



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

IN REPLY PLEASE  
REFER TO OUR FILE

February 22, 2012

F-2010-2205777

TO ALL PARTIES:

RECEIVED

MAR 16 2012

CONNIE CONNOR  
V.  
PECO ENERGY COMPANY

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

TO WHOM IT MAY CONCERN:

Enclosed is a copy of the Initial Decision of the Office of Administrative Law Judge.

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. An original and nine (9) copies of your signed Exceptions to the decision, if any, **MUST BE FILED WITHIN TWENTY (20) DAYS OF THE ISSUANCE DATE OF THIS LETTER**, WITH THE SECRETARY OF THE COMMISSION, 2<sup>ND</sup> FLOOR, KEYSTONE BUILDING, 400 NORTH STREET, HARRISBURG, PA; OR, MAILED TO P.O. BOX 3265, HARRISBURG, PA 17105-3265; OR DOCUMENTS MAY BE E-FILED ACCORDING TO THE E- FILING PROCEDURES.

IN ADDITION, **BY THE SAME DATE AND TIME INDICATED ABOVE**, A COPY OF EXCEPTIONS MUST BE IN THE HANDS OF THE OFFICE OF SPECIAL ASSISTANTS, 3<sup>RD</sup> FLOOR, KEYSTONE BUILDING, 400 NORTH STREET, HARRISBURG, PA; AND, A COPY IN THE HANDS OF EACH PARTY OF RECORD. 52 Pa. Code §1.56(b) cannot be used to extend the prescribed period for the filing of Exceptions or Replies to Exceptions.

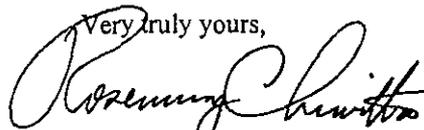
Parties are also requested to provide the Commission's Office of Special Assistants with a copy of the Exceptions or Replies to Exceptions on CD-ROM or DVD, in Microsoft Word 2007 format. If Word 2007 is not available, any Microsoft Office compatible format is acceptable including PDF.

Replies to Exceptions, if any, must be served on the Secretary of the Commission, Office of Special Assistants, and each party of record, in the manner described above, **WITHIN TEN (10) DAYS OF THE DATE THAT THE EXCEPTIONS ARE DUE**.

It is your responsibility to serve all the parties with your Exceptions and Replies to Exceptions. Failure to do so may render your filing unacceptable. A certificate of service shall be attached to the filed Exceptions or Replies to Exceptions.

Exceptions and Replies to Exceptions shall obey 52 Pa. Code 5.533 and 5.535 particularly the 40-page limit for Exceptions and the 25-page limit for Replies to Exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)". Any reference to specific sections of the Administrative Law Judge's Initial Decision shall include the page number(s) of the cited section of the decision.

If no Exceptions are received, the decision of the Administrative Law Judge may become final without further Commission action. You will receive written notification if this occurs.

Very truly yours,  
  
Rosemary Chiavetta  
Secretary

Encls.  
Certified Mail  
Receipt Requested

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Connie Connor

v.

PECO Energy Company

:  
:  
:  
:  
:

F-2010-2205777

**INITIAL DECISION**

Before  
Mark A. Hoyer  
Administrative Law Judge

This Initial Decision dismisses the formal complaint filed with the Pennsylvania Public Utility Commission (“Commission”) by Connie Connor (“Complainant” or “Ms. Connor”) against PECO Energy Company (“PECO” or “Respondent”), at Docket No. F-2010-2205777.

**HISTORY OF THE PROCEEDING**

Ms. Connor filed her complaint against PECO on October 18, 2010. Her complaint was a timely appeal of a decision by the Commission’s Bureau of Consumer Services (“BCS”) on her informal complaint at BCS Case No. 2708725. In her complaint, Ms. Connor alleges that there are incorrect charges on her bill. Specifically, she denies that she ever resided at 101 High Street, Apartment 13, Pottstown, Pennsylvania and received electric and gas service there. She also disputes late fees assessed by PECO for non-payment of the bills for 101 High Street. As relief, she requests that her bill be reduced.

