

Godfrey Kalaluka
Monica Kalaluka
9399 Birch Lane
Tobyhanna, Pa 18466
10/20/2011

RECEIVED

OCT 25 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

RE: Godfrey Kalaluka vs. PA American Water Company
Docket # C-2011-2262810

Dear Secretary Chiavetta:

Response to PAWC's Answer and New Matter

In the case of the answer and new matter presented by attorneys Stevens and Lee on behalf of PAWC, the respondent.

The crux of the case is PAWC's failure to deal with the issue of incorrect amounts on the account. I am going to address the problem precisely as outlined in the proceeding paragraphs:

4. (a): Incorrect amounts on the account

The problem of wrong amounts on the account was raised by the managers of PAWC during a discussion of the account bill. **Three account managers** were involved in the discussion, and one of them named **Tiffany (operation #169076)** stated that the company has a policy to remove amounts that fulfilled what she called "**statute of limitations**" from the account. She pointed out that the amounts that came from the 2005/2006 bankruptcy filing fulfilled the statute of limitations. She reiterated that an amount in excess of **\$4,000.00** was going to be deducted from the account together with the associated late charges and fees, so that a correct and accurate amount of the account is determined. She also stated that a reduced new payment arrangement was going to be given to us after all the appropriate deductions were accomplished. She said she was going to forward that information to the appropriate department which handles such cases; and she requested us to pay **\$1,000.00** to keep the case open. In the light of the foregoing, it is apparent that the issue of incorrect amounts on the account did not originate with us. It was the brainchild of the **three PAWC managers** of whom **Tiffany** was the lead

manager during the deliberations of the account. We are fully convinced and persuaded that those managers discussed the account issues within the purview of the company's policies and procedures. The statements and actions made by the three managers therefore constituted PAWC's policies and positions vis-à-vis the stated statute of limitations. We therefore conclude that there is an overwhelming preponderance of incorrect amounts on the account which should be removed so that a correct amount is generated as evidenced by the three managers' deliberations.

If PAWC had resolved the problem of incorrect amounts on the account, the unwarranted shut off of our water would not have occurred.

Distinct Account Entities

Associated with the incorrect amounts on the account is the indiscriminate lumping of amounts from distinct accounts into the existing account. When we filed for bankruptcy in 2006, the account we had before bankruptcy (Acc.#1254536) was closed by PAWC and a new distinct account was created (Acc. #1803163). When bankruptcy was dismissed in 2008, the post bankruptcy amount was brought back and mixed into the then current account (Acc. #1803163). A bankruptcy filing of 2009 closed Acc. #1803163 and opened a new account (#24-2048011). When the bankruptcy case was dismissed in 2010, the bankruptcy amount was mixed into the current account (#24-2048011).

It is a wrong accounting procedure which does not exist in either academic principles of accounting or the professional practice of accounting. Since the post bankruptcy amounts and the current amounts are distinct entities, they should be treated separately. It is wrong to lump the bankruptcy amounts into the existing account and levy late charges and fees on the existing account – that is double billing. Since the amount that came from bankruptcy is unsecured debt, it should be collected separately/ differently from the existing account. PAWC has a collection department and a bankruptcy department which should be able to handle such type of debt, instead of lumping it into the existing account. It results in double billing of the current account.

The correct bill of the account should therefore reflect the amounts deducted from it due to the statute of limitations and all the associated **fees** and **charges**, and also the amounts that should be deducted from the account due to double billing. PAWC failed to work out the deductions that fulfilled the statute of limitations as was determined by the three managers. They also failed to work out a new payment arrangement as was agreed by all the three managers. Since PAWC failed to effect the stipulated deductions from the account and no new payment arrangement was prepared, we filed an informal complaint through PUC against PAWC for their inability to effect those changes agreed by their **managers**.

