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November 2, 2012

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

**Re: Mary F. Kingcade v. PECO Energy Company  
PUC Docket No.: C-2011-2244748**

Dear Ms. Chiavetta:

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

<input type="checkbox"/>	Answer
<input type="checkbox"/>	Answer & New Matter
<input type="checkbox"/>	Motion to Dismiss
<input type="checkbox"/>	Motion for Judgment on the Pleadings
<input type="checkbox"/>	Preliminary Objection
<input type="checkbox"/>	Exceptions
<input checked="" type="checkbox"/>	Reply Exceptions
<input type="checkbox"/>	Main Brief
<input type="checkbox"/>	Reply Petition

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

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



## REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Mary F. Kingcade (“Complainant”) in the above-referenced matter on October 17, 2012. On June 2, 2011, Complainant filed a formal complaint against PECO Energy. In her formal complaint, Complainant alleged that: (1) PECO Energy improperly terminated her service on May 27, 2010; (2) PECO Energy improperly denied her Customer Assistance Program (“CAP”) arrearage forgiveness; (3) PECO Energy improperly assessed late fees although she made twelve (12) full payments on time; (4) PECO Energy created a new account with a transfer balance of \$1,473.65; and (5) PECO Energy wrongfully denied her a medical emergency certificate in December 2010. Respondent, PECO Energy filed an Answer on August 9, 2011. A hearing was held before Administrative Law Judge Cynthia Williams Fordham on March 21, 2012 on the merits of the Complainant’s complaint. An initial decision was issued on September 6, 2012, wherein ALJ Fordham held inter alia:

### **Medical Certificates:**

The Complainant submitted several medical certificates. The Respondent presented evidence to show that it issued a medical extension on June 19, 2009, until July 19, 2009 (Tr. 34; PECO Ex. 3). On August 27, 2009, the Respondent issued a medical extension until September 26, 2009, and restored the Complainant’s electric service (Tr. 34; PECO Ex. 3). The Respondent issued a medical extension on November 12, 2009, until December 11, 2009 (Tr. 34; PECO Ex. 3). On December 11, 2009, the Complainant’s account was coded not eligible to renew a medical certificate when the third medical certificate was accepted since the Complainant had not made the required payments on her account. (Tr. 35; PECO Ex. 3). The Respondent complied with the Commission’s regulations when it refused to accept more than three medical certificates without the required payment. See 52 Pa. Code § 56.114. The Complainant has failed to show that the Respondent violated the Statute or the Commission’s regulations when she submitted medical certificates.

**Deposit:**

The deposit in the amount of \$100.00 was assessed on December 9, 2010. ... The deposit was assessed because the Complainant has a poor payment history (Tr. 27). The deposit was assessed in accordance with the Commission regulation at 52 Pa. Code § 56.41. ...The deposit was assessed in compliance with the Commission's regulations.

**LIHEAP:**

Both parties agree that the Respondent received LIHEAP payments on May 5, 2010 (\$142.00) and on August 27, 2010 (\$100.00) (Tr. 12-15; C. Ex. F at 52; PECO Ex. 1). In addition, the parties agree that after the Respondent received the \$400.00 CRISIS grant, the Complainant's service was restored in December 2010 (Tr. 29; PECO Ex. 1). ...The evidence in the record fails to show that the Respondent did not apply the LIHEAP and CRISIS grants to the Complainant's account.

**Termination of Service:**

The Respondent issued a ten (10) day termination notice for a past due amount of \$2,425.52 on April 6, 2010 (Tr. 33; C. Ex. F at 33; PECO Ex. 3). The Respondent made two attempts to call the Complainant on April 12, and April 14, two different days at different times. (PECO Ex. 3). Therefore, the Respondent satisfied the 72 hour notice on April 14, 2010 (Tr. 22; PECO Ex. 3). On May 27, 2010, the Respondent terminated the Complainant's service for the past due amount of \$2,308.54 (Tr. 7, 33; C. Ex. At 38; PECO Ex. 6). The Respondent issued a post termination notice for a past due amount of \$2,308.54 on May 27, 2010 (C. Ex. F at 38). The Respondent restored the Complainant's service on June 21, 2010. The Complainant denied that her service was restored in June 2010. Nevertheless, the Complainant provided copies of bills for usage between June 21, 2010 and August 20, 2010 that show usage and payments from the Complainant. ....The Respondent complied with the Commission's regulations when in it terminated the Complainant and when it restored her service. The Complainant has failed to show that the Respondent committed errors when it terminated her service.

