

Maisch
PECO

C-2009-2118649

**EXCEPTIONS OF COMPLAINANT OF
INITIAL DECISION RENDERED FEBRUARY 10, 2011
BY LETTER DATED FEBRUARY 25, 2011**

Laura Maisch incorporates by reference the Initial Decision of the Office of Administrative Law Judge entered by letter transmitted to complainant and dated February 25, 2011 and hereby files the following exceptions and states the following:

The administrative Judge has failed to offer relief to the Complainant.

PECO has misrepresented the facts and the Commission has lent more weight to PECO's responses to the allegations against them than to the pro se complainant in violation of the Law.

The Administrative Judge and the Commission have passively penalized PECO, a multi-billion dollar conglomerate with a measly sum which in no way deters the conglomerate from continuing their current billing practices.

EXCEPTIONS, Generally

Page 1, para. 2. There was no default on the payment arrangement which is the subject of the complaint filed. No payment was necessary because prior balance was paid in full and allowed December, 2008 bill to show a \$22.00 credit.

EXCEPTIONS TO FINDINGS OF FACT

6. Only the billing from September, 2008 through June, 2009 is in dispute. Any other credence and/or weight given to facts outside these dates is irrelevant and not the subject of this dispute.

8. The BCS decision allowed payment arrangements on a zero balance which is the subject of this dispute without communicating same to customer.

9. There were no arrearages at that time, which is the subject of this dispute.

11, 12. No budget billing was ever agreed to by customer since it would have been on a zero balance. Service was not terminated because full amount due at that time was paid.

13-15. This is not in accordance with the PUC law and is a violation for which PECO should have to supply corrected billing.

16. The BCS decision is not the subject of the dispute herein and should carry no weight on this decision.

17, 18. Confirmed.

19. This is the only disputed amount. Appearance of charges never billed or otherwise appeared on bills. March, 2009 bill is the subject of this complaint.

20. (1) this is not the subject of dispute. Without waiving the exception however, this payment agreement was obtained illegally by PECO in that the customer at the time was deceased and obviously no longer at the address. Proof of this is demanded at this time.

(2) this is not in dispute and charges continued to be added to the customer bill and not reflected on the actual bill.

(3) Only this "payment arrangement" is the subject of the Complaint filed; the BCS incorrectly and in contradiction to the PUC representatives verbal communication at the time having admitted to customer that "there is no issue since payment in full has been made."

21. This is not the subject of the dispute and/or Complaint filed.

22. This is not the subject of the dispute and/or Complaint filed.

23. Complainant has submitted all payments resulting in a December, 2008 bill in the amount of \$22.00.

24. Amounts charged were never billed, never appeared on bill; herein Order has confirmed this is not allowed under the Law. The \$300.20 charge is a magic act perpetrated by PECO and never appearing on the bill or included in any correspondence, therefore, it does not exist. Proof demanded.

25. The balance at the time appearing on the bill was paid in full \$1,255.34. Any other amount, including the difference alleged by PECO is the subject of this dispute and sufficient evidence has not been produced.

26. If there was any balance outstanding at that time it should have been on bill and/or communicated to customer.

27. Disputed. Late charges are not allowed on disputed amounts, a reconnection fee had previously been paid with the lump sum payment and no where at any time was there ever a charge on the bill for “tampering” in the amount of \$920 – the amount is excessive and is not explained and/or justified and was arbitrarily administered to customer in order to punish for something done that was not within the control of the customer and of which customer had no knowledge.

28. Disputed. Customer made the stated payment but it was not in December, 2009. Disputed as inaccurate and solely based on the weight given to PECO’s exhibits produced at hearing and not customer’s bills supplied at hearing. December, 2009. Also contradicted by the statements made in 27 above. \$2,182.45 in charges over a 16 month period would result in a monthly bill of \$136.00/month which is not even likely, let alone accurate from a review of customer’s bills.

