

Legal Department

Exelon Business Services Company
2301 Market Street/S23-1
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Direct Dial: 215.841.6841

May 24, 2010

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

**Re: Deborah L. Anderson v. PECO Energy Company
PUC Docket No. C-2009-2136754**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the following documents and copies in the matter referenced above.

—	Answer & New Matter (Original)
—	Motion to Consolidate (original)
<u>X</u>	Motion for Judgment on the Pleadings (original)
—	Preliminary Objection (original)
—	Exceptions (original)
—	Reply Exceptions (original)
—	Brief (original)
—	Reply Brief (original)

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Also enclosed is an extra copy of this letter, which I request that you date stamp and return to me in the envelope provided as proof of filing. Thank you for your time and attention on this matter.

Very truly yours,



Tishekia Williams
Counsel for PECO Energy Company
TW/adz
Enc.

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MAY 21 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DEBORAH ANDERSON :
 :
v. : **DOCKET NO. C-2009-2136754**
 :
PECO ENERGY COMPANY :

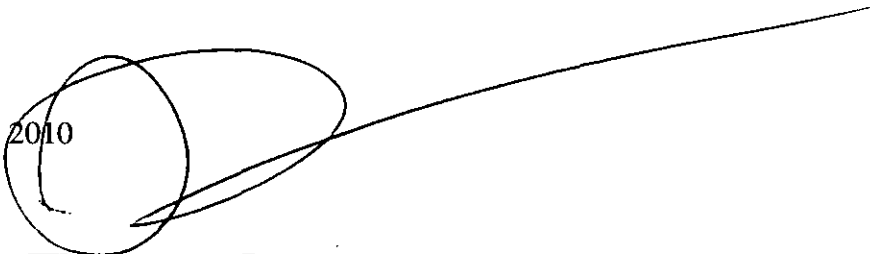
NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Pleading within 20 days from service of this notice, the facts set forth by PECO Energy Company in the New Matter may be deemed to be true, thereby requiring no other proof. All pleadings, such as a Reply to Preliminary Objection and Reply to New Matter, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Tishekia Williams, and where applicable, the Administrative Law Judge presiding over the issue.

File with:
James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

With a copy to:
Tishekia Williams, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, May 24, 2010



Tishekia Williams
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19101-8699
215-841-6863
tishekia.williams@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DEBORAH ANDERSON :
 :
v. : **DOCKET NO. C-2009-2136754**
 :
PECO ENERGY COMPANY :

**PECO ENERGY COMPANY'S
MOTION FOR JUDGMENT ON THE PLEADINGS**

Respondent, PECO Energy Company ("PECO"), pursuant to 52 Pa. Code § 5.102 respectfully moves to dismiss the instant complaint in its entirety. By and through her counsel, Complainant claims: 1) her balance is too high and contains incorrect charges; 2.) Complainant is entitled to a payment agreement; 3.) PECO has unlawfully refused complainant's medical certificates; 4.) PECO has incorrectly applied Complainant's payments. As discussed below, complainant's claims are barred by res judicata and collateral estoppel, and legally insufficient. Therefore, PECO requests that the case be dismissed without need for further hearing.

Preliminary matter: Complainant's request for continuance

1. At the outset, PECO objects to Complainant's second request for continuance because the request is procedurally improper and untimely. A request for continuance must be made by written motion, five days in advance of the hearing date, and will be granted for good cause only. 52 Pa.Code. §1.15(b).

2. On October 13, 2009, Complainant filed the instant complaint against PECO (Complaint is attached as Exhibit 1). On October 17, 2009, Complainant filed an amended complaint (attached as Exhibit 2). On November 9, 2009, PECO filed an Answer and New

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Matter to the complaint (Answer and New Matter are attached as Exhibit 3). Complainant did not respond to the New Matter.¹

3. By hearing notice dated March 29, 2010 the Commission set an initial hearing date for April 19, 2010 before Administrative Law Judge Charles Rainey (a copy of the notice is attached as Exhibit 4).

4. On March 30, 2010 ALJ Rainey sent out a prehearing order (a copy of the order is attached as Exhibit 5).

5. On April 9, 2010 counsel for Complainant, David M. Still, requested a continuance of the initial hearing date until May 19, 2010 at the earliest. PECO did not object to this request, and the initial hearing was rescheduled to May 19, 2010 (a copy of the order is attached as Exhibit 6).

6. On May 19, 2010 at approximately 10:50 AM, counsel for Complainant contacted PECO to state that he would not appear at the hearing scheduled to occur at 2:00 PM. Counsel indicated that he would contact the presiding officer to request a continuance. However, no written request for a continuance was made.

7. At the scheduled date and time of the hearing, Complainant appeared and requested a continuance because her attorney was not present. PECO objected to another continuance of the hearing.

PECO avers that Complainant has been afforded her due process rights as ample notice was provided for the hearing scheduled for May 19, 2010. Moreover, Complainant's attorney demonstrated knowledge of the proper procedure for obtaining a continuance as he had previously requested, and received a continuance. While PECO appreciates the difficulties of

¹ As Complainant failed to respond to the New Matter, PECO request that the facts contained in the New Matter be deemed admitted. 52. Pa.Code.5.63(b)

punishing Complainant for her attorney's transgressions, PECO should not be prejudiced either. A continuance in this matter prejudices PECO in its ability to collect the substantial arrearage at issue in this case. Additionally, PECO loses the time and resources spent preparing for hearing, including preparing exhibits and presenting witnesses. Therefore, Complainant's request for continuance should be denied.

Complainant's billing dispute is Precluded by Res Judicata and Collateral Estoppel

8. Complainant filed a Pennsylvania Public Utility Commission formal complaint on October 12, 2009 and Amended complaint on October 17, 2009.

9. PECO Energy was served the formal Complaint on October 21, 2009 and October 29, 2009.

10. Pursuant to 52 Pa. Code § 5.101(b), PECO simultaneously filed an Answer, New Matter, and Notice to Plead to the Complaint on November 9, 2009.

11. According to 52 Pa. Code § 5.63, Complainant had twenty days from the filing date of PECO's New Matter to respond.

12. 193 days have passed and Complainant has not responded to the New Matter. Pursuant to Commission 52 Pa. Code § 5.63, the facts stated in the New Matter may be deemed admitted.

13. The PUC has previously adjudicated a formal complaint filed by the Complainant regarding the same outstanding balance. A copy of the final order and opinion is attached as Exhibit 7.

14. Both complaints concern Complainant's PECO utility service and arrears from 526 Fern Street in Yeadon, Pennsylvania.

15. The Prior Complaint asserts “that it is impossible for [Complainant] to have a \$30,000 balance for a single family home with one working adult.” See Exhibit 7, p. 4.

16. The instant complaint alleges Complainant does “not owe the alleged \$33,696.75 past due amount.”

17. Complainant avers in both the Prior Complaint and the instant complaint that she does not owe the late fees assessed by PECO. See Exhibit 7, p. 4.

18. Complainant had the time and opportunity to fully litigate the purportedly incorrect utility charges and late fees in the prior complaint and proceedings. Indeed, Complainant did pursue this matter to the fullest extent, including filing exceptions to the initial decision.

19. With the exception of some gas charges, the Commission found that PECO Energy’s charges were appropriate in its order adjudicating the Prior Complaint.

20. Complainant cannot relitigate the issues and claims raised and decided in the Prior Complaint under the doctrines of res judicata and collateral estoppel.

21. Res Judicata

22. The doctrine of res judicata operates to prevent re-litigation of claims already litigated fully on the merits.

23. As stated in *Frank Tomazin v. Pennsylvania-American Water Company*, 1997 Pa. PUC Lexis 52 , 4 (1997), the Commission explained that “[t]he policies underlying the doctrine of res judicata are minimizing the judicial energy devoted to individual cases, establishing certainty and respect for court judgments, and protecting the party relying on the prior adjudication from vexatious litigation.”

24. The application of res judicata requires four elements, as established in *Tomazin*. All are met here. First, the identity of the thing sued upon must be demonstrated. The subject of

both complaints is disputed utility charges and late fees. Complainant has previously raised the dispute that PECO overcharges her, and it was already decided.

25. Next, the identity of the cause of action must be determined. In both instances, the cause of action was the justness and reasonableness of the billing that PECO Energy issued to Complainant. With the exception of some gas charges, the Commission found that PECO Energy's charges were appropriate in its order adjudicating the Prior Complaint. See Exhibit 7, p. 5.

26. Thirdly, it must be shown that the parties to both matters are identical. This is undoubtedly true here, as Complainant is Deborah Anderson for both complaints.

27. Lastly, the quality or capacity of the parties sued or being sued must be established. Both parties – Complainant and PECO Energy – plainly possess the capacity to sue and be sued.

28. Having met the elements for res judicata, PECO Energy seeks dismissal of the instant complaint in order to minimize the judicial energy devoted to this single dispute, promote certainty and respect for court judgments, and protect PECO from vexatious litigation.

29. Collateral Estoppel

30. The doctrine of collateral estoppel operates to prevent re-litigation of issues already litigated fully on the merits.

31. As stated in *Jane A. Suprick and Ransom T'wp v. Commw. Telephone Co.*, Docket Nos. C-00903161; C-00903197, 1995 Pa. PUC Lexis 15, n. 5 (1995) citing *Thal v. Krawitz*, 355 Pa. 30, 47 A.2d 648 (1946), collateral estoppel applies to “only those matters or issues in points controverted upon which the finding of fact was rendered.”

32. To support PECO Energy's claim for collateral estoppel, the five conditions set out in the *Suprick and Ransom* case are met in this instance. First, the issue decided in the prior

instance must be identical to one presented in the instant matter. The issue is the same in both instances, that there are incorrect charges on Complainant's account. Complainant alleged in her Prior Complaint that her bills were high compared to her usage and that the late fees are unfair. In her current, Complaint maintains the identical assertion.

33. A decision on the merits was made on the Prior Complaint. That was Complainant's opportunity to fully litigate the reasons why she believe she believed PECO was overcharging her. Complainant is not entitled to another bite of the apple.

34. Second, there must have been a final judgment on the merits in the first instance. As stated earlier, a hearing was held where the issue was fully litigated and an initial decision was rendered on the merits. See Exhibit 7.

35. Third, the party against whom the Complaint is asserted must be a party in the first instance. PECO Energy Company is the party against whom the complaint was asserted in both instances.

36. Fourth, the party had a full and fair opportunity to litigate the case in the first instance. Complainant had a full and fair opportunity to litigate the relevant issue in the Prior Complaint as she participated in the initial hearing.

37. Finally, the determination in the first instance was essential to the judgment. The Commission's holding regarding the alleged overcharges was clearly essential to the judgment because it dismissed her incorrect billing dispute.

38. Accordingly, to prevent the relitigation of issues already decided by the Commission, PECO Energy seeks dismissal of the complaint under the doctrine of collateral estoppel.

PECO's Refusal to Accept Medical Certificates is Lawful

39. Complainant avers that PECO is required by law to petition the Commission before it denies a customer medical certificates.

40. The issue of medical certificates is a question of law as both Complainant and Respondent agree that Complainant's medical certificates are being denied by PECO without petitioning the Commission.

41. PECO Energy responds that it previously placed at least three medical extensions on the account, on May 4, 2006, August 3, 2007, and July 6, 2009. Complainant has not made equitable payments, specifically, Complainant has not satisfied the outstanding balance that existed at the time the medical extension was granted,. Therefore, no further medical extensions are permitted.

42. With the passage of 66 Pa.C.S. Chapter 14, utilities were granted additional collection tools prevent uncollectable accounts. Accordingly, many of the provisions codified under 52 Pa.Code Chapter 56 have been replaced by the provisions of Chapter 14. *See* 2004, November 30, P.L. 1578, NO. 201 §4. Indeed, in the *Proposed Rulemaking to Amend Chapter 56 to Comply with Chapter 14*, §56.114, related to renewal, the Commission states:

“In instances when a customer has not met the obligations in §56.116 to equitably make payments...the number of renewals for the customer's household is limited to two 30 certifications that concern medical certificates made for the same arrearages... In these instances the public utility is not required to honor a third medical certificate and is not required to follow the provisions of §56.118...”

The Commission is permitted to waive its regulations. Following the implementation of Chapter 14, the Commission has exercised its authority by implementing a new policy whereby utilities

are not required to petition the Commission for permission to deny a medical certification when the customer has not made equitable payments.

Complainant's Payments to PECO Have Been Properly Applied

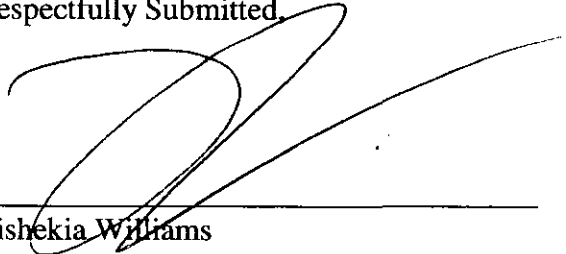
43. Complainant avers that PECO has misapplied her payments. The application of Complainant's payment is a question of law as both parties agree that PECO has not honored Complainant's request to apply payments in accordance with her instructions.

44. PECO credits customer payments towards the oldest balances first as outlined in its Commission approved tariff Rule 17.4.

45. By way of further reply, §56.24 is a Commission regulation, and as such, the Commission may grant variances from it – which is precisely what occurred in PECO's 1998 Restructuring Case. In order to obtain an AAA rating on Transition Bonds; PECO had to ensure that customer's payments would be applied in a very specific manner. That manner was captured in Rule 17.4 and approved by the Commission as part of its Order. The Order in this case is known as a Qualified Rate Order "QRO" and was deemed by the Commission to be irrevocable. Any written instructions to apply payments contrary to Rule 17.4 runs afoul of QRO of May 14, 1998 Docket Numbers R-00973953 and P-00971265. Therefore, PECO is not required, or permitted to apply Complainant's payments per her instructions.

WHEREFORE, PECO request that Complainant's claims that her account contains incorrect charges and late fees be dismissed as barred by the doctrine of res judicata and collateral estoppel. PECO further request that Complainant's claims regarding medical extensions and application of payments be dismissed as legally insufficient. Therefore, Complainant's case should be dismissed in its entirety.

Respectfully Submitted,



Tishkia Williams
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
tishkia.williams@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DEBORAH ANDERSON

v.

PECO ENERGY COMPANY

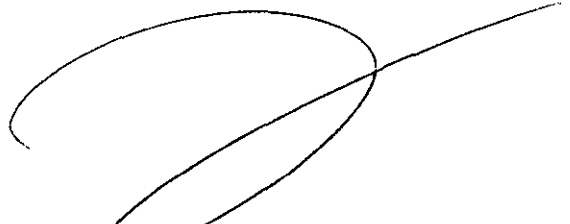
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DOCKET NO. C-2009-2136754

VERIFICATION

I, Tishekia Williams, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: May 24, 2010



Tishekia Williams

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DEBORAH ANDERSON :
v. : DOCKET NO. C-2009-2136754
PECO ENERGY COMPANY :

CERTIFICATE OF SERVICE

I, Tishekia Williams, hereby certify that I have this day served a copy of PECO Energy Company's Answer in the above matter upon all interested parties by U.S. mail and electronic mail to:

Deborah L. Anderson
c/o David M. Still
5398 Wynnefiled Avenue
Philadelphia, PA 19131

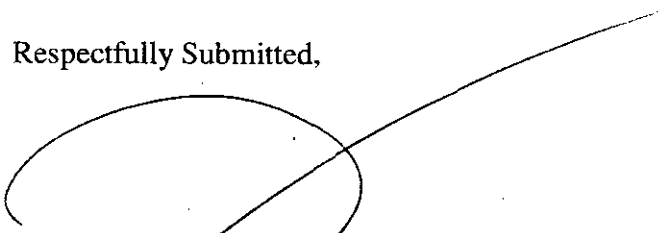
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MAY 21 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dated at Philadelphia, Pennsylvania, May 24, 2010

Respectfully Submitted,



Tishekia Williams
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
tishekia.williams@exeloncorp.com



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

PECO exhibit 1
IN REPLY PLEASE
REFER TO OUR FILE

DATE SERVED: October 21, 2009

C-2009-2136754

PECO ENERGY COMPANY
C/O WARD L SMITH
ASSOCIATE GENERAL COUNSEL
PO BOX 8699
PHILADELPHIA PA 19101-8699

2009-983

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Mr. Smith:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by Deborah L Anderson. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS, THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

COMPANY/UTILITY

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

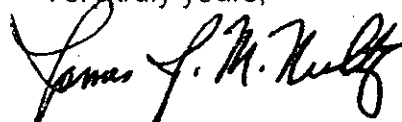
Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

October 21, 2009

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Very truly yours,

A handwritten signature in black ink, appearing to read "James J. McNulty". The signature is fluid and cursive, with the first name "James" being the most prominent.

James J. McNulty
Secretary

JHT

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: October 21, 2009

DEBORAH L ANDERSON
Complainant

v.

PECO ENERGY COMPANY
Respondent

Complaint Docket
No: C-2009-2136754

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: PECO ENERGY COMPANY

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).

2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if

you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.


James G. McNulty
Secretary

(SEAL)

Certified Mail
Return Receipt Requested

Must be returned by October 12, 2009

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

Please print or type.