**Budget Billing**

Although the message on the bill stated that the Complainant could be placed on a budget plan if she paid \$64.00, the Respondent's system did not activate the budget when she paid \$64.00. On May 2, 2011, the Respondent PECO corrected the error by putting the

Complainant on budget billing of \$76.00 a month and issuing a payment agreement on the balance of \$1,711.33 to be paid in monthly installments of \$28.52 (Tr. 20, 37, 38, 44, 45; C. Ex. G at 87; PECO Ex. 6). . . . . Mr. Conway testified that a customer can be on CAP and budget billing at the same time. The Respondent is encouraged to place an account budget billing when it issues a payment agreement so that the amount due each month is consistent (Tr. 44, 45). The payment agreement is based on the past due balance and the current billing is based on the CAP program (Tr. 45). . . .In light of the evidence in the record, the Respondent's actions concerning the CAP program and budget billing have been in accordance with the applicable law and regulations.

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Complainant has failed to sustain her burden of proof. Based on the evidence in the record, the bills were correct as rendered. In addition the Respondent followed the proper procedures to terminate the Complainant.

**Credit Collection Agency**

The Respondent closed the Complainant's account on September 22, 2010 and issued a final bill for \$2,248.99 (Tr. 27; PECO Ex. 1, 2, 3).... The Complainant received correspondence, dated October 19, 2010, from Van Ru Credit Corporation, a debt collector for the Respondent, concerning her final bill (Tr. 8, 9, 28; C. Ex. F at 56). . . .Van Ru Credit is an agency that pursues collection on behalf of the Respondent on accounts that have become final. Mr. Conway testified that the Respondent does not sell the account balance to Van Ru Credit. (Tr. 28).

See ALJ Fordham, Initial Decision, dated 9/6/12, attached hereto as Exhibit "1".

The Commission should sustain the initial decision of ALJ Fordham. 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 Fordham, 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 raises issues with ALJ Fordham's Decision

regarding Medical Certificates, Deposit, LIHEAP, Termination of Service, Budget Billing and the Credit Collection Agency as follows:

1. **Medical Certificates.** There were only two (2) medical certificates issued dated June 19, 2009 and August 27, 2009. A medical certificate dated November 12, 2009 was not issued as noted by PECO giving them the right to terminate electric service or deny restoration one year (1) year later on the date of November 10, 2010. ... There is no evidence of a medical extension dated November 12, 009, until December 11, 2009 issued by Respondent.

2. **Deposit.** The deposit was not assessed in compliance with the Commission's regulations. ...Twelve (12) months prior to termination of service complainant was consistent in making payments as noted on the billing statements of 2010. for the above reason the deposit was not assessed in compliance with the Commission's regulations.

3. <b>LIHEAP.</b>	February 2010	\$100.00	Not documented by PECO
	March 2010	\$100.00	Not document by PECO
	May 05, 2010	\$142.00	May 27, 2010, Electric shut off
	August 2010	\$100.00	
	October 2010	\$300.00	Not documented by PECO
	December 2010	<u>\$400.00</u>	
	Total	1,142.00	

4. **Termination of Service.** Respondent, PECO, fraudulently made a misrepresentation of the fact that Complainant electric service was shut off May 27, 2010 and restored December 09, 2010 by documenting that electric service was restored June 21, 2010.

5. **Budget Billing.** Unpaid budget bill charges from previous bills listed by Respondent is fabricated. Complainant was placed on budget billing January 13, 2011 for the amount of \$64.00 after restoration of electrical service on December 09, 2010. ...Respondent continues listing fabricated charges (Budget Bill) on my billing statements.

6. **Credit Collection Agency.** The Respondent placed themselves in a position to collect Complainant's alleged balance twice. PECO employed Van Ru Credit Corporation to

collect the balance from Complainant and PECO was also to collect the balance from Complainant by transferring the balance to a new account and have complainant pay the balance by way of a deferred payment arrangement. The above said action could be considered double dipping or unjust enrichment. The said is also another example of PECO's fraudulent billing practice.

See Complainant's Exceptions, dated 10/17/12, attached hereto as Exhibit "2".

The record clearly demonstrates that PECO Energy accepted several medical certificates from the Complainant. When she failed to make equitable payments on her account consistent with 52 Pa. Code § 56.114, PECO Energy did not accept another medical certificate. The company assessed a deposit to the Complainant's account based on her previous poor payment history. Indeed, the record demonstrates that the Complainant had a final unpaid bill of \$2,248.99 as of September 22, 2010 that had to be transferred to a credit collection agency. (Tr. 27; Tr. 32; PECO Ex. 1, 2, 3). Irrespective of whether the Complainant paid her account consistently for twelve months, the company still had a right to assess a deposit pursuant to 52 Pa. Code § 56.41 because of the Complainant's history of poor payments and unsatisfied balances.

