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September 22, 2011

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Michael Ingram v. PECO Energy Company
Docket No. C-2011-2246492

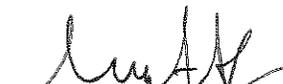
Dear Secretary Chiavetta:

Enclosed for filing on behalf of PECO is an original of its Motion for Judgment on the Pleadings in this matter. This document has been e-filed at the Pennsylvania Public Utility Commission's website. A copy has been served on the Complainant in accordance with the attached Certificate of Service.

If you have any questions, please feel free to contact me.

Best Regards,

STEVENS & LEE



Michael A. Gruin

Encl.

cc: Certificate of Service

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
Williamsport • Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

A PROFESSIONAL CORPORATION

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL INGRAM
Complainant

v.

PECO ENERGY COMPANY
Respondent

Docket No. C-2011-2246492

NOTICE TO PLEAD

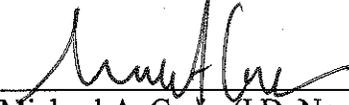
To: Michael Ingram

You are hereby notified to file a written response to the attached Motion for Judgment on the Pleadings of PECO within twenty (20) days from the date of service of this notice. If you do not file a written response denying or correcting the enclosed Motion within twenty (20) days of service, the facts set forth by PECO may be deemed to be true, thereby requiring no other proof, and judgment may be entered against you. All pleadings, such as an Answer to Motion, must be filed with the Secretary of the Pennsylvania Public Utility Commission:

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

You must also serve a copy of your response on the undersigned counsel for PECO. Failure to respond to this Motion could result in the dismissal of your case.

STEVENS & LEE


Michael A. Gruhn (I.D. No. 78625)
17 N. 2nd St., 16th Floor
Harrisburg, PA 17101
Tel. (717) 255-7365
Fax (610) 988-0852
COUNSEL FOR
PECO ENERGY COMPANY

DATE: September 22, 2011

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL INGRAM
Complainant

v.

PECO ENERGY COMPANY
Respondent

Docket No. C-2011-2246492

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

PECO Energy Company ("PECO"), pursuant to 52 Pa. Code §5.102, hereby requests that your Honorable Commission dismiss the instant Complaint on the grounds that that Complaint is barred by the doctrine of res judicata and that the Complaint fails to state a complaint upon which relief can be granted. The Complainant previously filed a nearly identical Complaint, contesting PECO's transfer of a tenant's account balance to the Complainant's names due to a foreign wiring situation. The Commission dismissed the prior Complaint, holding that PECO correctly followed the well-established procedure for handling foreign wiring situations. The present Complaint merely re-states the claims that were already dismissed in the first Complaint, and therefore, PECO is entitled to judgment as a matter of law.

1. This is the Complainant's second Formal Complaint against PECO regarding the same transfer of a tenant's account balance to the Complainant after a

foreign wiring situation was identified at the Complainant's rental property at 6244 N. Broad Street, Philadelphia, PA.

2. The Complainant is a landlord who owns a duplex apartment building at 6244 N. Broad Street in Philadelphia ("the Duplex"). Both of the apartments in the Duplex have separate meters for electric service, and both units received electric service from PECO. In June 2010, the Duplex's second floor tenant's electric service was disconnected for non-payment, and at the time of disconnection it was discovered that there was a foreign wiring/load situation present at the Duplex. Upon discovery of the foreign load situation, PECO transferred the second floor electric account, including all arrearages, to the name of the Complainant/landlord in accordance with Section 1529.1 of the Public Utility Code and the Commission's decisions in *Ace Check Cashing Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Order entered May 21, 2010) ("*Ace Check Cashing*") and *Corazzini v. UGI Penn Natural Gas, Inc.*, Docket No. F-2009-2101282 (Order entered July 16, 2010).

3. The Complainant filed a Formal Complaint against PECO on or about November 20, 2010, to contest the transfer of the 2nd floor tenant's account to his name. This Formal Complaint was assigned Docket No. F-2010-2212426 and will hereinafter be referred to as "The 2010 Complaint".

4. PECO filed a Preliminary Objection to the 2010 Complaint, asserting that the 2010 Complaint failed to state a claim upon which relief could be granted, based on Section 1529.1 of the Public Utility Code and the Commission's decisions in *Ace Check Cashing Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Order entered

May 21, 2010) (“*Ace Check Cashing*”) and *Corazzini v. UGI Penn Natural Gas, Inc.*, Docket No. F-2009-2101282 (Order entered July 16, 2010).

5. The Complainant did not file a response to PECO’s Preliminary Objection.

6. By Initial Decision dated February 23, 2011, Administrative Law Judge Wayne Weismandel granted PECO’s Preliminary Objection and dismissed the 2010 Complaint. In dismissing the 2010 Complaint, ALJ Weismandel correctly noted that the Commission has clearly spoken on the procedure that utilities should apply when they identify foreign load situations. He noted that in *Elizabeth Santos v. Metropolitan Edison Company*, the Commission clearly held that “[t]he utility must . . . place the account in the landlord’s name upon discovery of the foreign load and collect unpaid bills only from the landlord.” (emphasis added). The Commission also said, “[c]learly, the utility must pursue collection of any unpaid amounts from the landlord and not from the tenant.” (emphasis added) *Santos* at 16. See, also, *Allen L. Jones v. Pennsylvania Power & Light Company*, Docket Number C-00971013, Opinion and Order adopted February 11, 1999, entered February 25, 1999.

7. Consequently, the ALJ determined that the Complainant is responsible for the 2nd floor tenant’s account balance, including arrearages incurred at these premises but not at any other location, as of the date of discovery of the foreign load plus usage until such time as the foreign load was removed and the removal verified by the utility. ALJ Wesimandel also correctly concluded that there is no *de minimus* exception to 66 Pa.C.S.A. § 1529.1.

8. By Order entered May 6, 2011, the Commission upheld ALJ Weismandel's Initial Decision and dismissed the 2010 Complaint as being legally insufficient.

9. The Complaint's present Formal Complaint ("the 2011 Complaint") was filed on June 4, 2011, and is nearly identical in substance and content to the 2010 Complaint. It recites the same facts and seeks the same relief, i.e., relief from the responsibility for the tenant's account balance after the discovery of the foreign load at the Complainant's Duplex at 6244 N. Broad Street, Philadelphia, PA. A copy of the Complainant's 2011 Complaint is attached hereto as Exhibit 1.

10. PECO filed its Answer and New Matter to the 2011 Complaint on July 5, 2011. PECO's Answer and New Matter raised the defense of Res Judicata, and included copies of the relevant documents from the Complainant's first Formal Complaint (i.e., the 2010 Formal Complaint, PECO's Preliminary Objections thereto, and ALJ Weismandel's Initial Decision). A full copy of PECO's Answer and New Matter to the 2011 Complaint, including Exhibits, is attached hereto as Exhibit 2.

11. On July 22, 2011, the Complainant filed a response to PECO's New Matter, a copy of which is attached hereto as Exhibit 3.

12. The pleadings in the case are now closed and the case is ripe for disposition.

13. The 2011 Complaint is legally insufficient and should be dismissed for the same reasons that the 2010 Complaint was dismissed by the Commission, i.e., because of the well-settled policy that once a utility identifies a foreign load situation at a rental property, the utility is to assign responsibility for the accounts at issue to the landlord

until the foreign load situation is corrected. In *Ace Check Cashing Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Order entered May 21, 2010), the Commission discussed the controlling law for the utility foreign load situation at issue in the instant Complaint. The Commission noted that Section 1529.1 of the Public Utility Code, 66 Pa.C.S. 1529.1, places the responsibility on the landlord to pay the utility bills until the foreign load is corrected. Once the foreign load is corrected by the landlord and verified by the utility, the utility places the account back in the name of the tenant. However, the Commission unequivocally stated that the arrearage, if any, must remain with the landlord. There is no *de minimus* exception and any dispute regarding the financial responsibilities of the parties is a matter to be resolved in the Court of Common Pleas and outside of the Commission's jurisdiction. See *Ace Check Cashing* at 7-8. See also *Corazzini v. UGI Penn Natural Gas, Inc.*, Docket No. F-2009-2101282 (Order entered July 16, 2010).

14. With it being well-settled that the landlord is responsible for any arrearage on an account when a foreign load situation exists, the Commission in *Corazzini* noted that "the ultimate dispute in a foreign load case is financial responsibility for an established amount of charges for past utility service between a landlord and a tenant." *Corazzini*, at 7.

15. The Complainant's 2011 Complaint, just like his prior Complaint, relates solely to a dispute about the assignment of financial responsibility for foreign load in the building that he owns. As averred in the formal complaint, PECO transferred the second floor electric account, including all arrearages, to the name of the Complainant/landlord once the foreign load situation was verified. Under *Ace Check Cashing* and *Corazzini*,

PECO's actions were entirely proper, and the relief sought by the Complaint is not available as a matter of law.

16. The present Complaint is also barred by the doctrine of res judicata, and it should be dismissed by the Commission

17. The doctrine of res judicata operates to prevent re-litigation of claims already litigated on the merits. As stated by the Commission in *Frank Tomazin v. Pennsylvania-American Water Company*, 1997 Pa. PUC Lexis 52 (1997), "the policies underlying the doctrine of res judicata are minimizing 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."

18. The doctrine of res judicata, which is also known as claim preclusion, holds that a final judgment on the merits by a court of competent jurisdiction will bar any future action on the same cause of action between the parties and their privies. *Hopewell Estates, Inc. v. Kent*, 435 Pa. Superior Ct. 471, 476, 646 A.2d 1192 (1994). The doctrine of res judicata applies to cases before the Commission. See, *O'Toole v. Bell Telephone Co. of Pennsylvania, Inc.*, 77 Pa. P.U.C. 98, 104 (1992). The doctrine of res judicata reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court of competent jurisdiction. For the doctrine to prevail four conditions must be met:

- (1) Identity of issues;
- (2) Identity of causes of action;
- (3) Identity of persons and parties to the action; and
- (4) Identity of the quality and capacity of the parties suing or sued.

Day v. Volkswagenwerk Aktiengesellschaft, 318 Pa. Superior Ct. 255, 474 A.2d 1313, 1316, 1317 (1983).

19. In the present case all four elements of res judicata are met. Clearly, the parties are identical in both Complaints. The thing sued upon is identical in both Complaints. The Complaint is contesting the transfer of his tenant's account, including arrearages, to his name after the discovery of a foreign load situation at his rental property at 6244 North Broad Street, Philadelphia, PA. The cause of action is identical. In both Complaints the Complainant is alleging incorrect charges on his bill and is seeking relief from the Commission for such incorrect charges. Finally, the quality and capacity of the parties is identical in both Complaints. The Complainant is the electric customer in both Complaints, and PECO is the public utility providing service to the Complainant.

20. The Complainant's response to New Matter provides more detail of his position than is presented in his Formal Complaint document, but such additional detail does not change the fact that this Complaint relates solely to a dispute about the assignment of financial responsibility for foreign load in the building that he owns. Furthermore, the Commission's regulations do not permit Replies to New Matter to include new factual or legal assertions beyond those raised in New Matter.

21. The Complainant's statements in his Reply to New Matter about lack of notice are meritless. Both PECO and the Commission served the Complainant at the address listed on his Complaint form. The Complainant has a duty to update his contact information if it changes during the course of a proceeding.

