

**STATE OF ILLINOIS**

**ILLINOIS COMMERCE COMMISSION**

<b>Chataquaka Polk</b>	:	
<b>-vs-</b>	:	
<b>Commonwealth Edison Company</b>	:	<b>14-0633</b>
	:	
<b>Complaint as to billing/charges in</b>	:	
<b>Harvey, Illinois.</b>	:	

**ORDER**

By the Commission:

On October 20, 2014, Chataquaka Polk (“Complainant”) filed a verified Complaint against Commonwealth Edison Company (“ComEd” or “Respondent”) alleging incorrect billing at her residence in Harvey, Illinois.

Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, a prehearing conference was held before a duly authorized Administrative Law Judge (“ALJ”) of the Illinois Commerce Commission (“Commission”) on November 18, 2014 at the offices of the Commission in Chicago, Illinois. The evidentiary hearing was held on May 4, 2015. At the evidentiary hearing, Ms. Polk testified in support of her Complaint. Mr. Byron Geib, Senior Business Analyst for Customer Relations at ComEd, testified on behalf of Respondent. The ALJs issued a Proposed Order on July 1, 2015. Thereafter, ComEd and Ms. Polk filed Briefs on Exceptions (“BOEs”).

**I. Complainant’s Position**

Ms. Polk testified that her electric bills have been incorrect from April of 2014 until the present. On May 6, 2014, she received letters from Respondent stating that she needed to have her electric meter switched with the meter for an adjacent apartment unit. On May 21, 2014, her meter was replaced with a new meter. In August of 2014, Ms. Polk claims that another technician came to her residence intending to install a new meter but did not because the technician saw that she had recently received a new meter. Ms. Polk claims the technician said she would need a meter adjustment.

In September of 2014, Ms. Polk received her ComEd bill and called ComEd regarding her account. Ms. Polk stated that the ComEd representative she spoke with had different dates in the system for her meter switching and installation. The representative was supposed to call her back but did not. Tr. at 37. Ms. Polk testified that the meter adjustment took place in November of 2014. Prior to that, she received an automated call from ComEd stating that she had to pay her bill of \$1,949.45, dated November 12, 2014. Ms. Polk testified that she contacted the Commission and Commission Staff assisted her in receiving a meter adjustment. From November of 2014 to present, Ms. Polk testified that all her meter readings were actual, but she still believes

the bills were too high. Tr. at 40. Ms. Polk stated that in February and March of 2014, her bills were \$15.67 and \$13.75, respectively, but those were estimated bills. In March of 2014, Ms. Polk started a payment plan with ComEd. She testified that after her meter was adjusted, her bills became outrageous and in the amount of thousands of dollars.

## **II. Respondent's Position**

Mr. Geib testified that he reviewed Ms. Polk's account activity and bills, as well as the information and documentation in ComEd's billing system from May 10, 2013 through April 13, 2015. Tr. at 67. Mr. Geib testified that Ms. Polk's bill increased between March 2014 and April 2014 due to a mixed meter. Because Ms. Polk was being billed for someone else's usage, ComEd cancelled all of the bills for the 12 months prior, credited her account the total amount paid, and re-billed her for the correct meter usage. A mixed meter occurs when either a customer notifies ComEd or a meter reader identifies that the meter attached to a unit number is incorrect. The increase that Ms. Polk noticed is due to the incorrect meter attached to her bill, as well as months where there was zero electricity usage.

Mr. Geib testified that between April 2014 and October 2014, Ms. Polk made a payment on July 29, 2014 for \$50. Mr. Geib testified that if a customer requests a payment agreement, as Ms. Polk did, ComEd takes the total balance of the account and multiplies it based on the down payment requirements, finances the payment arrangements over a 12-month period, and the customer is then responsible for paying that monthly amount in addition to their monthly bills going forward. Tr. at 79. Mr. Geib testified that Ms. Polk started a payment plan on June 17, 2014, and her monthly payment arrangement was \$118.25. Mr. Geib also stated that when the monthly payment is not made, the monthly arrangement is cancelled and the total amount of the balance becomes due. Ms. Polk's bill increased after her monthly payment of \$118.25 was not made, and the entire past due amount became due, including her current energy usage for that month. As of October 20, 2014, according to Respondent, Ms. Polk owes \$3,277.67. Tr. at 89.

## **III. Commission Analysis and Conclusion**

The Commission has jurisdiction over both Complainant and Respondent. Complainant is a resident of Harvey, Illinois, and a customer of ComEd. Respondent is engaged in providing electric service in the State of Illinois and is a public utility under Section 3-105 of the Public Utilities Act. 220 ILCS 5/3-105.

According to Section 280.80 of the Commission's Administrative Rules, "All utilities shall make an actual meter reading at least every second billing period, and no utility may consecutively estimate a customer's service usage unless: 1) the procedure used by the utility to calculate estimated bills has been approved by the Commission; and 2) the word "estimate" appears prominently on the face of the bill, in a manner previously approved by the Commission." 83 Ill. Adm. Code 280.80(a).<sup>1</sup> Additionally, Section 280.80 (b) states:

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<sup>1</sup> The Commission notes that although Part 280 of Title 83 of the Illinois Administrative Code was amended in 2014, this Order only applies the version of the regulations that was in force prior to the recent amendments since all of the events occurred before these amendments were enacted.

