

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Anna Hessel :
-vs- :
Commonwealth Edison Company : **15-0422**
: :
Complaint as to billing/charges in :
Elmhurst, Illinois. :

PROPOSED ORDER

By the Commission:

I. Procedural History

On July 13, 2015, Anna Hessel (“Complainant” or “Ms. Hessel”) filed a complaint against Commonwealth Edison Company (“ComEd” or “Respondent”) alleging that ComEd is billing her for usage from a former residence in Elmhurst, Illinois, which was later torn down.

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 February 16, 2016 at the offices of the Commission in Chicago, Illinois.

The evidentiary hearing was held on July 18, 2016. At the evidentiary hearing, Complainant testified in support of her complaint. She was represented by counsel. Ms. Autumn Knopp, Senior Business Project Manager for Customer Care Training, testified on behalf of Respondent.

II. Complainant’s Position

At the evidentiary hearing, Ms. Hessel testified that she currently receives service from ComEd at her residence in Schiller Park, Illinois. On her June 2016 bill, Ms. Hessel states that it includes charges identified as being from 3400 Bayside Drive in Palatine, Illinois where she and her husband only resided a couple of months. Prior to that, she lived at a property on Willow Road in Elmhurst in 2014 which was the first time she had established service with ComEd in many years, because she had lived in properties where utilities were included in the rent. Ms. Hessel testified that prior to the Willow Road property, she had not had a ComEd account since 2004. Tr. at 33-35. In 2014, Ms. Hessel became aware that ComEd alleged she owed approximately \$3,000 from prior bills. Ms. Hessel attempted to learn from ComEd what residence the charges were from and did not receive assistance from ComEd. Ms. Hessel stated that in March of 2016 her father-in-law made a payment of \$892.85. Compl. Ex. 2.

Ms. Hessel testified that she believes the outstanding balance originates from the house she rented from the City of Elmhurst on Willow Road that was vacated before

October 12, 2004, when the residence was torn down. Compl. Ex. 1. The current June 2016 bill has a line item which states "Reinstate bad debt, service 3400 Bayside Drive, \$2,015.05." Because Ms. Hessel did not reside at Bayside Drive for long, she believes the charges must be from the Elmhurst tear down on Willow. The balance due on her current June 2016 electricity bill is \$3,920.07. Finally, Ms. Hessel stated that she asked ComEd for a payment plan, but ComEd stated that she could not receive one. Ms. Hessel stated that her 2004 complaint was resolved because she entered into a payment plan arrangement. Tr. at 58-62.

III. Respondent's Position

ComEd witness Ms. Knopp testified that Ms. Hessel had an account for a residence in Elk Grove Village, Illinois from November 14, 2014 to August 12, 2015 and made no payments during that time. ComEd Ex. 1. On November 14, 2014, Ms. Hessel opened an account for this residence and there are transfer debits which indicate balances owed from previous accounts that were transferred to this new account when it was opened. The transfer amount was \$4,122.52. ComEd Exhibit 2 is the account activity summary for Ms. Hessel's residence at Bayside Drive in Palatine from August 17, 2015 to February 22, 2016. Ms. Knopp testified that there were no payments made during that time period on the account. The balance on the account was \$4,407.75. Tr. at 68-70.

Ms. Knopp stated that ComEd retains records for two years but typically retains meter information for a longer period of time, depending on when the meters were installed and if any subsequent meters are installed. ComEd Exhibit 4 is a screen capture of a communication between a ComEd customer representative and Ms. Hessel on November 18, 2015. Ms. Hessel initiated a complaint when she was attempting to establish service at 904 Ridge Square in Elk Grove Village, Illinois. The ComEd representative noted in the record that in order to establish a new account at that residence, ComEd would reinstate the old charges to the new account. When an account is opened and a new balance is included from a past residence, Ms. Knopp testified that the system will continue to assess additional late charges. The system identified Ms. Hessel and any unpaid balances from credit information, name and social security number. Ms. Knopp testified that a payment arrangement is offered for any customer who holds an active account. A customer is offered a payment arrangement once every 12 months. Tr. at 80-83.

