

Legal Department

Fax 215.568.3389
www.exeloncorp.com

Exelon Business Services Company
2301 Market Street/S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

Direct Dial: 215.841.6841

August 22, 2012

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

Re: D. Anne Wilson v. PECO Energy Company
PUC Docket No. F-2011-2272410

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the following documents and copies in the matter referenced above.

—	Answer (1 original)
—	Answer & New Matter (1 original)
—	Motion to Dismiss (original)
—	Motion for Judgment on the Pleadings (1 original)
—	Preliminary Objection (1 original)
—	Exceptions (1 original)
<u>X</u>	Reply Exceptions (1 original)
—	Main Brief (1 original)
—	Reply Petition (1 original)

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,



Shawane Lee
Counsel for PECO Energy Company

SL/lo

Enc.

Scheduling Recommendation: Call of the docket __ Non Call of the docket _

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August 22, 2012

**D. Anne Wilson
111 Washington Street
Pikesburg, PA 19365**

**Re: D. Anne Wilson v. PECO Energy Company
PUC Docket No. : F-2011-2272410**

Dear Ms. Wilson:

Enclosed is a copy of PECO Energy Company's response to the formal complaint filed in the above-referenced docket. The law requires PECO Energy to file an answer to your Public Utility Commission complaint. Keep these papers for your records. This is not a decision on your complaint. PECO's response may include a New Matter, Motion or Preliminary Objection. Please note that if you do not respond to a New Matter, Motion, or Preliminary Objection an unfavorable decision may be rendered against you. Responses to New Matters and Motions must be filed within 20 days. Responses to Preliminary Objections must be filed within 10 days. If there is no New Matter, Motion or Preliminary Objection included, no response is required.

Soon, the Public Utility Commission will schedule either a settlement conference or a hearing on your complaint. The Commission will let you know by mail whether there will be a conference or a hearing and will include instructions on what to do next. If the matter is set for hearing, the notice will provide you with information about the date, time and place of the hearing. If we are unable to resolve your complaint and have to proceed with a hearing, a judge will be at the hearing and will decide your complaint. You must call the Public Utility Commission if you have any questions about the hearing or if you cannot attend the hearing.

Thank you for your time and attention on this matter.

Very truly yours,



Shawane Lee
Counsel for PECO Energy Company
Enc.
SL/lo

REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by D. Anne Wilson (“Complainant”) in the above-referenced matter on August 13, 2012. On November 10, 2011, Complainant filed a formal complaint against PECO Energy. In her formal complaint, Complainant claims that she has been overbilled \$2,846.68 and that her balance should be \$0.00. Respondent, PECO Energy filed an Answer with New Matter on December 5, 2011, stating that the Complainant had filed a similar formal complaint at docket number C-2009-2137790, which had been adjudicated on May 21, 2010. Therefore, the Complainant’s Complaint should be dismissed pursuant to the doctrine of res judicata. The hearing was held before Administrative Law Darlene Heep on April 16, 2012. ALJ Heep determined that the issues raised in the Complainant’s Complaint were not res judicata or collaterally estopped, and a hearing was held on the merits. An initial decision was issued on June 27, 2012, wherein ALJ Heep held inter alia:

Complainant contends that she was not credited for amounts paid and was billed unknown amounts from December 2011 through April 2012 and that there are sharp increases in her bill due amounts. Complainant also states that her bills contain duplicate charges and that PECO is charging her several times for the same budget billing amount. There is no evidence of these contentions or that would support a prima facie case.

PECO records show that Complainant was credited for the amounts paid as reflected on her bank statement. (PECO 1, Complainant 1, 2) In fact, Complainant’s own charted analysis of her payments and PECO’s application of those payments to her account confirms that PECO does indeed credit Complainant for payments made. Also, Complainant’s concern that her bill unduly increased substantially over a short period of time is also annulled by the record.

Also, there are no duplicate charges. Bills sent to Complainant list the charge due that month as well as the monthly charges that were due in previous months but unpaid.