29. Service was terminated on June 9, 2009 following the filing of a complaint with the PUC on June 1, 2009 in violation of the Law. See attached communication by fax (at Valerie Fisher’s request) to the PUC verifying the complaint that was filed (See attached). This issue was never even addressed in the Decision. PECO violated the law in terminating the service and should suffer consequences as a result, perhaps they only *thought* they terminated my service and then charged the \$920 fee to cover their error – when service was actually terminated on July 15, 2009 after the filing of yet another complaint by customer which is the subject of this dispute.

30. Disputed. Payment made in July, 2009 in order to restore service was made for the full billed amount, plus reconnection fee, otherwise service would not have been restored. I am sure PECO is not in the habit of restoring service without appropriate and full payment received.

31. Disputed. Customer only communicated with PECO following receipt of a notice of termination to let PECO know that the Complaint had been filed with the PUC. Since the Complaint was filed with the PUC, PECO had no right to terminate service while a Complaint was pending with the PUC. Complainant is a secretary and would never have the knowledge to tamper with service and would fear electrocution if done so. I still maintain that I had no knowledge of tampering or that service had even been terminated since I work full time – was at work and could not possibly be in two places at one time. Service was terminated on 7/15/09 *after* filing a complaint with the PUC in June and July of 2009 in direct violation of the PUC Law.

32. Dispute. As no specific bill is identified in 32 I can offer nothing in dispute. Demand proof.

33. Disputed. PECO claims that a customer receives a notice of budget billing but offered none at hearing that was presented to customer herein.

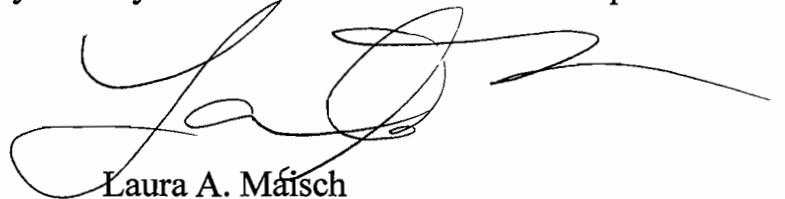
34. Complainant was "removed" from a budget billing that was never agreed to and never confirmed that it was placed on the account by PECO. PECO did send a notice of cancellation of budget billing, but never advised customer that she was on budget billing and no proof was offered at hearing. Customer never agreed to PECO's budget billing because it is a "racquet". Always has been, always will be as PECO never refunds the actual difference.

35. Disputed. The May, 2009 bill included inflated charges with no explanation.

36. This is an accurate statement and the reason why the amounts are in dispute.

These exceptions have been timely filed by electronic means and do not require additional copies.

March 17, 2011



Laura A. Maisch

Pro Se Complainant

CERTIFICATE OF SERVICE

I hereby certified that I have served a copy of the within Exceptions upon the following, in the manner indicated, and on the date indicated below:

A copy of these exceptions have been forwarded to the following:

Secretary of the Commission
2nd Floor, Keystone Building,
400 North Street
Harrisburg, PA *via E-filing*

Office of Special Assistants
3rd Floor, Keystone Building
400 North Street
Harrisburg , PA 17105-3265 *via fax*

Renee Tarpley
PECO Energy Co.
2301 Market Street, S15-1
Philadelphia, PA *via email*

Date: March 17, 2011



Laura A. Maisch, Pro Se Complainant

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FACSIMILE COVER SHEET

TO: Valerie Fisher, PUC

FAX NO.: 717-787-6641

FROM: Laura Maisch

DATE: June 9, 2009

RE: PECO/PUC complaint filed 6/1/09

MESSAGE: Confirming our conversation, attached are proofs of payment of 9/08 lump sum payment - which PUC (Pete Frederic) determined since bill paid, no need to go further and would close case.
Dec, 08 bill reflects payment due of \$22.00 after issuance by PUC of credit in three hundred and something and after the continual payment plan charges were removed.

March, 2009 continually called PECO to correct billing which reflects an **additional** \$156 in addition to my regular bill, which regular amount was being paid. April, 09's bill reflects jump of over \$500 over my regular billing

I have also included information following my visit to the bank after our discussion - the tracer numbers provided are BillPay to PECO tracers that the payment were in fact transmitted and received by PECO

No. of Pages _____
Including Cover Page:

Original to follow by mail: No

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