1. CUSTOMER NAME (COMPLAINANT)

Your name, mailing address, county, telephone number, utility account number and service address:

Name Deborah L. Anderson

Street/P.O. Box 526 Fern Street Apt # _____

City Yeadon State PA Zip 19050

County Delaware

Area Code/HOME Phone 610 - 623 - 4438

Area Code/WORK Phone 215 - 592 - 1292

Utility Account Number 18368 - 0032
(from your bill)

If your complaint involves utility service provided to a different address than your mailing address, please list this information below. N/A

Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

2. UTILITY NAME (RESPONDENT)

Name of utility company your complaint concerns: PECO Energy Company

3. TYPE OF UTILITY (check one)

ELECTRIC

STEAM HEAT

GAS

WASTE WATER

WATER

MOTOR CARRIER

(taxi, moving company, limousine)

TELEPHONE

(local, long distance)

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OCT 13 2009

4. **COMPLAINT** (check one)

A. **In general, what is your complaint?**

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.
- Other. See Attachment Page 1 of 2
(explain)

B. **State the facts of your complaint.**

Include any specific dates, times or places that are important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

See Attachment Page 1 of 2

5. **RELIEF**

What do you want the Public Utility Commission to do about your complaint? Use additional paper if you need more space.

See Attachment Page 2 of 2

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution company, an electric distribution company or a water company AND your complaint is about a billing problem, an application for service problem, a termination of service problem or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety?

YES

NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES
(includes appeals of BCS determinations)

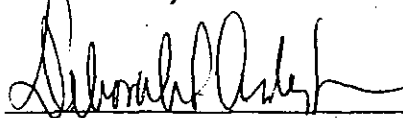
NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. VERIFICATION AND SIGNATURE

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification: I Deborah L. Anderson, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).


(Signature)

10/12/09
(Date)

9. **LEGAL REPRESENTATION (IF ANY)**

If you are represented by a lawyer in this matter you must provide your lawyer's name, address and telephone number.

Lawyer's Name David M. Still

Street 5398 Wynnefield Avenue

City Philadelphia State PA Zip 19131

Area Code/Phone Number 215-877-3800 Office / 215 850-9257 Cell

10. **FILING**

Please return the completed form to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission, P.O. Box 3265 Harrisburg, PA 17105	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
---	--

Facsimiles and/or electronic filings of the complaint form will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your complaint for your records.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

ATTACHMENT

Page 1 of 2

Paragraph 4A.

Other. Among other things, PECO has refused to respond to my attorney's letters regarding my desire to get and start a reasonable payment arrangement regarding my undisputed past due amounts, if any. PECO has not applied my payments as I have directed in writing. PECO has denied my use of medical certificates without first obtaining permission from the PUC by initiating a petition for authorization to do so.

Paragraph 4.B.

On September 22, 2009, I mailed PECO payments for my monthly bills for current service due on September 2, 2009, and October 2, 2009, with specific instructions on how my payments are to be applied. A copy of the correspondence for each said payment is attached hereto and marked as Complainant's Exhibit 1.

After the aforementioned payments, PECO sent me a 10 Days Shut Off Notice that indicates that no payments have been made. Other than the said shut-off notice, I have not received a billing for new charges in the amount of \$465.91. I do not owe the alleged \$33,696.75 past due amount that happens to be the subject of this Appeal. Such extraordinary amount has to cover a period of more than 4 years considering that my 4 years usage is less than \$10,000 and I have paid more than \$8,000 on account. A copy of the 10 Days Termination Notice is attached hereto and marked as Complainant's Exhibit 2. The said termination notice demands a payment in full of \$33,696.79 in full by October 8, 2009. There is no way I could pay that amount.

PECO is aware that I have persons living in my house that have received medical certifications in the past. PECO has denied my use of medical certification and PECO has returned it to me marked "void". PECO has never initiated a petition to the PUC for permission to deny me the use of medical certifications. My service was interrupted by PECO in August 2009, as a result of the denial and my account assess a reconnection fee.

On September 18, 2009 and October 7, 2009, my attorney wrote to PECO on my behalf. PECO has not yet responded to the attorney letters a copy of which are attached hereto and marked as Complainant's Exhibit 3.

PECO has failed to operate in good faith and PECO has failed to follow PUC Regulations as they relate to my account over a period of years.

If I am given the amount of time PECO is being given to respond to my complaint from the receipt of said complaint, I will present more relevant documents that support my complaint.

PENNSYLVANIA PUBLIC UTILIY COMMISSION

Formal Complaint Form

ATTACHMENT

Page 2 of 2

Paragraph 5. RELIEF

- Order PECO to-
- properly follow and apply the PUC Regulations in good faith and to cease and desist from bad faith, unfair collection tactics as it relates to my account;
 - audit my account to determine the dollar amount of my actual total 4 years usage for the period from October 12, 2005, to October 12, 2009.
 - provide the information requested by my attorney in the attorney's September 18, 2009 and October 7, 2009 letters;
 - stop threatening me with terminations for amounts more than 4 years past due;
 - properly apply my payments
 - expunge all late charges from my account;
 - credit my account for charges assessed for restoration of service;
 - check my service connections for possible fraudulent connections by others;
 - replace my gas and electric meters and set to zero for a fresh start;
 - establish a payment plan if there is a balance due after striking all improper charges and crediting my account, not greater than \$100 per month for any such past due charges.

PECO ENERGY - Payment Processing

P.O. Box 37632

Phila. Pa.

19101



PECO ENERGY - Payment Processing

P.O. Bx. 37632

Phila. Pa.

19101



PECO ENERGY - Payment Processing

P.O. Box 37632

Phila. Pa.

19101



PECO ENERGY - Payment Processing

P.O. Bx. 37632

Phila. Pa.

19101



DAVID M. STILL

Attorney and Counsellor at Law
5398 Wynnefield Avenue Philadelphia PA 19131

David M. Still

telephone: 215 877-3800
fax: 215 877-7668
e-mail: davidmstillesq@aol.com

October 7, 2009

ATTN: CUSTOMER SERVICE CENTER
PECO ENERGY COMPANY
2301 Market Street
Philadelphia, Pennsylvania 19101

Telephone- 1-800-494-4000
FAX

Re: Deborah Anderson, Ratepayer, PECO ENERGY Account # 18368-00302
Ratepayer's Shut Off Response

Dear Sir or Madam:

On September 18, 2009, I wrote to PECO ENERGY on behalf of the above-referred ratepayer requesting information so that my client could make a proposal regarding an "equitable payment arrangement" respecting her account. A copy of my September 18, 2009, letter is enclosed for PECO's review and timely response to the undersigned attorney.

Next, Ms. Anderson has advised that she has received a 10 Days Shut Off Notice which makes demand for payments that are disputed and presently the consideration of her recently initiated and pending PUC complaint. Further, the said 10 Days Shut Off Notice is defective in several other respects: among other things, (1) Ms. Anderson recent payments on account for the September 2, 2009, and October 2, 2009 due dates are not acknowledged; (2) Ms Anderson has not received any new billing charges since receiving the PECO's statement for the October 2, 2009 due date; and (3) Some of the charges are older that 4 years old. Further, PECO Energy has refused to provide the ratepayer with a Medical Certification form even though PECO has apparently failed to petition the PUC for permission to not accept further Medical Certifications from this ratepayer. On behalf of Ms. Anderson I have prepare a Medical certification form which conforms to the requirements of PUC Regulations 56.112 and 52.113. A copy of said form will be used by the ratepayer as needed unless and until PECO Energy provides Ms. Anderson a form for her use.

Kindly, immediately notify me if you determine that you are not going to shut off Ms. Anderson's service on or after October 8, 2009, notwithstanding PECO's failure to fully comply with the PUC Regulations. Finally, again, please provide the undersigned attorney with a copy of PECO's Petition for Waiver From Medical Certification Procedures and the PUC's informal and/or formal written decision thereon.

Respectfully yours,


DAVID M. STILL

DMS/ds

Enclosures

Cc: Ms. Deborah Anderson (w/enclosure)

Complainant Exhibit 3



0112

**TEN DAY SHUT OFF NOTICE
(AVISO DE SUSPENSION DE SERVICIO EN 10 DIAS)
FOR PECO ENERGY CHARGES ONLY.**

Account Number: 1836800302
For Service To: 526 FERN ST
Date Prepared: September 24, 2009

Past Due Amt: \$33,696.79
New Billing: \$465.91
Total Amount: \$34,162.70

Your Gas/Electric Service May Be Shut Off!

Because your bill is past due, we will shut off the service to 526 FERN ST on or after 8:00 a.m. on October 8, 2009.

We will NOT shut off your gas/electric service if you do ONE of the following:

- Pay \$33,696.79 in full before October 8, 2009, this includes any amount you owe on your payment plan. This notice is effective for 60 days.
- Show us a paid receipt for the past due amount.
- You may qualify for a payment agreement or special assistance programs. Call 1-888-480-1533 right away to provide us with household income and occupant information to determine your eligibility.
- If you dispute this balance or have other billing questions, please call our office at 1-800-494-4000.

WE MUST RECEIVE YOUR PAYMENT BEFORE THE SHUT-OFF DATE. WE WILL NOT ACCEPT PAYMENTS AT YOUR PROPERTY.

If we shut off your gas/electric service, you may have to pay all of the following before we can turn service on:

• Past Due Amount of	<u>\$33,696.79</u>
• Deposit Past Due Amount of	<u>\$0.00</u>
• Agreement Unbilled Balance	<u>\$0.00</u>
• Total	<u>\$33,696.79*</u>

*If your service is shut off, you may be required to pay any additional bills that have become past due to restore your service.

**If your service is shut off, you may have to make substantial payments in order to have your service restored. In addition to any balance owed, you will have to pay a Reconnection charge of between \$70.00 and \$1,700.00. This fee amount is set by PECO's tariff and based on how much work is needed to restore your service. You may also be required to pay a deposit equal to two times your average monthly usage.

MEDICAL EMERGENCY NOTICE

Let us know if you or anyone presently and normally living in your home is seriously ill. WE WILL NOT SHUT OFF YOUR SERVICE during such an illness provided you:

1. Have your licensed physician or nurse practitioner certify by phone and in writing that such an illness exists and that it may be aggravated if your service is shut off, phone certification must be followed by written certification within 7 days.

'AND'

2. Make arrangements to pay this bill. You must provide us with household income and occupant information to determine your payment terms while protected under the medical certification.

IMPORTANT TO KNOW

Before we shut off your utility service please read the back of this notice. You may be eligible for certain protections from shut off.

Atencion ! Este es en mensaje muy importante. Si usted no lo entiende, favor de llama a 1-888-480-1533.

Send payment in the enclosed envelope or pay your bill at an authorized payment location or PECO Energy's Main Office (23rd & Market Streets Philadelphia). To pay by credit card or check by phone, call 1-877-432-9384. The service provider will charge a convenience fee of \$3.50.

See other side for more information

When paying in person, please bring the entire bill

check made payable to PECO. Please write your account number on your check.

DAVID M. STILL

Attorney and Counsellor at Law
5398 Wynnefield Avenue Philadelphia PA 19131

David M. Still

telephone: 215 877-3800

fax: 215 877-7668

e-mail: davidmstillesq@aol.com

September 18, 2009

ATTN: CUSTOMER SERVICE CENTER
PECO ENERGY COMPANY
2301 Market Street
Philadelphia, Pennsylvania 19101

Telephone- 1-800-494-4000
FAX

Re: Deborah Anderson, Ratepayer
PECO ENERGY Account # 18368-00302
Billing, Payment Application Instructions

Dear Sir or Madam:

Please be advised that I have been retained by Ms. Deborah Anderson, the above-referred customer to assist her in resolving her disputed bill and to retain uninterrupted utility services at her place of residence and to receive the benefits of all consumer protections provided by the Public Utility Commission and all regulations and laws pertaining to her interactions with and receipt of electric and gas utility services from PECO Energy Company.

From the PECO Energy Company records regarding Ms. Anderson's account (#18368-00302) that I currently have for the four years period from July 13, 2005 to July 12, 2009, Ms. Anderson was billed for actual and estimated electric and gas utility service in the amount of \$9,571.05. During the same period Ms. Anderson paid PECO Energy Company, and she had additional sums and adjustments credited to her account in the sum of \$8,002.53. Although there appears to be a \$1,571.05 underpayment, Ms. Anderson has incurred out-of-pocket expenses, mental and emotional injuries all caused by PECO Energy Company's unfair and abusive collection practices against this ratepayer that exceed the apparent underpayment.

Unfortunately, because Ms. Anderson did not provide written instructions as to the most effective application of her payments and credits, PECO Energy applied Ms. Anderson's payments and credits in the most detrimental way to the ratepayer as allowed and mandated by PUC Regulation Section 56.24. Thus, Ms. Anderson has been subjected to monthly late charge assessments that exceed her actual utility usage for the said four year period in the amount of \$4,486.83. Notwithstanding the PUC regulations, allowing past due electricity and gas charges subject to an 18% per annum late charge in this economy for necessities is prohibitive. PECO Energy Company's demand for in excess of \$19,000 as a reasonable equitable payment to retain non-interruption of utility services is unconscionable on its face. Should the ratepayer file for bankruptcy or proceed with some other form of administrative and/or court action to retain uninterrupted utility service?

September 18, 2009

ATTN: CUSTOMER SERVICE CENTER
PECO ENERGY COMPANY

Re: Deborah Anderson, Ratepayer
PECO ENERGY Account # 18368-00302

Page 2 of 2

While Ms. Anderson is not able to pay the "equitable" amount demanded by PECO Energy Company (an amount in excess of \$19,000) for her to retain uninterrupted utility services, she wishes to establish, prospectively, a record of timely payment of her current electric and gas utility charges and establish a record of having "equitably made payments on all bills." Therefore, pursuant to PUC Regulation Sections 56.24 and 56.23, Ms. Anderson directs that all payments that she submits (whether by mail or in person) shall be applied by PECO Energy Company first for service billed and used during the current billing period as identified by each prospective and current bill and her in writing at the time of payment of each current and prospective current bill. Further, PECO Energy shall apply all other payments and credits to the principal charges for prior service as specified by Ms. Anderson in writing. Ms. Anderson disputes all the late charge assessments, and no part of her payments and credits, if any, shall be applied by PECO Energy to any late charge assessments until after all the principal charges for electric and gas services accruing during the last four years (September 18, 2005 through September 18, 2009) have been paid in full. Kindly send me a copy of Ms. Anderson's utility service billing and collection history for the period from September 18, 2005 to September 18, 2009.

Next, a copy of the form of payment instruction letter that Ms. Anderson will be using prospectively is enclosed for your records. Please contact me by FAX (215-877-7668), e-mail (davidmstillesq@aol.com) or telephone (cell # 215-850-9257). Further, kindly confirm in writing that until the disputed matters are resolved, PECO Energy will send a copy of all written correspondence respecting the ratepayer's account to the ratepayer and the undersigned attorney.

Finally, please provide the undersigned attorney with a copy of PECO's Petition for Waiver From Medical Certification Procedures and the PUC's informal and/or formal written decision thereon.

Respectfully yours,

DAVID M. STILL

DMS/ds

Enclosure

Cc: Ms. Deborah Anderson (w/enclosure)

WRITTEN OR ORAL MEDICAL CERTIFICATION
PURSUANT TO PUC REGULATIONS TITLE 52, SECTION 56.112 & 56.113

Utility Company-

PECO ENERGY

Ratepayer Name-

DEBORAH ANDERSON

Ratepayer/Service Address-

526 Fern Street, Yeadon, PA 19050-3226

PECO ENERGY Account #-

18368-00302

Name of Afflicted Person-

Address of Afflicted Person-

526 Fern Street, Yeadon, PA 19050-3226

Afflicted Person's Relationship to Ratepayer-

Nature and anticipated length of affliction-

Specific reason for which service is required-

ill or affected with a medical condition which will be aggravated by a cessation of service or failure to restore service. The said PECO Energy account is for both Residential Electricity and Residential Gas service which are used for heating, cooking, lighting and all other residential uses.

The said afflicted person is (seriously

Certifying physician/nurse practitioner-

Name-

Address-

Telephone #-

Signatures:

Initial Telephone Certifier-

Date

Physician/Nurse Practitioner

Date

MAIL TO: PECO ENERGY

OR

FAX TO: PECO ENERGY- FAX #

Date of Telephone Notice-

Date of Written Certification Submission-

**(PECO ENERGY requires that phone certification must be followed by written certification within 7 days)
(Ratepayer and Physician/Nurse Practitioner should retain a copy of this completed Medical Certification)**



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

*PSUO
Schwartz
2*

IN REPLY PLEASE
REFER TO OUR FILE

OCTOBER 29, 2009

C-2009-2136754

PECO ENERGY COMPANY
C/O WARD L SMITH
ASSOCIATE GENERAL COUNSEL
PO BOX 8699
PHILADELPHIA PA 19101-8699

2009-983

DEBORAH L. ANDERSON
v.
PECO ENERGY COMPANY

RECEIVED

MAY 21 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Sir/Madam:

Attached is copy of an amended complaint filed on behalf of the complainant in the above titled proceeding.

Such answer as you desire to make to the amended complaint should be filed in this Office and served upon the complainant within twenty days from receipt of this letter.

Very truly yours,

James J. McNulty
Secretary

cc: ALJ - w/copy of amended complaint
OTS - w/copy of amended complaint

SS

DAVID M. STILL

Attorney and Counsellor at Law
5398 Wynnefield Avenue Philadelphia PA 19131

David M. Still

telephone: 215 877-3800

fax: 215 877-7668

e-mail: davidmstillessq@aol.com

October 17, 2009

EXPRESS MAIL # EG 042914976 US

JAMES J. McNULTY, Secretary
Pennsylvania Public Utility Commission
400 North Street
Commonwealth Keystone Building, 2nd Floor
Harrisburg, Pennsylvania 17120

C2009-2136754

COPY

Re: Deborah L. Anderson, Complainant vs. PECO Energy Company, Utility Co.
Appeal of Bureau of Consumer Services' Decision, BCS 2582481
FORMAL COMPLAINT ADDENDUM WITH EXHIBITS

Dear Secretary McNulty:

As indicated in my letter dated October 13, 2009, I have been retained by Ms. Deborah L. Anderson to represent her respecting the above-referred Appeal. As a follow up to my prior submission on behalf of the Complainant, Deborah L. Anderson, I am herewith submitting the enclosed Addendum and Exhibits respecting the Complainant's Formal Complaint. Kindly advise in writing whether the enclosure will be made a part of Ms. Anderson's timely filed Formal Complaint received by you or your designee on October 14, 2009.