Complainant also protested that she was billed “unknown” amounts. The record and testimony show that the amount due listings on the bills are specific and identified. For any month given, in addition to a listing of current usage charges due and unpaid charges from previous months, the bills also clearly show an amount in late charges and the balance of the \$1,000 arrearage minus any payments made.

There are no discrepancies or errors in the billings. Nor does the record reflect any unidentified charges, extraordinary fluctuations or deviations in usage or billing. As no prima facie case has been established, Complainant cannot prevail here.

See ALJ Heep, Initial Decision, dated 6/27/12, attached hereto as Exhibit “1”.

The Commission should sustain the initial decision of ALJ Heep. Complainant does not allege that the ALJ made an error of law or abused her discretion in any manner. Instead, Complainant excepts to the decision issued by ALJ Heep, because she simply disagrees with the ALJ’s decision and believes she submitted adequate proof to the ALJ to support her position.

Specifically, in her exceptions the Complainant states:

1. Over \$1,000 late charges. Unfair charges which should not have been added onto customer’s/Complainant’s bill. Proof has been submitted to the PUC and to PECO that the payments were on time in the form of cashed checks by PECO.
2. Receipts already submitted to PECO. Payment receipts, which include bank receipts from customer/Complainant’s cashed checks; and PECO receipts (for the same cashed checks) cashed by PECO for Complainant’s monthly billing statements....What other proof is needed for proof of payment?
3. Overbilling. Complainant is not receiving credit for payments from PECO in the balance section. ... Proof has already been submitted that these payments were made in the form of cashed checks to PECO, as well as, PECO’s monthly billing statement states that the same amount has been received for payment in top of the billing statement. Proof has already been submitted to the PUC and to PECO in the form of cashed checks and PECO’s display of payment receipts of those checks in the top portion of the billing statement. However, the bottom portion balance does not reflect the amount already paid.

What other proof is needed for proof of payment and over billing?

See Complainant's Exceptions, dated 8/13/12, attached hereto as Exhibit "2".

Pursuant to 52 Pa. Code 5.533(b), "[e]ach exception must . . . identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision," and "[s]upporting reasons for the exceptions shall follow each specific exception." Complainant's attempt to further litigation in this matter by simply disagreeing with the outcome of the Initial Decision without identifying any specific error of law or abuse of discretion fails to satisfy the requirements is procedurally improper and should be dismissed summarily.

By way of further response, the record clearly demonstrates that there was no overbilling, and that the Complainant's account was credited for amounts paid. Additionally, the record demonstrates there are no duplicate charges and that PECO Energy did not charge the Complainant several times for the same budget billing amount. Specifically, the record demonstrates that:

- During the period December 2009 through April 2012, there were several months that Complainant did not pay her bill in full and/or on time. (Tr. 24-17; PECO 1).
- Complainant was given a sixty-month payment agreement with PECO which required that she pay \$16.66 per month on the \$1,000 arrearage. (Tr. 29)
- Subsequent to this agreement, Complainant did not pay her bill in full or on time on more than one occasion. (Tr. 30, PECO 1, PECO 8).
- From December 2011 through April 2012, Complainant defaulted on her payment agreement, resulting in PECO adding to her amount due the balance of the arrearage. (PECO 1, PECO 8).
- The records do not reflect double billing or billing in error by PECO.

ALJ Heep correctly concluded, that the Complainant has not met her burden of proof in this matter pursuant to 66 Pa. C.S. § 332(a). Accordingly, ALJ Heep's decision to dismiss the Complainant's case against PECO Energy should be upheld.

For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
Direct Dial: 215.841.6841
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

D. ANNE WILSON	:	
	:	
COMPLAINANT	:	
	:	
v.	:	Docket Nos. F-2011-2272410
	:	
PECO ENERGY COMPANY,	:	
	:	
RESPONDENT	:	
	:	

CERTIFICATE OF SERVICE

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

**D. Anne Wilson
111 Washington Street
Pikesburg, PA 19365**

Dated at Philadelphia, Pennsylvania, August 22, 2012



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
Direct Dial: 215.841.6841;
Fax: 215.568.3389

Exhibit “1”

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

D. Anne Wilson

v.