On November 11, 2010, PECO filed an answer denying there are incorrect charges on Ms. Connor's bill and asserting that Ms. Connor is not entitled to a payment agreement. PECO requests the complaint be dismissed.

On September 22, 2011, a Telephone Hearing Notice was mailed to Ms. Connor and PECO ("the parties") scheduling an initial telephonic hearing for Wednesday, November 9, 2011, at 10:00 a.m. On September 26, 2011, a Prehearing Order was issued by the undersigned Administrative Law Judge ("ALJ").

The initial telephonic hearing was held as scheduled. Ms. Connor appeared *pro se* and testified on her own behalf. She did not offer any exhibits at the hearing. PECO was represented by Tishekia Williams, Esquire. PECO presented one witness, Theresa Ferrier. In addition, PECO offered six exhibits. PECO Exhibit 1 through and including PECO Exhibit 6 were admitted into the record. No briefs were filed. The record consists of a 44-page transcript of the testimony from the November 9, 2011 hearing and the aforementioned six exhibits offered by PECO. The record was closed by Interim Order dated November 30, 2011.

#### FINDINGS OF FACT

1. Complainant, Connie Connor, resides at 1300 Green Lane, Bristol, Pennsylvania 19007. She is not a PECO customer at her current address (Tr. 13, 19).

2. Ms. Connor received electric utility service provided by PECO at 564 Kohn Street, 1<sup>st</sup> Floor, Norristown, Pennsylvania, from September 22, 2006 through October 23, 2007 (Tr. 23-24; Ex. 1).

3. After moving out of her Kohn Street apartment, Ms. Connor received service from PECO at 54 East Elm Street, Apartment 3, Norristown, Pennsylvania. She received service there from October 5, 2007 to November 4, 2008 (Tr. 28; Ex. 2).

4. On November 19, 2007, Ms. Connor's account balance in the amount of \$278.14 for electric service provided to her by PECO at 564 Kohn Street was transferred to her new account for electric service at 54 East Elm Street, Apartment 3, Norristown, Pennsylvania (Tr. 24; Ex. 1 and Ex. 2).

5. After moving out of her East Elm Street apartment, Ms. Connor received electric and gas utility service provided by PECO at 101 High Street, Apartment 13, Pottstown, Pennsylvania. She received service there from October 30, 2008 to March 12, 2009 (Tr. 30; Ex. 3).

6. Ms. Connor applied to PECO for electric and gas utility at 101 High Street by telephone (Tr. 22, 32).

7. PECO transferred the account balance in the amount of \$431.00 for service provided to Ms. Connor at her East Elm Street apartment to her new account for service at 101 High Street (Tr. 30; Ex. 3).

8. Ms. Connor participated in PECO's customer assistance program (CAP). She began participating in the CAP on October 29, 2007, while she resided in the East Elm Street apartment (Tr. 33).

9. Ms. Connor's bill for actual electric and gas usage and late fees provided by PECO at 101 High Street was \$123.37. Her total bill for service, including the balance of \$431.00 transferred from her previous address was \$554.37. This amount was charged off by PECO on June 15, 2009 (Tr. 26, 30; Ex. 3 and Ex. 6).

#### DISCUSSION

Section 332(a) of the Public Utility Code (Code), 66 Pa. C.S. §332(a), provides that the party seeking affirmative relief from the Commission has the burden of proof. Ms. Connor is the party seeking affirmative relief from the Commission, and, therefore, has the

burden of proof. This means that she has the duty to establish a fact by a preponderance of the evidence, and must show that the utility is responsible or accountable for the problem described in the complaint. Se-Ling Hosiery, Inc. v. Margulies, 364 Pa. 45, 70 A.2d 854 (1950); Feinstein v. Philadelphia Suburban Water Company, 50 PA PUC 300 (1976). Additionally, care must be exercised to ensure that the decision of the Commission is supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *See, e.g.*, Section 704 of the Administrative Agency Law, 2 Pa. C.S. §704; Norfolk & Western Ry. Co. v. PA PUC, 489 Pa. 109, 413 A.2d 1037 (1980); Erie Resistor Corp. v. Unemployment Comp. Bd. of Review, 194 Pa. Superior Ct. 278, 166 A.2d 96 (1961); and Murphy v. Dept. of Public Welfare, White Haven Center, 480 A.2d 382 (Pa. Cmwlth 1984).