22. The Commission entered an Order dismissing the Complainant's previous Complaint as a matter of law, which prevents the re-filing of the Complaint. It is important to note that the dismissal was not due to a non-response. Rather, the dismissal was based on the fact that the Complaint failed to state a claim for which relief could be granted. The relief sought by the Complainant – removal of the charges that were transferred from the tenant's account – could not, and still cannot, be granted as a matter of law under the *Ace Check Cashing Inc. v. Philadelphia Gas Works* precedent. With his new Complaint, the Complainant has ignored the Commission's clear dismissal Order and has attempted to re-file his Complaint.

23. The fact that the 2010 Complaint was dismissed without hearing is not a defense to the doctrine of res judicata. For purposes of determining whether res judicata applies, the essential inquiry is whether the ultimate and controlling issues have been decided in a prior proceeding **where the parties had an opportunity to appear and to be heard.** *Stevens Painton Corp. v. First State Ins. Co.*, 746 A.2d 649, 654 (Pa. Super. 2000) (emphasis added). The Complainant clearly was provided with notice and the opportunity to be heard in connection with his 2010 Complaint, as set forth in ALJ Weismandel's Initial Decision. Because the present complaint asserts the same factual and legal basis for relief as the dismissed 2010 Complaint, the Complainant is estopped from attempting to re-assert his claims here.

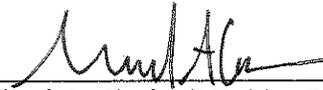
24. The doctrine of res judicata is meant to protect against just the type of re-litigation that the Complainant is attempting with his present formal Complaint. The Commission has already clearly and definitively ruled that the Complainant is responsible for the account balance that was transferred to his name as a result of the

foreign load situation. The Complainant's new Complaint raises the identical allegations as his 2010 Complaint. It is pointless and a waste of the Commission's time and resources to permit the new Complaint to go forward. The doctrine of res judicata requires that the present Complaint be dismissed.

REQUEST FOR RELIEF

WHEREFORE, for all of the reasons stated herein, PECO respectfully requests that the Complaint be dismissed with prejudice.

Respectfully submitted,



Michael A. Gruin (I.D. No. 78625)
Dana Pirone Carosella (I.D. No. 57221)
17 North Second Street, 16th Floor
Harrisburg, PA 17101
Telephone: 717-255-7365
Facsimile: 610-988-0852
mag@stevenslee.com

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

Counsel for PECO Energy Company

Dated: September 22, 2011

Zaketa, Anita D:(BSC)

From: eFile@state.pa.us
Sent: Monday, June 13, 2011 2:15 PM
To: Smith, Ward L.:(BSC)
Cc: Zaketa, Anita D:(BSC)
Subject: PA PUC eServe Notice
Importance: High

Dear WARD L SMITH,

A(n) **Formal Complaint** has been served in this proceeding. This document is docketed as **C-2011-2246492**.

You may view this document at

FORMAL COMPLAINT - MICHAEL INGRAM

You are receiving this email because you are a(n) **Respondent** for this case and have agreed to be served electronically. By selecting electronic service (eService), you have agreed that this notification constitutes valid service. Electronic service of any and all documents will be in place of paper service.

Thank You,
Public Utility Commission
Commonwealth of Pennsylvania

** Please do not respond to this automatically generated email.*

6/13/2011



PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED

Formal Complaint Form

JUN 04 2011

Please print in ink or type.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1. CUSTOMER (COMPLAINANT) INFORMATION

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

Name Michael Ingram

Street/P.O. Box 550 Waverly Rd Apt # _____

City Glenside State PA Zip 19038

County Montgomery

Daytime Telephone Number Where We Can Contact You: (215) 416-0946

E-mail Address (optional): _____

Utility Account Number 08285-00205
(from your bill)

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

Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

2. FULL NAME OF UTILITY COMPANY (RESPONDENT):

PECO

3. TYPE OF UTILITY (check one)

- ELECTRIC
- GAS
- WATER
- TELEPHONE
(local, long distance)
- STEAM HEAT
- WASTE WATER
- MOTOR CARRIER
(e.g., taxi, moving company, limousine)

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 (explain).

RECEIVED

JUN 04 2011

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

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Include any specific dates, times or places that may be 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.

I own a duplex at 6244 N. Broad St. A tenant that resides on the 2nd floor had her electricity turned off by PECO. PECO noticed that there was a light from the 1st floor attached to the 2nd floor breaker. The 1st floor tenant noticed her porch light was out and contacted the office and PECO. We corrected the issue within 2 days and considered the matter closed.

The 2nd floor tenant called PECO to make arrangements for the electricity to be restored. PECO could not restore the power to the property without confirming that the corrections were made on the 1st floor. The 2nd floor and 1st floor tenants made arrangements, without notifying the office, to have PECO come out and confirm the corrections has been made and to restore the power to the 2nd floor. Had we known we would have had a key ready since our office is only two doors from the property.

They were scheduled to come out but missed their appointment time and came late; the 1st floor tenant had to leave for work and couldn't stay. When PECO finally arrived the tenant was gone and they came to the office to gain access to the property. I shared with him we are not allowed to access any tenant property with the key, without 1st giving the tenant notice. The PECO technician rudely and unprofessionally got upset and stormed out saying how he doesn't have time for this; he has other customers to deal with today. Had the technician been understanding about our position and limitations, he could have come back at a later time and this matter would not have gone so far.

Soon after, I received a notification from PECO informing me about the seriousness of the problem. I immediately contacted PECO to come out, but was appalled by PECO wasn't able to come out until almost a week later. I soon after received a statement that I was liable for the bill along with the delinquent portion which was in excess of \$2500 in charges; which I don't understand how a bill could be that high.

This bill has since been transferred to my personal home account and now my electric, which has always been paid and current, is being threatened turned off.

5. RELIEF

How do you want your complaint to be resolved? Use additional paper if you need more space.

I have spoken to the tenant and she agrees to take the bill back. I would like the PUC to remove all charges and place it back where the bill originated. I would like notification that everything has been finalized. Lastly, I would like any and all negative markings on my credit report from PECO and the credit bureau to be removed due to this transaction. I spoke to the tenant and she acknowledges that this shouldn't have happened and is willing to take off work to attend any hearings resolve the matter. If anyone wishes to speak to her or need her to put something in writing she is readily available.

RECEIVED

JUN 04 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

6. PROTECTION FROM ABUSE

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

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

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.

RECEIVED

JUN 04 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

8. LEGAL REPRESENTATION (IF ANY)

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

Lawyer's Name _____

Street _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

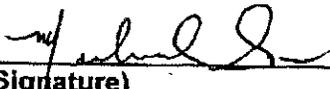
E-mail Address (If Known) _____

9. 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 Michael Ingram, 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) 7/3/11 (Date)

Title of authorized employee or officer

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 17105-3265	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
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Facsimiles and/or electronic filings of the complaint 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.

RECEIVED

JUN 04 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFIED MAIL

Michael Ingram
550 Waverly Rd
Glenside, PA 19038



7011 0470 0000 9195 7610



U.S. POSTAGE
PAID
PHILADELPHIA, PA.
JUN 16 40
AMOUNT
\$5.79
00043832-12



1000

17105

RECEIVED

JUN 04 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

17105333265





Pennsylvania Public Utility Commission

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Your filing has been electronically received. Upon review of the filing for conformance with the Commission's filing requirements, a notice will be issued acknowledging such compliance and assigning a Docket Number. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

Print this page for your records. The date filed on will be the current day if the filing occurs on a business day before or at 4:30 PM Harrisburg, PA time. It will be the next business day if the filing occurs after 4:30 PM Harrisburg, PA time or on weekends or holidays.

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Docket Number:	C-2011-2246492
Description:	
Transmission Date:	7/5/2011 2:29:37 PM
Filed On:	7/5/2011 2:29:37 PM
eFiling Confirmation Number:	1466348

Uploaded File List

File Name	Document Class	Document Type
PECO Answer and New Matter to Ingram Complaint.pdf	Communication	Answer to Formal Complaint

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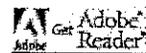
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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL INGRAM
Complainant

v.

PECO ENERGY COMPANY
Respondent

Docket No. C-2011-2246492

NOTICE TO PLEAD

To: *Michael Ingram*

You are hereby notified to file a written response to the attached Answer and New Matter of PECO within twenty (20) days from the date of service of this notice. If you do not file a written response denying or correcting the enclosed New Matter within twenty (20) days of service, the facts set forth by PECO may be deemed to be true, thereby requiring no other proof, and judgment may be entered against you. All pleadings, such as responses to New Matter, must be filed with the Secretary of the Pennsylvania Public Utility Commission:

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

You must also serve a copy of your response on the undersigned counsel for PECO. Failure to respond to this Answer and New Matter could result in the dismissal of your case.

STEVENS & LEE


Michael A. Gruin (I.D. No. 78625)
17 N. 2nd St., 16th Floor
Harrisburg, PA 17101
Tel. (717) 255-7365
Fax (610) 988-0852
COUNSEL FOR
PECO ENERGY COMPANY

DATE: July 5, 2011

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL INGRAM
Complainant

v.

PECO ENERGY COMPANY
Respondent

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Docket No. C-2011-2246492

**ANSWER TO COMPLAINT AND NEW MATTER
OF PECO ENERGY COMPANY**

On June 13, 2011, PECO Energy Company (“PECO”) was served with a formal Complaint from Michael Ingram (“Complainant”), in the above captioned Docket Number. Pursuant to 52 Pa Code § 5.61, PECO hereby responds to the Complaint of the Complainant as follows:

ANSWER

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted in Part and Denied in Part. PECO admits that a foreign wiring situation existed at the Complainant’s rental property at 6244 North Broad St., whereby electric service to a portion of the first floor unit was registering on the meter for the second floor unit. It is admitted that electric service was terminated to the second floor

unit due to a large unpaid balance on the second floor unit's PECO electric account. It is admitted that upon discovery of the foreign load situation, PECO transferred the second floor electric account, including all arrearages, to the name of the Complainant/landlord in accordance with Section 1529.1 of the Public Utility Code and the Commission's decisions in *Ace Check Cashing Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Order entered May 21, 2010) ("*Ace Check Cashing*") and *Corazzini v. UGI Penn Natural Gas, Inc.*, Docket No. F-2009-2101282 (Order entered July 16, 2010). PECO denies that it acted improperly in terminating the service to the second floor unit or transferring the balance from the second floor unit to the Complainant/landlord's name.

5. Denied. PECO denies that the Complainant is entitled to the requested relief. As set forth below in PECO's New Matter, the Complainant previously filed a nearly identical Formal Complaint at Docket No. F-2010-2212426 regarding the same events at issue in the present Complaint. The Pennsylvania Public Utility Commission ("Commission") correctly dismissed the Complainant's prior Complaint based on the settled law which requires a utility to transfer an account, including arrearages on the account, to the landlord when foreign load is discovered in multi-tenant residences.

6. Denied. PECO is without knowledge or information sufficient to form a belief as to the truth of this averment and, therefore, such allegation is deemed denied.

7. Admitted.

NEW MATTER

8. PECO incorporates by reference responses contained in Paragraphs 1 through 7 above as though fully set forth at length.