From the within enclosure the Hearing person or body will see that PECO Energy Company has engaged, and continues to engage, in assessment of unlawful charges and demands for payments in statements that are misleading and confusing even during the period of Ms. Anderson's pending appeal. PUC's statement that "If your complaint is about your residential service, you do not need a lawyer" is insufficient to convey to Ms. Anderson or most other residential complainants the complexities of their situation, the adversary process, the PUC Regulations and Procedure, the special skills and knowledge of experts that may help to analyze and present an expert opinion respecting PECO Energy's statements and debt collection practices. I strongly urge that the PUC should change that statement in some way so that the residential ratepayer will not be caught unaware by relying on the PUC in the absence of personal legal representation.

Enclosed you will find Ms. Anderson's Formal Complaint Addendum which includes additional responses to paragraphs 4B, and Exhibits respecting paragraph 4B of the said Formal Complaint form. Ms. Anderson is concerned that she is being, and/or will be, subjected to retaliation by the PUC and PECO Energy Company because she is complaining in writing about the PUC and PECO Energy Company. Again, are her fears and concerns warranted?

Respectfully yours,

David M. Still

DAVID M. STILL

DMS/ds

Enclosure

Cc: Ms. Deborah L. Anderson (w/encl.)

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OCT 17 2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form **ADDENDUM** Page 1 of 1

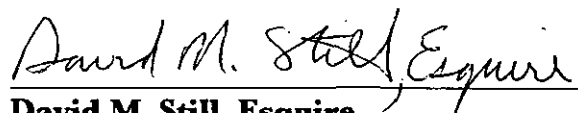
Paragraph 4.B. Addendum

On October 15, I received a PECO Energy billing statement containing an issue date of October 9, 2009, and a bill payment due date of November 3, 2009. A copy of said billing statement is attached hereto and marked as Complainant's Exhibit 4. The said bill acknowledged receipt of my two most recent payments. However, the statement did not indicate that the two said payments were applied to current services for September and October 2009 as I directed in my written payment instruction letters (Complainant Exhibit 1). Further, the said October 9, 2009, billing statement sets forth an assessment for a "Reconnect Charge" of \$75, "Charges from previous bill" of \$22,312.26, and "Late payment charge" of \$11,966.71. I dispute the aforesaid charges and they are the subject of this pending appeal. Additionally, PECO Energy continues to fail to respond to my request for account information needed for me to analyze the information to consider a proposal for a reasonable payment agreement and dispute unwarranted and unlawful assessments. On October 16, 2009, I mailed PECO a payment for the monthly bill received on October 15, 2009, for the current services and amounts indicated due on November 3, 2009, with specific instructions on how my payments are to be applied. A copy of the correspondence for said payment is attached hereto and marked as Complainant's Exhibit 5.

Next, I have attached hereto and marked as Complainant's Exhibit 6 which sets forth my account information for the period from December 10, 2003 through July 13, 2009. This document is a reconfiguration of my PECO Energy account in a format that I can understand. I could have the same done with the account information that I have requested but PECO has refused to provide. Analysis of my PECO Energy account, Exhibit 6, shows the following: (1) In the past when I had a PECO Energy Payment Agreement of \$360.07 arrears plus current services I expressly advised PECO that I could not afford to keep such an arrangement. Although I did not agree at the time PECO Energy set up the Payment Agreement, I tried and failed. (2) When I had a PUC Payment Agreement of \$100 arrears plus current services, I was better able to comply with said terms monthly. (3) During the four year period from July 13, 2005 through July 13, 2009; my actual usage for gas and electricity for a four year period in dollars charge is \$9,571.05. (4) During the four year period from July 13, 2005 through July 13, 2009, I paid PECO Energy in cash and adjustments more than \$8,002.53. I believe the information requested from PECO Energy is relevant to what would be an equitable payment arrangement of any past due amounts.

PECO Energy's failure to comply with PUC Regulations have been overbearing, harassing, unfair and not in good faith over a period of years. PECO Energy has engaged in issuing misleading statements and shut-off notices on more than one occasion. PECO Energy has proceeded in mis-applying PUC Regulations regarding medical certificates without regard for the health and safety of my family or me. PECO Energy has caused me more expense in paying my bills and in obtaining medical certificates and medical certificates relief. For a residential ratepayer, \$19,000 is not a reasonable or equitable amount to be demanding from me to retain gas and electric services with or without an appeal pending.

Dated: October 17, 2009



David M. Still, Esquire
for Deborah L. Anderson

RECEIVED

OCT 17 2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Page 2

Name: DEBORAH ANDERSON
 Service Address: 526 FERN ST, YEADON
 Phone Number: 610-623-4438
 Account Number: 18368-00302
 Issue Date: 10/09/2009

Current Period ... continued

Generation Charges	302 kWh	X	\$0.06600	19.93
Transmission Charges	302 kWh	X	0.00550	1.66
Distribution Charges	302 kWh	X	0.04810	14.53
Transition Charges	302 kWh	X	0.02920	8.82
State Tax Adjustment				-0.16
Total current charges				\$50.09

Other Basic Charges

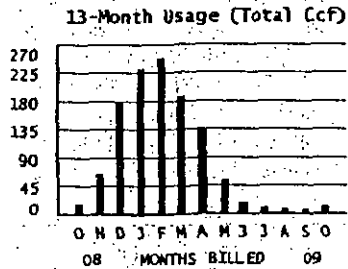
Thank you for your payment of \$76.14	
Thank you for your payment of \$54.76	
Reconnect charge	\$75.00
Charges from previous bill	\$22,312.26
Late payment charge	\$11,966.71
Total other charges	\$34,353.97
Total amount due	\$34,428.78

Message Center

New charges contain estimated total state taxes of \$3.90, including \$2.96 for State Gross Receipts Tax. PECO's new charges contain \$7.09 Intangible Transition Charges.

Your Usage Profile

Gas Residential Heating Service



Month Billed	Avg Daily Usage	Avg Daily Temp
Current Month	0.4	65
Last Month	0.2	76
Last Year	0.6	66
Avg Ccf per Month		96
Total Annual Ccf Usage		1163

continued ...



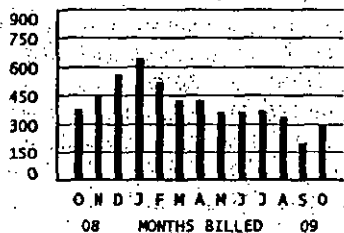
DO NOT MAIL THIS PORTION WITH YOUR PAYMENT

Page 3

Name: DEBORAH ANDERSON
 Service Address: 526 FERN ST, YEADON
 Phone Number: 610-623-4438
 Account Number: 18368-00302
 Issue Date: 10/09/2009

Your Usage Profile ... continued

Electric Residential Service
 13-Month Usage (Total kWh)



Month Billed	Avg Daily Usage	Avg Daily Temp
Current Month	10.4	65
Last Month	6.7	76
Last Year	13.0	66
Avg kWh per Month		413
Total Annual kWh Usage		4965



DO NOT MAIL THIS PORTION WITH YOUR PAYMENT

Calci

PECO
2301 Market Street
PO Box 73778
Philadelphia, PA 19101-3778



First-Class Mail
U.S. Postage
Paid
PECO

5891 1 AV 0.335 5891005891/012914 028 01 GX9FWK 134 10102009
DEBORAH ANDERSON
526 FERN ST
YEADON PA 19050-3226



received 10-15-09

DATE	CHARGE TYPE	TYPE	BILLING PERIOD	READING	METER #	CHARGE AMT	CREDIT AMT	TOTAL BILL	BALANCE FORWARD	DU EDATE	KWH	CCF
12/10/03	ELECTRIC SERVICE	A		16057	105315025				21,972.22			
01/14/04	ELECTRIC SERVICE	A	12/10/03 01/12/04	16740	105315025	93.11					683	
02/13/04	ELECTRIC SERVICE	A	01/12/04 02/11/04	17355	105315025	85.19					615	
03/15/04	ELECTRIC SERVICE	A	02/11/04 03/11/04	17843	105315025	68.66					488	
04/14/04	ELECTRIC SERVICE	A	03/11/04 04/12/04	18372	105315025	74.00					529	
05/14/04	ELECTRIC SERVICE	A	04/12/04 05/12/04	18798	105315025	60.60					426	
06/15/04	ELECTRIC SERVICE	A	05/12/04 06/11/04	19210	105315025	58.78					412	
07/15/04	ELECTRIC SERVICE	A	06/12/04 07/13/04	19635	105315025	60.48					425	
08/13/04	ELECTRIC SERVICE	A	07/13/04 08/11/04	20056	105315025	59.96					421	
09/15/04	ELECTRIC SERVICE	A	08/11/04 09/13/04	20589	105315025	75.14					533	
10/15/04	ELECTRIC SERVICE	A	09/13/04 10/13/04	20989	105315025	57.22					400	
11/12/04	ELECTRIC SERVICE	A	10/13/04 11/10/04	21415	105315025	60.60					426	
12/14/04	ELECTRIC SERVICE	A	11/10/04 12/10/04	21919	105315025	70.75					504	
	ELECTRIC SERVICE	A	12/10/04 01/12/05	22562	105315025	88.84					643	
02/14/05	ELECTRIC SERVICE	A	01/12/05 02/10/05	23135	105315025	79.63					573	
03/15/05	ELECTRIC SERVICE	A	02/10/05 03/11/05	23651	105315025	72.21					516	
04/14/05	ELECTRIC SERVICE	A	03/11/05 04/12/05	24172	105315025	72.87					521	
05/16/05	ELECTRIC SERVICE	A	04/12/05 05/12/05	24611	105315025	62.21					439	
06/15/05	ELECTRIC SERVICE	A	05/12/05 06/13/05	25056	105315025	63.00					445	
07/15/05	ELECTRIC SERVICE	A	06/13/05 07/13/05	25480	105315025	60.27					424	
08/15/05	ELECTRIC SERVICE	A	07/13/05 08/11/05	26012	105315025	74.89					532	
09/15/05	ELECTRIC SERVICE	A	08/11/05 09/13/05	26465	105315025	64.02					453	
10/14/05	ELECTRIC SERVICE	A	09/13/05 10/12/05	26816	105315025	50.77					351	
11/14/05	ELECTRIC SERVICE	A	10/12/05 11/10/05	27277	105315025	65.07					461	
12/14/05	ELECTRIC SERVICE	A	11/10/05 12/12/05	27948	105315025	92.37					671	
01/17/06	ELECTRIC SERVICE	A	12/12/05 01/12/06	28572	105315025	86.27					624	
02/14/06	ELECTRIC SERVICE	A	01/12/06 02/10/06	29092	105315025	77.87					520	
03/16/06	ELECTRIC SERVICE	A	02/10/06 03/14/06	29683	105315025	87.80					591	
04/14/06	ELECTRIC SERVICE	A	03/14/06 04/12/06	30155	105315025	71.16					472	
05/16/06	ELECTRIC SERVICE	A	04/12/06 05/12/06	30537	105315025	58.58					382	
06/12/06	***ELECTRIC SERVICE TERMINATED FOR NON-PAYMENT											
06/22/06	ELECTRIC SERVICE	A	05/12/06 06/12/06	30983	105315025	67.51					446	
						796.31					5503	
06/12/06	***ELECTRIC SERVICE TERMINATED FOR NON-PAYMENT											
11/06/06	Bill Out DPA due to Default							19,803.67				
11/28/07	ELECTRIC SERVICE	A	10/05/06 11/06/06	33337	105315025	70.87		06/12/06 10/05/06			2354	
11/28/07	ELECTRIC SERVICE	A	11/06/06 12/07/06	33855	105315025	77.57					518	
11/28/07	ELECTRIC SERVICE	A	12/07/06 01/10/07	34466	105315025	90.58					611	
11/28/07	ELECTRIC SERVICE	A	01/10/07 02/11/07	35179	105315025	110.72					713	
11/28/07	ELECTRIC SERVICE	A	02/11/07 03/12/07	35738	105315025	87.92					559	
11/28/07	ELECTRIC SERVICE	A	03/12/07 04/10/07	36226	105315025	77.41					488	
11/28/07	ELECTRIC SERVICE	A	04/10/07 05/09/07	36640	105315025	66.46					414	
11/28/07	ELECTRIC SERVICE	A	05/09/07 06/10/07	37058	105315025	67.06					418	
11/28/07	ELECTRIC SERVICE	A	06/10/07 07/10/07	37547	105315025	77.57					489	
11/28/07	ELECTRIC SERVICE	A	07/10/07 08/08/07	38034	105315025	77.27					487	
11/28/07	ELECTRIC SERVICE	A	08/08/07 09/09/07	38580	105315025	86.97					546	
11/28/07	ELECTRIC SERVICE	A	09/09/07 10/08/07	39019	105315025	70.15				6152	439	
11/29/07	ELECTRIC SERVICE	A	10/08/07 11/06/07	39420	105315025	64.53					401	
12/10/07	ELECTRIC SERVICE	A	11/06/07 12/09/07	39960	105315025	85.11					540	
						1,110.19					8977	
12/26/07	Bill Out DPA due to Default							317.67				
01/11/08	ELECTRIC SERVICE	A	12/09/07 01/10/08	40569	105315025	95.32					609	
02/12/08	ELECTRIC SERVICE	A	01/10/08 02/11/08	41129	105315025	87.24					560	
03/12/08	ELECTRIC SERVICE	A	02/11/08 03/11/08	41633	105315025	79.02					504	
04/10/08	ELECTRIC SERVICE	A	03/11/08 04/09/08	42047	105315025	65.82					414	

Complainant's Exhibit 6 (6 pages)

04/11/07	GAS SERVICE	A	03/12/07 04/10/07	2801	018881972	168.74	121
05/10/07	GAS SERVICE	A	04/10/07 05/09/07	2861	018881972	87.29	60
06/11/07	GAS SERVICE	A	05/09/07 06/10/07	2881	018881972	33.88	20
07/11/07	GAS SERVICE	A	06/10/07 07/10/07	2898	018881972	29.87	17
08/09/07	GAS SERVICE	A	07/10/07 08/08/07	2910	018881972	23.20	12
09/10/07	GAS SERVICE	A	08/08/07 09/09/07	2925	018881972	27.19	15
10/09/07	GAS SERVICE	A	09/09/07 10/08/07	2942	018881972	29.87	17
11/07/07	GAS SERVICE	A	10/08/07 11/06/07	2999	018881972	83.28	57
						1,474.11	1075
11/28/07	Bill cancelled (gas- 10/2006 to 10/8/070					1,474.11	937
11/28/07	GAS SERVICE	A	10/05/06 11/06/06	2005	018881972	111.47	
11/28/07	GAS SERVICE	A	11/06/06 12/07/06	2113	018881972	145.18	
11/28/07	GAS SERVICE	A	12/12/06 01/12/07	2264	018881972	194.94	
11/28/07	GAS SERVICE	A	01/10/07 02/11/07	2478	018881972	273.20	
11/28/07	GAS SERVICE	A	02/11/07 03/12/07	2680	018881972	266.00	
11/28/07	GAS SERVICE	A	03/12/07 04/10/07	2801	018881972	168.74	
11/28/07	GAS SERVICE	A	04/10/07 05/09/07	2861	018881972	87.29	
11/28/07	GAS SERVICE	A	05/09/07 06/10/07	2881	018881972	33.88	
11/28/07	GAS SERVICE	A	06/10/07 07/10/07	2898	018881972	29.87	
11/28/07	GAS SERVICE	A	07/10/07 08/08/07	2910	018881972	23.20	
11/28/07	GAS SERVICE	A	08/08/07 09/09/07	2925	018881972	27.19	
11/28/07	GAS SERVICE	A	09/09/07 10/08/07	2942	018881972	29.87	1018
11/29/07	GAS SERVICE	A	10/08/07 11/06/07	2999	018881972	83.28	57
12/10/07	GAS SERVICE	A	11/06/07 12/09/07	3176	018881972	240.97	177
12/26/07	Bill Out DPA due to Default					317.67	
01/11/08	GAS SERVICE	A	12/09/07 01/10/08	3364	018881972	248.15	188
02/12/08	GAS SERVICE	A	01/10/08 02/11/08	3563	018881972	262.06	199
03/12/08	GAS SERVICE	A	02/11/08 03/11/08	3743	018881972	244.88	180
04/10/08	GAS SERVICE	A	03/11/08 04/09/08	3870	018881972	183.16	127
05/09/08	GAS SERVICE	A	04/09/08 05/08/08	3913	018881972	66.75	43
06/10/08	GAS SERVICE	A	05/08/08 06/09/08	3946	018881972	55.63	33
07/11/08	GAS SERVICE	A	06/09/08 07/10/08	3960	018881972	30.69	14
08/11/08	GAS SERVICE	A	07/10/08 08/10/08	3974	018881972	30.69	14
09/10/08	GAS SERVICE	A	08/10/08 09/09/08	3990	018881972	33.62	16
10/09/08	GAS SERVICE	A	09/09/08 10/08/08	4008	018881972	35.79	18
11/07/08	GAS SERVICE	A	10/08/08 11/06/08	4073	018881972	110.51	65
12/10/08	GAS SERVICE	A	11/06/08 12/09/08	4254	018881972	280.11	181
01/13/09	GAS SERVICE	A	12/09/08 01/12/09	4486	018881972	314.87	232
02/12/09	GAS SERVICE	A	01/12/09 02/11/09	4735	018881972	354.23	249
03/13/09	GAS SERVICE	A	02/11/09 03/12/09	4923	018881972	258.14	188
04/13/09	GAS SERVICE	A	03/12/09 04/12/09	5056	018881972	173.76	133
05/12/09	GAS SERVICE	A	04/12/09 05/11/09	5111	018881972	78.18	55
06/11/09	GAS SERVICE	A	05/11/09 06/10/09	5130	018881972	33.09	19
07/13/09	GAS SERVICE	A	06/10/09 07/12/09	5141	018881972	22.58	11
						2,816.89	1965
01/14/04	LATE PAYMENT CHARGE					62.65	
02/13/04	LATE PAYMENT CHARGE					65.77	
03/15/04	LATE PAYMENT CHARGE					71.49	
04/14/04	LATE PAYMENT CHARGE					76.04	
05/14/04	LATE PAYMENT CHARGE					80.79	
06/15/04	LATE PAYMENT CHARGE					83.15	
07/15/04	LATE PAYMENT CHARGE					90.54	
08/13/04	LATE PAYMENT CHARGE					92.63	
09/15/04	LATE PAYMENT CHARGE					94.72	
10/15/04	LATE PAYMENT CHARGE					97.00	
11/12/04	LATE PAYMENT CHARGE					99.19	
12/14/04	LATE PAYMENT CHARGE					101.75	
01/14/05	LATE PAYMENT CHARGE					104.87	
02/14/05	LATE PAYMENT CHARGE					109.90	