The secondary burden, the burden of persuasion, requires a party to present evidence sufficient to establish a prima facie case. *See* Wigmore, §§2487, 2489 at 296-297, 301. A prima facie case “shifts” the secondary burden to the opponent. McDonald v. Pennsylvania Railroad Company, 348 Pa. 558, 36 A.2d 492, 495-496 (1940). Establishing a prima facie case requires either evidence sufficient to make a finding of fact permissible or evidence to create a presumption against an opponent which, if not met, results in an obligatory decision for the proponent. Wigmore, §2994 at I(1) and (2); In re: Fink’s Estate, 343 Pa. 65, 74, 21 A.2d 883, 888-889 (1941); Rogers v. United States, 66 F. Supp. 663, 667, relying, in relevant part, on Roseberry v. Home Life Insurance Company, 120 Pa. Superior Ct. 450, 454, 183 A. 121, 95 A.L.R. 749 (1936).

If the utility Respondent submits evidence of “co-equal” weight to refute the complainant’s evidence, the complainant has not satisfied the burden of proof unless it presents additional evidence opposing the utility’s evidence. Morrissey v. PA Dept. of Highways, 424 Pa. 87, 225 A.2d 895 (1967), and Burleson v. Pa. P.U.C. 66 Pa. Commonwealth Ct. 282, 443 A.2d 1373 (1982), *aff’d*. 501 Pa. 443, 461 A.2d 1234.

The decision of the Commission must be supported by substantial evidence. See, e.g., Section 704 of the Administrative Agency Law, 2 Pa. C.S. §704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. Norfolk & Western Ry. Co. v. Pa. P.U.C., 489 Pa. 109, 413 A.2d 1037 (1980); Erie Resistor Corp. v. Unemployment Comp. Bd. of Review, 194 Pa. Superior Ct. 278, 166 A.2d 96 (1961); and Murphy v. Comm., Dept. of Public Welfare, White Haven Center, 85 Pa. Commonwealth Ct. 23, 480 A.2d 382 (1984).

In the instant case, Ms. Connor's testimony that she did not request service at 101 High Street Apartment 13, Pottstown, Pennsylvania, was not credible, and she did not present any additional evidence. In contrast, PECO presented credible evidence that it received a telephone application for service from Ms. Connor requesting service to be provided at the 101 High Street apartment. Ms. Connor received service from PECO at 54 East Elm Street, Apartment 3, Norristown, Pennsylvania. She received service there from October 5, 2007 to November 4, 2008. Tr. 28; Ex. 2. She applied for service at the High Street apartment and service was provided to her there from October 30, 2008 to March 12, 2009. Tr. 30; Ex. 3.

Ms. Connor has the burden of proof in this proceeding. She has failed to establish that PECO violated the Public Utility Code, the regulations or a Commission Order. She contends that she is not responsible for payment for service provided by PECO to 101 High Street, and that she is not responsible for any late fees accrued as a result of her failure to pay bills for service provided there. The evidence at the hearing established that she applied for service to 101 High Street. Accordingly, the complaint is dismissed in the Order below.

#### CONCLUSIONS OF LAW

1. The parties to and subject matter of this complaint proceeding are properly before the Commission. 66 Pa. C.S. §701.

2. Ms. Connor, as the party seeking affirmative relief from the Commission, has the burden of proof. 66 Pa. C.S. §332(a).