PECO Energy Company

:
:
:
:
:

F-2011-2272410

INITIAL DECISION

Before
Darlene Davis Heep
Administrative Law Judge

HISTORY OF THE PROCEEDING

On November 4, 2011, D. Anne Wilson (Complainant) filed a formal complaint as a timely appeal of BCS decision No. 2875687. That Complaint is dismissed.

Complainant contends that PECO Energy Company (PECO or Respondent) overbilled her \$2,846.68. At the time of the hearing, Complainant stated that she was disputing \$1,000. (Tr.7) As a remedy, she wants her balance reduced to zero (0).

An Answer, filed by Respondent on December 5, 2011, denied that Complainant was overcharged. Respondent also contends that the Complainant is barred from bringing this action by the doctrines of res judicata and collateral estoppel. In support of these defenses, Respondent notes that on September 29, 2010, a decision was issued by the Commission (C-2009-2137790) finding Complainant unable to establish a prima facie case and owing a balance of \$2,904.84 to PECO. Respondent further states that since that decision, Complainant has paid only \$1,216.66 and therefore she is disputing the same charges that were the subject of the 2010 matter.

A telephonic hearing was scheduled for and held on April 16, 2012. Complainant participated and presented no documents or witnesses at that time. Respondent was represented by Attorney Dana Pirone Carosella, Esq. and presented one witness, Dana McCollum, PECO Regulatory Assessor, and seven (7) exhibits: PECO 1 – Account Activity Statement, PECO 2 – Payment Agreement History, PECO 3 – CAP History for Anne Wilson, PECO 4 – BCS Decision, Case No. 0028756878, PECO 5 – BCS Decision, Case No. 002715426, PECO 6 – BCS Decision Case No. 00259, PECO 7 – BCS Decision, Case No. 2239.

At the end of the hearing, PECO was advised to submit clarifications of bills issued and Complainant was allowed 20 days to submit supplemental information or documentation. On April 23, 2012, PECO submitted PECO 8 – copies of utility bills issued to Complainant from November 2011 to March 2012 and for April 10, 2010. On May 3, 2012, Complainant submitted Complainant 1 – List of bills paid, check numbers and postdates, Complainant 2 – Bank Balance History, Complainant 3 – PECO 1 with notations, and Complainant 4 – copies of bills August 2011 to April 2012.

On May 9, 2012, Order #2 provided:

- 1) That PECO and Complainant Wilson file responses or objections, if any, to the late-filed exhibits no later than May 18, 2012.
- 2) That any Motions pertaining to this matter be filed no later than May 24, 2012.

Subsequently, Complainant submitted Complainant 5 – copy of May 2012 bill.

All exhibits are admitted. The record was closed on May 30, 2012.

DEFENSES OF RES JUDICATA AND COLLATERAL ESTOPPEL

Respondent seeks dismissal of the action based on the doctrines of res judicata and collateral estoppel. That request is denied.

The doctrine of res judicata bars any subsequent suit between the same parties on the same cause of action. For the doctrine to prevail there must be identical: (1) issues, (2) causes of action, (3) persons and parties to the action, and (4) quality and capacity of the parties suing or sued. Daley v. A.W. Chesterton, Inc., 37 A.3d 1175 (Pa. 2012).

Collateral estoppel, also known as issue preclusion, prevents re-litigation of issues previously litigated. This doctrine applies when: (1) the issues were decided by a prior final judgment identical to that presented in the later action; (2) the issues were in fact litigated; (3) the party against whom issue preclusion is asserted was a party or in privity with a party to the prior litigation; and (4) the determination of the issues were essential to the prior final judgment. Daley.

In support of dismissal under the doctrines, Respondent points to the September 29, 2010 decision by the Commission (C-2009-2137790) finding Complainant unable to establish a *prima facie* case of incorrect billing and that she owed \$2,904.84 to PECO. Respondent also argues that Complainant has paid only \$1,216.66 since that time and therefore she is disputing the same charges that were the subject of the 2010 complaint.