03/15/05	LATE PAYMENT CHARGE	115.29	
04/14/05	LATE PAYMENT CHARGE	120.20	
01/17/06	LATE PAYMENT CHARGE	18.04	
02/14/06	LATE PAYMENT CHARGE	27.57	
03/16/06	LATE PAYMENT CHARGE	36.64	
04/14/06	LATE PAYMENT CHARGE	46.27	
05/16/06	LATE PAYMENT CHARGE	54.00	
07/13/06	LATE PAYMENT CHARGE	59.89	
08/11/06	LATE PAYMENT CHARGE	66.07	
09/11/06	LATE PAYMENT CHARGE	70.87	
10/09/06	LATE PAYMENT CHARGE	73.95	
		453.30	
11/06/06	Bill Out DPA due to Default	19,803.67	
01/09/07	LATE PAYMENT CHARGE	292.78	
02/12/07	LATE PAYMENT CHARGE	295.70	
03/12/07	LATE PAYMENT CHARGE	298.30	
04/10/07	LATE PAYMENT CHARGE	302.29	
05/08/07	LATE PAYMENT CHARGE	304.82	
06/05/07	LATE PAYMENT CHARGE	306.13	
07/09/07	LATE PAYMENT CHARGE	305.14	
08/07/07	LATE PAYMENT CHARGE	305.59	
09/05/07	LATE PAYMENT CHARGE	305.60	
10/08/07	LATE PAYMENT CHARGE	309.33	
05/12/09	LATE PAYMENT CHARGE	336.62	
06/09/09	LATE PAYMENT CHARGE	335.67	
07/13/09	LATE PAYMENT CHARGE	335.56	
		4,033.53	
12/20/04	Payment		30.24
01/11/05	Payment		148.00
05/05/05	Payment		325.67
06/06/05	Payment		380.00
07/18/05	Payment		400.00
08/05/05	Payment		200.00
08/26/05	Payment		200.00
09/28/05	Payment		200.00
11/30/05	Payment		200.00
12/01/05	Deposit cancelled		318.00
12/16/05	Payment		100.00
06/08/06	Payment		720.14
			3,222.05
06/12/06	***ELECTRIC SERVICE TERMINATED FOR NON-PAYMENT		
08/08/06	Payment		150.00
08/11/06	DEPOSIT	138.00	
09/07/06	Payment		120.51
09/11/06	DEPOSIT	69.00	
10/09/06	DEPOSIT	69.00	
10/30/06	Payment		195.49
11/06/06	Bill Out DPA due to Default	19,803.67	
12/01/06	Payment		111.47
01/08/07	Payment		75.00
03/08/07	Payment		100.00
07/02/07	Payment		100.00
09/04/07	Payment		23.20
10/08/07	Payment		27.19
11/06/07	Payment		29.98
12/03/07	Payment		83.28
12/26/07	Bill Out DPA due to Default	317.67	
01/30/08	Payment		50.00
04/14/08	Payment		120.00

04/21/08	Payment	50.00
05/05/08	Payment	250.00
06/09/08	Payment	125.00
08/01/08	Payment	106.00
10/06/08	Deposit Interest	16.61
10/07/08	Payment	97.68
11/03/08	Payment	100.00
12/01/08	Payment	60.00
01/05/09	Payment	75.00
02/02/09	Payment	140.00
02/09/09	Payment	50.00
02/12/09	ADJUSTMENT	1,989.07
03/02/09	Payment	25.00
03/09/09	Payment	100.00
05/01/09	Payment	50.00
05/04/09	Payment	60.00
06/01/09	Payment	200.00
07/07/09	Payment	100.00
		4,780.48

**04/15/05	PAYMENT AGREEMENT (NEW)	25,924.86					
05/16/05	PAYMENT AGREEMENT	360.07	504.63		06/06/05	439	64
06/15/05	PAYMENT AGREEMENT	360.07	580.26	124.53	07/06/05	445	21
07/15/05	PAYMENT AGREEMENT	360.07	1,180.63	580.26	08/08/05	424	11
08/15/05	PAYMENT AGREEMENT	360.07	1,113.60	580.63	09/06/05	532	9
09/15/05	PAYMENT AGREEMENT	360.07	1,438.38	913.60	10/06/05	453	11
10/14/05	PAYMENT AGREEMENT	360.07	1,675.87	1,238.38	11/07/05	351	15
11/14/05	PAYMENT AGREEMENT	360.07	2,209.43	1,675.87	12/05/05	461	78
12/14/05	PAYMENT AGREEMENT	360.07	352.37	2,060.63	01/04/06	671	177
01/17/06	PAYMENT AGREEMENT	360.07					
02/14/06	SPECIAL PAYMENT AGREEMENT	360.07					
03/16/06	PAYMENT AGREEMENT	360.07					
04/14/06	PAYMENT AGREEMENT	360.07					
05/16/06	PAYMENT AGREEMENT	360.07					
07/13/06	PAYMENT AGREEMENT	360.07					
08/11/06	PAYMENT AGREEMENT	360.07					
09/11/06	PAYMENT AGREEMENT	360.07					
10/09/06	PAYMENT AGREEMENT	360.07					
11/06/06	Bill Out DPA due to Default	19,803.67					
10/05/07	PAYMENT AGREEMENT	332.79					
11/07/07	SPECIAL PAYMENT AGREEMENT	7.56					
12/10/07	SPECIAL PAYMENT AGREEMENT	7.56					
12/26/07	Bill Out DPA due to Default	317.67					
01/14/04	PUC AGREEMENT	100.00	6,844.47	6,594.98	02/04/04	683	46
02/13/04	PUC AGREEMENT	100.00	7,367.96	6,910.44	03/08/04	615	247
03/15/04	PUC AGREEMENT	100.00	7,803.11	7,439.45	04/05/04	488	169
04/14/04	PUC AGREEMENT	100.00	8,109.79	7,879.14	05/05/04	529	170
05/14/04	PUC AGREEMENT	100.00	8,379.42	8,190.52	06/07/04	426	18
06/15/04	PUC AGREEMENT	100.00	8,864.22	8,273.67	07/06/04	412	362
07/15/04	PUC AGREEMENT	100.00	9,122.43	8,954.76	08/05/04	425	0
08/13/04	PUC AGREEMENT	100.00	9,382.21	9,215.06	09/07/04	421	0
09/15/04	PUC AGREEMENT	100.00	9,659.26	9,476.93	10/06/04	533	0
10/15/04	PUC AGREEMENT	100.00	9,931.23	9,756.26	11/08/04	400	9
11/12/04	PUC AGREEMENT	100.00	10,235.75	10,030.42	03/02/05	32	18
12/14/04	PUC AGREEMENT	100.00	10,586.40	10,337.50	01/04/05	504	61
01/14/05	PUC AGREEMENT	100.00	10,915.94	10,513.03	02/07/05	643	181
02/14/05	PUC AGREEMENT	100.00	11,456.72	11,025.62	03/07/05	573	214
03/15/05	PUC AGREEMENT	100.00	11,964.77	11,572.01	04/05/05	516	185
04/14/05	PUC AGREEMENT	100.00	12,410.64	12,084.97	05/05/05	521	124
12/14/05	Regular Bill	9.13					

01/17/06	Regular Bi II	402.96	2,691.11	02/07/06	624	188
02/14/06	Regular Bi II	365.04	3,481.71	03/07/06	520	170
03/16/06	Regular Bi II	410.13	4,243.46	04/06/06	591	196
04/14/06	Regular Bi II	259.01	5,059.93	05/08/06	472	116
05/16/06	Regular Bi II	110.93	5,733.01	06/06/06	382	29
06/22/06	Regular Bi II	106.47	5,123.80	07/13/06	446	21
07/13/06	Regular Bi II	27.38	5,650.23	08/03/06		14
08/11/06	Regular Bi II	162.51	5,953.75	09/05/06		12
09/11/06	Regular Bi II	93.05	6,426.69	10/02/06		12
10/09/06	Regular Bi II	93.49	6,953.76	10/30/06		15
11/07/06	Regular Bi II	26,768.90	26,657.43	11/28/06		81
12/08/06	Regular Bi II	26,802.61	26,657.43	01/02/07		108
01/11/07	Regular Bi II	27,215.33	27,020.39	02/05/07		151
02/12/07	Regular Bi II	27,784.23	27,511.03	03/05/07		214
03/13/07	Regular Bi II	28,248.53	27,982.53	04/03/07		202
04/11/07	Regular Bi II	28,719.56	28,555.82	05/02/07		121
05/10/07	Regular Bi II	29,111.67	29,024.38	05/31/07		60
06/11/07	Regular Bi II	29,451.68	29,417.80	07/02/07		20
07/11/07	Regular Bi II	29,686.69	29,656.82	08/01/07		17
08/09/07	Regular Bi II	30,015.48	29,992.28	08/30/07		12
09/10/07	Regular Bi II	30,325.07	30,297.88	10/01/07		15
10/09/07	Regular Bi II	30,304.29	30,274.42	10/30/07		17
11/07/07	Regular Bi II	30,365.26	30,274.42	11/28/07		57
11/28/07	Regular Bi II	31,242.53	28,883.59	12/19/07	6152	1018
11/29/07	Regular Bi II	31,390.34	28,891.15	12/20/07	401	57
12/10/07	Regular Bi II	31,640.70	31,159.25	12/31/07	540	177
01/11/08	Regular Bi II	32,301.84	31,958.37	02/04/08	609	188
02/12/08	Regular Bi II	32,601.14	32,251.84	03/04/08	560	199
03/12/08	Regular Bi II	32,925.04	32,601.14	04/03/08	504	180
04/10/08	Regular Bi II	33,174.02	32,925.04	05/02/08	414	127
05/09/08	Regular Bi II	32,875.29	32,754.02	06/02/08	337	43
06/10/08	Regular Bi II	32,874.68	32,750.29	07/02/08	434	33
07/11/08	Regular Bi II	32,981.62	32,874.68	08/04/08	485	14
08/11/08	Regular Bi II	32,990.46	32,875.62	09/02/08	534	14
09/10/08	Regular Bi II	33,088.14	32,990.46	10/02/08	402	16
11/07/08	Regular Bi II	33,151.50	32,970.32	12/01/08	447	65
12/10/08	Regular Bi II	33,458.85	33,091.50	01/02/09	560	181
01/13/09	Regular Bi II	33,798.58	33,383.85	02/04/09	646	232
02/12/09	Regular Bi II	32,056.33	31,619.51	03/06/09	522	249
03/13/09	Regular Bi II	32,257.97	31,931.33	04/06/09	427	188
04/13/09	Regular Bi II	32,500.08	32,257.97	05/05/09	426	133
05/12/09	Regular Bi II	32,863.59	32,726.70	06/03/09	361	55
06/11/09	Regular Bi II	33,091.36	32,999.26	07/06/09	363	19
07/13/09	Regular Bi II	33,409.38	33,326.92	08/04/09	368	11

PECO submit 3



Business Services Company

Take PECO Account

Legal Department

Exelon Business Services Company
2301 Market Street/ 523-1
P.O.Box 8699
Philadelphia, PA 19101-8699

Telephone 215.841.5544
Fax 215.568.3389
www.exeloncorp.com

Direct Dial: 215 841-6841

November 9, 2009

Deborah L. Anderson
526 Fern Street
Yeadon, PA 19050

**Re: Deborah L. Anderson v. PECO Energy Company
PUC Docket No. C-2009-2136754**

Dear Ms. Anderson:

Enclosed is a copy of PECO Energy Company's Answer to the complaint filed in the above-referenced docket. The law requires PECO Energy to file an answer to your Public Utility Commission complaint. Keep these papers for your records. This Answer is not a decision on your complaint. If there is a "Notice to Plead" attached to this Answer, you should review the Notice to Plead for information on how to respond to a New Matter (a paragraph at the end of the Answer) and/or Motion to Dismiss (a separate document after the Answer) that may have been included with the Answer. If there is not a New Matter or a Motion to Dismiss, you do not need to reply.

Soon, the Public Utility Commission will schedule either a settlement conference or a hearing on your complaint. The Commission will let you know by mail whether there will be a conference or a hearing and will include instructions on what to do next. If the matter is set for hearing, the notice will provide you with information about the date, time and place of the hearing. If we are unable to resolve your complaint and have to proceed with a hearing, a judge will be at the hearing and will decide your complaint. You must call the Public Utility Commission if you have any questions about the hearing or if you cannot attend the hearing.

If you have any questions or concerns at any time, please do not hesitate to contact me at the above listed number.

Very truly yours,

Ken Massey
Counsel for PECO Energy Company

Enc.

Legal Department

Exelon Business Services Company
2301 Market Street/ S23-1
P.O.Box 8699
Philadelphia, PA 19101-8699

Telephone 215.841.5544
Fax 215.568.3389
www.exeloncorp.com

Business Services
Company

Direct Dial: 215.841.6841

November 9, 2009

James McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

Re: **Deborah L. Anderson v. PECO Energy Company**
PUC Docket No. C-2009-2136754

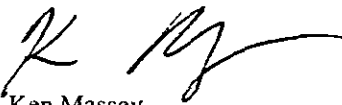
Dear Mr. McNulty:

Enclosed for filing with the Commission are the following documents and copies in the matter referenced above.

<u> X </u>	Answer (Original and 3 copies)
<u> </u>	Motion to Consolidate (original and 3 copies)
<u> </u>	Motion for Judgment on the Pleadings (original and 3 copies)
<u> </u>	Preliminary Objection (original and 3 copies)
<u> </u>	Exceptions (original and 9 copies)
<u> </u>	Reply Exceptions (original and 9 copies)
<u> </u>	Brief (original and 9 copies)
<u> </u>	Reply Brief (original and 9 copies)

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Also enclosed is an extra copy of this letter, which I request that you date stamp and return to me in the envelope provided as proof of filing. Thank you for your time and attention on this matter.

Very truly yours,



Ken Massey
Counsel for PECO Energy Company

KM/zyr

Enc.

Scheduling recommendation: CALL OF THE DOCKET X NON-CALL OF THE DOCKET

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DEBORAH ANDERSON	:	
	:	
v.	:	DOCKET NO. C-2009-2136754
	:	
PECO ENERGY COMPANY	:	

ANSWER OF RESPONDENT, PECO ENERGY COMPANY

PECO Energy Company (“PECO Energy”), pursuant to 52 Pa. Code § 5.61, responds to the Complaint and states:

1. Admitted.
2. Admitted.
3. Admitted.
4. Accepted in part, denied in part. PECO Energy denies the averments in paragraph

4 of attachment 1 of the Complaint, except as explicitly admitted herein. To the extent any averments are legal conclusions, no response is required. To the extent a response is required, the averments are denied. For the reasons stated below, PECO Energy requests dismissal of the Complaint.

Charges on Complainant’s Bill Are Correct

PECO Energy denies that there are incorrect charges on Complainant’s account. Complainant’s current account balance is \$34,353.97 (“balance”). (See Exhibit 1, PECO account summary). The balance represents arrears on Complainant’s PECO account. Complainant’s analysis of the balance based on her current usage extrapolated over four years is faulty because the prior unpaid balance represents utility usage covering over four years and fails to account for late fees, which PECO assesses in accordance with Pennsylvania law.

PECO Energy further responds that it credits customer payments towards the oldest balances first as a matter of company policy. To the extent Complainant's averments concerning the apportionment of her payments and their consistency with Pennsylvania law, they are legal conclusions and no response is required. To the extent a response is required, the averments are denied.

There Are No Reliability, Safety, or Quality Problems with Her Utility Service

PECO Energy is unclear as to Complainant's precise allegations regarding the reliability, safety, and/or quality problems with her utility service. Regardless, PECO Energy denies any such problems with Complainant's utility service. PECO Energy has previously responded to similar concerns. In response to one such request, PECO installed a new gas meter at Complainant's residence in November 2004. (*See Exhibit 5, p. 2*).

Complainant Is Not Entitled To another Payment Agreement

PECO Energy denies Complainant is entitled to another payment agreement. Complainant has in fact received multiple payment agreements already and has defaulted on them. (*See Exhibit 2, BCS report 2582481: "Dismissal also as ratepayer has had two or more PAR's on acct w/@ least one being a PUC PAR"; Exhibit 4, BCS Inbound Closing Report, June 19, 2006 ("Dismiss 1405D ... Prior PUC and Co. PARS not kept"); Exhibit 5, April 30, 2009 PUC Decision, p. 8 (customer violated November 2001 BCS agreement)*).