4. (b): SHUT-OFF VIOLATIONS

When PAWC issued a 10-day shut-off notice, we contacted them on the matter. The customer service rep who responded to the inquiry read the

annotations that were on the account and told us that there was an open case on the account which was still being worked on, and told us to ignore the shutoff notice. When the 3-day shut-off was issued we called requesting to speak to a manager about the notice, we were refused to have a manager speak with us. The customer service representative again read the notes on the account and indicated the availability of the same information – that there was an ongoing open case which the company was working on. “Don’t worry about it, there is no planned shut-off of water,” the customer service rep reiterated.

On August 31, 2011 our water was shut off in the morning and when I confronted the person who came to shut-off the water, he just said “You owe too much on your account, I have been sent to shut off your water,” and he drove away. He later came back in the afternoon and posted a 48 hour shut-off notice on the garage door dated 8/29/11.

This was a gross violation of shut-off procedures. How could they post a 48 hour shut-off notice after the water has already been shut-off? The date on the 48 hour shut-off notice was 8/29/11. This was the date of hurricane Irene and the whole region extending from South Carolina to Maine was under a state of emergency with massive evacuations. If PAWC could not post the 48 hour shut off notice because of hurricane Irene, they should have prorated the dates accordingly instead of committing a travesty by posting a shut off notice and a 48 hour shut off notice on the same day. That was clearly wrong. Furthermore, a customer service rep read some notes on the account, indicated that there was an open ongoing case on the account which was being worked on; while at the same time issuing shut-off notices. That was very confusing and in direct violation of all norms and procedures of operations. PAWC should therefore be censured for such unprofessional conduct as a public utility company.

In addition to that PAWC presented misleading information to PUC stating that we had already settled with PAWC, which was not the case. As long as PAWC failed to effect what was agreed by the **three managers** regarding the deductions to be implemented on the account and the subsequent lowered new payment plans, there was no settlement that was accomplished.

In light of the foregoing it is very evident that PAWC acted in violation in all respects in connection with the way my account was handled with regard to account amounts and the water shut off.

5. It is regrettable that even the company’s counsel failed to recognize the duplicity PAWC perpetrated by shutting off water when there was an open ongoing case on the account as verified by notes posted on the account. What is proper about shutting off water and thereafter posting a 48 hour shut-off notice? If PAWC had effected the deductions of the statute of limitations as directed by the **three managers**, and treating the bankruptcy amounts as debt to be collected separately, there would not be a large outstanding amount on the existing account. Consequently all the amounts and charges on the current account are incorrect and should be resolved accordingly.

Failure to resolve the correct amount of the current account may necessitate auditing by forensic accountants. PAWC is a utility company similar in status to PPL Electric, and operating under the same bankruptcy laws. PPL Electric informed us that they are required by law not to collect bankruptcy amounts even after dismissal. Why should PAWC be different from PPL Electric? PAWC is also required to observe the rule of law just as PPL Electric did. PPL Electric did not bring back their amounts when the bankruptcy cases were dismissed. Furthermore the PAWC debt is unsecured debt, and as such, it is subject to different collection procedures. Even during the tenure of the bankruptcy, PAWC debt was not being paid because it was unsecured debt and preeminence was given to secured debts. This debt had no preeminence during bankruptcy and should remain that way even after bankruptcy, or be subjected to different collection procedures as indicated before. With regard to the shut-off notices (**Exhibits 3, 4, 5**), they are all fallacious in light of the fact they were issued while there were annotations on the account attesting to the existence of an open ongoing case the company was working on. PAWC has violated structural procedures in all respects with regard to billing and water turn off by issuing shut off notices vis-à-vis an ongoing open case on the account.

It is a misconstruction and tantamount to hearsay to suggest that I defaulted on twelve (12) payment arrangements devoid of evidence. This statement is therefore denied and dismissed as baseless.

In view of the foregoing, I am requesting the PUC honorable secretary to present this case to the administrative judge to adjudicate on my case, instead of this endless rejoinder with PAWC attorneys. We have serious medical needs which require the availability of running water to prevent the occurrence of a medical emergency. I am also requesting the honorable secretary to impel PAWC to restore water immediately due to the company's duplicity they manifested with regard to incorrect amounts on the account, the illegal water shut off procedures, and unwarranted rejection of the medical certificate after agreeing to accept it.