9. PECO is represented in this matter by:

Michael A. Gruin
Stevens & Lee
17 North Second Street
16th Floor
Harrisburg, PA 17101
Telephone: 717-255-7365
Facsimile: 610-988-0852
mag@stevenslee.com

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

10. This is the Complainant's second Formal Complaint against PECO regarding the same transfer of a tenant's account balance to the Complainant after a foreign wiring situation was identified at the Complainant's rental property at 6244 N. Broad Street, Philadelphia, PA.

11. The Complainant is a landlord who owns a duplex apartment building at 6244 N. Broad Street in Philadelphia ("the Duplex"). Both of the apartments in the Duplex have separate meters for electric service, and both units received electric service from PECO. In June 2010, the Duplex's second floor tenant's electric service was disconnected for non-payment, and at the time of disconnection it was discovered that there was a foreign wiring/load situation present at the Duplex. Upon discovery of the foreign load situation, PECO transferred the second floor electric account, including all arrearages, to the name of the Complainant/landlord in accordance with Section 1529.1 of the Public Utility Code and the Commission's decisions in *Ace Check Cashing Inc. v.*

Philadelphia Gas Works, Docket No. C-2008-2056428 (Order entered May 21, 2010) (“*Ace Check Cashing*”) and *Corazzini v. UGI Penn Natural Gas, Inc.*, Docket No. F-2009-2101282 (Order entered July 16, 2010).

12. The Complainant filed a Formal Complaint against PECO on or about November 20, 2010, to contest the transfer of the 2nd floor tenant’s account to his name. This Formal Complaint was assigned Docket No. F-2010-2212426 and will hereinafter be referred to as “The 2010 Complaint”. A copy of the 2010 Complaint is attached hereto as Exhibit 1.

13. PECO filed a Preliminary Objection to the 2010 Complaint, asserting that the 2010 Complaint failed to state a claim upon which relief could be granted, based on Section 1529.1 of the Public Utility Code and the Commission’s decisions in *Ace Check Cashing Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Order entered May 21, 2010) (“*Ace Check Cashing*”) and *Corazzini v. UGI Penn Natural Gas, Inc.*, Docket No. F-2009-2101282 (Order entered July 16, 2010).

14. The Complainant did not file a response to PECO’s Preliminary Objection.

15. By Initial Decision dated February 23, 2011, Administrative Law Judge Wayne Weisman del granted PECO’s Preliminary Objection and dismissed the 2010 Complaint. In dismissing the 2010 Complaint, ALJ Weisman del correctly noted that the Commission has clearly spoken on the procedure that utilities should apply when they identify foreign load situations. He noted that in *Elizabeth Santos v. Metropolitan Edison Company*, the Commission clearly held that “[t]he utility must . . . place the account in the landlord’s name upon discovery of the foreign load and collect unpaid bills only from the landlord.” (emphasis added). The Commission also said, “[c]learly, the utility must pursue collection of any unpaid amounts from the landlord and not from the tenant.” (emphasis added) *Santos* at 16. See, also, *Allen L. Jones v. Pennsylvania Power & Light*

Company, Docket Number C-00971013, Opinion and Order adopted February 11, 1999, entered February 25, 1999.

16. Consequently, the ALJ determined that the Complainant is responsible for the 2nd floor tenant's account balance, including arrearages incurred at these premises but not at any other location, as of the date of discovery of the foreign load plus usage until such time as the foreign load was removed and the removal verified by the utility. ALJ Wesimandel also correctly concluded that there is no *de minimus* exception to 66 Pa.C.S.A. § 1529.1. A Copy of ALJ Weismandel's Initial Decision is attached hereto as Exhibit 2.

17. By Order entered May 6, 2011, the Commission upheld ALJ Weismandel's Initial Decision and dismissed the 2010 Complaint as being legally insufficient. A Copy of the Commission's May 6, 2011 Order is attached hereto as Exhibit 3.

18. The Complaint's present Formal Complaint ("the 2011 Complaint") was filed on June 4, 2011, and is nearly identical in substance and content to the 2010 Complaint. It recites the same facts and seeks the same relief, i.e., relief from the responsibility for the tenant's account balance after the discovery of the foreign load at the Complainant's Duplex at 6244 N. Broad Street, Philadelphia, PA.

19. The 2011 Formal Complaint is legally insufficient and should be dismissed for the same reasons that the 2010 Complaint was dismissed by the Commission, i.e., because of the well-settled policy that once a utility identifies a foreign load situation at a rental property, the utility is to assign responsibility for the accounts at issue to the landlord until the foreign load situation is corrected. In *Ace Check Cashing Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Order entered May 21, 2010), the Commission discussed the controlling law for the utility foreign load situation at issue in the instant Complaint. The Commission noted that Section 1529.1 of the

Public Utility Code, 66 Pa.C.S. 1529.1, places the responsibility on the landlord to pay the utility bills until the foreign load is corrected. Once the foreign load is corrected by the landlord and verified by the utility, the utility places the account back in the name of the tenant. However, the Commission unequivocally stated that the arrearage, if any, must remain with the landlord. There is no *de minimus* exception and any dispute regarding the financial responsibilities of the parties is a matter to be resolved in the Court of Common Pleas and outside of the Commission's jurisdiction. See *Ace Check Cashing* at 7-8. See also *Corazzini v. UGI Penn Natural Gas, Inc.*, Docket No. F-2009-2101282 (Order entered July 16, 2010).

20. With it being well-settled that the landlord is responsible for any arrearage on an account when a foreign load situation exists, the Commission in *Corazzini* noted that "the ultimate dispute in a foreign load case is financial responsibility for an established amount of charges for past utility service between a landlord and a tenant." *Corazzini*, at 7.

21. The Complainant's formal complaint relates solely to a dispute about the assignment of financial responsibility for foreign load in the building that he owns. As averred in the formal complaint, PECO transferred the second floor electric account, including all arrearages, to the name of the Complainant/landlord once the foreign load situation was verified. Under *Ace Check Cashing* and *Corazzini*, PECO's actions were entirely proper, and the relief sought by the Complaint is not available as a matter of law.

AFFIRMATIVE DEFENSE – RES JUDICATA

22. The present Complaint is also barred by the doctrine of res judicata, and it should be dismissed by the Commission

23. The doctrine of res judicata operates to prevent re-litigation of claims already litigated on the merits. As stated by the Commission in *Frank Tomazin v. Pennsylvania-American Water Company*, 1997 Pa. PUC Lexis 52 (1997), “the policies underlying the doctrine of res judicata are minimizing 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 doctrine of res judicata, which is also known as claim preclusion, holds that a final judgment on the merits by a court of competent jurisdiction will bar any future action on the same cause of action between the parties and their privies. *Hopewell Estates, Inc. v. Kent*, 435 Pa. Superior Ct. 471, 476, 646 A.2d 1192 (1994). The doctrine of res judicata applies to cases before the Commission. See, *O’Toole v. Bell Telephone Co. of Pennsylvania, Inc.*, 77 Pa. P.U.C. 98, 104 (1992). The doctrine of res judicata reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court of competent jurisdiction. For the doctrine to prevail four conditions must be met:

- (1) Identity of issues;
 - (2) Identity of causes of action;
 - (3) Identity of persons and parties to the action; and
 - (4) Identity of the quality and capacity of the parties suing or sued.
- Day v. Volkswagenwerk Aktiengesellschaft*, 318 Pa. Superior Ct. 255, 474 A.2d 1313, 1316, 1317 (1983).

25. In the present case all four elements of res judicata are met. Clearly, the parties are identical in both Complaints. The thing sued upon is identical in both Complaints. The Complaint is contesting the transfer of his tenant’s account, including arrearages, to his name after the discovery of a foreign load situation at his rental

property at 6244 North Broad Street, Philadelphia, PA. The cause of action is identical. In both Complaints the Complainant is alleging incorrect charges on his bill and is seeking relief from the Commission for such incorrect charges. Finally, the quality and capacity of the parties is identical in both Complaints. The Complainant is the electric customer in both Complaints, and PECO is the public utility providing service to the Complainant.

26. The Commission entered an Order dismissing the Complainant's previous Complaint as a matter of law, which prevents the re-filing of the Complaint. The Complainant has ignored the Commission's clear dismissal Order and has attempted to re-file his Complaint.

27. The doctrine of res judicata is meant to protect against just the type of re-litigation that the Complainant is attempting with her present formal Complaint. The Commission has already clearly and definitively ruled that the Complainant is responsible for the account balance that was transferred to his name as a result of the foreign load situation. The Complainant's new Complaint raises the identical allegations as his 2010 Complaint. It is pointless and a waste of the Commission's time and resources to permit the new Complaint to go forward. The doctrine of res judicata requires that the present Complaint be dismissed.

REQUEST FOR RELIEF

WHEREFORE, for all of the reasons stated herein, PECO respectfully requests that the Complaint be dismissed with prejudice.

Respectfully submitted,



Michael A. Gruin (I.D. No. 78625)
Dana Pirone Carosella (I.D. No. 57221)
17 North Second Street, 16th Floor
Harrisburg, PA 17101
Telephone: 717-255-7365
Facsimile: 610-988-0852
mag@stevenslee.com

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

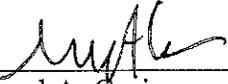
Counsel for PECO Energy Company

Dated: July 5, 2011

Commonwealth of Pennsylvania :
: SS
County of Dauphin :

AFFIDAVIT

I, Michael A. Gruin, being duly sworn according to law, depose and say I am agent of PECO Energy Company and have been authorized to make this affidavit on its behalf and that the facts above set forth are true and correct to the best of my knowledge, information and belief, and PECO Energy Company expects to be able to prove the same at any hearing hereof.



Michael A. Gruin, agent of PECO Energy Company

Sworn and subscribed before me this
5th day of July, 2011



Notary

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DEBORAH N. KOONS, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires June 22, 2015

Zaketa, Anita D:(BSC)

From: eFile@state.pa.us
Sent: Monday, November 29, 2010 11:21 AM
To: Smith, Ward L.:(BSC)
Cc: Zaketa, Anita D:(BSC)
Subject: PA PUC eServe Notice
Importance: High

Dear WARD L SMITH,

A(n) **Formal Complaint Form** has been served in this proceeding. This document is docketed as **F-2010-2212426**. You may view this document at
INGRAM - FORMAL COMPLAINT - PECO ENERGY COMPANY-ELECTRIC

You are receiving this email because you are a(n) **Respondent** for this case and have agreed to be served electronically. By selecting electronic service (eService), you have agreed that this notification constitutes valid service. Electronic service of any and all documents will be in place of paper service.

Thank You,
Public Utility Commission
Commonwealth of Pennsylvania

** Please do not respond to this automatically generated email.*

11/29/2010



MOODY LAW OFFICES, LLC

SUITE 200, TWO PENN CENTER
1500 JOHN F. KENNEDY BOULEVARD
PHILADELPHIA, PA 19102

(215) 854-4013
FAX (215) 659-8879

SUSAN C. MOODY

moodylawoffice@verizon.net

November 20, 2010

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

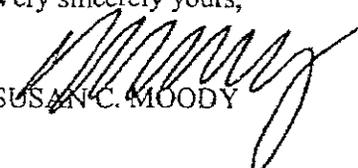
RE: Michael Ingram
No.: BCS 2714830

To the Secretary:

Please be advised that this firm represents Michael Ingram, Sr., Complainant. Enclosed please find his formal complaint against Philadelphia Electric Company.