The record clearly demonstrates that PECO Energy applied the LIHEAP payments received on behalf of the Complainant. In fact, at the hearing the Complainant agreed that the LIHEAP and CRISIS payments had been applied to her account. (Tr. 12-15; C. Ex. F at 52; PECO Ex. 1). The evidence in the record shows that PECO Energy terminated the Complainant's service on May 27, 2010 and restored the service on June 21, 2010. The company followed the proper termination and restoration regulations as set forth under 52 Pa. Code § 56.81; 56.91 and 56.191.

The record demonstrates that the Complainant was properly billed for budget billing and she was provided with an explanation of the budget billing process at the hearing. (Tr. 20, 37,

38, 44, 45; C. Ex. G at 87; PECO Ex. 6). Finally, the evidence demonstrates that PECO Energy is not “double dipping” by requiring the Complainant to pay a transferred balance that was sent to a credit collection agency. As Mr. Conway testified, the account balance was not sold to the Van Ru Collection agency. (Tr. 28). He testified that Van Ru Credit is employed to pursue collection of balances on accounts that have become final and they operate as a contractor for the company. (Tr. 28). The balance was transferred to a new account number and PECO Energy is now requiring payment of the delinquent balance rather than the collection agency.

ALJ Fordham 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 Fordham’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,



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Shawane L. Lee  
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Direct Dial: 215.841.6841  
Fax: 215.568.3389



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**MARY F. KINGCADE**

**COMPLAINANT**

**v.**

**PECO ENERGY COMPANY,**

**RESPONDENT**

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**Docket Nos. C-2011-2244748**

**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).

**Mary F. Kingcade  
5538 Warrington Avenue  
Philadelphia, PA 19143**

Dated at Philadelphia, Pennsylvania, November 2, 2012



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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**

Mary F. Kingcade	:	
	:	
v.	:	C-2011-2244748
	:	
PECO Energy Company	:	

**INITIAL DECISION**

Before  
Cynthia Williams Fordham  
Administrative Law Judge

**HISTORY OF THE PROCEEDING**

On June 2, 2011, Mary F. Kingcade (“Kingcade” or “Complainant”) filed a complaint with the Pennsylvania Public Utility Commission (“Commission”) against PECO Energy Company (“PECO” or “Respondent”) alleging the following, among other things: that the Respondent improperly terminated her service on May 27, 2010; that her service was restored on December 8, 2010; that she was improperly denied Customer Assistance Program (“CAP”) arrearage forgiveness; that the Complainant made twelve (12) full payments on time; that the Respondent assessed late fees although she paid on time; that the Respondent created a new account with a transfer balance of \$1,473.65; and that the Respondent wrongfully denied her medical emergency certificate in December 2010. The Complainant requested that the Respondent set aside the \$1,736.24 balance. In addition, she asked the Respondent to stop adding late fees to her bill. She questioned whether she is in the CAP program or budget billing.

On August 9, 2011, the Respondent filed an answer. In its answer, the Respondent denied the allegations in the complaint. The Respondent explained that the Complainant’s service was restored several times based on medical certificates. When the

Complainant's service was terminated for nonpayment in August 2010, the Respondent stated that the Complainant was not eligible for a medical extension because she failed to make equitable payments as required by law. The Respondent "finalized" the account on September 22, 2010. The Respondent stated that it restored the service on December 9, 2010, because the Complainant was eligible for a LIHEAP CRISIS grant. The Respondent stated that it established a new account for the Complainant and transferred her final balance of \$1,403.27 from her previous account into her new account.

By hearing notice dated November 9, 2011, the hearing was scheduled for Wednesday, January 11, 2012, at 10:00 a.m. and the case was assigned to the undersigned.

On December 13, 2011, the undersigned received the Complainant's Motion to continue the hearing. The Complainant indicated that she was dealing with a crisis and addressing issues in another case before the Commission (*Kingcade v Philadelphia Gas Works*, Docket No. C-2009-2134662). Therefore, she requested a continuance. She indicated that the Respondent's counsel, Tishekia Williams, Esquire, did not object to the continuance<sup>1</sup>.

By Order dated December 15, 2011, the Complainant's continuance request was granted.

By hearing notice dated December 20, 2011, the January 11, 2012 hearing was canceled and the hearing was rescheduled for Wednesday, March 21, 2012, at 10:00 a.m.

Prehearing Order #2 was sent to the parties on March 1, 2012.

The hearing in this matter was held on March 21, 2012, in the Philadelphia Regional Office before Administrative Law Judge Cynthia Williams Fordham. The Complainant, Mary F. Kingcade, testified in support of the complaint, and sponsored seven (7) exhibits: Complainant's Exhibit A - cause of action; Complainant's Exhibit B - the Complainant's account statement for the period from June 30, 2009, through May 26, 2010;

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<sup>1</sup> Ms. Williams submitted correspondence explaining that she did not object to a brief continuance.