As a result of multiple defaulted payment agreements, including a PUC agreement, Complainant is not eligible for another payment agreement from the PUC or the Company. *See 66 Pa.C.S. § 1405(d). In George Crawford v. National Fuel Gas Distribution Corp., C-20066348 (entered December 6, 2007), the Commission clarified its ability to issue*

payment agreements is limited by the provision of Section 1405(b)-(f). The Commission held that as long as a customer or applicant has not received a prior payment arrangement from the Commission, Subsection 1405 permits the Commission to issue a payment arrangement for the customer. *Id.* However, “the Commission has a responsibility to exercise its authority very judiciously when a utility has lawfully terminated a customer for nonpayment. Specifically, this Commission should exercise its discretion only on behalf of customers who have demonstrated some evidence of good faith efforts to pay their utility bills....” *Id.*

Based on her history of defaulted payment agreements and inconsistent payments, PECO Energy denies that Complainant is entitled to another payment agreement.

PECO Energy Properly Rejected the Purported Medical Certificate

PECO Energy denies that it improperly denied Complainant’s medical certificate, which is attached to the Complaint. The submitted medical certificate is not signed or endorsed by a doctor or health care practitioner. As such, PECO Energy properly rejected the medical certificate. PECO Energy further responds that it previously placed at least three medical extensions on the account, on May 4, 2006, August 3, 2007, and July 6, 2009. (*See Exhibit 2, BCS report 2582481*). Complainant has not made equitable payments, which are required for further medical extensions.

PECO Energy Denies All Other Allegations

PECO Energy denies Complainant’s averments concerning recent letters sent by Complainant or her attorney to PECO Energy. PECO Energy admits receipt of Complainant’s September 2009 payments but is without knowledge to respond to the other communications allegedly sent to PECO Energy.

PECO Energy admits that it sent the termination notice to Complainant attached to the complaint. PECO Energy denies that that the notice was improper. PECO Energy may properly terminate utility service based on account delinquency, which as stated above exceeds \$30,000 on Complainant's account.

5. This paragraph is a request for relief and no answer is required. To the extent a response is required, the averments are denied.

6. PECO Energy is without sufficient information to confirm or deny this statement.

7. Admitted.

NEW MATTER OF RESPONDENT, PECO ENERGY COMPANY

PECO Energy, pursuant to 52 Pa. Code § 5.62(b), further responds to the Complaint and states:

Breached Prior PUC Agreement

1. Complainant has already defaulted on a PUC issued payment agreement. (*See* Exhibit 2, BCS report 2582481: "Dismissal also as ratepayer has had two or more PAR's on acct w/@ least one being a PUC PAR"; Exhibit 4, BCS Inbound Closing Report, June 19, 2006 ("Dismiss 1405D ... Prior PUC and Co. PARS not kept"); Exhibit 5, April 30, 2009 PUC Decision, p. 8 (customer violated November 2001 BCS agreement)).

2. Complainant should not be granted another agreement from the PUC. *See* 66 Pa.C.S. 1405(d); *George Crawford v. National Fuel Gas Distribution Corp.*, C-20066348 (Dec. 6, 2007). Section 1405(d) of the Public Utility Code provides that, "(a)bsent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment agreement if a customer has defaulted on a previous payment agreement." As

Complainant has not established a change in income, she should not be granted an additional agreement from the PUC.

Claim and Issue Preclusion

3. The PUC has previously adjudicated a formal complaint filed by the Complainant regarding the same outstanding balance. (*See Exhibit 5, PUC Order, April 30, 2009*) (“Prior Complaint”).

4. Both complaints concern Complainant’s PECO utility service and arrears from 526 Fern Street in Yeadon, Pennsylvania.

5. The Prior Complaint asserts “that it is impossible for [Complainant] to have a \$30,000 balance for a single family home with one working adult.” (*See id.*, at p. 2).

6. The instant complaint alleges Complainant does “not owe the alleged \$33,696.75 past due amount.”

7. Complainant avers in both the Prior Complaint and the instant complaint that she does not owe the late fees assessed by PECO. (*See id.*, at p. 4; Complaint, para. 5).

8. Complainant had the time and opportunity to fully litigate the purportedly incorrect utility charges and late fees in the Prior Complaint and proceedings.

9. With the exception of some gas charges, the Commission found that PECO Energy’s charges were appropriate in its order adjudicating the Prior Complaint.

10. Complainant cannot relitigate the issues and claims raised and decided in the Prior Complaint under the doctrines of res judicate and collateral estoppel.

Res Judicata

11. The doctrine of res judicata operates to prevent re-litigation of claims already litigated fully on the merits.

12. As stated in *Frank Tomazin v. Pennsylvania-American Water Company*, 1997 Pa. PUC Lexis 52 , 4 (1997), the Commission explained that “[t]he policies underlying the doctrine of res judicata are minimizing the judicial energy devoted to individual cases, establishing certainty and respect for court judgments, and protecting the party relying on the prior adjudication from vexatious litigation.”

13. The application of res judicata requires four elements, as established in *Tomazin*. All are met here. First, the identity of the thing sued upon must be demonstrated. The subject of both complaints are disputed utility charges and late fees. Complainant has previously raised the dispute that PECO overcharges her, and it was already decided.

14. Next, the identity of the cause of action must be determined. In both instances, the cause of action was the justness and reasonableness of the billing that PECO Energy issued to Complainant. With the exception of some gas charges, the Commission found that PECO Energy’s charges were appropriate in its order adjudicating the Prior Complaint. (*See Exhibit 5, p. 5*).

15. Thirdly, it must be shown that the parties to both matters are identical. This is undoubtedly true here, as Complainant is Deborah Anderson for both complaints.

16. Lastly, the quality or capacity of the parties sued or being sued must be established. Both parties – Complainant and PECO Energy – plainly possess the capacity to sue and be sued.

17. Having met the elements for res judicata, PECO Energy seeks dismissal of the instant complaint in order to minimize the judicial energy devoted to this single dispute, promote certainty and respect for court judgments, and protect PECO from vexatious litigation.

Collateral Estoppel

18. The doctrine of collateral estoppel operates to prevent re-litigation of issues already litigated fully on the merits.

19. As stated in *Jane A. Suprick and Ransom T'wp v. Commw. Telephone Co.*, Docket Nos. C-00903161: C-00903197, 1995 Pa. PUC Lexis 15, n. 5 (1995) citing *Thal v. Krawitz*, 355 Pa. 30, 47 A.2d 648 (1946), collateral estoppel applies to “only those matters or issues in points controverted upon which the finding of fact was rendered.”

20. To support PECO Energy’s claim for collateral estoppel, the five conditions set out in the *Suprick and Ransom* case are met in this instance. First, the issue decided in the prior instance must be identical to one presented in the instant matter. The issue is the same in both instances, that there are incorrect charges on Complainant’s account. Complainant alleged in her Prior Complaint that her bills were high compared to her usage and that the late fees are unfair. In her current, Complaint maintains the identical assertion.

21. A decision on the merits was made on the Prior Complaint. (*See Exhibit 5*). That was Complainant’s opportunity to fully litigate the reasons why she believe she believed PECO was overcharging her. Complainant is not entitled to another bite of the apple.

22. Second, there must have been a final judgment on the merits in the first instance. As stated earlier, a hearing was held where the issue was fully litigated and an initial decision was rendered on the merits. (*See id.*).

23. Third, the party against whom the Complaint is asserted must be a party in the first instance. PECO Energy Company is the party against whom the complaint was asserted in both instances.

24. Fourth, the party had a full and fair opportunity to litigate the case in the first instance. Complainant had a full and fair opportunity to litigate the relevant issue in the Prior Complaint as she participated in the initial hearing.

25. Finally, the determination in the first instance was essential to the judgment. The Commission's holding regarding the alleged overcharges was clearly essential to the judgment because it dismissed her incorrect billing dispute.

26. Accordingly, to prevent the relitigation of issues already decided by the Commission, PECO Energy seeks dismissal of the complaint under the doctrine of collateral estoppel.

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant Complaint.

Respectfully Submitted,



Ken Massey
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Fax: 215.568.3389
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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DEBORAH ANDERSON	:	
	:	
v.	:	DOCKET NO. C-2009-2136754
	:	
PECO ENERGY COMPANY	:	

VERIFICATION

I, Ken Massey, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: November 9, 2009



Ken Massey

*** Account Information ***

Account Number: 18368-00302
 Account Status: Active
 Requested By:
 (610)623-4438 Extension:
 Mail To: DEBORAH ANDERSON
 526 FERN ST
 YEADON PA 19050

*** Current Account Status ***

Current Bill: \$114.84
 Billed Prior: \$32875.62
 Balance Due: \$32990.46
 Service Address: 526 FERN ST
 YEADON PA 19050
 Deposit On-Hand: \$276.00
 Rate: Gas Residential Heating Service
 Electric Residential Service

new ex. 5 normal

DATE	CHARGE TYPE	TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
11/30/05	Payment						\$200.00						
12/01/05	Deposit cancelled						\$318.00	\$25059.80					
12/14/05	GAS SERVICE		11/10/05 12/12/05	1151	018881972	\$260.00		\$352.37	\$2060.63	01/04		177	
12/14/05	Regular Bill												
12/14/05	ELECTRIC SERVICE		11/10/05 12/12/05	27948	105315025	\$92.37							
12/14/05	SPECIAL PAYMENT AGREEMENT					\$360.07							
12/14/05	Regular Bill					\$9.13					671		
12/16/05	Payment						\$100.00						
01/17/06	GAS SERVICE		12/12/05 01/12/06	1339	018881972	\$316.69							
01/17/06	ELECTRIC SERVICE		12/12/05 01/12/06	28572	105315025	\$86.27							
01/17/06	SPECIAL PAYMENT AGREEMENT					\$360.07							
01/17/06	Late Payment Charge					\$18.04							
01/17/06	Regular Bill							\$402.96	\$2691.11	02/07	624	188	
02/14/06	GAS SERVICE		01/12/06 02/10/06	1509	018881972	\$287.17							
02/14/06	ELECTRIC SERVICE		01/12/06 02/10/06	29092	105315025	\$77.87							
02/14/06	SPECIAL PAYMENT AGREEMENT					\$360.07							
02/14/06	Late Payment Charge					\$27.57							
02/14/06	Regular Bill							\$365.04	\$3481.71	03/07	520	170	
03/16/06	GAS SERVICE		02/10/06 03/14/06	1705	018881972	\$322.33							
03/16/06	ELECTRIC SERVICE		02/10/06 03/14/06	29683	105315025	\$87.80							
03/16/06	SPECIAL PAYMENT AGREEMENT					\$360.07							
03/16/06	Late Payment Charge					\$36.64							
03/16/06	Regular Bill							\$410.13	\$4243.46	04/06	591	196	
04/14/06	GAS SERVICE		03/14/06 04/12/06	1821	018881972	\$187.85							
04/14/06	ELECTRIC SERVICE		03/14/06 04/12/06	30155	105315025	\$71.16							
04/14/06	SPECIAL PAYMENT AGREEMENT					\$360.07							
04/14/06	Late Payment Charge					\$46.27							
04/14/06	Regular Bill							\$259.01	\$5059.93	05/08	472	116	
05/16/06	GAS SERVICE		04/12/06 05/12/06	1850	018881972	\$52.35							
05/16/06	ELECTRIC SERVICE		04/12/06 05/12/06	30537	105315025	\$58.58							
05/16/06	SPECIAL PAYMENT AGREEMENT					\$360.07							
05/16/06	Late Payment Charge					\$54.00							
05/16/06	Regular Bill							\$110.93	\$5733.01	06/06	382	29	
06/08/06	Payment						\$720.14						
06/22/06	GAS SERVICE		05/12/06 06/12/06	1871	018881972	\$38.96							
06/22/06	ELECTRIC SERVICE		05/12/06 06/12/06	30983	105315025	\$67.51							
06/22/06	Regular Bill							\$106.47	\$5123.80	07/13	446	21	
07/13/06	GAS SERVICE		06/12/06 07/11/06	1885	018881972	\$27.38							
07/13/06	SPECIAL PAYMENT AGREEMENT					\$360.07							
07/13/06	Late Payment Charge					\$59.89							
07/13/06	Regular Bill							\$27.38	\$5650.23	08/03		14	
08/08/06	Payment						\$150.00						
08/11/06	GAS SERVICE		07/11/06 08/09/06	1897	018881972	\$24.51							
08/11/06	DEPOSIT					\$138.00							
08/11/06	SPECIAL PAYMENT AGREEMENT					\$360.07							
08/11/06	Late Payment Charge					\$66.07							
08/11/06	Regular Bill							\$162.51	\$5953.75	09/05		12	
09/07/06	Payment						\$120.51						
09/11/06	GAS SERVICE		08/09/06 09/07/06	1909	018881972	\$24.05							
09/11/06	DEPOSIT					\$69.00							
09/11/06	SPECIAL PAYMENT AGREEMENT					\$360.07							
09/11/06	Late Payment Charge					\$70.87							

TYPE = ACTUAL METER READING UNLESS OTHERWISE NOTED

DATE	CHARGE TYPE	TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
09/11/06	Regular Bill							\$93.05	\$6426.69	10/02		12	
10/09/06	GAS SERVICE		09/07/06 10/05/06	1924	018881972	\$26.49							
10/09/06	DEPOSIT					\$69.00							
10/09/06	SPECIAL PAYMENT AGREEMENT					\$360.07							
10/09/06	Late Payment Charge					\$73.95							
10/09/06	Regular Bill							\$95.49	\$6953.76	10/30		15	
10/30/06	Payment						\$195.49						
11/06/06	Bill Out DPA due to Default					\$19803.67							
11/07/06	GAS SERVICE		10/05/06 11/06/06	2005	018881972	\$111.47							
11/07/06	Regular Bill							\$26768.90	\$26657.43	11/28		81	
12/01/06	Payment						\$111.47						
12/08/06	GAS SERVICE		11/06/06 12/07/06	2113	018881972	\$145.18							
12/08/06	Regular Bill							\$26802.61	\$26657.43	01/02		108	
01/08/07	Payment						\$75.00						
01/09/07	Late Payment Charge					\$292.78							
01/11/07	GAS SERVICE		12/07/06 01/10/07	2264	018881972	\$194.94							
01/11/07	Regular Bill							\$27215.33	\$27020.39	02/05		151	
02/12/07	GAS SERVICE		01/10/07 02/11/07	2478	018881972	\$273.20							
02/12/07	Late Payment Charge					\$295.70							
02/12/07	Regular Bill							\$27784.23	\$27511.03	03/05		214	
03/08/07	Payment						\$100.00						
03/12/07	Late Payment Charge					\$298.30							
03/13/07	GAS SERVICE		02/11/07 03/12/07	2680	018881972	\$266.00							
03/13/07	Regular Bill							\$28248.53	\$27982.53	04/03		202	
04/10/07	Late Payment Charge					\$302.29							
04/11/07	GAS SERVICE		03/12/07 04/10/07	2801	018881972	\$168.74							
04/11/07	Regular Bill							\$28719.56	\$28550.82	05/02		121	
05/08/07	Late Payment Charge					\$304.82							
05/10/07	GAS SERVICE		04/10/07 05/09/07	2861	018881972	\$87.29							
05/10/07	Regular Bill							\$29111.67	\$29024.38	05/31		60	
06/05/07	Late Payment Charge					\$306.13							
06/11/07	GAS SERVICE		05/09/07 06/10/07	2881	018881972	\$33.88							
06/11/07	Regular Bill							\$29451.68	\$29417.80	07/02		20	
07/02/07	Payment						\$100.00						
07/09/07	Late Payment Charge					\$305.14							
07/11/07	GAS SERVICE		06/10/07 07/10/07	2898	018881972	\$29.87							
07/11/07	Regular Bill							\$29686.69	\$29556.82	08/01		17	
08/07/07	Late Payment Charge					\$305.59							
08/09/07	GAS SERVICE		07/10/07 08/08/07	2910	018881972	\$23.20							
08/09/07	Regular Bill							\$30015.48	\$29992.28	08/30		12	
09/04/07	Payment						\$23.10						
09/05/07	Late Payment Charge					\$305.60							
09/10/07	GAS SERVICE		08/08/07 09/09/07	2925	018881972	\$27.19							
09/10/07	Regular Bill							\$30325.07	\$30297.88	10/01		15	
10/05/07	Payment Agreement					\$332.79							
10/08/07	Payment						\$27.19						
10/08/07	Late Payment Charge					\$309.33							
10/09/07	GAS SERVICE		09/09/07 10/08/07	2942	018881972	\$29.87							
10/09/07	Regular Bill							\$30304.29	\$30274.42	10/30		17	
11/06/07	Payment						\$29.87						
11/07/07	GAS SERVICE		10/08/07 11/06/07	2999	018881972	\$83.28							
11/07/07	SPECIAL PAYMENT AGREEMENT					\$7.56							
11/07/07	Regular Bill							\$30365.26	\$30274.42	11/28		57	
11/28/07	Bill cancelled (gas- 10/2006 to 10/8/07)					\$1474.11						937	
11/28/07	GAS SERVICE		10/05/06 11/06/06	2005	018881972	\$111.47							
11/28/07	GAS SERVICE		11/06/06 12/07/06	2113	018881972	\$145.18							
11/28/07	GAS SERVICE		12/07/06 01/10/07	2264	018881972	\$194.94							
11/28/07	GAS SERVICE		01/10/07 02/11/07	2478	018881972	\$273.20							
11/28/07	GAS SERVICE		02/11/07 03/12/07	2680	018881972	\$266.00							
11/28/07	GAS SERVICE		03/12/07 04/10/07	2801	018881972	\$168.74							