Fees and services charges were accumulated and billed to Complainant subsequent to the 2010 decision. The record does not plainly support a finding that the funds at issue in this matter are the same that were the subject of the 2010 complaint rather than amounts accumulated following the decision in C-2009-2137790. Hence, prong one of both the res judicata doctrine (identical issues) and the doctrine of collateral estoppel (the issues were decided by a prior final judgment identical to that presented in the later action) cannot be met.

FINDINGS OF FACT

1. The Complainant is D. Anne Wilson, service address 111 Washington Street, Parkesburg, Pennsylvania.
2. The Respondent is PECO Energy Company.
3. Complainant has a residential electric account and an off peak electric account with PECO at this service address. (Tr. 52, PECO 1)
4. During the period December 2009 through April 2012, there were several months that Complainant did not pay her bill in full and/or on time. (Tr. 24-17; PECO 1)
5. On November 1, 2012, Complainant's balance was \$2,846.68. (PECO 1, Tr. 28)
6. On November 1, 2011, Complainant was given a one-time CAP program credit of \$1,846.68 to reduce her balance to \$1,000. (PECO 1, Tr. 28)
7. Also in November of 2011, Complainant was given a sixty-month payment agreement with PECO which required that she pay \$16.66 per month on the \$1,000 arrearage. (Tr. 29)
8. Subsequent to this agreement, Complainant did not pay her bill in full or on time on more than one occasion. (Tr. 30, PECO 1, PECO 8)
9. Complainant was on budget billing during this period, scheduled to pay \$73 per month.

10. A high bill field investigation was scheduled to take place on December 14, 2011 but Complainant called to cancel and stated that she would later reschedule. (Tr. 32)

11. From December 2011 through April 2012, Complainant defaulted on her payment agreement, resulting in PECO adding to her amount due the balance of the arrearage. (PECO 1, PECO 8)

12. On April 9, 2012, the PECO account balance of Complainant was \$1,058.09.

13. The records do not reflect double billing or billing in error by PECO.

DISCUSSION

Section 332(a) of the Public Utility Code, 66 Pa. C.S. §332(a), provides that the party seeking relief from the Commission has the “burden of proof.” “Burden of proof” is a duty to establish a fact by a “preponderance of the evidence.” The term “preponderance of the evidence” means that one party has presented evidence which is more convincing, by even the smallest amount, than the evidence presented by the other party. Se-Ling Hosiery v. Margulies, 364 Pa. 54, 70 A.2d 854 (1950). In other words, “preponderance” is not dependent on the number of witnesses testifying on either side but rather on the credibility of the testimony in the light of all the evidence in a case. Burch v. Reading Co., 240 F.2d 574 (3d Cir. 1957) cert. denied, 353 U.S. 965 (1957). The Pennsylvania Supreme Court has characterized a preponderance of the evidence as tantamount to a “more likely than not” inquiry. Commonwealth v. \$6,425 Seized From Esquilin, 583 Pa. 544, 555, 580 A.2d 523, 529 (2005).

Once the complainant has established a *prima facie* case, the burden shifts to the utility to rebut with evidence that is at a minimum co-equal. Waldron, supra. If the utility presents a sufficient rebuttal, the burden then shifts back to the Complainant to rebut the utility’s

evidence by a preponderance of the evidence. *Poorbaugh v. West Penn Power Company*, 1994 Pa. PUC LEXIS 95.

In order to prevail, Complainant's evidence must be more convincing, by even the smallest amount, than that presented by PECO. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, the decision must be 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. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Any offense alleged by the Complainant must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa. C.S. § 701. The code requires that:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S.A. § 1501. The statutory definition of "service" is to be broadly construed. *Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlth. 1995).

"Service, used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them . . ." 66 Pa. C.S.A. § 102. This includes billing.