Complainant's Exhibit C - Complainant's bills for her treatment at Mercy Fitzgerald Hospital in December 2010 (exhibit not admitted); Complainant's Exhibit D - LIHEAP payments; Complainant's Exhibit E - documents regarding the Complainant's deferred payment plans and CAP rate plan; Complainant's Exhibit F - the Complainant's PECO bills for 2010; and Complainant's Exhibit G-the Complainant's PECO bills for 2011. Tishekia Williams, Esquire, represented PECO Energy Company. The Respondent presented one witness, Richard Conway, a regulatory assessor for the Respondent, who testified and sponsored six (6) exhibits: PECO Exhibit 1 - the Complainant's account activity statement for the period from May 13, 2009, through March 13, 2012; PECO Exhibit 2 - the Complainant's CAP history; PECO Exhibit 3 - the Complainant's collection history; PECO Exhibit 4 - the Bureau of Consumer Services' decision report (#2283346) dated August 28, 2007; PECO Exhibit 5 - the Bureau of Consumer Services' decision report (#2632631) dated June 16, 2010; and PECO Exhibit 6 - the Bureau of Consumer Services' decision report (#2696645) dated June 8, 2011.

The record in this case consists of a forty-nine (49) page transcript of the hearing and twelve (12) exhibits. The record closed on May 14, 2012, when the transcript was received.

#### FINDINGS OF FACT

1. The Complainant is Mary F. Kingcade, 5538 Warrington Avenue, Philadelphia, PA 19143. This is the service address.
2. The Respondent in this proceeding is PECO Energy Company.
3. The Complainant established an electric residential account, account number 06893-01408, with the Respondent for the service address, 5538 Warrington Avenue, Philadelphia, PA 19143 on August 2, 1983 (Tr. 21, 26, 27; PECO Ex. 1, 2, 3).
4. The Respondent enrolled the Complainant in its CAP rate program in May 2000. The Complainant's preprogram arrearage in the amount of \$864.86 was forgiven (Tr. 31; PECO Ex. 2).

5. The Complainant re-enrolled in CAP at tier E on January 14, 2006 (Tr. 31; PECO Ex. 2).

6. The Complainant filed an informal complaint with the Bureau of Consumer Services (#2283346) on August 22, 2007 (Tr. 35; PECO Ex. 4).

7. The Bureau of Consumer Services closed case #2283346 without a decision by letter dated August 28, 2007, because the Complainant was in CAP and the Complainant's service had already been restored (Tr. 35, 36; PECO Ex. 4).

8. The Complainant's CAP recertification at tier E was completed on February 5, 2008 (Tr. 32; C. Ex. E; PECO Ex. 2).

9. The Respondent issued a 10 day termination notice to the Complainant on June 3, 2009, for a past due balance of \$259.12 (Tr. 33; PECO Ex. 3).

10. The Respondent satisfied the 72 hour telephone notice on June 15, 2009 (Tr. 33; PECO Ex. 3).

11. The Respondent issued a medical extension on June 19, 2009, until July 19, 2009 (Tr. 34; PECO Ex. 3).

12. The Respondent issued a 10 day termination notice to the Complainant on July 29, 2009, for a past due balance of \$245.08 (Tr. 33; PECO Ex. 3).

13. The Respondent satisfied the 72 hour telephone notice on August 12, 2009 (Tr. 33; PECO Ex. 3).

14. The Respondent terminated the Complainant's service on August 26, 2009 (PECO Ex. 3).

15. On August 27, 2009, the Respondent issued a medical extension until September 26, 2009, and restored the Complainant's electric service (Tr. 34; PECO Ex. 3).

16. The Respondent issued a ten (10) day termination notice to the Complainant on October 22, 2009, for a balance of \$119.17 (Tr. 33; PECO Ex. 3).

17. The Respondent satisfied the 72 hour telephone notice on October 28, 2009 (Tr. 33; PECO Ex. 3).

18. The Respondent issued a medical extension on November 12, 2009, until December 11, 2009 (Tr. 34; PECO Ex. 3).

19. On December 11, 2009, the Complainant's account was coded not eligible to renew a medical certificate when the third medical certificate was accepted since the Complainant had not made the required payments on her account (Tr. 35; PECO Ex. 3).

20. On the Complainant's bills, the Respondent listed the unpaid budget bill charges from previous bills, the unpaid reconnection charge, charges due from previous bills and the total late fees due (Tr. 21, 22; C. Ex. F at 28, 31, 35, 37).

