealth. Next, PECO did not issue bills to Ms. Alessandrini between August and November 2024. When billing resumed in December 2024, PECO issued several back-to-back bills to the Complainant until the rebilling was fully caught up by March 11, 2025. The combination of these events occurring between July 2024 and March 2025 made for some confusing yet accurate bills. As stated above, PECO has successfully shown that Ms. Alessandrini's bills were accurate as rendered. Consequently, I find that the Complainant has failed to

carry her burden of proving that PECO has billed her incorrectly or that her bills are abnormally high. This portion of Ms. Alessandrini's Formal Complaint against PECO is denied.

I note that the four-month delay in bills (from August through November 2024) violated the provisions of 52 Pa. Code § 56.11(a), which require that every public utility "render a bill once every billing period to every residential customer in accordance with approved rate schedules." The four-month delay in bills, however, was not at the crux of Ms. Alessandrini's Complaint against the Company. Nor does it appear that the delay affected Ms. Alessandrini's payment history with PECO. Furthermore, PECO was able to render correct bills beginning in December 2024. In view of this, I do not find that a civil penalty against PECO is warranted at this time. 66 Pa.C.S. § 3301. Instead, pursuant to 52 Pa. Code § 56.14, Ms. Alessandrini is entitled to a period in which to amortize the excess amount accrued due to the delay.

Second Meter

Ms. Alessandrini disputed the charges related to the second meter serving the Service Address. Tr. 13. She believes that she is being improperly charged for a meter that is no longer in use and requested that it be removed by PECO at its expense because it is a PECO meter. Tr. 33, 15. Ms. Alessandrini confirmed that the second meter has been at the Service Address and reflected in her PECO bills since 2012. Tr. 14, 46-47.

In response, Mr. Saunders explained that the second meter is connected to Ms. Alessandrini's electric water heater and records its electricity usage. Mr. Begley testified that the second meter is a remnant from the '70s or '80s – a time when the Company was offering off-peak service. Tr. 62-63. He explained that the customer would have an electrician wire certain appliances, like the water heater or the clothes

dryer, separate from the main dwelling and connected to the second meter, which was programmed to only work at certain hours of the day when the Company offered electricity at lower off-peak rates. Tr. 62-63. Mr. Begley further explained that PECO terminated the off-peak service around the year 2000, thus turning the off-peak meter into a regular one. Tr. 63. Ms. Alessandrini is now charged the same rates for the usage reported by each of her meters. Tr. 63. The only difference is that Ms. Alessandrini's bill reflects two customer charges, one in connection with the services of the first meter in the amount of \$11.29 per month, and another in connection with the service of the second meter in the amount of \$2.14 per month. PECO Ex. 5; Complainant Ex. 1.

Mr. Begley further testified that, if Ms. Alessandrini does not want her second meter, she would have to hire an electrician to combine the entire load and connect it to the first meter. Tr. 60. Once the load is removed from the second meter, the Complainant can contact PECO to pick up the meter. Tr. 60. Following that, Ms. Alessandrini would be billed for the electricity usage recorded on one meter. *Id.* Mr. Begley likened PECO's responsibility towards the second meter to the situation when the Company is asked to install new meters in newly built properties. Tr. 87-88.

Ms. Alessandrini was not able to identify any statute, regulation, order, Company policy or tariff which assigns to PECO the responsibility to rewire the electric water heater to connect to the first meter before removing the second meter. I was not able to identify one either. In view of this, I find that Ms. Alessandrini has failed to carry her burden of proving that PECO violated a Commission statute, regulation or order, or the Company's tariff when it refused to remove her second meter.

Consequently, this portion of the Complaint will be denied.

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 burden of proof in this proceeding is on the Complainant. 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).
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. 2 Pa.C.S. § 704. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).
5. In establishing whether a "high bill" has been demonstrated, while the accuracy of the meter is an important factor in resolving billing disputes, the Commission will also consider 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 v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98, 100 (1980).
6. A public utility is required to render a bill once every billing period to every residential customer in accordance with approved rate schedules. 52 Pa. Code § 56.11(a).

7. When rebilling for previously unbilled services, the public utility shall explain the bill to the customer and make a reasonable attempt to amortize the bill. 52 Pa. Code § 56.14.

ORDER

THEREFORE,

IT IS ORDERED:

1. That PECO late-filed Exhibits 6-8 are admitted into the record.
2. That the Formal Complaint of Christine Alessandrini in *Christine Alessandrini v PECO Energy Company* at Docket No. F-2024-3048905 is granted, in part, and denied, in part.
3. That the Formal Complaint of Christine Alessandrini against PECO Energy Company at Docket No. F-2024-3048905 is denied with regard to her claims concerning incorrect billing and the second meter.
4. That within thirty (30) days of the Commission's Order in this case, PECO Energy Company shall contact Christine Alessandrini and make a reasonable attempt to amortize her bills in accordance with the provisions of 52 Pa. Code § 56.14.