Where a Complainant alleges inadequate service due to overbilling, the Complainant has the burden of establishing a *prima facie* case that she was overcharged for service. This can be accomplished in a number of ways, including showing that: (1) the number of occupants in a household has not changed; (2) the potential for energy utilization was low; (3) the complainant's prior billing history showed no previous abnormalities; and (4) utility bills for the same period were higher although usage remained unchanged. Dyckman v. PPL Electric Utilities Corporation (Dyckman), Docket No. C-20030661, Order entered December 16, 2004; Waldron v. Philadelphia Electric Company, 54 PA PUC 98 (1980); Replogle v. Pennsylvania Electric Company (Replogle), 54 PA PUC 528 (1980); Burleson v. Pa. P.U.C., 501 Pa. 433, 435-36, 461 A.2d 1234, 1235 (1983). The Complainant may also establish a high billing *prima facie* case by presenting any other evidence showing that the bills were unreasonably high. Christine Bennett v. Peoples Natural Gas Co., Docket No. C-2009-2122979 (Order entered October 13, 2010). This would include proper billing.

Here, however, Complainant is not complaining of the classic “overbilling” involving broken meters or readings in error or absence from the service address or change in number of those living in the home. See Dyckman, Burleson, Bennett. In this matter, Complainant believes that the bills are incorrect as issued. Nevertheless, as the party seeking affirmative relief from the Commission, Complainant bears the burden of proof. 66 Pa. C.S. § 332(a).

Once the complainant has established a *prima facie* case, the burden shifts to the utility to rebut with evidence that is at a minimum co-equal. Waldron, supra. If the utility presents a sufficient rebuttal, the burden then shifts back to the Complainant to rebut the utility's evidence by a preponderance of the evidence. Poorbaugh v. West Penn Power Company, 1994 Pa. PUC LEXIS 95.

Particularly, Complainant contends that she was not credited for amounts paid and was billed unknown amounts from December 2011 through April 2012 and that there are sharp increases in her bill due amounts. Complainant also states that her bills contain duplicate

charges and that PECO is charging her several times for the same budget billing amount. There is no evidence of these contentions or that would support a *prima facie* case.

In support of her contention that she is not receiving credit for amounts paid, Complainant submitted copies of her bank statements showing payments to PECO. (Complainant 1, 2) However, PECO records show that Complainant was credited for the amounts paid as reflected on her bank statement. (PECO 1, Complainant 1,2) In fact, Complainant's own charted analysis of her payments and PECO's application of those payments to her account confirms that PECO does indeed credit Complainant for payments made. (Complainant 1, p. 3) Also, Complainant's concern that her bill unduly increased substantially over a short period of time is also annulled by the record. For example, although Complainant's March 2012 bill was \$214.42, it increased to \$1,131.09 in April of 2012 because she again defaulted on her payments and the amount that was placed in abeyance under budget billing was again reinstated to her account.¹ This failure to pay and then reinstatement of balance has occurred repeatedly over the years Complainant has had an account with PECO. (PECO 1, 2, 3)

Also, there are no duplicate charges. Bills sent to Complainant list the charge due that month as well as the monthly charges that were due in previous months but unpaid. To illustrate, the April 10, 2012 bill sent to Complainant contains four charges of \$73.00 each. This is a listing of previous monthly budget bill charges not paid; they are not duplicate, additional or new charges. Only one \$73.00 payment was scheduled that month. The other \$73.00 notations represent months that Complainant did not pay the \$73.00 as required. (PECO 8, Complainant 4)

Complainant also protested that she was billed "unknown" amounts. The record and testimony show that the amount due listings on the bills are specific and identified. For any given month, in addition to a listing of current usage charges due and unpaid charges from previous months, the bills also clearly show an amount in late charges and the balance of the \$1,000 arrearage minus any payments made. (PECO 8, Complainant 4)

¹ Because it was clear during the hearing that Complainant did not understand her PECO bill, PECO was asked to explain the entries on bills sent to Complainant and to submit after the hearing a written explanation of the entries, with a copy to Complainant.