- 12 – 15: These were bankruptcy and the Dismissal paragraphs. As already stated in paragraphs 4a and 4b above, the amounts that satisfy that **statute of limitations** and the associated **charges and fees** should have been deducted from the account to derive the correct bill amount of the account. Evidently a total of three distinct accounts were created. When the bankruptcy was dismissed, a proper accounting methodology of collecting the debt should have been applied to deal with the unsecured bankruptcy debt instead of amalgamating that debt into the existing account.
- 16: This is a misconstruction and tantamount to hearsay to suggest I *defaulted on twelve payment arrangements without any evidence of this being true*. This statement is denied as baseless. Exhibit 1 does not mention or indicate twelve defaults as basis for dismissal.

The case was dismissed because the answer served to us was not satisfactory, hence the closing of the informal filing for a formal one. It is a fallacious statement without evidence of twelve defaults as exhibits, therefore it is denied.

- 17: This is not correct the truth of the matter is as follows: on 6/14/11 we called the water company and asked to speak to an account manager. A manager by the name of **Tiffany (operation #169076)** and **two other managers** (refer to paragraph 4b for details). The **three managers** informed us that the amounts that fulfill the statute of limitations were going to be deducted from the account together with the associated late charges and fees. After all the deductions were taken out from the account, a reduced new payment arrangement was going to be worked out. **Manager Tiffany** also required from us a payment of **\$1,000.00** to keep the case open which we paid. She said she was going to present our account to the department that handles such matters and would issue a payment arrangement after the amounts to be deducted were completed. To our surprise, the bill we received did not indicate any deductions done on the account. The letter (Exhibit 2) was contrary to what **manager Tiffany** and the **other two managers** had agreed upon. We called the company and a customer service rep told us that it is an open case still being worked on. The rest of paragraph 17 is characterized by untrue statements which may be deemed as perjuries. **Exhibit 2** is not what was agreed upon with **manager Tiffany** and the other two managers. Therefore the issue of defaulting is irrelevant here because this is not what was agreed upon.
- 18: **Exhibit 2**, as indicated above, is irrelevant to what was agreed upon with **manager Tiffany** and the **other two managers**. It is dismissed, and no default can be justified on such basis.
- 19: As already indicated, all the shut off notices were fallacious because of an ongoing open case on the account that was being worked on.
- 20: Fallacious shut off notice due to an ongoing open case. A customer service rep read annotations on the account and advised us to ignore the shut-off notices because of the open case on our account. We have phones with an answering system as well as cell phones. There were no messages from PAWC or their collection department. Nobody from PAWC called our land line or cell phones.

- 21: Similar information as was given in paragraph 20. We were told that there is an open case and not to worry.
- 22: We called PAWC to inquire about the 3 day shut-off notice. A customer service rep read the notes on the account which indicated an open case on the account. Nobody called PAWC to inquire about a medical certificate. This is a false statement and should be dismissed as baseless. It is a false statement to say that I was informed of a catch up amount of **\$856.42** and declined. No payment arrangements of that nature were made. Therefore the rest of the paragraph is a false statement.
- 23: This paragraph is false. The whole region was under a state of emergency because of Hurricane Irene. Everything in the area was shutdown. No businesses were open because of the state of emergency that was enforced in our region from SC to Maine.
- 24: I confronted the person who shut off the water, because a customer service rep told me that there was an open case and that there was no need to worry. How could they send someone to shut off our water service under such conditions of an open ongoing case? The man later came back in the afternoon and posted a 48 hour shut off notice on the garage door after the water had already been turned off in the morning. This was a disheartening violation of the shut off procedures.
- 25: In light of the shut off violations perpetrated by PAWC, I contacted PUC to order the restoration of **water**, not for a payment arrangement. What will a payment arrangement do for me after the water has already been turned off? I called to have water and not a payment arrangement.
- 26: A customer service rep I spoke to with regard to a medical certificate because of my medical condition whereby I need running water, asked if I ever requested to be considered for a special medical case, whereby the company would consider it even if I exceeded the normal **three** certificates per account, per year. She told me to ask my doctor to send a special letter on company letter head to the water company, indicating that my medical condition should be treated as a special case needing running water, which he did (**see exhibit 6**), after the water company agreed to accept it. Since the water company agreed to accept it as a special medical condition, no other conditions were communicated to me. The information that was communicated to me by the customer service rep was that I was allowed three medical certificates per year on one account. When I queried the company as to why my special