3. Ms. Connor failed to meet her burden of proof.

ORDER

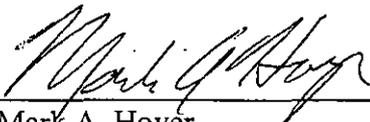
THEREFORE,

IT IS ORDERED:

1. That the complaint of Connie Connor against PECO Energy Company at Docket No. F-2010-2205777, is dismissed.

2. That the Docket in this proceeding, Docket No. F-2010-2205777, be marked closed.

Date: February 13, 2012

  
Mark A. Hoyer  
Administrative Law Judge

F-2010-2205777 - CONNIE CONNOR v. PECO ENERGY CO

CONNIE CONNOR  
1300 GREEN LANE  
BRISTOL PA 19007  
267-751-5104

TISHEKIA WILLIAMS ESQUIRE  
EXELON BUSINESS SERVICES COMPANY  
2301 MARKET STREET S23-1  
PO BOX 8699  
PHILADELPHIA PA 19101-8699  
215.841.6841



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

7/18/2007

BCS No: 2265979

CONNIE CONNOR  
564 KOHN ST  
FIRST FLOOR  
NORRISTOWN PA 19401

**RECEIVED**

MAR 16 2012

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Dear Connie Connor:

I have not been able to reach you by telephone or email. You contacted the Public Utility Commission on 7/17/2007 and stated that you had a mixed load issue at your residence. You stated you spoke to PECO and they would not help you.

We contacted PECO and they contacted us today and advised that you never contacted them regarding any mixed load issues (foreign load) on your account. When your service was off they stated they have several contacts with you at that time but they were all about the restoration of your service and what to pay. There are no contacts then or after regarding a foreign load dispute. PECO has advised that if you call them and file a dispute that they are more than willing to investigate your dispute. PECO has requested the Commission close this complaint as PECO has not been given an opportunity to investigate your complaint.

The Public Utility Commission is unable to investigate your foreign load dispute at this time as you have not disputed any foreign load issues with PECO. Title 66 Chapter §1410(1) prohibits the PUC from investigating any disputes or complaints that have not 1st been addressed by the utility company. You need to go back to PECO to discuss any billing complaints.

If you are still not satisfied, once you have filed a complaint with PECO and they have responded back to you concerning that complaint, then you may contact the PUC at that time to file a complaint.

Sincerely,

JULIA BYNDAS  
Investigator

# APARTMENT LEASE

THIS LEASE AND AGREEMENT IS MADE ON THE 22<sup>th</sup> DAY OF September, 2007.

The Landlord (Lessor) hereby agrees to lease to the Tenant (Lessee), and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: HARRISON CHAESS

TENANT(S): CONNIE CONNER

Address: 1034 Beaumont road

54 E. Elm St. Apt 3

Berwyn, PA 19312

Address: NORRISTOWN, PA 19401

- 1. Leased Premises:** The Leased Premise is described as a one Bedroom Apt. No. 3, 54 E. Elm Street, Norristown, Pa.
- 2. Term:** Term of Lease shall be one year, commencing on 11/01/2007 and ending on 10/31/2008
- 3. Rent:** The monthly rental amount for the Leased Premises is \$ 773<sup>00</sup> per month. The rent payment must be paid as follows and at the Landlord's address listed above, or at such other place as Landlord may designate:

RENTAL PAYMENT PLAN: 773<sup>00</sup> sum on 3<sup>rd</sup> day of each month.

The first month's rent payment must be paid when the Tenant signs this lease. Landlord need not give notice to Tenant regarding Tenant's obligation to pay rent.

**4. Security deposit:** The tenant shall make a security deposit of \$ 1200.00 to Landlord in order to ensure that Tenant complies with all terms and conditions of the Lease. If the Tenant fully complies, Landlord will return the security deposit, without interest, within **30 days** after the date Tenant delivers possession of the Leased Premises to Landlord. If Tenant does not fully comply with the terms and conditions of the Lease, Landlord may use the security to pay amounts owed by Tenant, including damages.