21. The Complainant's CAP recertification at tier E was completed on February 3, 2010 (Tr. 32; C. Ex. E; PECO Ex. 2).

22. The Respondent issued a ten (10) day termination notice to the Complainant for a past due amount of \$2,425.52 on April 6, 2010 (Tr. 33; C. Ex. F at 33; PECO Ex. 3).

23. The Respondent satisfied the 72 hour telephone notice on April 14, 2010 (Tr. 33; PECO Ex. 3).

24. On May 26, 2010, PECO received \$142.00 from LIHEAP to apply to the Complainant's account (Tr. 12, 13, 29; C. Ex. F at 43; PECO Ex. 1).

25. On May 27, 2010, the Respondent terminated the Complainant's service for the past due amount of \$2,308.54 (Tr. 7, 33; C. Ex. at 38; PECO Ex. 6).

26. The Respondent issued a post termination notice for a past due amount of \$2,308.54 on May 27, 2010 (C. Ex. F at 38).

27. On June 1, 2010, PECO received \$200.00 from LIHEAP to apply to the Complainant's account (Tr. 12, 13, 29; C. Ex. D, C. Ex. F at 43; PECO Ex. 1).

28. The Complainant filed an informal complaint with the Bureau of Consumer Services (#2632631) on June 11, 2010 (Tr. 36; PECO Ex. 4).

29. The Bureau of Consumer Services' decision report (#2632631) dated June 16, 2010, indicated that no payment arrangement could be given because the Complainant was in the CAP program. The case was closed and no decision was rendered. The case was dismissed in accordance with section 1405(c) of the Public Utility Code, 66 Pa.C.S § 1405(c) (Tr. 36, 37; C. Ex. F at 41; PECO Ex. 5).

30. The Complainant's service was restored on June 21, 2010 (Tr. 33, 34; C. Ex. F at 48; PECO Ex. 1, 3).

31. In its letter to the Complainant dated July 7, 2010, the Respondent stated that it would not accept medical certificates or requests to restore service due to a medical condition. This action was taken because the Respondent had granted at least three (3) medical condition extensions and/or restorations and the Complainant had not made the required payments on her account (C. Ex. F at 45).

32. The Complainant paid the current bill in the amount of \$40.03 for service between June 21, 2010 and July 12, 2010. This bill was for 345 kilowatt hours (Tr. 42; C. Ex. F at 47, 50; PECO Ex. 1).

33. The Complainant paid the current bill in the amount of \$55.33 for service between July 12, 2010 and August 10, 2010. This bill was for 497 kilowatt hours (C. Ex. F at 51, 52; PECO Ex. 1).

34. The Respondent issued a ten (10) day termination notice to the Complainant for a past due amount of \$2,296.41 on August 5, 2010 (Tr. 34; C. Ex. at 49; PECO Ex. 3).

35. The Respondent satisfied the 72 hour notice on August 11, 2010 (Tr. 34; PECO Ex. 3).

36. On August 20, 2010, the Respondent terminated the Complainant's service for the past due amount of \$2,241.08 (Tr. 33, 34; C. Ex. F at 60; PECO Ex. 3).

37. The Complainant paid the current bill in the amount of \$18.69 for service between August 10, 2010 and August 20, 2010. This bill was for 133 kilowatt hours (C. Ex. F at 52, 55; PECO Ex. 1).

38. The Respondent received a LIHEAP payment in the amount of \$100.00 on August 27, 2010 (Tr. 29; C. Ex. D at 15, C. Ex. F at 52; PECO Ex. 1).

39. The Respondent closed the Complainant's account on September 22, 2010, and issued a final bill for \$2,248.99 (Tr. 27; PECO Ex. 1, 2, 3).

40. The Complainant was removed from the CAP program on September 22, 2010, the date that the Complainant's original account was closed (Tr. 32; PECO Ex. 2).

41. The Complainant received correspondence, dated October 19, 2010, from Van Ru Credit Corporation, a debt collector for the Respondent, concerning her final bill (Tr. 8, 9, 28; C. Ex. F at 56.)

42. On December 8, 2010, the Respondent received a CRISIS grant in the amount of \$400.00 from LIHEAP for the Complainant (Tr. 17, 18, 29; C. Ex. D at 17; PECO Exs. 1, 3).

43. When the CRISIS grant does not satisfy the full balance due, the Respondent issues a payment agreement on the remaining balance. The monthly payment agreement installment is paid with the current monthly bill (Tr. 30).

44. The Respondent reestablished the Complainant's service at 5538 Warrington Avenue, Philadelphia, on December 9, 2010 (Tr. 17, 34, PECO Ex. 2, 3).

45. When the Complainant's service was reestablished on December 9, 2010, the Respondent established a new account for the Complainant under account number 06893-68018 (Tr. 27; PECO Ex. 1, 3).