changes or a lowered payment plan arising from a reduction in income because both my wife and I were on a medical leave of absence from our jobs. In view of this we are requesting the honorable administrative judge to serve a subpoena to PAWC manager **Tiffany and the other two managers** who directed the deductions of the amounts that satisfied the statute of limitations, and required a **\$1,000.00** payment to keep the case open for the said course of action. In addition to that, a record of all the annotations and brief notes on the account – especially those from which customer service reps read that there was no shut-off planned because the account was under the status of “an open ongoing case” – I would like all those records of information to be subpoenaed too.

30: A PAWC account specialist informed me that I was entitled to **two** medical certificates per year, and she verified that for 2011, there was only **one** on record, and as such I still qualified for **one** more. No other required conditions were communicated to me to qualify for a medical certificate. Furthermore, I was also told that there was a provision for what the customer service representative called a special case condition. This provision was dependant upon the circumstance of one's medical condition whereby a person may qualify even if they've exceeded the allotted amount of medical certificates. My medical condition qualifies for this special case provision (**see exhibit 6**). The company agreed to accept my medical certificate under the provision, then later on they denied it with no explanation as to why.

31 – 32: Already covered under paragraphs 29 and 30.

In view of the foregoing, there is an overwhelming preponderance of evidence that PAWC violated the notes (annotations) made on the account and the deliberation made by **manager Tiffany and the other two managers**, which the company failed to effect the necessary deductions and proceeded with the shutting off of water. I am therefore requesting the honorable judge to order PAWC to restore water to my home before a major medical condition erupts. PAWC failed to effect the deductions of the amounts the three managers identified. If the company had accomplished those deductions, the water was not going to be shut off. Furthermore, PAWC turned off the water while there was an ongoing open case on the account which was not resolved. It is out of order for PAWC's counsel to engage us into endless rejoinders while we are being subjected to the physiological traumas due to a lack of running water. PAWC is held responsible for the trauma and mental anguish they have caused as a result of negligence and duplicity in handling the problems on the account. The crux of the matter is neither a payment encumbrance nor payment defaults, but rather an

accounting problem that was delineated but never resolved. Consequently, all the information presented by the counsel is irrelevant to the case under review and should be dismissed as such. I am requesting the honorable secretary to impel PAWC to restore water to our home immediately and impose severe penalties for turning off the water prematurely and also to compel PAWC to immediately implement the required deductions from the account and ascertain the accurate account balance, as well as remove the bankruptcy debt from the existing account and send it to the appropriate collection or bankruptcy departments for resolution.

Sincerely,

Godfrey Kalaluka

Godfrey Kalaluka

Monica Kalaluka
Monica Kalaluka

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OCT 25 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



AMERICAN WATER

PA Public Utility Commission Complaints and Reports

CASE CLOSING

BCS Case#	2833701	Date Case Closed	6/10/2011
BCS Investigator:	ROBERTA ANDERSON	Account Number:	2420480119
Customer Name	GODFREY KALALUKA		
Service Address	9399 BIRCH LANE LOT J373, TOBYHANNA, PA, 18466		