Kindly direct all future correspondence to the undersigned.

Very sincerely yours,


SUSAN C. MOODY

SCM/scm
Enclosures
cc: Michael Ingram

NEW JERSEY OFFICE

ONE GREENTREE CENTER, SUITE 201
MARLTON, NJ 08053
856-988-5871
Fax: 856-596-8359

MONTGOMERY COUNTY OFFICE

P.O. BOX 327
WILLOW GROVE, PA 19090-0327
267-974-6521

PLEASE REPLY TO:

RECEIVED

NOV 20 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RECEIVED
2010 NOV 24 AM 10:05
PA P.U.C.
SECRETARY'S BUREAU

BCS 2714830

timely

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

RECEIVED

NOV 20 2010

Please print in ink or type.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1. CUSTOMER (COMPLAINANT) INFORMATION

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

Name MICHAEL INGRAM, SR.

Street/P.O. Box 6240 N. Broad Street Apt # _____

City Philadelphia State PA Zip 19141

County Philadelphia

Daytime Telephone Number Where We Can Contact You: (215) 927-3010

E-mail Address (optional): _____

Utility Account Number 22591-53085
(from your bill)

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

Name Alicia Lovett

Street/P.O. Box 6244 N. Broad Street, 2nd Floor

City Philadelphia State PA Zip 19141

2. FULL NAME OF UTILITY COMPANY (RESPONDENT):

Peco ^{and}

3. TYPE OF UTILITY (check one)

- | | |
|--|---|
| <input checked="" type="checkbox"/> ELECTRIC | <input type="checkbox"/> STEAM HEAT |
| <input type="checkbox"/> GAS | <input type="checkbox"/> WASTE WATER |
| <input type="checkbox"/> WATER | <input type="checkbox"/> MOTOR CARRIER
(e.g., taxi, moving company, limousine) |
| <input type="checkbox"/> TELEPHONE | |

~~RECEIVED~~
2010 NOV 20
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU
AH 10:05

(local, long distance)

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 (explain).

B. State the facts of your complaint.

Include any specific dates, times or places that may be 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.

Complainant/Landlord owns duplex apartment building at 6244 N. Broad Street, Philadelphia, Pennsylvania. Both apartments individually metered for electric service and had service in their respective names. Complainant's lease states that tenant is responsible for electric service and the lease was to be produced when applying for service with PECO.

Hence, PECO had notice that said premises was individually metered.

In or around June, 2010, second floor tenant's electric service was terminated due to non-payment. First floor tenant's service was affected by the shut-off, service was lost in his apartment and contacted PECO. PECO's technician came out but could not obtain access to first floor apartment as the tenant was not at home. Landlord could not allow access under the Pennsylvania Landlord-Tenant law. A PECO technician returned two weeks later and discovered a wiring issue where a portion of first floor service was being used by the second floor apartment. Complainant corrected the problem immediately.

PECO cited Complainant/Landlord with a foreign wiring citation and included the second floor tenant's delinquent balance for non-payment. PECO is seeking a total of \$ 2,456.71. This was in error

Pursuant to 66 PA C.S.A. § 1529.1 the landlord is responsible for electric service from the time the wiring issue is discovered until it is resolved. Pursuant to Section 1 (b), the tenant must notify the utility that the premise was individually metered. As a result the tenant is responsible for payment for electric service. PECO is in error for charging Complainant for the second floor tenant's delinquent balance. He should only be charged for the time between the wiring issue was discovered and then corrected.

5. **RELIEF**

How do you want your complaint to be resolved? Use additional paper if you need more space.

Claimant requests that he bill charged from the date the faulty wiring was discovered to the time it was corrected and not be responsible to pay his second floor tenant's delinquent bill.

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility **AND** your complaint is about a billing problem, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

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

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. LEGAL REPRESENTATION (IF ANY)

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

Lawyer's Name SUSAN C. MOODY, ESQUIRE

Street Suite 200, Two Penn Center

City Philadelphia State PA Zip 19090

Area Code/Phone Number 215 854-4013

E-mail Address (If Known) moodylawoffice@verizon.net

9. 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 Michael Ingram, Sr., 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]
(Signature)

11/20/10
(Date)

President
Title of authorized employee or officer

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 17105-3265	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
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Facsimiles and/or electronic filings of the complaint 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.



Emergency and Repairs: 1-800-831-4141 This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO equipment. For all other business, call 1-800-494-3000.

Page 2

Name: MICHAEL INGRAM
 Service Address: 6244 N BROAD ST, 2ND FL,
 PHILADELPHIA
 Phone Number: 215-885-9651
 Account Number: 22591-53085
 Issue Date: 07/01/2010

Other Basic Charges

Connection charge - standard	\$6.00
Charges from previous bill	\$2,358.56
Total other charges	\$2,364.56
Total amount due	\$2,456.71

Message Center

New charges contain estimated total state taxes of \$6.79, including \$5.44 for State Gross Receipts Tax. PECO's new charges contain \$17.94 Intangible Transition Charges.

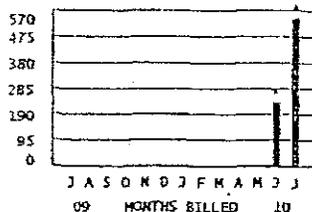
*** Final Bill ***

Late payment charges will continue until bill is paid.

Your Usage Profile

Electric Residential Service

13-Month Usage (Total kWh)



* Non-regular billing period

Month Billed	Avg Daily Usage	Avg Daily Temp
Current Month	41.8	82
Last Month	39.6	75
Last Year	0.0	0
Avg kWh per Month		391
Total Annual kWh Usage		782



DO NOT MAIL THIS PORTION WITH YOUR PAYMENT



0003

Final Bill Notice

Name: MICHAEL INGRAM
Service Location: 6244 N BROAD ST 2ND FL PHILADELPHIA PA 19141

Account Number: 2259153085
Issue Date: November 16, 2010

Charges past due: Your balance of \$2,456.71 at 6244 N BROAD ST remains unpaid.

Total amount past due \$2,456.71

For More Information:

Please forward your payment immediately. Late payment charges will continue to be assessed on your account until the entire balance is paid in full.

Unless payment is made, your account will be referred to a nationally affiliated collection agency for appropriate action. It is our desire to avoid this. Such referral could affect your future credit status. (You can prevent referral by making a payment at once.)

If you have any questions about this Final Notice, electric/gas services or rates please call us at 1-800-494-4000.

PC019P

When paying in person, please bring the entire bill.

Return only this portion with your check made payable to PECO. Please write your account number on your check.



- Check here to enroll in Power Pay automatic account debit and complete form on reverse side.
- Check here to pledge a donation to NEAF and complete form on reverse side.

Monday through Friday 8:30 a.m. to 5:00 p.m.
1-800-494-4000

2985 1 AT 0.357 0821002965000001 07 01 0703075 111172010
MICHAEL INGRAM
550 W WAVERLY RD
GLENSIDE PA 19038-3212
[Barcode]

Account Number 22591-53085 Payment Receipt Stamp

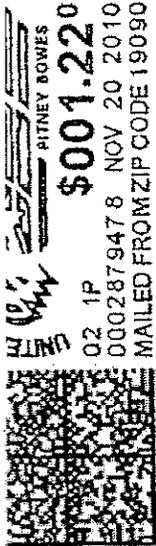
Payment Amount []

Please pay this amount immediately. \$2,456.71

000000000000000000000000

PECO Energy Co.
PO BOX 13439
Philadelphia PA 19162-0439
[Barcode]

22591530850000000000003360000007



FIRST CLASS

FIRST CLASS

FIRST CLASS

First Class Mail

First Class Mail

MOODY LAW OFFICES, LLC
SUITE 200, TWO PENN CENTER
PHILADELPHIA, PA 19102

TO:
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michael Ingram, Sr.

v.

PECO Energy Company

:
:
:
:
:

F-2010-2212426

INITIAL DECISION

Before
Wayne L. Weismandel
Administrative Law Judge

HISTORY OF THE PROCEEDING

On November 20, 2010, Michael Ingram, Sr. (complainant), through his attorney Susan C. Moody, Esquire, filed a formal Complaint (Complaint) against PECO Energy Company (respondent) with the Pennsylvania Public Utility Commission (Commission), Docket Number F-2010-2212426. The Complaint contested respondent's placing of an account with an outstanding balance in the name of a former tenant of complainant in complainant's name.

The Complaint was served on the respondent on November 29, 2010.

On December 17, 2010, the respondent filed its Preliminary Objection to the Complaint, endorsed with a Notice to Plead.

On December 20, 2010, the respondent filed its Answer and New Matter (Answer), endorsed with a Notice to Plead, averring that its actions were taken pursuant to the requirements of 66 Pa.C.S. § 1529.1.



By letter dated December 27, 2010, addressed to the Commission's Secretary, complainant's counsel requested an extension of time to respond to respondent's Preliminary Objection. Complainant's answer to the Preliminary Objection was due not later than December 30, 2010, 52 Pa.Code §§ 5.101(f)(1), 1.12(a), 1.55(a) and (b), 1.56(a)(1) and (b). Complainant's counsel requested that the due date be extended to January 10, 2011. There is no indication in the Commission's official file for this case that any action was ever taken with respect to this request.

By letter dated January 10, 2011, addressed to the Commission's Secretary, complainant's counsel advised that complainant "discharged [her] representation." Ms. Moody also stated that complainant would appreciate additional time to retain new counsel and file an answer to respondent's Preliminary Objection and that, to that end, he "will contact your office accordingly." Again, there is no indication in the Commission's official file for this case that any action was taken with respect to this request or that complainant ever contacted the Commission's Secretary's office.

By Motion Judge Assignment Notice dated February 15, 2011, the case was assigned to me for a ruling on the Preliminary Objection. As set forth above, complainant's answer to respondent's Preliminary Objection was due not later than December 30, 2010, no requested extension ever having been granted. Even assuming that complainant's now-discharged counsel's request for an extension had been granted, the answer would have been due not later than January 10, 2011. To date, complainant has not filed an answer to respondent's Preliminary Objection.

FINDINGS OF FACT

1. Complainant owns the real property known as 6244 North Broad Street, Philadelphia, Pennsylvania (Premises).
2. The Premises is a duplex apartment building with an apartment on the first floor and another apartment on the second floor.

3. Respondent provides electric service to the Premises.

4. At all relevant times, the two apartments were leased to two different tenants.

5. In or around June, 2010, respondent determined that there was foreign load on the meter for the second floor apartment.

6. Upon discovering the foreign load respondent transferred the second floor tenant's account into the name of complainant, to include the existing arrearage on the account.

7. Complainant filed a Complaint on November 20, 2010, seeking a Commission order absolving him of responsibility for the arrearage from the second floor tenant's account that respondent transferred to complainant.

DISCUSSION

Respondent determined the existence of a foreign load situation on complainant's real property in or around June, 2010. Respondent made this determination based upon its investigation at the premises owned by complainant and its interpretation of the requirements of Act 54 of 1993, specifically what is now contained in 66 Pa.C.S.A. § 1529.1. Act 54 of 1993 became effective on September 1, 1993.