Ms. Knopp testified that Complainant's Exhibit 3, which is Ms. Hessel's current June 2016 bill, includes charges from her account in Elk Grove Village and her account from Bayside Drive. Ms. Knopp testified that it is not possible to identify from the bill which charges are from which accounts at the two residences, because the system is unable to go back through previous residences and identify where specific charges are coming from. Ms. Knopp stated that Ms. Hessel has resided in at least seven residences as a ComEd customer and the system cannot itemize seven accounts that span a period of fifteen years. Ms. Knopp stated that typically an individual with an outstanding balance would not be able to establish service at a new residence without making some kind of deposit payment, but Ms. Hessel was not required to make a payment in order to initiate service because she had a pending complaint at the Commission. Tr. at 85.

IV. Commission Analysis and Conclusion

The Commission has jurisdiction over Respondent and the subject matter of the complaint. Complainant is 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.

It is not clear that the balance on Ms. Hessel's account originates from any usage from the Elmhurst residence after it was torn down. Specifically, Ms. Hessel's current bill states that \$2,015.05 is "bad debt" from 3400 Bayside Drive in Palatine, Illinois, a subsequent residence, where Ms. Hessel stated that she only resided for a couple of months. Ms. Hessel has lived in at least seven residences since 2004. Despite non-payment at two residences, ComEd provided electricity to those residences. Ms. Hessel had an account for a residence in Elk Grove Village, Illinois from November 14, 2014 to August 12, 2015 and made no payments during that time. Ms. Hessel had an account at Bayside Drive from August 17, 2015 to February 22, 2016 and made no payments during that time period on the account. The Commission notes that while it is clear that Ms. Hessel's current outstanding balance is from not only Bayside Drive but prior residences, including the residence in Elk Grove Village, Complainant's Exhibit 3 lists numerous undated line items of late payment charges from Bayside Drive. This bill would not be straightforward to any customer, as it does not list usage dates. As Ms. Knopp noted, ComEd's systems are unable to track the genesis of past due amounts from Ms. Hessel's several residences. It is reasonable that Ms. Hessel would be confused about where the specific charges came from. When Ms. Hessel opened the accounts at the Willow Road and Bayside Drive residences, her past due amounts transferred, as illustrated in ComEd Ex. 1 and 2.

Ms. Hessel states that she was never offered a payment arrangement when she initiated electricity service in 2014. Section 280.120 of the Commission's Rules discusses the terms of "Deferred Payment Agreements" or "DPAs":

A residential customer owing a past due amount for utility service shall be eligible for a deferred payment arrangement so long as the customer has not failed to complete a previous DPA in the past 12 months.

- A) At any time a customer's account balance owing is brought to current status, the utility shall consider all previous DPAs completed.
- B) A customer who is eligible for a DPA under this subsection (b) shall remain fully eligible until utility service is disconnected. 83 Ill. Adm. Code 280.120(b)(1).

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. The Commission's Rules also allow the utility to put the customer on another DPA if he or she has defaulted on a previous DPA.

The Commission finds it appropriate for ComEd to enter into a new DPA with Ms. Hessel for the current balance due on her account, minus any late fees and interest charges.

V. 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, Anna Hessel, alleges that her ComEd bills are incorrect because they are from usage from a residence in Elmhurst, Illinois which was later torn down by the City of Elmhurst;
- (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 the \$3,920.07 balance on her account, minus late payment charges and interest;
- (7) Respondent should assist Complainant in setting up a deferred payment agreement; and
- (8) based on Finding (5), the subject Complaint should be denied.

IT IS THEREFORE ORDERED that the complaint filed by Anna Hessel on July 13, 2015 against Commonwealth Edison Company be denied as described herein.

IT IS FURTHER ORDERED that Commonwealth Edison Company is directed to enroll Complainant in a deferred payment agreement for the past due balance, minus late payment charges and interest.

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.

DATED:
BRIEFS ON EXCEPTION DUE:
REPLIES ON EXCEPTION DUE:

August 25, 2016
September 8, 2016
September 15, 2016

Jessica L. Cardoni,
Administrative Law Judge