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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

James Munro v. PECO

Pleading To Answer And New Matter
From Michael Gruin/PECO

February 16, 2011

Docket No. C-2010-2214718

Answer

1. Agreed
2. Agreed
3. Agreed
4. Disagreed. Amount is not supported by records. PECO has never documented how \$200 became \$3823; despite endless requests by Complainant.
5. Explanation/reason for default is explained below.
6. Mistaken response by Respondent. There is no Protection of Abuse order from a court.
7. Respondent has now admitted that Complainant has twice in the past year been unable to resolve this matter by phone with PECO

New Matter

8. Agreed
9. Agreed
10. 11. 12. 13. There was incorrect information provided to me by PECO resulting in a default in April 2008. I tried to explain this on April 23, via informal complaint but was denied a new payment arrangement. 14
14. 15. 16. 17. Agree
18. When complainant agreed to payment arrangement on Jan. 26, 2010, he advised PUC representative that while he was agreeing to the terms (there was no other option per PUC rep.) he still disputed the approximate \$3800 balance due. The PUC rep. advised

Complainant that he would have to attempt to work that out separately with the Resolution/Escalation Dept.

During 2010, Complainant made 2 or more attempts to reach and resolve the disputed \$3800.

On November 16, 2010, Complainant spoke to a "Samantha" in the Resolution/Escalation Dept. She promised to research the matter, but she never re-contacted Complainant.

Samantha also said that there was a "strange" increase in Complainants bill in March 2004. She said the bill at Complainants then home at 328 W. Wayne address increased from \$812.00 to \$2200.00. She said she would research that, but again never replied to Complainant.

19. After being unable for a year to resolve the outstanding balance, Complainant filed a formal complaint on December 6, 2010, and a detailed letter to Rosemary Chiavetta on January 11, 2011, stating why I was not paying the \$157.04 agreement amount. I also advised this to a PUC rep. by phone.

20. Denied based upon response in 19.

21. Denied based upon response in 19.

22. Can't verify.

23. On November 16, 2010, Respondents representative agreed to review a matter that was more than six (6) years old, so how can Respondent use rulings that limits its exposure to 4 years against Complainant.

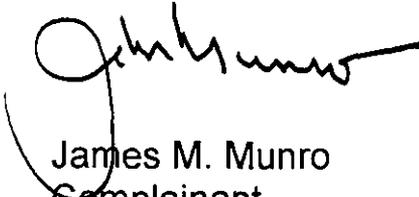
24. Ditto from 23.

Relief Sought

Complainant seeks relief from the \$3823 demanded by Respondents for the reasons cited herein, and the fact that the original amount due was approximately \$200. Complainant seeks a credit of approximately \$3600 to be applied against current charges due. Complainant will resume payments of normal usage upon complete use of \$3600 credit/offset.

New Matter

In December 2010, Complainant had back surgery. Recovery took place in January away from 21 Algonquin Court, Wayne, PA. Thus, complainants home had little occupancy in January (Complainant lives alone at 21 Algonquin Court). Despite this limited occupancy, Respondent billed Complainant for \$517.54 (5607 kWh's); the highest amount ever billed to Complainant in his 5+ years living alone at 21 Algonquin Court. Complainant requests that meter be checked and balance verified.



James M. Munro
Complainant

CC:
Michael A. Gruin
Rosemarie Chiavetta

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

January 11, 2011
(letter was received on the 6th of January)

Rosemary Chiavetta
Pennsylvania Public Utility Commission
Keystone Building
400 N. Street Harrisburg, PA 17120

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Secretary Chiavetta:

In response to your notice of January 3, 2011 this is a response to the details requested as best as I can provide them:

On or about 1989 I sold a home at 1902 Weatherstone Drive, Paoli PA. The settlement sheet included a balance due to Peco of approximately \$200 that was to be paid by buyer.

Several years later, the above bill appeared on my bill at my new address at 22 N. Creek Rd. Chadds Ford, PA. I called customer service to protest the charge without success. After multiple calls and notices of my denial, I gave up trying to resolve it with Peco

On or about 1993 I moved to 328 W. Wayne Ave. While there, my bill went up dramatically. This year in talking to Samantha she acknowledged that my past due bill rose from approximately \$800 to \$2200, for which she could not explain it. She promised to get back to me but never did.

In Early 2010 I reached a payment agreement excluding the then balance of \$3823.03. I was told by a person in the resolution dept. that I would need to file that complaint as a separate complaint. I've called resolution several times and no one ever calls back. They say there records don't back that far, but they would try to retrieve them; but again no call backs.

In the many years of trying to resolve this no one in the resolution dept. has ever called me back.



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Rosemarie CHIAVETA
PUC
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