Section 1529.1 of the Public Utility Code, 66 Pa.C.S.A. § 1529.1, reads as follows:

§1529.1. Duty of owners of rental property

(a) Notice to public utility. - It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes.

(b) History of account. - Upon receipt of the notice provided in this section, if the mobile home park or residential building contains one

or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.

(c) Failure to give notice. - Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

The Commission has clearly established that the presence of foreign load prevents a dwelling unit from being deemed "individually metered" as that term is used in 66 Pa.C.S.A. § 1529.1. *David P. Boyce v. Duquesne Light Company*, Docket Number Z-00223698, Opinion and Order adopted June 30, 1994, entered September 1, 1994, *Elizabeth Santos v. Metropolitan Edison Company*, Docket Number C-00967757, Opinion and Order adopted July 10, 1997, entered August 7, 1997. Foreign load exists where tenants have a meter and are direct utility customers and utility service for other tenants or for the landlord is being billed through their meter. *Boyce* at 4-5. In other words, foreign load is utility service which is not related to serving a tenant, but for which the tenant is being billed. *Santos* at 4. Section 1529.1 of the Public Utility Code, 66 Pa.C.S.A. § 1529.1, requires that an affected public utility "shall forthwith list the account for the premises in question in the name of the owner" when a residential building contains one or more dwelling units not individually metered. 66 Pa.C.S.A. § 1529.1(b).

In this case, the Premises, owned by complainant is a residential building (i.e., a building containing one or more dwelling units occupied by one or more tenants. 66 Pa.C.S.A. § 1521). Complainant, having the burden of proof, did not contest respondent's discovery of foreign load at the Premises. Rather, complainant only contests the transference of a tenant's arrearage into his name when respondent complied with the mandate of the statute.

I am not unsympathetic to complainant's position that it is unfair to transfer a tenant's entire unpaid balance to the landlord for a *de minimus* foreign load as existed here. Foisting a tenant's delinquent utility bill, for which the tenant (by not paying) and the utility (by not collecting), but not the landlord, share responsibility, onto the landlord appears to me to be a case of two wrongs not making a right. However, the Commission has clearly spoken and the policy established in *Elizabeth Santos v. Metropolitan Edison Company*, Docket Number C-00967757, Opinion and Order adopted July 10, 1997, entered August 7, 1997, cannot be ignored. See, also, *Edmund V. Corazzini v. UGI Penn Natural Gas, Inc.*, Docket Number F-2009-2101282, Opinion and Order adopted July 15, 2010, entered July 16, 2010.

In *Santos* the Commission clearly held that "[t]he utility must . . . place the account in the landlord's name upon discovery of the foreign load and collect unpaid bills only from the landlord." (emphasis added) *Santos* at 14. The Commission also said, "[c]learly, the utility must pursue collection of any unpaid amounts from the landlord and not from the tenant." (emphasis added) *Santos* at 16. See, also, *Allen L. Jones v. Pennsylvania Power & Light Company*, Docket Number C-00971013, Opinion and Order adopted February 11, 1999, entered February 25, 1999. Consequently, complainant is responsible for the tenant's account balance, including arrearages incurred at these premises but not at any other location, as of the date of discovery of the foreign load plus usage until such time as the foreign load was removed and the removal verified by the utility.

As to complainant's position that the statute should not apply because the cost of electric service for the foreign load was *de minimus*, this position must be rejected. As a matter of law, there is no *de minimus* exception to 66 Pa.C.S.A. § 1529.1. *Joseph L. Ward v. PPL Utilities, Inc., Complaint Appellant*, Docket Number C-00992784, Opinion and Order adopted August 31, 2000, entered September 1, 2000. See, also, *Randall Tasker v. PP&L, Inc., Complaint Appellant*, Docket Number C-00003249, Final Order entered August 29, 2000, *Edmund V. Corazzini v. UGI Penn Natural Gas, Inc.*, Docket Number F-2009-2101282, Opinion and Order adopted July 15, 2010, entered July 16, 2010.

The applicable law, as set forth above, as applied to the facts of this case dictates that complainant is liable to respondent for the entire amount transferred to his account from the account previously maintained in the name of his tenant.

Commission preliminary objection practice is comparable to Pennsylvania civil practice respecting the filing of preliminary objections. Cf., *Equitable Small Transportation Intervenors v. Equitable Gas Company*, 1994 Pa PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994).

The Commission's regulations provide, in relevant part:

(a) *Grounds*. Preliminary objections are available to parties and may be filed in response to a pleading except motions and prior preliminary objections. Preliminary objections must be accompanied by a notice to plead, must state specifically the legal and factual grounds relied upon and be limited to the following:

(1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.

...

(4) Legal insufficiency of a pleading.
52 Pa.Code §§ 5.101(a)(1), 5.101(a)(4)

The Commission must act within, and cannot exceed, its jurisdiction. *City of Pittsburgh v. Pa. Public Utility Comm'n*, 157 Pa.Super. 595, 43 A.2d 348 (1945).

Subject matter jurisdiction is a prerequisite to the exercise of the power to decide a controversy. Cf., *Hughes v. Pa. State Police*, 152 Pa.Cmwlth. 409, 619 A.2d 390 (1992), app. denied, 536 Pa. 633, 637 A.2d 293 (1993).

Jurisdiction may not be conferred by the parties where none exists. *Roberts v. Martorano*, 427 Pa. 581, 235 A.2d 602 (1967). Neither silence nor agreement of the parties will confer jurisdiction where it otherwise would not exist, *Commonwealth v. VanBuskirk*, 303 Pa.Super.

148, 449 A.2d 621 (1982), nor can jurisdiction be obtained by waiver or estoppel, *Scott v. Bristol Twp. Police Dep't*, 669 A.2d 457 (Pa.Cmwlth. 1995).

However, the distinction between subject matter jurisdiction and the power to grant relief must be kept in mind.

Jurisdiction and power are not interchangeable although judges and lawyers often confuse them – *Hellertown Borough Referendum Case*, 354 Pa. 255, 47 A.2d 273 (1946). Jurisdiction relates solely to the competency of the particular court or administrative body to determine controversies of the general class to which the case then presented for its consideration belongs. Power, on the other hand, means the ability of a decision-making body to order or effect a certain result. *Delaware River Port Auth. v. PA Public Utility Commission*, 408 Pa. 169, 178, 182 A.2d 682, 686 (1962); see also *Beltrami Enterprises, Inc. v. Commonwealth of PA, Dep't of Environmental Resources*, 159 Pa. Commw. 72, 632 A.2d 989, 993 (Pa. Commw. 1993) (fact that administrative agency may not have power to afford relief in particular case presented is of no moment to determination of its jurisdiction over general subject matter of controversy).

Riedel v. The Human Relations Comm'n Of the City Of Reading, 559 Pa. 33, 39 – 40, 739 A.2d 121, 124 (1999). See, also, *In Re: Melograne*, 571 Pa. 490, 812 A.2d 1164 (2002), *Bell Telephone Co. of PA v. Philadelphia Warwick Co.*, 355 Pa. 637, 50 A.2d 684 (1947).

The Commission does have subject matter jurisdiction with respect to disputes arising under 66 Pa.C.S.A. § 1529.1. For example, a case in which the landlord contested the utility's supposed finding of foreign load at his property would clearly be within the Commission's jurisdiction to adjudicate. What the Commission does not have, as it has recognized in cases such as *Ace Check Cashing Inc. v. Philadelphia Gas Works, Eddie and Jennifer West, Indispensible Parties*, Docket Number C-2008-2056428, Opinion and Order adopted April 22, 2010, entered May 21, 2010, and *Edmund V. Corazzini v. UGI Penn Natural Gas, Inc.*, Docket Number F-2009-2101282, Opinion and Order adopted July 15, 2010, entered July 16, 2010, is the power to afford the relief sought by the complainant in this case.

Section 1529.1 places the responsibility to pay the utility bills on the landlord until the foreign load is corrected. Once the foreign load is corrected by the landlord and verified by the utility, the utility places the account back in the name of the tenant. However, the arrearage, if any, is to remain with the landlord. There is no *de minimus* exception and any dispute regarding the financial responsibilities of the parties is a matter to be resolved in the Court of Common Pleas . . .

Edmund V. Corazzini v. UGI Penn Natural Gas, Inc., Docket Number F-2009-2101282, Opinion and Order adopted July 15, 2010, entered July 16, 2010, at 7.

Respondent's Preliminary Objection, which cites to both 52 Pa.Code §§ 5.101(a)(1) and 5.101(a)(4), must be denied as to the claim that the Commission lacks jurisdiction, but will be granted on the alternative basis of legal insufficiency.

What 52 Pa.Code § 5.101(a)(4) addresses is comparable to Pa.R.C.P. 1028(a)(4), "legal insufficiency of a pleading (demurrer)." The principles applied in ruling upon a demurrer are well-settled.

[W]hen ruling on preliminary objections, [the] Court considers as true all well-pleaded facts which are material and relevant. Specifically, a preliminary objection in the nature of a demurrer is deemed to admit all well-pleaded facts and all inferences reasonably deduced therefrom. In determining whether to sustain a demurrer the court need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations, or expressions of opinion. A demurrer will not be sustained unless the face of the complaint shows that the law will not permit recovery, and any doubts should be resolved against sustaining the demurrer.

Giffin v. Chronister, 151 Pa.Cmwlth. 286, 290, 616 A.2d 1070, 1072 (1992) (citations omitted).

In a case such as this one, where the complainant only seeks a Commission order removing the tenant's transferred arrearage from his account, the Commission is without the power to grant the relief sought. The Commission is granted discretion to "dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest." 66 Pa.C.S.A. § 703(b). A hearing is necessary only to resolve disputed questions of fact, and when the question presented is

one of law, the Commission need not hold a hearing. *Lehigh Valley Power Comm'n v. Pa. Public Utility Comm'n*, 128 Pa.Cmwlth. 259, 563 A.2d 548 (1989), *Edan Transportation Corp. v. Pa. Public Utility Comm'n*, 154 Pa.Cmwlth. 21, 623 A.2d 6 (1993). This case does not involve disputed questions of fact. The question presented is one of law only. Inasmuch as the Commission is without the power to grant the only relief requested by the complainant, a hearing in this case is not necessary. A hearing would be a fruitless exercise.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and the subject matter of this case.
2. As the proponent of a rule or order, complainant had the burden of proof in this matter pursuant to 66 Pa.C.S.A. § 332(a).
3. Foreign load exists where tenants have a meter and are direct utility customers and utility service for other tenants or for the landlord is being billed through their meter.
4. The presence of foreign load prevents a dwelling unit from being deemed "individually metered" as that term is used in 66 Pa.C.S.A. § 1529.1.
5. 66 Pa.C.S.A. § 1529.1 requires that an affected public utility "shall forthwith list the account for the premises in question in the name of the owner" when the tenant's account has foreign load.
6. When a public utility acts to transfer a tenant's account into the name of the landlord pursuant to the provisions of 66 Pa.C.S.A. § 1529.1, the transferred amount includes any existing arrearage of the tenant.