46. The Respondent transferred the final balance of \$1,473.65 from the Complainant's prior account at account number 06893-01408 to the Complainant's new account at account number 06893-68018 (Tr. 27, 28; PECO Ex. 1).

47. By correspondence dated December 10, 2010, the Respondent requested a \$100.00 deposit from the Complainant (Tr. 18; C. Ex. F at 61).

48. The Complainant's bill dated December 13, 2010 included a deposit, connection charge, reconnect charge, transfer amount, and late payment charges. The total amount of the bill was \$1,930.74 (Tr. 18, 19; C. Ex. F at 61).

49. Although the message on the Complainant's December 2010 bill referred to service at a new address, the Complainant's service was at the same address as the previous account (Tr. 38-40; C. Ex. G at 65).

50. When the service was restored, the Respondent gave the Complainant a payment arrangement on the \$1,580.74 balance remaining after the CRISIS grant was posted. The Complainant was required to make a monthly payment of \$63.78 in addition to her monthly bill for usage (Tr. 17; C. Ex. E at 19).

51. Although the message on the bill stated that the Complainant could be placed on a budget plan if she paid \$64.00, the Respondent's system did not activate the budget when she paid \$64.00. On May 2, 2011, the Respondent PECO corrected the error by putting the Complainant on budget billing of \$76.00 a month and issuing a payment agreement on the balance of \$1,711.33 to be paid in monthly installments of \$28.52 (Tr. 20, 37, 38, 44, 45; C. Ex. G at 87; PECO Ex. 6).

52. The Complainant filed an informal complaint with the Bureau of Consumer Services (#2825703) on May 3, 2011 (Tr. 37; PECO Ex. 4).

53. The Complainant re-enrolled in CAP at tier E on May 16, 2011 (Tr. 32; C. Ex. E; PECO Ex. 2).

54. The Bureau of Consumer Services' decision (#2825703) dated June 8, 2011, dismissed the complaint because the Complainant had an active formal complaint on the same dispute (Tr. 37; PECO Ex. 6).

55. The Respondent received a LIHEAP payment on August 23, 2011, in the amount of \$100.00 (Tr. 29; C. Ex. D-LIHEAP letters; PECO Ex. 1).

56. On November 11, 2011, as a part of the Respondent's CAP arrearage forgiveness program, a balance of \$661.51 was removed from the account, reducing the Complainant's balance to \$1,000.00 (Tr. 32; C. Ex. E; PECO Ex. 2).

57. At the time of the hearing, the Complainant's balance was \$1,048.00 (Tr. 25; PECO Ex. 1).

## DISCUSSION

Pursuant to Section 332(a) of the Public Utility Code, 66 Pa.C.S. § 332(a), the burden of proof is on the proponent of a rule or order. In this proceeding, the Complainant is the proponent of a rule or order. Therefore, the Complainant bears the burden of proving by a preponderance of the evidence that the Respondent has violated the Public Utility Code or a regulation or order of the Commission. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). The Complainant must show that the utility is responsible or accountable for the problem described in the complaint. *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. P.U.C. 300 (1976).

The record in this proceeding must be reviewed to determine whether the Complainant has satisfied her burden of proof. If the burden of proof has been satisfied, then it must be determined whether the Respondent has submitted evidence of “co-equal” value or weight to refute the Complainant’s evidence. If this has occurred, the burden of proof has not been satisfied, unless the Complainant presented additional evidence. *Morrissey v. Pa. Dept. of Highways*, 424 Pa. 87, 225 A.2d 895 (1967).

In addition to determining whether the Complainant has satisfied her burden of proof, care must be exercised to insure that the Commission’s decision is supported by substantial evidence. 2 Pa.C.S. § 704. The term “substantial evidence” has been defined by various Pennsylvania courts as such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. Substantial evidence is more 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); *Murphy v. Dept. of Public Welfare*, 85 Pa. Cmwlth. 23, 480 A.2d 382 (1984).

The Complainant testified that she went to the emergency room on December 8, 2010, because her blood pressure was extremely high (Tr. 7). She said that the 911 responders stated that she should not be in a house without heat and electricity (Tr. 8).

The Complainant requested reimbursement for hospital bills for overnight stay, punitive damages for unwarranted service termination, enforcement of the Fair Debt Collection Practice Act and damages for emotional distress (Tr. 7-10; C. Ex. A). The Respondent's counsel objected to those requests for relief on the grounds that they were non jurisdictional disputes and that the Commission does not have the power to award damages to a private litigant (Tr. 9, 10). Furthermore, the Fair Debt and Collection Practice Act is not within the jurisdiction of the Commission (Tr. 10).