**5. Default:** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within **3 days** of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time. A late charge of \$25.00 or **1.50%/month** (which ever is larger) will apply to any defaulted rent payments.

**6. Quiet Enjoyment:** If the Tenant promptly pays the rent and obeys all of the other terms of this Lease, the Tenant may remain in and use the Leased Premises without interference by Landlord.

**7. Use of Premises:** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto during the term of this lease.

**8. Number of Occupants:** The Lessee agrees that Leased Premises shall be occupied by no more than three (3) persons, consisting of two (2) adults and one (1) child, without the written consent of the Lessor. The following named persons are the occupants:

- 1) CONNIE CONNER
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

**9. Condition of Premises:** Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements and that they are, at the time of this lease, in good order, repair, and in a safe, clean, and tenable condition.

**10. Maintenance of Leased Premises:** Tenant shall maintain the premises in a clean and sanitary condition at all times. At the end of the term, Tenant will leave the Leased Premises clean and in good condition, subject to ordinary wear and tear. Tenant shall remove all tenants' belongings.

**11. Repairs:** Tenant must take good care of the Leased Premises and all equipment and fixtures contained therein. Tenant is liable for damages caused by his or her acts or neglect and any acts and neglect of his or her family, invitees or guests. Tenant must make all repairs and replacements when it results from an act or neglect. If tenant fails to make a needed repair or replacement, Landlord may do it and add the expenses to the rent. **Attachment A; Fee Schedule; will apply.**

**12. Alterations and Improvements:** Tenant must obtain Landlord's prior written consent to paint or wallpaper the Leased Premises or to install any paneling, flooring, partitions, railings or make any other alterations. Tenant must not change the plumbing, ventilation, air-conditioning, if available, heating or electric systems. All the alterations, installations and improvements shall become property of the Landlord when completed and paid for and shall be surrendered as part of the Leased Premises at the end of the term. Landlord is not required to pay for any of the work performed under this section unless he has agreed to pay as indicated in his prior written consent.

**13. Dangerous Materials:** Lessee shall not keep or have on the Leased Premises any article or thing of a dangerous inflammable or explosive character that might unreasonably increase the danger of fire on the Leased Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**14. Damages to Premises:** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the Landlord shall decide whether or not to rebuild or repair, and, if the Landlord shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

**15. Pets and Animals:** Tenant shall not bring or keep domestic pets or other animals on or about the Leased Premises without written consent from the Landlord.

0125

PECO Energy Co.  
PO BOX 13778  
Philadelphia, PA 19101

Account Number: 9502115012  
October 29, 2007

5084 1 AT 0.334 5084/005084/006173 021 01 GX518E 1 10302007

CONNIE CONNOR  
54 E ELM ST  
APT 3  
NORRISTOWN PA 19401-3865



Dear CONNIE CONNOR,

Congratulations! You are now on CAP Rate. CAP Rate is a discounted residential rate for low-income customers. During the year you will receive a discount as follows:

**Electric (Rate-R)**

You will receive a 50% discount on the 1<sup>st</sup> 500 kWhs. If you use more than 500 kWhs you will pay the full rate.

• **Electric Heat (Rate RH)**

From October to June you will receive a 50% discount on the 1<sup>st</sup> 500 kWhs. If you use more than 500 kWhs you will receive a 50% discount.

From July to September you will receive a 50% discount on the 1<sup>st</sup> 500 kWhs. If you use more than 500 kWhs you will pay the full rate.

• **Gas** - A 100% discount will be applied to the variable distribution charges only.

As a CAP Rate customer you **MUST**:

1. Pay your CAP Rate bills on time.
2. Verify your total household income every 2 years.
3. Apply for Low Income Home Energy Assistance Program (LIHEAP) grants when available and give one grant to PECO.
4. Take part in the Low Income Usage Reduction Program (LIURP).
5. Report any change in your household income right away.

If you use less service you will pay less. If you pay your bill on time each month for at least 6 months, we will forgive your previous balance.