7. When acting in accordance with the provisions of 66 Pa.C.S.A. § 1529.1, a utility must place the tenant's account in the landlord's name upon discovery of the foreign load and collect unpaid bills only from the landlord. The utility must pursue collection of any unpaid amounts from the landlord and not from the tenant.
8. There is no *de minimus* exception to 66 Pa.C.S.A. § 1529.1.
9. Commission preliminary objection practice is comparable to Pennsylvania civil practice respecting the filing of preliminary objections.
10. The Commission must act within, and cannot exceed, its jurisdiction.
11. Subject matter jurisdiction is a prerequisite to the exercise of the power to decide a controversy.
12. Jurisdiction may not be conferred by the parties where none exists.
13. Neither silence nor agreement of the parties will confer jurisdiction where it otherwise would not exist, nor can jurisdiction be obtained by waiver or estoppel.
14. Jurisdiction and power are not interchangeable.
15. Jurisdiction relates solely to the competency of the particular court or administrative body to determine controversies of the general class to which the case then presented for its consideration belongs.
16. Power means the ability of a decision-making body to order or effect a certain result.

17. The Commission does have subject matter jurisdiction with respect to disputes arising under 66 Pa.C.S.A. § 1529.1.

18. The Commission does not have the power to afford the relief sought by the complainant in this case.

19. Any dispute between the landlord and the tenant regarding the arrearages of the tenant that were transferred to the account of the landlord by a public utility in accordance with the provisions of 66 Pa.C.S.A. § 1529.1 upon discovery of foreign load is a matter to be resolved in the Court of Common Pleas.

20. What 52 Pa.Code § 5.101(a)(4) addresses is comparable to Pa.R.C.P. 1028(a)(4), “legal insufficiency of a pleading (demurrer).”

21. The Commission is granted discretion to “dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest.”

22. A hearing is necessary only to resolve disputed questions of fact, and when the question presented is one of law, the Commission need not hold a hearing.

23. This case does not involve disputed questions of fact.

24. Inasmuch as the Commission is without the power to grant the only relief requested by the complainant, a hearing in this case is not necessary.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Preliminary Objection filed December 17, 2010, by PECO Energy Company in the above-captioned case averring lack of jurisdiction of the Pennsylvania Public Utility Commission is denied.
2. That the Preliminary Objection filed December 17, 2010, by PECO Energy Company in the above-captioned case averring legal insufficiency of the Complaint is sustained.
3. That the formal Complaint filed November 20, 2010, by Michael Ingram, Sr. against PECO Energy Company with the Pennsylvania Public Utility Commission, Docket Number F-2010-2212426, is dismissed.
4. That the record at Docket Number F-2010-2212426 be marked closed.

Date: February 23, 2011

Wayne L. Weisman
Administrative Law Judge

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

Public Meeting held May 5, 2011

Commissioners Present:

Robert F. Powelson, Chairman
John F. Coleman, Jr., Vice Chairman
Tyrone J. Christy
Wayne E. Gardner
James H. Cawley

Michael Ingram, Sr.

v.

PECO Energy Company

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:
:
:
:
:

F-2010-2212426

ORDER

BY THE COMMISSION:

We adopt as our action the Initial Decision of Administrative Law Judge Wayne L. Weisman, dated February 23, 2011;

THEREFORE,

IT IS ORDERED:

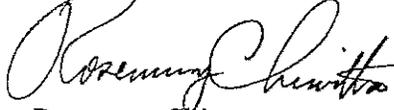
1. That the Preliminary Objection filed December 17, 2010, by PECO Energy Company in the above-captioned case averring lack of jurisdiction of the Pennsylvania Public Utility Commission is denied.
2. That the Preliminary Objection filed December 17, 2010, by PECO Energy Company in the above-captioned case averring legal insufficiency of the Complaint is sustained.



3. That the formal Complaint filed November 20, 2010, by Michael Ingram, Sr. against PECO Energy Company with the Pennsylvania Public Utility Commission, Docket Number F-2010-2212426, is dismissed.

4. That the record at Docket Number F-2010-2212426 be marked closed.

BY THE COMMISSION



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: May 5, 2011

ORDER ENTERED: May 6, 2011

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

MICHAEL INGRAM
Complainant

v.

PECO ENERGY COMPANY
Respondent

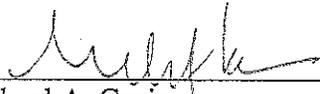
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: Docket No. C-2011-2246492
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CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Answer and New Matter upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA First Class U.S. Mail

Michael Ingram
550 Waverly Road
Glenside, PA 19038



Michael A. Gruin

DATED: July 5, 2011

Michael A. Gruin
Stevens and Lee Lawyers
17 North Second Street
16th Floor
Harrisburg, PA 17101

RECEIVED
JUL 27 2011

STEVENS & LEE

RE: Michael Ingram v. PECO Energy Company
Docket No. C- -2011-2246492

July 22, 2011

Dear Mr. Gruin:

Allow me to begin by stating that I am not an attorney. I attempted to hire one, but the cost was extremely prohibitive so I contacted my state representative for advise on handling this matter. I will try to express my thoughts and provide information that will increase my chances to be heard.

This letter is requesting Peco Energy to appeal it's decision to deny my claim and reopen my case. Circumstances occurred that were beyond my control which prevented me from being present at the hearing. My formal complaint needs to be revisited for the following supportive reasons:

1. Lack of Proper Notification

When I discovered that my tenant's overdue balance on her electric bill was being put under my name and personal home account, I filed a complaint with PUC. They informed me to continue to pay all accounts and keep them current (which I have done) while they reviewed my complaint. I found out that my case had been denied when I received my most recent bill. It was denied due to my failure to be present at the hearing. I had not received any notification from PUC about the date and time of the hearing; neither did I receive a letter stating that my case had been dismissed. I have not heard from anyone nor received any formal, written letter from the time I filed the complaint until getting my latest billing statement.

The Secretary of the Commission, Rosemary Chiavetta, emailed me a copy of the certified envelope that was mailed to me - this being proof that it had been mailed. I talked with the station manager at the Logan branch of the post office. I asked why was this certified envelope returned without the necessary attempts made to deliver it and without proper



notation on the face of the envelope. There is nothing stamped on the cover of the envelope that would show the delivery attempts that were made. Normally, the post office will make a total of three separate attempts, leave a date when they will try to deliver it again and leave a date when the final attempt will be made. None of this was done - someone did not do their job at the post office. The mail appeared to have been sent back only after one delivery attempt. Based on the station manager's research, he could not explain the mishap. I asked what should I tell PUC; he did not have an answer. I requested if he could state in writing what happened. He said that he was unable to do so. He did give me his name. He is very familiar with the transaction if it becomes necessary to call him:

Mr. Chris Hammond (A) - station manger
6150 North Broad St.
Logan Station
Philadelphia PA 19141
(215) 924-8858

2. Allowing a high bill

My tenant informed me that she runs her air conditioner nearly twenty-four hours a day all year round because of an an asthma condition in her family. She made a medical arrangement with PECO. It is naturally safe to assume that a family in a two bed apartment does not incur such high bills. At what point is a past due amount so high that PECO will decide to terminate services? It seems like it is an arbitrary number. Peco knowingly allowed the bill to get out of control and then at some point decided to go after me, the landlord, and hold me accountable, although I had no knowledge of what was going on. This matter originated as a separate billing account while pending investigation with PUC. Then suddenly it was transferred to my home account after I received a derogatory letter stating my service would be terminated. The bill was dropped in my lap with no explanation. This is not sound business practice. Peco has a responsibility to explain their collection policy and their actions regarding how they treat their customers. I have never been late in paying my personal electric bill and I was threaten termination of services at my home because of this issue. This is very upsetting.

3. Foreign Wiring Polcy

I question the "foreign wiring" issue. Both of my tenants on the first and second floor informed me that no one from Peco came to them questioning the wiring. The breaker panel is in the basement which I only have access to and I did not allow nor was a request made from Peco to examine the breakers. So how did Peco know about this problem? The foreign wiring was not the reason for PECO's presence at the property location, but termination of services. Shouldn't there be proper documentation that was used to determine and confirm that this wiring issue existed? Who did Peco meet at the apartment? If this matter was so, why couldn't the balance be resolved as a civil matter between the landlord and tenant?

4. Billing from another location and collecting from the landlord and the tenant

It appears that Peco is trying to collect the same overdue balance from both the tenant and the landlord at the same time. Peco made my tenant pay on the balance so service could be restored while they were transferring her overdue balance account into my name. This is not right. It also appears that PECO is collecting monies from a bill the tenant accrued at a different location than 6244 N. Broad St. This is reflected in the attorney's letter. I do not know the breakdown of the past due balance of my tenant. I do not know how much of the total balance that was put on my personal account is from 6244 N. Broad and how much is from the previous address my tenant resided at before moving in my apartment. I have no documentation from Peco substantiating the bill. Why am I obligated to pay for a bill I did not contribute to and have no record of?

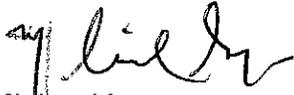
This simple two-story house has turned into a nightmare as a landlord. I simply purchased this house to make life better for my family, community, and tenants. Never with the intent to cause any hurt, harm or danger. There are too many unanswered questions and issues (the way Peco handles its collection, applying the proper billing amounts, two different property addresses on one bill, the viable option of allowing the landlord and tenant to handle the situation in a civil court or between themselves, Peco honoring the medical arrangement that was made with the tenant, Peco trying to collect from two people at the same time and on the same account) for this issue not to be examined. It appears that PECO Energy is wielding its power in an attempt to collect payment from both myself and the tenant over this "foreign wiring" issue. Constantly sending threatening letters and having succeeded in terminating services from the time this started to the present for both the tenant and landlord is stressful and erodes at ones quality of life.

In conclusion, I am asking that my complaint be reopened in light of not having an opportunity to discuss the issues due to the circumstances that were out of my control. I would like PUC to set another time that all of the facts can be examined and that I may explain my position. I don't believe PUC and their "foreign wiring" issue were established with the intent to be flagrant, inflexible and distasteful to the landlord and tenant. I believe my situation is unique and should be evaluated. To be fair to the landlord, I would ask that all reports, documents and records be forward for review: all past due bills itemized from the time the account became delinquent to the time the account went back to the tenant's name, reports from all service persons involved with this account.

Another option would be to reset the billing back to the beginning with the account being under the tenant's name and not the landlord's name. The tenant is fully aware that this bill belongs to her and she is willing to accept it. PECO can also accept responsibility

I anxiously look forward to hearing from you. My cell number is 215-885-9651. Any documentation can be sent to my home address - 550 W. Waverly Rd Glenside PA 19038.

Thank you,

A handwritten signature in black ink, appearing to read "Michael Ingram". The signature is fluid and cursive, with a prominent initial "M".

Michael Ingram

See Attachments:

1. PECO billing and shut off notices
2. Post office certified mail policy

cc: Tishekia Williams - Peco
Rosemaary Chiavetta - PUC



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Tip: Use the word OR with many closely related terms. For example, crab OR lobster OR shrimp will find content with any of these words.

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Items requiring a Signature - Accountable Mail

Accountable Mail items	Non-accountable Mail items	Accountable Mail handling	Accountable Mail Pickup
What is meant by the term "Authorized Agent"?	Who can accept mail?	What form is signed, how long is it kept?	USPS Form 3849 Image

Accountable Mail Items:

Accountable Mail requires a signature and/or payment of fees from the recipient or the recipient's agent before delivery can be completed.