TYPE = ACTUAL METER READING UNLESS OTHERWISE NOTED

DATE	CHARGE TYPE	TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
11/28/07	GAS SERVICE		04/10/07 05/09/07	2861	018881972	\$87.29							
11/28/07	GAS SERVICE		05/09/07 06/10/07	2881	018881972	\$33.88							
11/28/07	GAS SERVICE		06/10/07 07/10/07	2898	018881972	\$29.87							
11/28/07	GAS SERVICE		07/10/07 08/08/07	2910	018881972	\$23.20							
11/28/07	GAS SERVICE		08/08/07 09/09/07	2925	018881972	\$27.19							
11/28/07	GAS SERVICE		09/09/07 10/08/07	2942	018881972	\$29.87							
11/28/07	ELECTRIC SERVICE		10/05/06 11/06/06	33337	105315025	\$70.87							
11/28/07	ELECTRIC SERVICE		11/06/06 12/07/06	33855	105315025	\$77.57							
11/28/07	ELECTRIC SERVICE		12/07/06 01/10/07	34466	105315025	\$90.58							
11/28/07	ELECTRIC SERVICE		01/10/07 02/11/07	35179	105315025	\$110.72							
11/28/07	ELECTRIC SERVICE		02/11/07 03/12/07	35738	105315025	\$87.92							
11/28/07	ELECTRIC SERVICE		03/12/07 04/10/07	36226	105315025	\$77.41							
11/28/07	ELECTRIC SERVICE		04/10/07 05/09/07	36640	105315025	\$66.46							
11/28/07	ELECTRIC SERVICE		05/09/07 06/10/07	37058	105315025	\$67.06							
11/28/07	ELECTRIC SERVICE		06/10/07 07/10/07	37547	105315025	\$77.57							
11/28/07	ELECTRIC SERVICE		07/10/07 08/08/07	38034	105315025	\$77.27							
11/28/07	ELECTRIC SERVICE		08/08/07 09/09/07	38580	105315025	\$86.97							
11/28/07	ELECTRIC SERVICE		09/09/07 10/08/07	39019	105315025	\$70.15							
11/28/07	Regular Bill							\$31242.53	\$28883.59	12/19	6152	1018	
11/29/07	GAS SERVICE		10/08/07 11/06/07	2999	018881972	\$83.28							
11/29/07	ELECTRIC SERVICE		10/08/07 11/06/07	39420	105315025	\$64.53							
11/29/07	Regular Bill							\$31390.34	\$28891.15	12/20	401	57	
12/03/07	Payment						\$83.28						
12/10/07	GAS SERVICE		11/06/07 12/09/07	3176	018881972	\$240.97							
12/10/07	ELECTRIC SERVICE		11/06/07 12/09/07	39960	105315025	\$85.11							
12/10/07	SPECIAL PAYMENT AGREEMENT					\$7.56							
12/10/07	Regular Bill							\$31640.70	\$31159.25	12/31	540	177	
12/26/07	Bill Out DPA due to Default					\$317.67							
01/11/08	GAS SERVICE		12/09/07 01/10/08	3364	018881972	\$248.15							
01/11/08	ELECTRIC SERVICE		12/09/07 01/10/08	40569	105315025	\$95.32							
01/11/08	Regular Bill							\$32301.84	\$31958.37	02/04	609	188	
01/30/08	Payment						\$50.00						
02/12/08	GAS SERVICE		01/10/08 02/11/08	3563	018881972	\$262.06							
02/12/08	ELECTRIC SERVICE		01/10/08 02/11/08	41129	105315025	\$87.24							
02/12/08	Regular Bill							\$32601.14	\$32251.84	03/04	560	199	
03/12/08	GAS SERVICE		02/11/08 03/11/08	3743	018881972	\$244.88							
03/12/08	ELECTRIC SERVICE		02/11/08 03/11/08	41633	105315025	\$79.02							
03/12/08	Regular Bill							\$32925.04	\$32601.14	04/03	504	180	
04/10/08	GAS SERVICE		03/11/08 04/09/08	3870	018881972	\$183.16							
04/10/08	ELECTRIC SERVICE		03/11/08 04/09/08	42047	105315025	\$65.82							
04/10/08	Regular Bill							\$33174.02	\$32925.04	05/02	414	127	
04/14/08	Payment						\$120.00						
04/21/08	Payment						\$50.00						
05/05/08	Payment						\$250.00						
05/09/08	GAS SERVICE		04/09/08 05/08/08	3913	018881972	\$66.75							
05/09/08	ELECTRIC SERVICE		04/09/08 05/08/08	42384	105315025	\$54.52							
05/09/08	Regular Bill							\$32875.29	\$32754.02	06/02	337	43	
06/09/08	Payment						\$125.00						
06/10/08	GAS SERVICE		05/08/08 06/09/08	3946	018881972	\$55.63							
06/10/08	ELECTRIC SERVICE		05/08/08 06/09/08	42818	105315025	\$68.76							
06/10/08	Regular Bill							\$32874.68	\$32750.29	07/02	434	33	
07/11/08	GAS SERVICE		06/09/08 07/10/08	3960	018881972	\$30.69							
07/11/08	ELECTRIC SERVICE		06/09/08 07/10/08	43303	105315025	\$76.25							
07/11/08	Regular Bill							\$32981.62	\$32874.68	08/04	485	14	
08/01/08	Payment						\$106.00						
08/11/08	GAS SERVICE		07/10/08 08/10/08	3974	018881972	\$30.69							
08/11/08	ELECTRIC SERVICE		07/10/08 08/10/08	43837	105315025	\$84.15							
08/11/08	Regular Bill							\$32990.46	\$32875.62	09/02	534	14	

TYPE = ACTUAL METER READING UNLESS OTHERWISE NOTED

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
09/10/08	GAS SERVICE	08/10/08 09/09/08	3990	018881972	\$33.62							
09/10/08	ELECTRIC SERVICE	08/10/08 09/09/08	44239	105315025	\$64.06							
09/10/08	Regular Bill						\$33088.14	\$32990.46	10/02	402	16	
10/06/08	Deposit Interest					\$16.61						
10/07/08	Payment					\$97.68						
10/09/08	GAS SERVICE	09/09/08 10/08/08	4008	018881972	\$35.79							
10/09/08	ELECTRIC SERVICE	09/09/08 10/08/08	44618	105315025	\$60.68							
10/09/08	Regular Bill						\$33070.32	\$32973.85	10/31	379	18	
11/03/08	Payment											
11/07/08	GAS SERVICE	10/08/08 11/06/08	4073	018881972	\$110.51							
11/07/08	ELECTRIC SERVICE	10/08/08 11/06/08	45065	105315025	\$70.67							
11/07/08	Regular Bill						\$33151.50	\$32970.32	12/01	447	65	
12/01/08	Payment											
12/10/08	GAS SERVICE	11/06/08 12/09/08	4254	018881972	\$280.11							
12/10/08	ELECTRIC SERVICE	11/06/08 12/09/08	45625	105315025	\$87.24							
12/10/08	Regular Bill						\$33458.85	\$33091.50	01/02	560	181	
01/05/09	Payment											
01/13/09	GAS SERVICE	12/09/08 01/12/09	4486	018881972	\$314.87							
01/13/09	ELECTRIC SERVICE	12/09/08 01/12/09	46271	105315025	\$99.86							
01/13/09	Regular Bill						\$33798.58	\$33383.85	02/04	646	232	
02/02/09	Payment											
02/09/09	Payment											
02/12/09	Adjustment											
02/12/09	GAS SERVICE	01/12/09 02/11/09	4735	018881972	\$354.23							
02/12/09	ELECTRIC SERVICE	01/12/09 02/11/09	46793	105315025	\$82.59							
02/12/09	Regular Bill						\$32056.33	\$31619.51	03/06	522	249	
03/02/09	Payment											
03/09/09	Payment											
03/13/09	GAS SERVICE	02/11/09 03/12/09	4923	018881972	\$258.14							
03/13/09	ELECTRIC SERVICE	02/11/09 03/12/09	47220	105315025	\$68.50							
03/13/09	Regular Bill						\$32257.97	\$31931.33	04/06	427	188	
04/13/09	GAS SERVICE	03/12/09 04/12/09	5056	018881972	\$173.76							
04/13/09	ELECTRIC SERVICE	03/12/09 04/12/09	47646	105315025	\$68.35							
04/13/09	Regular Bill						\$32500.00	\$32257.97	05/05	426	133	
05/01/09	Payment											
05/04/09	Payment											
05/12/09	GAS SERVICE	04/12/09 05/11/09	5111	018881972	\$78.18							
05/12/09	ELECTRIC SERVICE	04/12/09 05/11/09	48007	105315025	\$58.71							
05/12/09	Late Payment Charge				\$336.62							
05/12/09	Regular Bill						\$32863.59	\$32726.70	06/03	361	55	
06/01/09	Payment											
06/09/09	Late Payment Charge				\$335.67							
06/11/09	GAS SERVICE	05/11/09 06/10/09	5130	018881972	\$33.09							
06/11/09	ELECTRIC SERVICE	05/11/09 06/10/09	48370	105315025	\$59.01							
06/11/09	Regular Bill						\$33091.36	\$32999.26	07/06	363	19	
07/07/09	Payment											
07/13/09	GAS SERVICE	06/10/09 07/12/09	5141	018881972	\$22.58							
07/13/09	ELECTRIC SERVICE	06/10/09 07/12/09	48738	105315025	\$59.88							
07/13/09	Late Payment Charge				\$335.56							
07/13/09	Regular Bill						\$33409.38	\$33326.92	08/04	368	11	
07/31/09	Payment											
08/11/09	GAS SERVICE	07/12/09 08/10/09	5150	018881972	\$20.42							
08/11/09	ELECTRIC SERVICE	07/12/09 08/10/09	49078	105315025	\$53.72							
08/11/09	Late Payment Charge				\$335.00							
08/11/09	Regular Bill						\$33740.52	\$33624.38	09/02	340	9	
08/25/09	RECONNECT FEE - CUT-OUT NON-PAY				\$75.00							
09/09/09	Late Payment Charge				\$336.15							
09/10/09	GAS SERVICE	08/10/09 09/09/09	5158	018881972	\$19.36							
09/10/09	ELECTRIC SERVICE	08/10/09 09/09/09	49281	105315025	\$35.40							
09/10/09	Regular Bill						\$34166.43	\$34036.67	10/02	203	8	

TYPE = ACTUAL METER READING UNLESS OTHERWISE NOTED

10/07/09 Late Payment Charge
10/09/09 GAS SERVICE
10/09/09 ELECTRIC SERVICE
10/09/09 Regular Bill
10/22/09 Payment

09/09/09 10/08/09 5171 018881972 \$335.00
09/09/09 10/08/09 49583 105315025 \$24.72
\$50.09

\$40.00
\$74.81

\$34428.78 \$34353.97 11/03 302 13



November 9, 2009

BCS Decision Report

BCS Case #: 002582481 Open Date: 2009-08-21
Customer Name: DEBORAH ANDERSON
Service Address: 526 FERN STREET
YEADON, PA 19050
BCS Bill Account #: 1836800302 Previous Case #: 2091405
Violation Type: NO Chapter Type:
Decision Type: W Section / Rule:
Investigator Name: HAROLD WILLIAMS, JR
Decision Issued Date: 2009-08-27
Case Closed Date: 2009-08-25

Letter Description:

EGW PAR W/SIMPLE DISPUTE/NO PAYMENT AGREEMENT/LEVEL 1

Total Balance:	\$33700.52	Balance Date:	2009-08-24
Amount to Restore Service:	\$0.00	Amount to Continue Service:	\$0.00
Date Payment Due:		Regular Budget Amount:	\$0.00
Special Budget Payment:	\$0.00	Final Bill Monthly Payment:	\$0.00
Plus Arrears Payment:	\$0.00	End of Month Payment:	\$0.00
Current Monthly Payment:	\$0.00		

Payment Terms:

PAR Description:

Resolution Description:

NO PUC PAR DECISION RENDERED...SVC TERM AND RATEPAYER DISPUTES PECO ENERGY REFUSAL TO ISSUE A MED CERT...COMPLAINT DISMISSED PER 56.114(2) AS RATEPAYER HAS HAD THREE MED CERTS ON ACCT BAL (5/4/2006, 8/3/2007 & 7/6/2009) + RECENT FORMAL CASE. DISMISSAL ALSO AS RATEPAYER HAS HAD TWO OR MORE PAR'S ON ACCT W/@ LEAST ONE BEING A PUC PAR...RATEPAYER REFER'D TO UTILITY CO FOR RESTORATION REQUIREMENTS...



November 9, 2009

\$19,803.67 PLUS A CURRENT BILL OF \$111.47 PLUS UNPAID CONSUMPTION OF \$6,853.76 SINCE 4/10/05 EQUATED \$26,768.90. 5) THAT BILLS WERE CANCELLED FROM 10/5/06 TO 10/8/07 ON THE GAS METER FOR 937 CCF AND \$1,474.11 TO PROCESS BACKDATED ELECTRIC SERVICE ORDER. ELECTRIC SERVICE WAS RE-INITIATED IN YOUR NAME EFFECTIVE 10/5/06. ACCOUNT REBILLED FOR 10/5/06 11/6/07. 6) THAT DAILY READINGS WERE BEING RECEIVED ON BOTH THE ELECTRIC AND GAS METER WHICH VERIFIED THE ACCURACY OF THE BILL. 7)

THAT THE COMPANY MAY ACCESS A LATE CHARGE OR PENALTY ON ANY OVERDUE UTILITY BILL. 8) THE BILLING FOR \$300.00 TO \$700.00 WAS AN ACCUMULATION OF UNPAID OR PARTIALLY PAID BILLS THAT ALSO INCLUDED THE PAYMENT INSTALLMENTS OF \$360.07 A MONTH. THEREFORE, IT IS DECIDED THAT: 1) THAT THIS INFORMAL COMPLAINT IS DISMISSED. 2) THAT THE BILLS FOR ELECTRIC AND GAS SERVICE ARE CORRECT AS RENDERED. 3) THAT THE BALANCE IS \$32,251.84 AS OF 2/1/08. YOU MUST CONTACT THE COMPANY REGARDING ANY PAYMENT AGREEMENT FOR THIS BALANCE. THE LAW DOES NOT ALLOW US TO MAKE A PAYMENT AGREEMENT FOR YOU. WE WILL SEND A COPY OF THIS DECISION TO THE UTILITY COMPANY. IF YOU HAVE QUESTIONS ABOUT THE TERMS OF THIS DECISION, PLEASE CALL US AT 1-800-782-1110.

Date: 4/16/08

**PA. Public Utility Commission
Bureau Of Consumer Services
Inbound Closing Report**

Case Number: 2091405
Customer Name: DEBORAH ANDERSON
Address: 526 FERN ST
YEADON PA 19050-0
Opened On: 6/12/06
Utility Type: Electric Distributor
Account Number: 500826440025
Company Name: PECO Energy

Prior Case: 974665
Total Balance: \$26,367.75
Balance Date: 6/15/06

Compliance Violation(Alleged, Actual, No): NO
Chap 56/64/Other:
Section/Rule:
Decision Issued: N
Oral Written: W
Investigator: SHANER, GALEN
PUC Decision Issued Dt: 6/19/06
PUC Case Closed Dt: 6/19/06
Decision Recvd Dt: 6/19/06 10:25AM

Letter Description: CHAPTER 14 EGW DISMISS/CONTACT COMP LETTER

To Restore Service Pay: \$0.00
To Continue Service Pay: \$0.00
By:
Terms:
Special Budget Amount: \$0.00
Regular Budget Amount: \$0.00
Plus Arrears Payment: \$0.00
Final Bill Monthly Payment: \$0.00
Current Bill Monthly Payment: \$0.00
End Of Month Payment: \$0.00

Par Description:

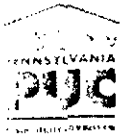
RECEIVED

MAY 21 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Resolution:
DISMISS 1405D...PRIOR PUC AND CO PARS NOT KEPT.....

peco ex. 4



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

April 30, 2009

F-2008-2033574

MICHAEL S SWERLING ESQUIRE
EXELON BUSINESS SERVICES COMPANY
2301 MARKET STREET/S23-1
PO BOX 8699
PHILADELPHIA PA 19101-8699

Deborah L. Anderson
v.
PECO Energy Company

To Whom It May Concern:

This is to advise you that the Commission in Public Meeting on April 30, 2009 has adopted an Opinion and Order in the above entitled proceeding.

An Opinion and Order has been enclosed for your records.

Very truly yours,

James J. McNulty
Secretary

encls
cert. mail
FF

RECEIVED

MAY 21 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PECO ex 5
11 2009

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held April 30, 2009

Commissioners Present:

James H. Cawley, Chairman
Tyrone J. Christy, Vice Chairman
Robert F. Powelson, Concurring in Result Only
Kim Pizzingrilli
Wayne E. Gardner

Deborah L. Anderson

F-2008-2033574

v.

PECO Energy Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Commission for consideration and disposition are the Exceptions and the Addendum to Exceptions of Deborah L. Anderson (Complainant), filed on February 17, 2009 and March 3, 2009, respectively, to the Initial Decision of Administrative Law Judge (ALJ) Cynthia Williams Fordham, which was issued on January 30, 2009, in the above-captioned proceeding. PECO Energy Company (PECO) did not file Reply Exceptions.

History of the Proceeding

On February 28, 2008, the Complainant filed a Formal Complaint (Complaint) against PECO alleging, *inter alia*: 1) that it is impossible for her to have a \$30,000 balance for a single family home with one working adult; 2) that she was billed twice for a few months; and 3) that she wants a payment arrangement that she is able to pay. The Complainant asked the Commission to review her account balance after her gas meter was changed and correct the amount due.