**If you pay your bill late, a late fee may be charged. If you fall behind on your bill you may receive a payment agreement. If you do not pay your bill, your service may be shut off. To pay your bill by telephone, please call 1-877-432-9384.**

If you have any questions, please call us at 1-800-774-7040.

Sincerely,

PECO Universal Services







VICTIMS COMPENSATION ASSISTANCE PROGRAM  
P.O. BOX 1167  
HARRISBURG, PA 17108-1167

(800) 233-2339  
(717) 783-5153  
(717) 787-4306 FAX

February 7, 2008

Connie Connor  
54 East Elm Street #3  
Norristown, PA 19401

Re: Claim No.: 200800602  
Victim: Connie Connor  
PIN No.: 681154

Dear Connie Connor:

We received the claim form you filed requesting victim's compensation. We need the items listed on the checklist in order to process your claim. If no checklist is attached, we need no additional information at this time. I have been assigned your claim so please feel free to contact me at extension 3214 if you have any questions or concerns.

Please write the above listed claim number on all correspondence or papers you send to our office. To check on your claim, you may call 1-800-233-2339 or if you have access to the Internet, log on to our website at [www.dave.state.pa.us](http://www.dave.state.pa.us) and press the "Victim/Claimant Login" button. You will be required to enter your claim number and a pin number to obtain claim specific information. The pin number assigned to you is 681154. Please be sure to follow the instructions carefully.

If you move from your current address, please provide us with your new address right away. You can also update your address at the above listed website. Failure to notify the Program could result in a delay of your claim.

Sincerely yours,

Kathryn Owen  
Compensation Specialist

cc: Victim Advocate

Sept. 22, 2008 11-12<sup>45</sup> PM

**DERECHOS Y SERVICIOS  
A DISPOSICIÓN DE LAS  
VÍCTIMAS DE DELITOS EN  
PENNSYLVANIA**

*gmaea nvaawo / gmae nfo  
he gmae nstruclona*

*Officer Roberts gmae  
report!!*

*NORRISTOWN*

Departamento de policía (Police Department)

*610-270-0977*

Número de teléfono (Telephone Number)

*08-10546*

Número de parte (Incident Number)

*Detectives*

Persona de contacto (Contact Person)

*Det Emrich 610  
270-0483*

Agencia (Agency)



Este impreso de notificación ha sido concebido por la Comisión del estado de Pennsylvania sobre delitos y delincuencia para las fuerzas de seguridad (Pennsylvania Commission on Crime and Delinquency for Law Enforcement

Officers), a fin de permitir a los agentes dar a conocer a las víctimas de delitos los servicios básicos existentes, según se estipula en la Ley de víctimas de delitos (Crime Victims Act) (18 Pa.C.S. § 11.201 y. sig.).

**RIGHTS AND SERVICES  
AVAILABLE TO VICTIMS OF  
CRIME IN PENNSYLVANIA**

*Norristown*

Police Department

*(610) 270-0977*

Telephone Number

*08-8547*

Incident Number

*Detectives*

Contact Person

Agency

*assaulted  
09-22-08  
around  
11P-12AM  
until 1AM  
when police  
came*

*Officer  
R  
& another*



This notification form was created by the Pennsylvania Commission on Crime and Delinquency for Law Enforcement Officers to enable them to provide the notification of basic services to victims of crime as required by the Crime Victims Act (18 Pa.C.S. § 11.201 et. seq.).

Nov. 25, 2008

Dear Judge M. Hunsicker

I Connie Connor have been

trying to contact you the

proper way to explain my

absence for today Nov. 26, 2008  
I have not/am not well at this time.

#1. I had a previous appt. for this day. I called your office spoke to Donna - several times.

#2 I recieved this notice by hand on or about the 20th of Nov.

someone seen it (notice) taped on the door at 54 E. Elm and took it

off and gave it to someone else to give to me. ~~Also~~ called was told to FAX - hard to find FAX machine services especially when you are limited (no cars) and very limited public trans.

Am not able to make this date and times. I live in Bucks Co. now.