The undersigned explained that the Commission did not have jurisdiction to award damages (Tr. 10; C. Ex. A). The Pennsylvania appellate courts have held that the Commission is without power to award monetary damages to a private litigant. *DeFrancesco v. Western Pennsylvania Water Company*, 499 Pa. 374, 453 A. 2d 595 (1982); *Elkin v. Bell of Pennsylvania*, 491 Pa. 123, 420 A. 2d 371 (1980); *Feingold v. Bell of Pennsylvania*, 477 Pa. 1, 383 A. 2d 791 (1977). Therefore, the Commission cannot grant her demands for reimbursement for hospital bills for overnight stay, punitive damages for unwarranted service termination, enforcement of the Fair Debt Collection Practice Act and damages for emotional distress (Tr. 10; C. Ex. A).

#### LIHEAP

The Complainant testified that the Respondent continued to receive LIHEAP payments for her after her service was terminated in May 2010. Both parties agree that the Respondent received LIHEAP payments on May 5, 2010 (\$142.00) and on August 27, 2010 (\$100.00) (Tr. 12-15; C. Ex. F at 52; PECO Ex. 1). In addition, the parties agree that after the Respondent received the \$400.00 CRISIS grant, the Complainant's service was restored in December 2010 (Tr. 29; PECO Ex. 1).

In this case, the \$400.00 CRISIS payment was not enough "to take the customer out of crisis". Therefore, the Respondent restored the customer's service, applied the CRISIS grant to the Complainant's past due balance and issued a payment agreement on the remaining balance (Tr. 29, 30).

Richard Conway, a regulatory assessor for the Respondent, explained that a letter is automatically generated and sent to the customer when a payment agreement is established (Tr. 30).

The evidence in the record fails to show that the Respondent did not apply the LIHEAP and CRISIS grants to the Complainant's account.

### CAP

Customers who are enrolled in the Respondent's Customer Assistance Program ("CAP") receive a discount on their electric and gas bills based on their income. In addition, there is a one-time set aside and possible forgiveness of any pre-program arrearage (Tr. 30).

The Complainant was enrolled in the Respondent's CAP program in May 2000 (Tr. 31; PECO Ex. 2). She was recertified several times (Tr. 31; PECO Ex. 2). The Complainant was removed from the CAP program on September 22, 2010, when the original account was no longer active (Tr. 32; PECO Ex. 2).

She was reenrolled in CAP in May 2011 (Tr. 32; PECO Ex. 2). At the time of the hearing, she was still in the CAP program.

The Complainant denied that she received CAP forgiveness although she made the payments as required. The Respondent presented evidence to show that her preprogram arrearages were forgiven on two occasions. After she enrolled in the CAP program in 2000, \$864.86 was forgiven (Tr. 31; PECO Ex., 2). In addition, after she was enrolled in the CAP program in May 2011, as a part of the Respondent's CAP arrearage forgiveness program, a balance of \$661.51 was removed from the account on November 11, 2011, reducing the Complainant's balance to \$1,000.00 (Tr. 32; C. Ex. E; PECO Ex. 2).

Based on the evidence in the record, the Respondent did forgive the Complainant's preprogram arrearages in accordance with its rules.

### Medical certificates

The Complainant submitted several medical certificates. The Respondent presented evidence to show that it issued a medical extension on June 19, 2009, until July 19, 2009 (Tr. 34; PECO Ex. 3). On August 27, 2009, the Respondent issued a medical extension until September 26, 2009, and restored the Complainant's electric service (Tr. 34; PECO Ex. 3). The Respondent issued a medical extension on November 12, 2009, until December 11, 2009 (Tr. 34; PECO Ex. 3). On December 11, 2009, the Complainant's account was coded not eligible to renew a medical certificate when the third medical certificate was accepted since the Complainant had not made the required payments on her account (Tr. 35; PECO Ex. 3). Mr. Conway explained that the Commission's regulation states that the utility is required to accept one medical certificate and two extensions. Upon receipt of the third extension, the customer is expected to have cured the balance that existed on the first one. If the customer has not paid, the Respondent is not required to extend another medical certification until such time as that balance has been satisfied (Tr. 35).

The pertinent Commission regulations are set forth below.

#### **§ 56.113. Medical certifications.**

Certifications initially may be written or oral, subject to the right of the public utility to verify the certification by calling the physician or nurse practitioner or to require written verification within 7 days. Certifications, whether written or oral, must include the following:

- (1) The name and address of the customer or applicant in whose name the account is registered.
- (2) The name and address of the afflicted person and relationship to the customer or applicant.
- (3) The nature and anticipated length of the affliction.
- (4) The specific reason for which the service is required.
- (5) The name, office address and telephone number of the certifying physician or nurse practitioner.