Decision Issue :	N	Violation	NO
Oral/Written			
Chapter		SectionRule	
TotalBalance:	14821.95	BalanceDate	5/31/2011
Resolution:	DISMISS PER 1405(D)... PRIOR PUC PAR 1403739 NOT SATISFIED		
Serv. Cont. Amount	2621.04	Serv. Cont. Date	
Service Restored Pay	0	Terms :	
Special Budget Amount	0	Regular Budget Amount	223
ArrearsPaymentPlus	0	FinalMonthlyPayment	0
CurrentMonthlyPayment	0	EndMonthlyPayment	0
LetterDescription	CHAPTER 14 EGW ON DISMISS LETTER		
ParDescr			
HeadDate	6/14/2011	BillDate	
ReconnectAmount	0	PayAmount	0

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[Main menu](#)

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



P.O. Box 578, Alton IL 62002
1-800-565-7292

07/01/2011

Godfrey Kalaluka
9399 Birch Ln
Tobyhanna PA 18466-3846

Account Number: 24-2048011-9
Premise Number: 240217663
0373-J P.C.P.

Dear Customer:

This is to confirm our agreement of Thursday, June 30, 2011. We arranged for 24 payments totaling \$14094.53:

<u>Due Date</u>	<u>Payment Amount</u>	<u>Due Date</u>	<u>Payment Amount</u>	<u>Due Date</u>	<u>Payment Amount</u>
07/30/2011	\$587.27	07/27/2012	\$587.27		
08/29/2011	\$587.27	08/27/2012	\$587.27		
09/28/2011	\$587.27	09/26/2012	\$587.27		
10/28/2011	\$587.27	10/26/2012	\$587.27		
11/28/2011	\$587.27	11/26/2012	\$587.27		
12/28/2011	\$587.27	12/26/2012	\$587.27		
01/27/2012	\$587.27	01/25/2013	\$587.27		
02/27/2012	\$587.27	02/25/2013	\$587.27		
03/28/2012	\$587.27	03/27/2013	\$587.27		
04/27/2012	\$587.27	04/26/2013	\$587.27		
05/28/2012	\$587.27	05/27/2013	\$587.27		
06/27/2012	\$587.27	06/26/2013	\$587.32		

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Note, your scheduled payments must also include any current charges that are issued each month.

This payment arrangement is firm. All amounts due (both current and your payment plan) must be received by the due date. If payment is not received as scheduled your water service may be discontinued. If water service is discontinued, a reconnection fee of \$30.00 will be required, in addition to the full outstanding balance, to restore water service during normal working hours. If your financial circumstances change due to conditions beyond your control and you cannot keep the agreement, please contact Customer Service, to arrange for a new agreement, if eligible.

Please be sure to mail all payments to the address noted below. To ensure proper posting of your payment, we ask that you include the above account number on your remittance.

Pennsylvania American Water
PO Box 371412
Pittsburgh, Pa. 15250-7412

Should you have any questions or concerns about your payment agreement, please call our Customer Service Center at 1-800-565-7292. Our Customer Service hours are 24 hours a day, 7 days a week.

EXHIBIT

2

<http://awwhrh.amwater.net/app1/ViewLetter.jsp?datafile=0000006865598.xml&template>

08/17/2011

Godfrey Kalaluka
9399 Birch Ln
Tobyhanna PA 18466-3846

Account Number: 24-2048011-9
Premise Number: 240217663
0373-J P.C.P.

10 DAY SHUT OFF NOTICE

Dear Customer:

Your water/sewer bill for \$14,040.83 is overdue. Because your water/sewer bill is overdue we will shut off water to 0373-J P.C.P. on or after 8:00 AM on Monday, August 29, 2011.

To stop shut off, you must do one of the following at once:

- 1) Pay the amount of the overdue water/sewer bill and call 1-866-358-3429 to verify the company received your payment.
- 2) Call 1-866-358-3429 to make a payment arrangement, to let us know that you made a payment; or to dispute the overdue bill.
- 3) Call 1-866-358-3429 if you or someone in your home has a serious illness or a medical condition. Read Medical Emergency Notice at the bottom of this form.