Notwithstanding the provisions of subsection (a) of this Section, the utility may render an estimated bill for any billing period in which: 1) the utility has taken appropriate and reasonable measures to read the meter, including but not limited to, making an appointment with the customer, scheduling readings for times other than normal business hours, and/or providing postal cards on which the customer may record the reading and mail it to the utility[]]. 83 Ill. Adm. Code 280.80(b).

ComEd's practice of using estimated bills for Ms. Polk comports with Section 280.80, because Ms. Polk's bill correctly identified her usage as "estimated." Actual meter reads were also used to provide the new billing amounts in Ms. Polk's April 2014 bill, as a result of the meter switch due to a mixed meter. Ms. Polk was receiving estimated and actual bills after May of 2014 but in compliance with the Rules. ComEd Ex. 1. Because the incorrect meter reads were under-billing Ms. Polk, she received a bill for "unbilled service" which credited the amounts paid from the incorrect meter and re-billed Ms. Polk based on her actual usage once the meter was switched. A person may receive a bill for "unbilled service" if such a bill is presented within one year from the date the services or commodities were supplied. 83 Ill. Adm. Code 280.100. ComEd Exhibit 2 illustrates her estimated and actual usage from May 2013 through March 2014, which complies with Section 280.100. Once Ms. Polk's meter was switched, she received a new bill that cancelled all her previous bills that were issued with the wrong meter. The new bill charged her for the past year based on her actual usage with the correct meter. ComEd Ex. 2. ComEd correctly billed Ms. Polk under the Commission's Rules for estimated billing and unbilled service. Ms. Polk received the benefit of electric service, and she owes ComEd for that service.

In June of 2014, Ms. Polk was put on what was referred to in testimony as a "payment agreement" or "monthly payment agreement," but is formally known as a "Deferred Payment Agreement" or "DPA." Section 280.110 discusses the terms of such arrangements:

Residential customers who are indebted to a utility for past due utility service shall have the opportunity to make arrangements with the utility to retire the debt by periodic payments referred to hereinafter as a deferred payment agreement unless this customer has failed to make payment under such a plan during the past twelve months. All applicants for service and non-residential customers who are indebted to a utility for past due utility service may have the opportunity, at the discretion of the utility...to make arrangements with the utility to retire the debt by periodic payments referred to hereinafter as a deferred payment agreement. 83 Ill. Adm. Code 280.110(a).

The terms of the DPA require the customer to pay the monthly amount in full, as well as all future bills for utility service by the due date. Sec. 280.110(d)(1). However,

If an applicant or customer shall default upon any payment due under the deferred payment agreement, the utility shall have the right to discontinue service...Sec. 280.110 (g) (2).

Ms. Polk entered into a DPA with ComEd in June of 2014. She made a \$50 payment in July, but paid neither the \$118.25 amount owed on the DPA, nor the current electricity usage for the prior month, which was included in her monthly bill. Pursuant to Section 280.110 (g) (2), ComEd considered that a default on the DPA and her total past due and current due amounts were owed. Because Section 280.110 (f) allows a renegotiation of a DPA at the discretion of the utility, ComEd should enter into a DPA with Ms. Polk covering the \$3,277.67 past due. Ms. Polk should not be responsible for any late fees.

ComEd argues in its BOE that renegotiating DPAs is discretionary, and that the Commission may not order the Company to provide Ms. Polk with a DPA. ComEd BOE at 1, citing 83 Ill. Adm. Code Part 280.110(f). While the Administrative Rules do not require that a utility provide a DPA to a customer who owes unpaid amounts due, the Commission finds it appropriate for the utility to enter into a DPA with Ms. Polk due to the fact that Ms. Polk was being billed using a meter which was not connected to her residence, through no fault of her own. In its BOE, ComEd agrees to provide Complainant with a 24-month DPA to retire the outstanding balance on her account. Id.

#### **IV. Findings and Ordering Paragraphs**

The Commission, having considered the entire record herein and being fully advised in the premises thereof, finds that:

- (1) Respondent, Commonwealth Edison Company, is engaged in providing electric service in the State of Illinois and, as such, is a public utility within the meaning of the Illinois Public Utilities Act;
- (2) Complainant, Chataquaka Polk, alleges that ComEd improperly billed her for electric service between March and August, 2014;
- (3) the Commission has jurisdiction over the parties and the subject matter herein;
- (4) the findings of fact and the conclusions of law set forth in the prefatory portion of this Order conform to the evidence of record and the law and are hereby adopted as findings of fact and law herein;
- (5) Respondent has shown that Complainant was accurately billed based on the evidence described above;
- (6) Complainant owes \$3,277.67, minus late payment charges. ComEd is ordered to assist Complainant in returning to a 24-month Deferred Payment Arrangement for her past due amount; and
- (7) based on Finding (5), the subject Complaint should be denied.

IT IS THEREFORE ORDERED that the Complaint filed by Chataquaka Polk on November 5, 2014 against Commonwealth Edison Company be denied as described herein.

IT IS FURTHER ORDERED that any objections, motions or petitions not previously disposed of are hereby disposed of consistent with the findings of this Order.

IT IS FURTHER ORDERED that subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 10<sup>th</sup> day of September, 2015.

(SIGNED) BRIEN SHEAHAN

Chairman