On April 25, 2008, PECO filed an Answer. In its Answer, PECO denied that there are incorrect charges on the Complainant's bill and reported that the Complainant's current account balance was \$33,004.02. PECO stated that the high balance is the result of the accumulation of unpaid consumption charges. PECO reported that a new natural gas meter was installed at the Complainant's property in November 2004, and the Complainant has been billed based on actual readings since that time. PECO stated that the Complainant's service was terminated on April 26, 2006, and restored with a medical certificate. The Complainant's service was terminated for non-payment on June 12, 2006. PECO averred that service was self restored and later terminated on July 6, 2006, due to unauthorized usage. PECO referred to a Bureau of Consumer Services decision, dated February 11, 2008, which indicated that the account balance was correct.

A hearing was held on August 27, 2008, in the Philadelphia State Office Building. Complainant appeared *pro se*, testified on her own behalf, presented the testimony of one other witness and introduced three Exhibits. PECO was represented by counsel who presented the testimony of one witness who sponsored six exhibits.

On January 30, 2009, the ALJ issued an Initial Decision. ALJ Fordham recommended that the Complaint be sustained in part and dismissed in part. The ALJ recommended: (1) that the adjustments be made to the Complainant's account for estimated bills that were not corrected when an actual reading was made; and (2) that the complaint be dismissed with respect to all other allegations. As noted *supra*, the Complainant filed Exceptions on February 17, 2009, and an Addendum to Exceptions on March 3, 2009.

Discussion

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa. C.S. § 332(a), which provides that the party seeking a rule or order from the Commission has the burden of proof in that proceeding. It is axiomatic that "[a] litigant's burden of proof before administrative tribunals as well as before most civil proceedings is satisfied by establishing a preponderance of evidence which is substantial and legally credible." *Samuel J. Lunsberry, Inc. v. Pennsylvania Public Utility Commission*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990).

As a preliminary matter, we note that any issue or Exception that we do not specifically address has been duly considered and will be denied without further discussion. It is well settled that we are not required to consider, expressly or at length, each contention or argument raised by the parties. *Consolidated Rail Corporation v. Pennsylvania Public Utility Commission*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pennsylvania Public Utility Commission*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

The ALJ made forty Findings of Fact and reached five Conclusions of Law. The Findings of Fact and Conclusions of Law are incorporated herein by reference and

are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In her Exceptions, the Complainant submits that she does have an outstanding balance with PECO, but disputes the balance of over \$33,000. She argues she would have had to have been billed over \$300 per month for eleven years to reach that balance. She believes it is "impossible for a single working parent to accumulate such a balance when the premises are unoccupied during the daytime hours." She avers that PECO has charged her \$10,000 in late fees which she feels is "outrageous." She states that even when she pays as soon as she receives her bill, she is still incurring late fees. She submits that some months the late charges have been more than the bill for gas and electric services. She understands "that PECO has the right to access charges" but "further" charges are unfair when she is already struggling with an outstanding balance.

As explained by the ALJ in her Initial Decision, in cases of alleged high billing, the Commission applies the *Waldron* rule, which provides that to establish a *prima facie* case of overbilling, a Complainant must show: (1) that the number of occupants in the household has not changed; (2) that the potential for energy utilization was low; and (3) that Complainant's billing history shows no prior abnormalities. Once the Complainant makes out a *prima facie* case, the burden of proof then shifts to the utility; however, the ultimate burden of persuasion always remains with the Complainant. *Malcolm Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980); *Repogle v. Pennsylvania Electric Company*, 54 Pa. PUC 528 (1980), I.D. at 8.

The ALJ further explained that in *Robert Milkie v. Pennsylvania Public Utility Commission*, 768 A.2d 1217, (Pa. Cmwlth. 2001), the Commonwealth Court of Pennsylvania further refined the *Waldron* rule by holding:

"[w]hile the [Waldron] rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a prima facie case of overbilling by a utility company, we believe this view is too restrictive. Rather the controlling principle is that even where the utility can present evidence that it has tested the customer's meter and found it to be accurate, the customer may nonetheless prove his case by circumstantial evidence, which would support a finding that the metered usage exceeded the actual usage. Thus as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal direct proof that his meter had malfunctioned. Gary and Doris Burleson v. Pennsylvania Public Utility Commission, 501 Pa. 433, 435-6, 461 A.2d 1234, 1235 (1983).

Milkie v. Pennsylvania Public Utility Commission, 768 A.2d 1217, 1219-1220 (Pa. Cmwlth. 2001).

The Complainant testified that she has lived at the service address since 1982. Tr. at 6. The number of people in the household has not changed since 1992. Tr. at 15. The Complainant and her two special-needs adult children live at the property. Tr. at 7 and 13. While the Complainant is contesting her overall balance with PECO, the ALJ observes that she did not contest any specific bills. I.D. at 9.

PECO Exhibit 1 presents the Complainant's billing history from December 10, 2003 through August 11, 2008. We have reviewed the monthly gas and electric consumption reported by PECO's meters and the monthly charges for gas and electric service presented in PECO Exhibit 1. With the exception of the gas service between December 2003 to November 2004, which we will discuss, *infra*, we find no abnormalities with the amounts of gas and electricity that was metered and the amounts billed for that service.

PECO Exhibit 1 reveals that there were no actual meter readings of the Complainant's gas consumption from at least December 10, 2003 until November 24,

2004, when the meter was changed. All monthly bills rendered during that period were based on estimated consumption. Consistent with PECO Exhibit 1, the ALJ found that [t]here is no evidence in the record that [PECO] cancelled the estimated bills and rebilled the Complainant when it received the actual reading in November 2004.

Section 56.12 of our regulations (52 Pa. Code §56.12) requires, that unless specific circumstances exist, bills are to be based on actual readings at least every other billing month. The circumstances that led to the twelve consecutive estimated readings of the Complainant's electric meter were not addressed on the record of this proceeding. The ALJ recommended that the Complainant's account be credited in the amount of \$1,146.13, which reflects the amount billed for gas service for ten of the months that estimated bills were rendered (February 2004 and November 2004). The ALJ deducted \$71.09 in monthly customer charges from the total credit. I.D. at 14. The ALJ chose February 2004 as the beginning of the ten-month refund period because Section 1312 of the Public Utility Code (66 Pa.C.S. §1312) limits the period of refunds to four years prior to the filing of a complaint. The instant Complaint was filed February 28, 2008. I.D. at 13, 14 and 16. We concur with the ALJ's recommended adjustment (credit) of \$1,146.13 to the Complainant's outstanding balance.

In her Exceptions, the Complainant avers that PECO has charged her \$10,000 in late fees which she believes is "outrageous." Exc. at 1. In her Addendum to Exceptions, she argues that it is "unjust and unfair" to be billed for "additional charges which exceed actual usage charged . . ." She requests that we "expunge all late charges," which she submits are exactly \$9,952.17. Exc. at 1 and 3.

PECO Exhibit 3 indicates that as of November 29, 2007, \$9,655.93 of the \$31,390.34 outstanding charges were late payment charges. PECO is not prohibited from charging late fees if the interest is less than 1.5% per month or 18% per year. (52 Pa. Code § 56.22). PECO has been assessing late fees on outstanding balances that are not

subject to a payment arrangement at 1.25% per month. Tr. at 49. PECO Exhibit 1 reveals that when the Complainant is under a payment arrangement, her monthly late fees are zero. However, when the Complainant has defaulted on a payment arrangement, her monthly late fees have risen above \$300 per month because of the size of her outstanding balance. PECO Ex. 1 at 4. We concur with the ALJ's conclusion that "[t]he Complainant has not demonstrated that [PECO] is assessing late fees incorrectly." I.D. at 13. Consequently, a refund of the late fees is not warranted.

In addition to expunging late fees, the Complainant also requests we "[e]xpunge all deposit and first and second installment charges" which she avers total \$1,000. Exc. at 1. The record indicates that PECO billed the Complainant a deposit totaling \$276.00 in three installments during August, September and October 2006. PECO Ex. 1 at 3.

The Responsible Utility Customer Protection Act (Act) (66 Pa. C.S. §§ 66 Pa. C.S. 1401, *et seq.*) provides strict guidelines the Commission must follow in addressing delinquent residential accounts. Section 1404 of the Act, 66 Pa. C.S. § 66 Pa. C.S. 1404, provides, *inter alia*, that the Commission may not preclude a public utility from collecting a cash deposit in an amount that is equal to one-sixth of the customer's annual bill under a number of circumstances, including nonpayment of an undisputed delinquent account or failure to comply with the material terms of a settlement or payment agreement. The Complainant's payment history prior to September 2006, when the deposit was first billed, indicates that both of these conditions were met. PECO Ex. 1 at 1 – 3. Consequently, we are precluded by the Act from prohibiting PECO from collecting a deposit.

In response to the Complainant's Complaint, PECO offered a payment arrangement on her then outstanding balance of \$32,374.68. By letter dated June 26,

2008, PECO requested \$5,000 be paid within thirty days with the balance of her account to be repaid over sixty months. PECO Ex. 5.

In her Exceptions, the Complainant states that, "I could never be able to pay this outrageous outstanding balance of \$33,000." She avers, "I was always given an agreement by PECO that was impossible to keep simply because I don't bring home that kind of money." She argues that she does not make enough money to pay PECO the \$400 to \$450 per month that would be required under the latest payment offer along with her basic living expenses. Exc. at 2.

The record in this proceeding indicates that the Complainant has failed to comply with the following three payment arrangements since January 27, 1998:

- 1) January 1998 -- PECO agreed to current bills plus \$40 per month on an arrearage of \$9,240.62. Tr. at 57;
- 2) November 2001 -- BCS decision to pay current bills plus \$100 per month on an arrearage of \$17,939.80. Tr. at 43; and,
- 3) April 2005 -- PECO agreed to current bills plus \$360 per month on an arrearage of \$25,924.86. Tr. at 43.

In the initial Decision, the ALJ noted that the Complainant had failed to comply with prior payment arrangements and concluded that the Act precluded the Commission from establishing another payment arrangement. The ALJ stated:

The Complainant is requesting a payment arrangement that she can afford. She did not present financial information during the hearing. However, the payment arrangement proposed by the Respondent in the June 2008 letter from Ms. Farpley is more generous than any payment arrangement that

the Commission could provide pursuant to the Responsible Utility Customer Protection Act, 56 Pa.C.S. § 1401 *et seq.*

Furthermore, the Complainant has received numerous payment arrangements over the years. Therefore, the Commission cannot establish another payment arrangement for her at this time.

ID at 15.

While we concur with the ALJ's findings regarding the Complainant's payment history, we disagree with the ALJ's analysis of Section 1405 of the Act. In reconsidering our interpretation of Chapter 14, we concluded that this Commission does possess the necessary authority to establish at least one payment agreement between a utility and its customer, regardless of the number of agreements made between the utility and its customer. *Chapter 14 Implementation*, Docket No. M-00041802F0002 (Order entered October 31, 2005) (*Chapter 14 Reconsideration Order*) at 21.

However, as the ALJ correctly determined, the payment arrangement offered by PECO in its June 2008 letter is more generous than the payment arrangement that the Commission could provide under the Responsibility Utility Customer Protection Act. We therefore decline to issue a payment arrangement under the Act, since doing so would result in a higher monthly payment than the one required under the payment arrangement that was offered by PECO.

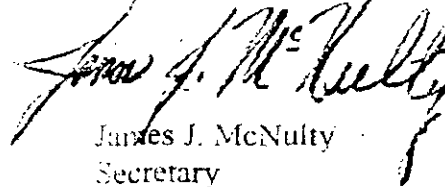
Conclusion

Upon review and consideration of the record of this proceeding, and in light of the foregoing discussion, we shall deny the Complainant's Exceptions and adopt the ALJ's Initial Decision, as modified by this Opinion and Order: **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Deborah L. Anderson to the Initial Decision of Administrative Law Judge Cynthia Williams Fordham are denied, consistent with this Opinion and Order.
2. That the Initial Decision of Administrative Law Judge Cynthia Williams Fordham is adopted, as modified by this Opinion and Order.
3. That the Formal Complaint of Deborah L. Anderson against PECO Energy Company is sustained in part and dismissed in part. It is sustained to the extent that PECO Energy Company shall credit the Complainant's outstanding balance for gas service by \$1,146.13 as a correction for estimated bills rendered between February and November 2004, and is dismissed with respect to all other allegations.
4. That the proceeding docketed at F-2008-2033574 be marked closed.

BY THE COMMISSION,


James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: April 30, 2009

ORDER ENTERED: April 30, 2009

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DEBORAH ANDERSON :
 :
v. : **DOCKET NO. C-2009-2136754**
 :
PECO ENERGY COMPANY :

CERTIFICATE OF SERVICE

I, Ken Massey, hereby certify that I have this day served a copy of PECO Energy Company's Answer in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Deborah Anderson
526 Fern St.
Yeadon, PA 19050

Dated at Philadelphia, Pennsylvania, November 9, 2009.



Ken Massey
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Ken.Massey@exeloncorp.com



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
Office of Administrative Law Judge
P.O. BOX 3265, HARRISBURG, PA 17105-3265
March 29, 2010

R. Farpley

IN REPLY PLEASE
REFER TO OUR FILE

*PECO v. X
4*

In Re: C-2009-2136754

KEN MASSEY ESQUIRE
PECO ENERGY COMPANY
2301 MARKET STREET S23-1
PO BOX 8699
PHILADELPHIA PA 19101-8699

TISHEKIA WILLIAMS

APR 05 2010

Deborah L. Anderson v. PECO Energy Company

Various Disputes

Hearing Notice

This is to inform you that a hearing on the above-captioned case will be held as follows:

Type: Initial Hearing

Date: Monday, April 19, 2010

Time: 2:00 p.m.

Location: In an available 4th Floor Hearing Room
801 Market Street
Philadelphia, PA

Presiding: Administrative Law Judge Charles Rainey
Suite 4063
801 Market Street
Philadelphia, PA 19107
Telephone: 215.560.2105
Fax: 215.560.3133

1836900302

***Attention:** You may lose the case if you do not come to this hearing and present facts on the issues raised.*

If you intend to file exhibits, two (2) copies of all hearing exhibits to be presented into evidence must be submitted to the reporter. An additional copy must be furnished to the Presiding Officer. A copy must also be provided to each party of record.

Individuals representing themselves do not need to be represented by an attorney. All others (corporation, partnership, association, trust or governmental agency or subdivision) must be represented by an attorney. An attorney representing you should file a Notice of Appearance before the scheduled hearing date.

If you are a person with a disability, and you wish to attend the hearing, we may be able to make arrangements for your special needs. Please call the scheduling office at the Public Utility Commission at least five (5) business days prior to your hearing to submit your request.

If you require an interpreter to participate in the hearings, we will make every reasonable effort to have an interpreter present. Please call the scheduling office at the Public Utility Commission at least ten (10) business days prior to your hearing to submit your request.

- Scheduling Office: 717.787.1399
- AT&T Relay Service number for persons who are deaf or hearing-impaired:
1.800.654.5988

C-2009-2136754 - DEBORAH L ANDERSON v. PECO ENERGY COMPANY

DEBORAH L ANDERSON
526 FERN STREET
YEADON PA 19050
610.623.4438

DAVID M STILL ESQUIRE
5398 WYNNEFIELD AVENUE
PHILADELPHIA PA 19131
215.877.3800

KEN MASSEY ESQUIRE
PECO ENERGY COMPANY
2301 MARKET STREET S23-1
PO BOX 8699
PHILADELPHIA PA 19101-8699
215.841.6816

PECO exhibit 5

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

TISHEKIA WILLIAMS

Deborah L. Anderson

:
:
:
:
:

Docket Number

APR 01 2010

v.

C-2009-2136754

PECO Energy Company

PREHEARING ORDER

On March 29, 2010, I was assigned to preside over this case. The purpose of this order is to bring to the attention of all parties certain procedural rules, observance of which will serve to "secure the just, speedy and inexpensive determination" of this proceeding. 1 Pa. Code §1.2(a). The parties are directed to comply with the following requirements:

1. Proceedings before the Commission are governed by, inter alia, 52 Pa. Code §1.15, which provides:

§1.15. Extensions of time.

(b) Except as otherwise provided by statute, requests for continuance of hearings or for extension of time in which to perform an act required or allowed to be done at or within a specified time by this title or by order of the Commission or the presiding officer, shall be by motion in writing, timely filed with the Commission, stating the facts on which the application rests, except that during the course of a proceeding, the requests may be made by oral motion in the hearing before the Commission or the presiding officer. Only for good cause shown, will requests for continuance be considered. The requests should be submitted at least 5 days prior to the hearing date. (Emphasis added.)

phrg -or ✓

18368 0032

In accordance with the foregoing, absent a timely request for continuance for good cause (i.e., no later than 5 days before the scheduled hearing on April 19, 2010), all parties to this proceeding shall be prepared to participate in the scheduled hearing.

2. **Individuals representing themselves do not need to be represented by an attorney. All others (corporation, partnership, association, trust or governmental agency or subdivision) must be represented by an attorney. An attorney representing you should file a Notice of Appearance before the scheduled hearing date.**

3. If you wish to offer into evidence at the hearing material in the form of documents (letters, bills, canceled checks and the like), you must bring with you the required number of copies (an original and two copies for the Commission, one copy for every other party in the case, and a copy for yourself). 52 Pa. Code §5.409.

4. Please be aware that there often is a delay in my receiving documents filed in Harrisburg. Therefore, serve me directly with any documents you file in this proceeding.

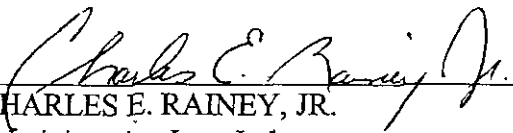
5. Finally, I would also like to bring to your attention 52 Pa. Code §5.331(b) which provides, inter alia, that "[p]articipants shall endeavor to initiate discovery as early in the proceedings as reasonably possible," and 52 Pa. Code §5.322 which encourages participants to exchange information on an informal basis. I urge all parties to cooperate in discovery. Such cooperation is preferable to numerous or protracted discovery disagreements which require the presiding officer's participation for resolution. Please be aware that there are limitations on discovery and sanctions for abuse of the discovery process. 52 Pa. Code §§5.361, 5.371-3.572.