If we shut off your water, you may have to pay the following charges or the full outstanding balance to have your water turned back on:

Overdue Amount	\$14,040.83
Turn-On Charge	\$30.00
Total Amount Due	\$14,070.83

If you have any questions or need more information, please call us at 1-866-358-3429. If you are not satisfied after you talk to us, you may file a complaint with the Pennsylvania Public Utility Commission by calling 1-800-692-7380 toll free, or by writing to Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265. The Pennsylvania Public Utility Commission will delay the shut off if you file the complaint before the shut off date.

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OCT 25 2011

SINCERELY YOURS,
Pennsylvania American Water

MEDICAL EMERGENCY NOTICE

PA PUBLIC UTILITY COMMISSION

If someone living in your home is seriously ill, we will not shut off your water service if you do two (2) things:

- 1) Have a doctor certify by phone or in writing that the illness exists and that the person will be in danger if you do not have water service.
- 2) Make arrangements to pay your overdue water/sewer and current water/sewer bills by calling the phone number listed above.

10DAYPCP



Pennsylvania American Water

P.O. Box 578, Alton IL 62002
1-800-565-7292

08/24/2011

Godfrey Kalaluka
9399 Birch Ln
Tobyhanna PA 18466-3846

Account Number: 24-2048011-9
Premise Number: 240217663
0373-J P.C.P.
Meter #: N73737756
Meter Loc: Pit / Tile
Region: Pocono Country Place

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OCT 25 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

3 DAY SHUT OFF NOTICE

Dear Customer:

Your water/sewer bill for \$14,040.83 is overdue. Because your water/sewer bill is overdue we will shut off water to 0373-J P.C.P. on or after 8:00 AM on Monday, August 29, 2011.

To stop the shut off, you must do (1) of the following at once.

- 1) Pay the total amount of the overdue water/sewer bill and call 1-866-358-3429 to verify the company received your payment.
- 2) Call 1-866-358-3429 to make a payment arrangement, to let us know that you made a payment; or to dispute the overdue bill.
- 3) Call 1-866-358-3429 before Monday, August 29, 2011 if you or someone in your home has a serious illness or a medical condition. Read Medical Emergency Notice shown below.

MEDICAL EMERGENCY NOTICE

If someone living in your home is seriously ill, we will not shut off your water service during this illness if you do two (2) things:

- 1) Have a doctor certify by phone or in writing that the illness exists and that the person will be in danger if you do not have water service.
- 2) Make arrangements to pay your overdue water/sewer and current water/sewer bills by calling the phone number listed above.

If we shut off your water, you may have to pay the following charges to have your water turned back on:

Overdue Amount	\$14,040.83
Turn-On Charge	\$30.00
Total Amount Due	\$14,070.83

If you have any questions or need more information, please call us at 1-866-358-3429. If you are not satisfied after you talk to us, you may file a complaint with the Pennsylvania Public Utility Commission by calling 1-800-692-7380 toll free, or by writing to P.O. Box 3265, Harrisburg, PA 17105-3265. The Pennsylvania Public Utility Commission will delay the shut off if you file the complaint before the shut off date.

To pay by credit card call 1-866-271-5522.

EXHIBIT

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Pennsylvania American Water

P.O. Box 578, Alton IL 62002
1-800-565-7292

08/29/2011

Godfrey Kalaluka
9399 Birch Ln
Tobyhanna PA 18466-3846

Account Number: 24-2048011-9
Premise Number: 240217663
0373-J P.C.P.
Meter #: N73737756
Meter Loc: Pit / Tile
Region: Pocono Country Place

48 HOUR SHUT OFF NOTICE

Dear Customer:

Your water/sewer bill for \$14,080.83 is overdue. Because your water/sewer bill is overdue we will shut off water to 0373-J P.C.P. on or after 8:00 AM on Wednesday, August 31, 2011.

To stop the shut off, you must do (1) of the following at once.