#3 Please re-schedule Judge M. Hunsicker I have moved from the property on

Nov. 2nd, 2008. Returned to clean the property on Nov. 8, 2008 and have not returned. I called Harrison Chass on Nov. 6 2008 to tell him this?

Please re-schedule - Am disabled and need to plan much ahead to travel - Sincerely

Docket # LT 879-08

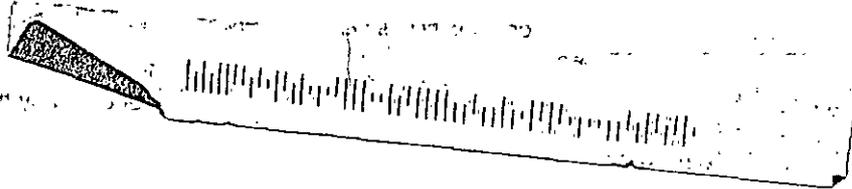
Connie Connor

I am very concerned for my well being and also for Athens!

I truly want this hearing.

I will call to see if you recieved this note.

THANK YOU.



**PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT**

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Montco

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 08-3-6553 upon the District Justice designated therein on (date of service) 12/23/08, 2008  by personal service  by (certified) (registered) mail, sender's receipt attached hereto and upon the appellee, (name) \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, 20\_\_\_\_  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on \_\_\_\_\_, 20\_\_\_\_

Seal Stamped

on 12/23/08

Samuel Rodriguez

Exp. 10/08/10

Montuon Bow Montco Co



Feb. 29, 2012

In respond to your decision on this PECO matter. The FACTS are: I have never physically lived at 101 High St, POTTSTOWN, PA NOR did I have services provided to me at this address 101 High St POTTSTOWN, PA!! Where is the LOGIC in the KILOWATTS usage at this above address compare to the average KILOWATTS usage for the previous Tenants or Tenant at the ABOVE address for a (5) Five months of use of KILOWATTS and or CCF (GAS) and electric?

Furthermore, PECO's records are not accurate. There, at a telephone hearing I told PECO Rep. MST. Williams and her witness that I maybe a victim

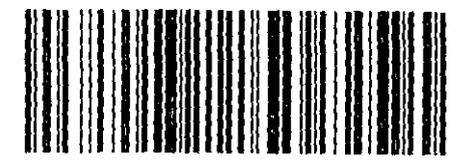
OF Identity Theft. Judge  
W.A.'s not present at the  
time and that I can provide  
a police report. These telephone  
hearing you talk of is  
Bogus accusations. To end  
this note - yes I'm appealing  
your decisions - I did not  
live at 101 High St Pottstown  
PA. I've been at 1300 Green  
Lane, Bristol, PA 19007 since  
October 31 2008 til present.

Further more this matter  
with PECO WAS addressed  
in 2009 - it took ~~2~~ 2 yrs  
to come up with this.

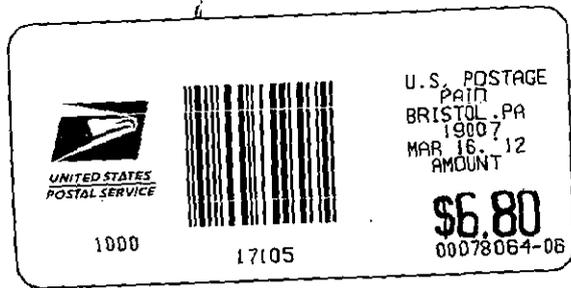
YOU'RE AGREEING  
That you/they are still  
with this - I WAS A RESIDENT  
at 101 High St. Is still not  
a FACT nor the truth -  
evidence(s) enclosed

ALSO sent to PECO, yours  
truly  
Connie Comor

Connie  
enln #10A  
02, PA 19007



7007 2560 0000 9356 3621



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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Sec. of Comm. Rosemary Chiavetta  
Keystone Bldg 2nd FLR.  
400 No. St. PO Box 3265  
Harrisburg, PA 17105-3265