

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
HARRISBURG, PENNSYLVANIA 17120**

**Laura Maisch
v.
PECO Energy Company**

**Public Meeting May 19, 2011
2118649-OSA
Docket No. C-2009-2118649**

**JOINT MOTION OF
VICE CHAIRMAN JOHN F. COLEMAN, JR. AND
COMMISSIONER WAYNE E. GARDNER**

Before the Commission for disposition are Exceptions of the Complainant to the Initial Decision (ID) sustaining the Complaint, in part, and denying the Complaint, in part. The Complaint was sustained in that PECO Energy Company (PECO) was found not to have provided adequate notice on its bills of the full amount that Complainant owed upon her failing to comply with a payment agreement. The Complaint was denied in that the Presiding Officer did not find any incorrect charges on Complainant's bills.

For the reasons set forth in the ID, we agree Complainant did not meet her burden of proof that her bills from PECO were incorrect. Therefore, we agree with the decision to deny the portion of the Complaint seeking to reduce the amount that Complainant owes PECO.

Based on the record in this case, we also do not believe that the failure to provide, on the customer's bill, the full amount Complainant owed upon failing to comply with a payment agreement is unreasonable service. There was no finding here that PECO's bills issued to the customer violated the Commission's regulations on bill format or the Commission's "plain language" policy statement on billing. Rather, PECO's bill format seems to meet all of the requirements in the Commission's billing regulations.

Nevertheless, we believe that the bill format issue that has been raised in this proceeding warrants further review. In *Dickson v. National Fuel Gas Distribution Corp.*, Docket No. C-2009-2132947 (Opinion and Order entered December 9, 2010), the Commission addressed what were considered to be confusing customer bills by directing the utility to work with the Commission's Bureau of Consumer Services (BCS) to determine what changes can reasonably be made to the bill format to clarify customer obligations. Consistent with the process used in *Dickson*, we direct PECO to work with BCS to determine whether PECO's bill format can and should be changed to include the full amount that a customer owes upon failing to comply with a payment agreement. The

joint review process with BCS should be completed within 60 days of the entry of the Opinion and Order in this matter. Upon completion, PECO is to file a report at the above docket on the outcome of the joint review process.

Lastly, we find that PECO did not provide adequate customer service here. As the record shows, this matter involves a factually complex and confusing billing history.¹ The record evidence shows that Complainant was confused by her PECO billing and could not reconcile her actual billing with the amount that PECO claimed was due. In this situation, PECO should have provided a complete and thorough explanation of the billing specifics to the customer prior to the litigation process. No such explanation was provided, which could have addressed the customer's concerns and ultimately, could have led to a resolution of this matter without the filing of a formal complaint. PECO's failure in this regard was not reasonable service under Section 1501 of the Public Utility Code, and a \$1,000 fine for this failure is appropriate.

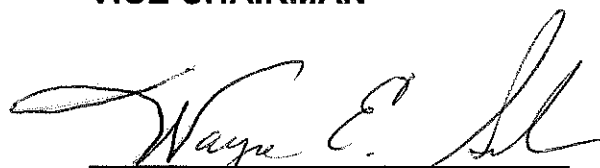
THEREFORE, WE MOVE:

1. That the Exceptions of Complainant be denied consistent with this Joint Motion.
2. That the Initial Decision be adopted as modified by this Joint Motion.
3. That the Office of Special Assistants prepare an Opinion and Order consistent with this Joint Motion.

DATE: May 19, 2011



JOHN F. COLEMAN, JR.
VICE CHAIRMAN



WAYNE E. GARDNER
COMMISSIONER

¹ For a summary of the billing history, see the ID at pages 7-10.