- 1) Pay the total amount of the overdue water/sewer bill and call 1-866-358-3429 to verify the company received your payment.
- 2) Call 1-866-358-3429 to make a payment arrangement, to let us know that you made a payment; or to dispute the overdue bill.
- 3) Call 1-866-358-3429 before Wednesday, August 31, 2011 if you or someone in your home has a serious illness or a medical condition. Read Medical Emergency Notice shown below.

MEDICAL EMERGENCY NOTICE

If someone living in your home is seriously ill, we will not shut off your water service during this illness if you do two (2) things:

- 1) Have a doctor certify by phone or in writing that the illness exists and that the person will be in danger if you do not have water service.
- 2) Make arrangements to pay your overdue water/sewer and current water/sewer bills by calling the phone number listed above.

If we shut off your water, you may have to pay the following charges to have your water turned back on:

Overdue Amount	\$14,080.83
Turn-On Charge	\$30.00
Total Amount Due	\$14,110.83

If you have any questions or need more information, please call us at 1-866-358-3429. If you are not satisfied after you talk to us, you may file a complaint with the Pennsylvania Public Utility Commission by calling 1-800-692-7380 toll free, or by writing to P.O. Box 3265, Harrisburg, PA 17105-3265. The Pennsylvania Public Utility Commission will delay the shut off if you file the complaint before the shut off date.

To pay by credit card call 1-866-271-5522.

Sincerely,

Customer Service

48HRPCP

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PA PUBLIC UTILITY COMMISSION
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EXHIBIT

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POCONO INTERNAL MEDICINE SPECIALISTS, Ltd.

447 Office Plaza
500 Plaza Court
East Stroudsburg, PA 18301
Telephone: (570) 421-8526
Fax: (570) 421-7899
Website: www.pimsdoc.com

**CHART
COPY**

WILLIAM T. KESSELRING, Jr., M.D.
VINCENT FRANCESCANGELLI, Jr., M.D.

JONATHAN A. GOLDNER, D.O., F.C.C.P.
RALPH DAVID HAWKS, M.D.

Diplomates of the American Board of Internal Medicine

Date: 8-31-2011

Re: Godfrey Kalaluka

9399 Burch Lane
Tobyhanna, Pa. 18466
Acct # 2420480119

To Whom It May Concern:

Please accept this letter as a Certificate of Medical Necessity. The above named patient requires Running Water due to a chronic medical condition. The diagnosis is as follows: Uncontrolled Type 1 Diabetes (Good hygiene needed)

Thank you for your consideration.

Sincerely,

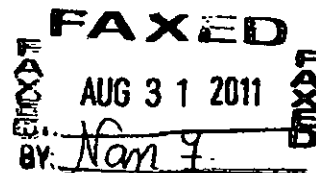
Wm. Kesselring MD

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X William Kesselring, Jr., M.D.
Vincent Francescangeli, Jr., M.D.
Jonathan A. Goldner, D.O.
Ralph D. Hawks, M.D.

OCT 25 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



usps.com

CMPC



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MOUNT POCONO, PA
18344
OCT 25 11
AMOUNT

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Addressee Copy

Label 11-B, March 2004

UNITED STATES POSTAL SERVICE®

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code 15014	Day of Delivery <input type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$ 1.00
Date Accepted 10/25/11	Scheduled Date of Delivery Month: 10 Day: 25	Return Receipt Fee \$
Mo. Day Year 10 25 11	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Time Accepted <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight	Int'l Alpha Country Code	Total Postage & Fees \$ 13.25
lbs. ozs.	Acceptance Emp. Initials J	

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			

CUSTOMER USE ONLY

WAIVER OF SIGNATURE (Domestic Mail Only)
Additional merchandise insurance is void if customer requests waiver of signature.
I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

NO DELIVERY

Weekend Holiday Mailer Signature

FROM: (PLEASE PRINT) PHONE ()

15014

TO: (PLEASE PRINT) PHONE ()

R. ...

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

□ □ □ □ □ + □ □ □ □

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

FOR PICKUP OR TRACKING

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Please Recycle