- You (or a responsible person at the residence) must be present to sign for Accountable Mail.
 - Signing PS Form 3849 and leaving it for the mail carrier does *not* meet the minimum requirements for Accountable Mail to be delivered.
- *Restricted Delivery* service is even more specific; the specific person or an authorized agent must be present to sign for and accept this mail.

The following Accountable Mail requires a signature and/or payment of fees:

- Insured Mail (over \$200)
- Collect On Delivery (COD)
- Registered Mail items
- Postage Due
- Certified Mail items
- Return Receipt for Merchandise
- Foreign Origin Mail with extra services.
- Signature Confirmation service
- Restricted Delivery option
- Express Mail service items (unless signature waived).
- Return Receipt service (attached to any class of mail)

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Non-accountable Mail items:

Non-Accountable Mail can be delivered to an address without a signature, and/or when the recipient is not present, when

the postal carrier believes it can be left securely.

In order to meet the minimum requirements to have Non-accountable Mail left, the recipient needs to fill out the back of the **Redelivery Notice** (PS Form 3849) as follows:

1. In Section 2, sign the form under the statement: "Sign Here to Authorize **Redelivery** or to Authorize an Agent to Sign for You"
2. In Section 3, check the box on the form next to: "Leave item at my address"
3. In the upper right section, indicate where the item is to be left.
4. Place the completed form in your mailbox. Non-Accountable Mail does not require a signature and/or payment of fees from the recipient or the recipient's agent before delivery is complete.

Non-accountable Mail includes:

- Perishable Items
- Delivery Confirmation items
- Uninsured Packages
- Insured Mail (up to \$200)

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Accountable Mail Handling

1) *First Notice:*

If no one is home on the first delivery attempt, the carrier will leave PS Form 3849 (Peach colored). This form notifies the addressee that an article requiring a signature or fees to be paid is being held at the Post Office and will be available for pick-up the following business day (either you or someone you authorize can sign for the item).

Mail is not available for pick up the same day.

2) *Redelivery:*

Someone (either you or someone authorized to sign for the item) will need to be home to have your "signature required" mail redelivered. **Redelivery** Mail that does not require a signature can be left if you sign the card and request **redelivery** and provide an appropriate location at the address.

3) *Final Notice:*

Certain classes of mail are held at the local Post Office for different time periods before they are returned to the sender. For Express Mail, if the customer does not pick up the item at the Post Office or schedule a **redelivery**, a final notice will be delivered by the letter carrier 3 days from the date of the first notice. If the customer does not pick up the mail item at the Post Office or schedule a **redelivery** within 5 days from the date of the first notice, the Express Mail item will be returned to sender.

Other classes of mail or Accountable Mail requiring a signature or fees to be paid may be held at the local Post Office anywhere from 10 to 30 days. A final notice will be delivered by the letter carrier 5 days from the date of the first notice. The deadline to pick up the mail item or schedule a **redelivery** will also be noted on the PS Form 3849 (Peach colored). For additional information on **Redelivery**, Second/Final Notice and Return Dates, please [click here](#).

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Accountable Mail Pickup:

If you have received a Form 3849 Delivery Notice / Reminder receipt and you would like to pick up the item, but are unsure where the item is being held, you may call customer service at 1-800-ASK-USPS (1-800-275-8777) to see where you can pick up the item.

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What is meant by the term "Authorized Agent"?

<http://faq.usps.com/eCustomer/iq/usps/request.do?session={554d3f80-b489-11e0-68cb-00...> 7/22/2011

Your authorized agent is someone you authorize to pick up and sign for your mail.

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Who can accept mail?

The United States Postal Service regulations allow for other residents than the addressee to sign for a mailpiece. Requirements to accept or pick up Accountable Mail include:

- **Residential Mail:**
 - The addressee may accept or pickup their own Accountable Mail (proof of identification may still be required).
 - For home deliveries, any adult in the home (and, in some cases other residents at the discretion of the letter carrier) may sign for Accountable Mail, unless it is marked "Restricted Delivery".
 - Mail for minors or persons under guardianship may be accepted or picked up by their parents or guardians.
 - At the retail window, any adult with a photo ID that shows the same last name or the same address may pick up the mailpiece unless it is marked "Restricted Delivery".
 - An individual may pick up mail for someone else (including restricted delivery) if it has been indicated on a Standing Delivery Order (Form 3801) or if the individual has written authorization from the addressee.
 - Authorization can be written directly on the delivery notice (PS Form 3849 - Peach colored) or plain paper.
- **Mail addressed to two people:**
 - Mail addressed to Mr. "and" Mrs. Doe requires the signature of either addressee.
 - Mail addressed to Mr. "or" Mrs. John Doe requires the signature of either addressee.
- **Mail addressed to a business address:**
 - Mail addressed to an institution is delivered according to the institution.
 - Mail addressed to a company is delivered according to each firm's policies.
 - Items addressed to an individual at the company may be signed for by mailroom personnel. In these instances, the addressee should contact their mailroom to inquire about the mailpiece.
 - Businesses designate an Authorized Agent to sign for their mail.
 - Local Post Office (LPO) facilities that service the Delivery of mail to and address have these names on file.
 - For assistance with adding Authorized Agents for your business or other address, the customer needs to contact their LPO.
- **Mail delivered to an Apartment / Hotel / Hospital:**

If the mailpiece is NOT stated as Restricted Delivery, a housing facility can sign for and accept mail sent to a resident as follows:

 - Registered Mail items
 - Registered Mail items sent to a person at a hotel or apartment house is delivered to the persons designated by the management of the hotel or apartment house in a written agreement with the Postal Service (Form 3801-A).
 - Other Accountable Mail
 - Mail sent to a patient or inmate at an institution is delivered to the institution authorities.
 - Mail sent to a person at a hotel, apartment house, etc., may be delivered to any person in a position to whom mail for that location is usually delivered.
- **If the mailpiece is stated as Restricted Delivery:**
 - The mailpiece is NOT delivered to the designated representative of the housing facility, unless the recipient has authorized that person in writing to receive restricted-delivery mail.
 - Mail for an inmate of a city, state, or federal penal institution, in cases where a personal signature cannot be obtained, is delivered to the warden or designee.
 - Mail for minors or persons under guardianship may be delivered to their parents or guardians.

[Back to Top](#)

What form is signed, how long is it kept?

When Accountable Mail (i.e. Express Mail service items, mail with Certified Mail service, etc...) is delivered, it requires a signature.

- Recipients will sign PS Form 3849, also known as the "Delivery Notice," when they accept their Accountable Mail.

3.0 Certified Mail

3.1 Certified Mail Fees

3.1.1 Certified Fees

Certified Mail fee is in addition to postage and other fees, and is charged per piece. See Notice 123—Price List.

3.1.2 Fee and Postage

The Certified Mail fee must be paid in addition to the correct postage. The fee and postage may be paid with ordinary postage stamps, meter stamps, or permit imprints. The fee and postage on official mail of federal government agencies and departments are collected under the applicable reimbursement procedures.

3.2 Basic Information

3.2.1 Description

Certified Mail service provides the sender with a mailing receipt and, upon request, electronic verification that an article was delivered or that a delivery attempt was made. Customers can retrieve the delivery status in three ways: (1) over the Internet at www.usps.com by entering the article number shown on the mailing receipt; (2) by telephone at 1-800-222-1811; or (3) by bulk electronic file transfer for mailers who provide an electronic manifest to the USPS. Certified Mail is dispatched and handled in transit as ordinary mail. Delivery of Certified Mail is subject to 508.1.0 and 508.2.0. No insurance coverage is provided. USPS maintains a record of delivery (which includes the recipient's signature) for a specified period of time. Customers may obtain a delivery record by purchasing return receipt service. See 6.0 for details.

3.2.2 Eligible Matter

Only mailable matter prepaid with postage at First-Class Mail or Priority Mail (excluding Critical Mail) prices may be accepted as Certified Mail.

3.2.3 Additional Services

~~7-5-11~~ The following services may be combined with Certified Mail if the applicable standards for the services are met and additional service fees are paid:

- a. Return receipt (not available for Adult Signature).
- b. Restricted delivery (not available for Adult Signature).
- c. Adult Signature Required and Adult Signature Restricted Delivery (available only for Priority Mail, but not Critical Mail).

3.2.4 Delivery Record

Mailers may request a delivery record after mailing under 6.0, *Return Receipt*.

3.3 Mailing

3.3.1 Where to Mail

A mailer may mail Certified Mail at a Post Office, branch, or station or give it to a rural carrier. Certified Mail may also be deposited in a Post Office maildrop, a street letterbox, a nonpersonnel unit, or any other receptacle for First-Class Mail, subject to 3.3.5.

3.3.2 Available Destinations

Certified Mail may be addressed for delivery only in the United States and its territories and possessions, through APOs and FPOs, or through the United Nations Post Office, New York.

1

U. S. Postal Service ROUTING SLIP		Office or Room No.	<input type="checkbox"/> Approval <input type="checkbox"/> Signature <input type="checkbox"/> Comment <input type="checkbox"/> See Me <input type="checkbox"/> As Requested <input type="checkbox"/> Information <input type="checkbox"/> Read and Return <input type="checkbox"/> Read and File <input type="checkbox"/> Necessary Action <input type="checkbox"/> Investigate <input type="checkbox"/> Recommendation <input type="checkbox"/> Prepare Reply <input type="checkbox"/>
To:			
1			
2			
3			
4			
5			
From:			Phone No.
Date:			Room No.
Remarks:			
<p>Chris Hammonds Manager (A) 6150 Logan Street Phila Pa 19141 215-924-8858 215-924-8858</p>			

Tracking System, where it is available for the period of 2 years.

Senders seeking a return receipt showing the date of delivery and the name of the person or organization that received the mail piece may request a Return Receipt after Mailing.