6. The parties are encouraged to informally discuss any of the matters involved in this case prior to the scheduled hearing.

ORDER

The parties shall comply with procedural rules and regulations discussed herein.

Date: March 30, 2010



CHARLES E. RAINEY, JR.
Administrative Law Judge

Deborah L. Anderson v. PECO Energy Company
Docket Number C-2009-2136754

SERVICE LIST

Deborah L. Anderson
526 Fern Street
Yeadon, PA 19050

David M. Still, Esquire
5398 Wynnefield Avenue
Philadelphia, PA 19131

Ken Massey, Esquire
PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
Office of Administrative Law Judge
P.O. BOX 3265, HARRISBURG, PA 17105-3265
April 9, 2010

PECO exhibit

6
IN REPLY PLEASE
REFER TO OUR FILE

TISHFICIA WILLIAMS

In Re: C-2009-2136754

KEN MASSEY ESQUIRE
PECO ENERGY COMPANY
2301 MARKET STREET S23-1
PO BOX 8699
PHILADELPHIA PA 19101-8699

APR 13 2010

RECEIVED

MAY 21 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Deborah L. Anderson v. PECO Energy Company

Various Issues

Hearing Cancellation/Reschedule Notice

This is to inform you that the initial hearing on the above-captioned case previously scheduled for April 19, 2010 has been canceled.

The hearing has been rescheduled as follows:

Type: Initial Hearing
Date: Wednesday, May 19, 2010
Time: 2:00 p.m.
Location: In an available 4th Floor Hearing Room
(Take one of the last four elevators at the far end of the lobby)
801 Market Street (enter on 8th Street)
Philadelphia, PA 19107
Presiding: Administrative Law Judge Charles E Rainey Jr.
Suite 4063
801 Market Street
Philadelphia, PA 19107
Telephone: 215.560.2105
Fax: 215.560.3133

hrg-rs1

2011 8368 00392

Please mark your records accordingly.

If you are a person with a disability, and you wish to attend the hearing, we may be able to make arrangements for your special needs. Please call the scheduling office at the Public Utility Commission at least five (5) business days prior to your hearing to submit your request.

If you require an interpreter to participate in the hearings, we will make every reasonable effort to have an interpreter present. Please call the scheduling office at the Public Utility Commission at least ten (10) business days prior to your hearing to submit your request.

- Scheduling Office: 717.787.1399
- AT&T Relay Service number for persons who are deaf or hearing-impaired:
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C-2009-2136754 - DEBORAH L ANDERSON v. PECO ENERGY COMPANY

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PHILADELPHIA PA 19101-8699
215.841.6816

PECO exhibit
7

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held April 30, 2009

Commissioners Present:

James H. Cawley, Chairman
Tyrone J. Christy, Vice Chairman
Robert F. Powelson, Concurring in Result Only
Kim Pizzingrilli
Wayne E. Gardner

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MAY 21 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Deborah L. Anderson

F-2008-2033574

v.

PECO Energy Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Commission for consideration and disposition are the Exceptions and the Addendum to Exceptions of Deborah L. Anderson (Complainant), filed on February 17, 2009 and March 3, 2009, respectively, to the Initial Decision of Administrative Law Judge (ALJ) Cynthia Williams Fordham, which was issued on January 30, 2009, in the above-captioned proceeding. PECO Energy Company (PECO) did not file Reply Exceptions.

History of the Proceeding

On February 28, 2008, the Complainant filed a Formal Complaint (Complaint) against PECO alleging, *inter alia*: 1) that it is impossible for her to have a \$30,000 balance for a single family home with one working adult; 2) that she was billed twice for a few months; and 3) that she wants a payment arrangement that she is able to pay. The Complainant asked the Commission to review her account balance after her gas meter was changed and correct the amount due.

On April 25, 2008, PECO filed an Answer. In its Answer, PECO denied that there are incorrect charges on the Complainant's bill and reported that the Complainant's current account balance was \$33,004.02. PECO stated that the high balance is the result of the accumulation of unpaid consumption charges. PECO reported that a new natural gas meter was installed at the Complainant's property in November 2004, and the Complainant has been billed based on actual readings since that time. PECO stated that the Complainant's service was terminated on April 26, 2006, and restored with a medical certificate. The Complainant's service was terminated for non-payment on June 12, 2006. PECO averred that service was self restored and later terminated on July 6, 2006, due to unauthorized usage. PECO referred to a Bureau of Consumer Services decision, dated February 11, 2008, which indicated that the account balance was correct.

A hearing was held on August 27, 2008, in the Philadelphia State Office Building. Complainant appeared *pro se*, testified on her own behalf, presented the testimony of one other witness and introduced three Exhibits. PECO was represented by counsel who presented the testimony of one witness who sponsored six exhibits.

On January 30, 2009, the ALJ issued an Initial Decision. ALJ Fordham recommended that the Complaint be sustained in part and dismissed in part. The ALJ recommended: (1) that the adjustments be made to the Complainant's account for estimated bills that were not corrected when an actual reading was made; and (2) that the complaint be dismissed with respect to all other allegations. As noted *supra*, the Complainant filed Exceptions on February 17, 2009, and an Addendum to Exceptions on March 3, 2009.

Discussion

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa. C.S. § 332(a), which provides that the party seeking a rule or order from the Commission has the burden of proof in that proceeding. It is axiomatic that “[a] litigant’s burden of proof before administrative tribunals as well as before most civil proceedings is satisfied by establishing a preponderance of evidence which is substantial and legally credible.” *Samuel J. Lansberry, Inc. v. Pennsylvania Public Utility Commission*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990).

As a preliminary matter, we note that any issue or Exception that we do not specifically address has been duly considered and will be denied without further discussion. It is well settled that we are not required to consider, expressly or at length, each contention or argument raised by the parties. *Consolidated Rail Corporation v. Pennsylvania Public Utility Commission*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pennsylvania Public Utility Commission*, 485 A.2d 1217 (Pa. Cmwlth. 1984) .

The ALJ made forty Findings of Fact and reached five Conclusions of Law. The Findings of Fact and Conclusions of Law are incorporated herein by reference and

are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In her Exceptions, the Complainant submits that she does have an outstanding balance with PECO, but disputes the balance of over \$33,000. She argues she would have had to have been billed over \$300 per month for eleven years to reach that balance. She believes it is “impossible for a single working parent to accumulate such a balance when the premises are unoccupied during the daytime hours.” She avers that PECO has charged her \$10,000 in late fees which she feels is “outrageous.” She states that even when she pays as soon as she receives her bill, she is still incurring late fees. She submits that some months the late charges have been more than the bill for gas and electric services. She understands “that PECO has the right to access charges” but “further” charges are unfair when she is already struggling with an outstanding balance.

As explained by the ALJ in her Initial Decision, in cases of alleged high billing, the Commission applies the *Waldron* rule, which provides that to establish a *prima facie* case of overbilling, a Complainant, must show: (1) that the number of occupants in the household has not changed; (2) that the potential for energy utilization was low; and (3) that Complainant’s billing history shows no prior abnormalities. Once the Complainant makes out a *prima facie* case, the burden of proof then shifts to the utility; however, the ultimate burden of persuasion always remains with the Complainant. *Malcolm Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980); *Repogle v. Pennsylvania Electric Company*, 54 Pa. PUC 528 (1980). I.D. at 8.

The ALJ further explained that in *Robert Milkie v. Pennsylvania Public Utility Commission*, 768 A.2d 1217, (Pa. Cmwlth. 2001), the Commonwealth Court of Pennsylvania further refined the *Waldron* rule by holding:

“[w]hile the [Waldron] rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a prima facie case of overbilling by a utility company, we believe this view is too restrictive. Rather the controlling principle is that even where the utility can present evidence that it has tested the customer’s meter and found it to be accurate, the customer may nonetheless prove his case by circumstantial evidence, which would support a finding that the metered usage exceeded the actual usage. Thus as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal direct proof that his meter had malfunctioned. Gary and Doris Burleson v. Pennsylvania Public Utility Commission, 501 Pa. 433, 435-6, 461 A.2d 1234, 1235 (1983).

Milkie v. Pennsylvania Public Utility Commission, 768 A.2d 1217, 1219-1220 (Pa. Cmwlth. 2001).

The Complainant testified that she has lived at the service address since 1982. Tr. at 6. The number of people in the household has not changed since 1992. Tr. at 15. The Complainant and her two special-needs adult children live at the property. Tr. at 7 and 13. While the Complainant is contesting her overall balance with PECO, the ALJ observes that she did not contest any specific bills. I.D. at 9.

PECO Exhibit 1 presents the Complainant’s billing history from December 10, 2003 through August 11, 2008. We have reviewed the monthly gas and electric consumption reported by PECO’s meters and the monthly charges for gas and electric service presented in PECO Exhibit 1. With the exception of the gas service between December 2003 to November 2004, which we will discuss, *infra*, we find no abnormalities with the amounts of gas and electricity that was metered and the amounts billed for that service.

PECO Exhibit 1 reveals that there were no actual meter readings of the Complainant’s gas consumption from at least December 10, 2003 until November 24,

2004, when the meter was changed. All monthly bills rendered during that period were based on estimated consumption. Consistent with PECO Exhibit 1, the ALJ found that [t]here is no evidence in the record that [PECO] cancelled the estimated bills and rebilled the Complainant when it received the actual reading in November 2004.

Section 56.12 of our regulations (52 Pa. Code §56.12) requires, that unless specific circumstances exist, bills are to be based on actual readings at least every other billing month. The circumstances that led to the twelve consecutive estimated readings of the Complainant's electric meter were not addressed on the record of this proceeding. The ALJ recommended that the Complainant's account be credited in the amount of \$1,146.13, which reflects the amount billed for gas service for ten of the months that estimated bills were rendered (February 2004 and November 2004). The ALJ deducted \$71.09 in monthly customer charges from the total credit. I.D. at 14. The ALJ chose February 2004 as the beginning of the ten-month refund period because Section 1312 of the Public Utility Code (66 Pa.C.S. §1312) limits the period of refunds to four years prior to the filing of a complaint. The instant Complaint was filed February 28, 2008. I.D. at 13, 14 and 16. We concur with the ALJ's recommended adjustment (credit) of \$1,146.13 to the Complainant's outstanding balance.

In her Exceptions, the Complainant avers that PECO has charged her \$10,000 in late fees which she believes is "outrageous." Exc. at 1. In her Addendum to Exceptions, she argues that it is "unjust and unfair" to be billed for "additional charges which exceed actual usage charged . . ." She requests that we "expunge all late charges," which she submits are exactly \$9,952.17. Exc. at 1 and 3.

PECO Exhibit 3 indicates that as of November 29, 2007, \$9,655.93 of the \$31,390.34 outstanding charges were late payment charges. PECO is not prohibited from charging late fees if the interest is less than 1.5% per month or 18% per year. (52 Pa. Code § 56.22). PECO has been assessing late fees on outstanding balances that are not

subject to a payment arrangement at 1.25% per month. Tr. at 49. PECO Exhibit 1 reveals that when the Complainant is under a payment arrangement, her monthly late fees are zero. However, when the Complainant has defaulted on a payment arrangement, her monthly late fees have risen above \$300 per month because of the size of her outstanding balance. PECO Ex. 1 at 4. We concur with the ALJ's conclusion that "[t]he Complainant has not demonstrated that [PECO] is assessing late fees incorrectly." I.D. at 13. Consequently, a refund of the late fees is not warranted.

In addition to expunging late fees, the Complainant also requests we "[e]xpunge all deposit and first and second installment charges" which she avers total \$1,000. Exc. at 1. The record indicates that PECO billed the Complainant a deposit totaling \$276.00 in three installments during August, September and October 2006. PECO Ex. 1 at 3.

The Responsible Utility Customer Protection Act (Act) (66 Pa. C.S. §§ 66 Pa. C.S. 1401, *et seq.*) provides strict guidelines the Commission must follow in addressing delinquent residential accounts. Section 1404 of the Act, 66 Pa. C.S. § 66 Pa. C.S. 1404, provides, *inter alia*, that the Commission may not preclude a public utility from collecting a cash deposit in an amount that is equal to one-sixth of the customer's annual bill under a number of circumstances, including nonpayment of an undisputed delinquent account or failure to comply with the material terms of a settlement or payment agreement. The Complainant's payment history prior to September 2006, when the deposit was first billed, indicates that both of these conditions were met. PECO Ex. 1 at 1 – 3. Consequently, we are precluded by the Act from prohibiting PECO from collecting a deposit.

In response to the Complainant's Complaint, PECO offered a payment arrangement on her then outstanding balance of \$32,874.68. By letter dated June 26,

2008, PECO requested \$5,000 be paid within thirty days with the balance of her account to be repaid over sixty months. PECO Ex. 5.

In her Exceptions, the Complainant states that, "I could never be able to pay this outrageous outstanding balance of \$33,000." She avers, "I was always given an agreement by PECO that was impossible to keep simply because I don't bring home that kind of money." She argues that she does not make enough money to pay PECO the \$400 to \$450 per month that would be required under the latest payment offer along with her basic living expenses. Exc. at 2.

The record in this proceeding indicates that the Complainant has failed to comply with the following three payment arrangements since January 27, 1998:

- 1) January 1998 – PECO agreed to current bills plus \$40 per month on an arrearage of \$9,240.62. Tr. at 57;
- 2) November 2001 – BCS decision to pay current bills plus \$100 per month on an arrearage of \$17,939.80. Tr. at 43; and,
- 3) April 2005 – PECO agreed to current bills plus \$360 per month on an arrearage of \$25, 924.86. Tr. at 43.

In the Initial Decision, the ALJ noted that the Complainant had failed to comply with prior payment arrangements and concluded that the Act precluded the Commission from establishing another payment arrangement. The ALJ stated:

The Complainant is requesting a payment arrangement that she can afford. She did not present financial information during the hearing. However, the payment arrangement proposed by the Respondent in the June 2008 letter from Ms. Tarpley is more generous than any payment arrangement that

the Commission could provide pursuant to the Responsible Utility Customer Protection Act. 66 Pa.C.S. § 1401 *et seq.*

Furthermore, the Complainant has received numerous payment arrangements over the years. Therefore, the Commission cannot establish another payment arrangement for her at this time.

ID at 15.

While we concur with the ALJ's findings regarding the Complainant's payment history, we disagree with the ALJ's analysis of Section 1405 of the Act. In reconsidering our interpretation of Chapter 14, we concluded that this Commission does possess the necessary authority to establish at least one payment agreement between a utility and its customer, regardless of the number of agreements made between the utility and its customer. *Chapter 14 Implementation*, Docket No. M-00041802F0002 (Order entered October 31, 2005) (*Chapter 14 Reconsideration Order*) at 21.

However, as the ALJ correctly determined, the payment arrangement offered by PECO in its June 2008 letter is more generous than the payment arrangement that the Commission could provide under the Responsibility Utility Customer Protection Act. We therefore decline to issue a payment arrangement under the Act, since doing so would result in a higher monthly payment than the one required under the payment arrangement that was offered by PECO.

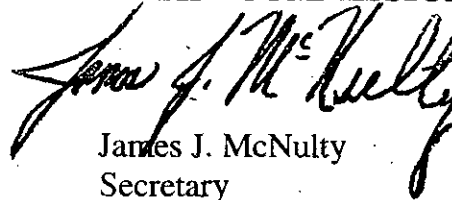
Conclusion

Upon review and consideration of the record of this proceeding, and in light of the foregoing discussion, we shall deny the Complainant's Exceptions and adopt the ALJ's Initial Decision, as modified by this Opinion and Order; **THEREFORE**,

IT IS ORDERED:

1. That the Exceptions of Deborah L. Anderson to the Initial Decision of Administrative Law Judge Cynthia Williams Fordham are denied, consistent with this Opinion and Order.
2. That the Initial Decision of Administrative Law Judge Cynthia Williams Fordham is adopted, as modified by this Opinion and Order.
3. That the Formal Complaint of Deborah L. Anderson against PECO Energy Company is sustained in part and dismissed in part. It is sustained to the extent that PECO Energy Company shall credit the Complainant's outstanding balance for gas service by \$1,146.13 as a correction for estimated bills rendered between February and November 2004, and is dismissed with respect to all other allegations.
4. That the proceeding docketed at F-2008-2033574 be marked closed.

BY THE COMMISSION,


James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: April 30, 2009

ORDER ENTERED: April 30, 2009

From: Origin ID: PSQA (215) 841-5353
Anita Zaketa

2301 Market Street
S23-1
Philadelphia, PA 19101



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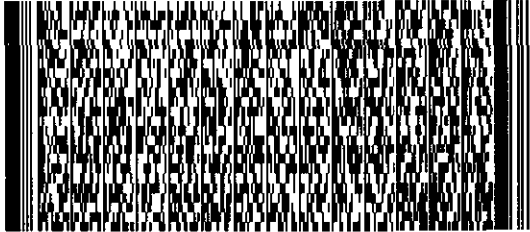
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SHIP TO: (717) 772-7777 BILL SENDER
Rosemary Chiavetta, Secretary
Public Utilities Commission
400 NORTH ST FL 2
COMMONWEALTH KEYSTONE BUILDING
HARRISBURG, PA 17120

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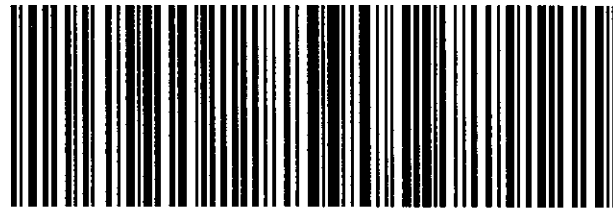


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