For example, on January 11, 2010, the total amount due was \$181.08. However, by February 10, 2012, Complainant had failed to make two \$73.00 payments on the arrearage agreement. Due to that default, the bill reflects a balance of the arrearage, \$816.05, plus two unpaid \$73.00 payments (total \$146.00) plus a late fee of \$96.04 added to the account balance, for a total of \$1,058.09 total in "Other Charges" that month. Adding the usual monthly budget billing amount of \$73.00, the total amount due was \$1,131.09. (PECO 8). There are no discrepancies or errors in the billings. Nor does the record reflect any unidentified charges, extraordinary fluctuations or deviations in usage or billing. As no *prima facie* case has been established, Complainant cannot prevail here.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter in this proceeding. 66 Pa. C.S. § 701.
2. The Complainant has the burden of proof in this matter pursuant to 66 Pa. C.S. § 332(a).
3. Complainant has not met her burden of proof. 66 Pa. C.S. § 332(a), 66 Pa.C.S. § 1405, 66 Pa. C.S. § 701.

ORDER

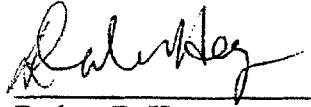
THEREFORE,

IT IS ORDERED:

1. That the complaint of D. Anne Wilson against PECO Energy Company at Docket No. F-2011-2272410 is hereby dismissed.

2. That the record at Docket No. F-2011-2272410 is marked closed.

Date: June 27, 2012



Darlene D. Heep
Administrative Law Judge

Exhibit “2”

“EXCEPTIONS”

File #: F-2011-2272410

D. Anne Wilson

v.

PECO Energy Company

RECEIVED
2012 AUG 13 AM 10:56
PA. P.U.C.
SECRETARY'S BUREAU

The following is a list of “exceptions” being submitted to the PUC for reconsideration of decision against PECO for excessive billing of:

1. Over \$1000 late charges

Unfair charges which should not have been added onto customer's/Complainant's bill.

Proof has been submitted to the PUC and to PECO that the payments were on time in the form of cashed checks by PECO. The cashed checks (of Complainant's payments) refer and concurs to PECO's due date time as indicated on each monthly billing statement. Each monthly billing statement renders a “Thank you for your payment” for previous payment clause regarding the previous billing statement. This clause indicates receipt of payment received on time to PECO; which has been received on time in order for it to be issued, as receipt of payment, in the next monthly billing statement. (Listed in the top portion of the billing statement.) Payments received on time which corresponds to PECO's due date. This is PECO's receipt of on-time payment. What other proof is needed for proof of timely payment?

2. Receipts already submitted to PECO

Payment receipts, which include bank receipts from customer/Complainant's cashed checks; and PECO receipts (for the exact same cashed checks) cashed by PECO for Complainant's monthly billing statements. All payment receipts have been meant and all payment receipts have all been submitted to the PUC and to PECO for proof of payment received by PECO from the Complainant; for each billing statement PECO claims was unpaid. This also included the LIHEAP payments that were shown on PECO's chart for Complainant's additional payment. What other proof is needed for proof of payment?

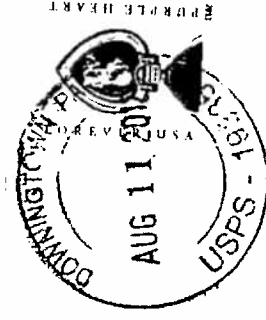
3. Over billing - Complainant is not receiving credit for payments from PECO in the balance section.

PECO statements listed as re-adding already made payments to the balance of the bill.

Proof has already been submitted that these payments were already made in the form of cashed checks to PECO, as well as, PECO's monthly billing statement states that the same amount has been received for payment in top of the billing statement.

(PECO also explained that if the amount of usage was less than the budget billing amount than the lesser amount was to be paid.)

DAW
111 Washington St
Parkesburg, PA 19365



**Secretary of Commission
Pennsylvania PUC
2nd F, Keystone Bldg.
400 North Street
Harrisburg, PA 17105-4365**