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USPS Form 3849 Image

We will redeliver OR you or your agent can pick up your mail at the Post Office. (Bring this form and proper ID. If your agent will pick up, sign below in item 2, and enter agent name here):

<p>1. Check all that apply in section 3; b. Sign in section 2 below; a. Leave this notice where the carrier can see it.</p>	
<p>2. Sign Here to authorize redelivery or to authorize an agent to sign for you:</p>	Delivery Section
<p>3. <input checked="" type="checkbox"/> Redeliver (Enter day of week):</p>	<p>Signature X</p>
<p>(Allow at least two delivery days for redelivery, or go to usps.com/redelivery or call your Post Office to arrange redelivery.)</p>	<p>Printed Name</p>
<p><input type="checkbox"/> Leave item at my address</p>	<p>Delivery Address</p>
<p>(Specify where to leave. Example: "kitchen", "side door". This option is not available if box is checked on the front requiring your signature at time of delivery.)</p>	
<p><input type="checkbox"/> Refused <input type="checkbox"/> Forward <input type="checkbox"/> Return</p>	<p>5293 0260 9515 4339</p>

PS Form 3849, May 2008 (Reverse)

United States Postal Service SM		Today's Date	Sender's Name
Sorry We Missed You! We SM Deliver for You			
Items as of: _____ _____ Post Office (See back)		Available for Pick-up After Date: _____ Time: _____	We will redeliver or you or your agent can pick up. See reverse.
<input type="checkbox"/> Letter <input type="checkbox"/> Large envelope, magazine, catalog, etc. <input type="checkbox"/> Parcel <input type="checkbox"/> Restricted Delivery <input type="checkbox"/> Perishable Item <input type="checkbox"/> Other: _____	For Delivery: (Enter total number of items delivered by service type) For Notice Left: (Check applicable item) <input type="checkbox"/> Express Mail SM <input type="checkbox"/> Insured Mail <input type="checkbox"/> Certified Mail TM <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Firm Bid <input type="checkbox"/> Delivery Confirmation TM <input type="checkbox"/> Registered Mail TM <input type="checkbox"/> Signature Confirmation TM	<input type="checkbox"/> If checked, you or your agent must be present at time of delivery to sign for item. Article Number(s) _____ _____ _____	
Article Requiring Payment <input type="checkbox"/> Postage Due <input type="checkbox"/> COD <input type="checkbox"/> Customs \$ _____		Notice Left Section Customer Name and Address _____ _____	
<input type="checkbox"/> Final Notice: Article will be returned to sender on _____		Delivered By and Date _____	

PS Form 3849, May 2008



Delivery Notice/Reminder/Receipt

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FORM UCGD-15 (Rev. 12/10)
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA
PUBLIC UTILITY COMMISSION
P.O. BOX 3265
HARRISBURG, PA 17105-3265
ADDRESS SERVICE REQUESTED

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL



9171 9690 0935 0001 0231 80

FIRST CLASS MAIL

Hastler

03/01/2011

US POSTAGE

\$04.51



ZIP 17120
011D12601777

MICHAEL INGRAM SR
6240 NORTH BROAD STREET
PHILADELPHIA PA 19141

MW
3/1/11
3/1/11
3/1/11

FE-2

NIXIE 191 DE 1 00 03/25/11
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 17105325555 *0219-06408-01-99



*DOCUMENT
FOLDED*



Emergency and Repairs: 1-800-841-4141. This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO equipment. For all other business, call 1-800-494-4000.

Name: MICHAEL INGRAM
Account Number: 08285-00205
Phone Number: 215-885-9651
Service Address: 550 WAVERLY RD, GLENSIDE

Billing Summary

Bill Date: 05/24/21
Thank you for your payment of \$410.54
Charges from previous bill: \$2,456
Late payment charge: \$36
Total Other Charges: \$2,493

Current Period Charges

Gas: \$51
Electric: \$149
Total New Charges: \$201
Total amount due on 06/15/2011: \$2,695

General Information

Next scheduled meter reading: June 23, 2011
PECO, 2301 Market St, Philadelphia, PA 19103-1380. If you have any questions or concerns, please call 1-800-494-4000 before the due date.
Customer Self Service - Manage Your Account 24/7
- www.peco.com/bill - Go paperless: receive and pay your bill
- www.peco.com/service - Start, stop and transfer your service
- www.peco.com/smartdeals - Save energy and money
- Pay by phone with credit/debit card at 1-877-432-9384 (\$3.50 fee)

Message Center

New charges contain estimated total state taxes of \$11.28, including \$9.07 State Gross Receipts Tax.
Your electric price to compare is \$0.0999 per kWh.

*1-800-494-4000
782-1115
PAC*

*Check with
22001000
Electric
WAVE
PECO
ELECTRIC
PAY*

*MINY PER
CLOSED*

*June 3
Outstanding
Amount
Customer 16009*

Name: HELISHA S LOVETT
Account Number: 22591-53094
Phone Number: 267-582-0879
Service Address: 6244 N BROAD ST, 2ND FL,
PHILADELPHIA

Billing Summary

Bill Date	06/20/2011
Connection charge - standard	\$6.00
Budget bill charges from previous bill	\$52.00
Budget bill charges from previous bill	\$52.00
Budget bill charges from previous bill	\$52.00
Reconnect charge	\$75.00
Reconnect charge	\$75.00
Charges from previous bill	\$663.34
Transfer service	\$919.05
Transfer service 6244 N BROAD ST PHILADELPHIA	\$201.87
Late payment charge	\$426.51
Total Other Charges	\$2,522.77

Current Period Charges

Electric	\$79.41
Total New Charges	\$79.41
Total amount due on 07/12/2011	\$2,602.18

General Information

Next scheduled meter reading: July 20, 2011
PECO, 2301 Market St, Philadelphia, PA 19103-1380. If you have any questions or concerns, please call 1-800-494-4000 before the due date.

Customer Self Service - Manage Your Account 24/7

- www.peco.com/ebill - Go paperless: receive and pay your bill
- www.peco.com/service - Start, stop and transfer your service
- www.peco.com/SmartIdeas - Save energy and money
- Pay by phone with credit/debit card at 1-877-432-9384 (\$3.50 fee)

Message Center

You are on the Customer Assistance Program (CAP) Rate. You are saving money by paying a CAP rate.

New charges contain estimated total state taxes of \$5.74, including \$4.81 for State Gross Receipts Tax.

When paying in person, please bring the entire bill.

(continued on next page)



0112

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

015-360-7774

Account Number: 2259153076
For Service To: 6244 N BROAD ST
Date Prepared: April 7, 2010

Past Due Amt: \$3,636.36
New Billing: \$102.93
Total Amount: \$3,739.29

3624919

Your Gas/Electric Service May Be Shut Off!

Because your bill is past due, we will shut off the service to 6244 N BROAD ST on or after 8:00 a.m. on April 21, 2010.



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

- Pay \$3,636.36 in full before April 21, 2010, 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>\$3,636.36</u>
• Deposit Past Due Amount of	<u>\$0.00</u>
• Agreement Unbilled Balance	<u>\$0.00</u>
• Total	<u>\$3,636.36*</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.

00000

PECO

1-888-480-1533

YOUR GAS/ELECTRICITY HAS BEEN SHUT-OFF

(AVISO DE SUSPENSION DE SERVICIO)
For PECO Charges Only

Name: HELISHA S LOVETT
Addr: 6244 N BROAD ST 2ND FL
PHILADELPHIA, PA 19141

Date: 06/06/2011

Account: 22591-53094

WE SHUT OFF YOUR GAS/ELECTRIC SERVICE BECAUSE:

You did not pay your past due bill.

Other: _____

TO HAVE YOUR SERVICE RESTORED, CALL OUR OFFICE AT 1-888-480-1533.

You must contact us after your payment has been made to be sure you've met all conditions to have the service turned back on and to arrange access to your premises.

You must pay the following before we can restore your service:

- Past Due Amount of \$ 2,419.67 ; and
- Deposit Amount of \$.00
- Agreement Unbilled Balance \$.00
- **Total \$ 2,419.67
- Reconnection Charge(s) Noted: Electric-\$75 / Gas-\$80 / Water-\$25 / Tap Cut-\$260
Major Work-\$1,650 / Other-\$ _____

You may be required to pay any additional bills that have become past due to restore your service.

**Since your service has been terminated, you may have to make substantial payments in order to have your ser 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.

WE MAY BE ABLE TO QUICKLY RESTORE YOUR UTILITY SERVICE IF:

- o Someone in your home is SERIOUSLY ILL. Read the MEDICAL EMERGENCY NOTICE below.
- o Your income is at or below 250% of the Federal Poverty Level. See the chart on the back of this notice and call us at 1-888-480-1533.

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

PECO Energy Co.

1-888-480-1533

If you have questions or need more information, please call us today at (888) 480-1533. After you talk with us, if you are not satisfied, you may file a complaint with the Public Utility Commission (PUC). The PUC may delay the shut off if you file the complaint before the shut off date. To contact them call (800) 692-7380 or write to: Pennsylvania Public Utility Commission, Box 3265, Harrisburg, PA 17105-3265.

WINTER SHUT-OFF PROVISIONS (between December 1 - March 31)

- If your income is below 250% of the federal poverty guideline, we must first ask the PUC for permission to shut off your service. Add together the monthly income of the adults in your household. If that number is the same or less than the amount listed in chart below for your household size, call us immediately at 1-888-480-1533. You will be required to provide us with proof of your income.

Monthly Income at 250% of Federal Poverty Level:				
Household Size	1	2	3	4
Monthly Income	\$2,269	\$3,065	\$3,860	\$4,656

Add \$796 for each additional household member.

- If we shut off your service during the winter months (between Dec. 1 - Mar. 31) we will restore your service within 24 hours of your meeting all requirements/conditions to have service reconnected. Where street digging is required it may take up to 7 days.

IMPORTANT TO KNOW - ABOUT YOUR UTILITY SERVICE

- If you currently have a valid Protection From Abuse order from a court, there are some additional protections available to you. Call us immediately at 1-888-480-1533. (You will be required to provide us with a copy of the order.)
- You may be eligible for a payment agreement or special assistance programs. Call 1-888-480-1533 right away to provide us with household income and occupant information. Documentation of your income will be required, such as pay stubs or tax documents.
- If your landlord pays your utility bill: You have certain legal protections. Call us at 1-800-494-4000.
- If you have trouble understanding or speaking English please call us at 1-888-480-1533.
- If you have a disability or need help understanding this notice, please call us at 1-800-494-4000.
- Termination of service may result in extensive property damage. You are responsible for taking all steps necessary to protect the property and occupants. You may want to turn off the water so the pipes do not freeze. If you do not own the property, you are responsible for notifying your landlord that the service is off.
- Use only equipment that is made for home heating. Use all types of heaters carefully. Follow all directions for safe use. NEVER use your oven, grill, or clothes dryer to heat your home. This could cause a fire or dangerous carbon monoxide gas.
- If your service is shut off, you may have to pay more than the amount on the front of this notice to have your service turned back on. You may have to pay any additional bills that have become past due.
- All adult occupants of the premise whose names are on the mortgage, deed, or lease are considered the 'customer' and are responsible for payment of this bill.
- If service is shut off, ANY adult occupant who has been living at the premise may have to pay all or portions of this bill to have service restored.
- If your service is shut off, you must contact us after your payment has been made to be sure you've met all conditions to have the service turned back on and to arrange access to your premises.
- If we shut off your service during the NON-winter months (between Apr. 1 - Nov. 30) we will restore your service within 3 days of your meeting all requirements/conditions to have service reconnected. Where street digging is required it may take up to 7 days.

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

PECO Energy Company's Business Office hours are Monday through Friday, from 8:30 a.m. to 5:00 p.m. Our business Office is located at: 2301 Market Street, Philadelphia, Pa. 19103.

To pay by credit card or check by phone, call 1-877-432-9384.

Payment Options: For your convenience, we offer the following payment options. Call us for more information about them.
Do not mail cash. Bring entire form with you when paying in person.

- Automatic Bank Payment Plan
- Budget Payment Plan
- Pay-in Person
- Pay-by-Phone

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL INGRAM
Complainant

v.

PECO ENERGY COMPANY
Respondent

:
:
:
:
:
:
:
:
:
:

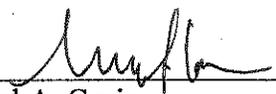
Docket No. C-2011-2246492

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Motion for Judgment on the Pleadings upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA First Class U.S. Mail

Michael Ingram
550 Waverly Road
Glenside, PA 19038



Michael A. Gruin

DATED: September 22, 2011