**§ 56.114. Length of postponement; renewals.**

Service may not be terminated for the time period specified in a medical certification; the maximum length of the certification shall be 30 days.

(1) *Time period not specified.* If no length of time is specified or if the time period is not readily ascertainable, service may not be terminated for at least 30 days.

(2) *Renewals.* Certifications may be renewed in the same manner and for the same time period as provided in §§ 56.112 and 56.113 (relating to postponement of termination pending receipt of certificate; and medical certifications) and this section if the customer has met the obligation under § 56.116 (relating to duty of customer to pay bills). **In instances when a customer has not met the obligation in § 56.116 to equitably make payments on all bills, the number of renewals for the customer's household is limited to two 30-day certifications filed for the same set of arrearages. In these instances the public utility is not required to honor a third renewal of a medical certificate and is not required to follow § 56.118(3) (relating to right of public utility to petition the Commission).** The public utility shall apply the dispute procedures in §§ 56.151 and 56.152 (relating to public utility company dispute procedures). **When the customer eliminates these arrearages, the customer is eligible to file new medical certificates.**

**§ 56.115. Restoration of service.**

When service is required to be restored under this section and §§ 56.114, 56.116-56.118 and 56.191, the public utility shall make a diligent effort to have service restored on the day of receipt of the medical certification. In any case, service shall be reconnected within 24 hours. Each public utility shall have employees available or on call to restore service in emergencies.

**§ 56.116. Duty of customer to pay bills.**

Whenever service is restored or termination postponed under the medical emergency procedures, the customer shall retain a duty to make payment on all current undisputed bills or budget billing amount as determined under § 56.12(7) (relating to meter reading; estimated billing; customer readings).

**§ 56.117. Termination upon expiration of medical certification.**

When the initial and renewal certifications have expired, the original ground for termination shall be revived and the public utility may terminate service without additional written notice, if notice previously has been mailed or delivered within the past 60 days under § 56.91 (relating to general notice provisions and contents of termination notice). The public utility shall comply with §§ 56.93 - 56.96.

Emphasis added.

The evidence in the record shows that the Respondent complied with the Commission's regulations when it refused to accept more than three medical certificates without the required payment. See 52 Pa. Code § 56.114. The Complainant has failed to show that the Respondent violated the statute or the Commission's regulations when she submitted medical certificates.

Termination

The Complainant admitted that she received a ten (10) day notice and a post-termination notice but she denied that the Respondent followed the proper procedure for terminating her service (Tr. 26).

The Commission's regulations at 52 Pa. Code §§ 56.91, 56.93 and 56.96 address this issue. Those sections read as follows:

**§ 56.91. General notice provisions and contents of termination notice.**

(a) Prior to terminating service for grounds authorized by § 56.81 (relating to authorized termination of service), a public utility shall provide written notice of the termination to the customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days. In the event of a user without contract as defined in § 56.2 (relating to definitions), the public utility shall comply with §§ 56.93-56.97, but need not provide notice 10 days prior to termination.

**§ 56.93. Personal contact.**

(a) Except when authorized under § 56.71, § 56.72 or § 56.98 (relating to interruption of service; discontinuance of service; and immediate termination for unauthorized use, fraud, tampering or tariff violations), a public utility may not interrupt, discontinue or terminate service without attempting to contact the customer or responsible adult occupant, either in person or by telephone, to provide notice of the proposed termination at least 3 days prior to the scheduled termination. If personal contact by one method is not possible, the public utility is obligated to attempt the other method.

(b) Phone contact shall be deemed complete upon attempted calls on 2 separate days to the residence between the hours of 8 a.m. and 9 p.m. if the calls were made at various times each day, with the various times of the day being daytime before 5 p.m. and evening after 5 p.m. and at least 2 hours apart. Calls made to contact telephone numbers provided by the customer shall be deemed to be calls to the residence.

(c) If contact is attempted in person by a home visit, only one attempt is required. The public utility shall conspicuously post a written termination notice at the residence if it is unsuccessful in attempting to personally contact a responsible adult occupant during the home visit.

**§ 56.96. Post-termination notice.**

When service is actually terminated, notice that reflects the requirements in § 56.91 (relating to general notice provisions and contents of termination notice) as well as a medical emergency notice in the form which appears in Appendix B (relating to medical emergency notice) shall be conspicuously posted or delivered to a responsible adult person or occupant at the residence of the customer and at the affected premises.

The Respondent issued a ten (10) day termination notice for a past due amount of \$2,425.52 on April 6, 2010 (Tr. 33; C. Ex. F at 33; PECO Ex. 3). The Respondent made two attempts to call the Complainant on April 12, and April 14, two different days at different times. (PECO Ex. 3). Therefore, the Respondent satisfied the 72 hour notice on April 14, 2010 (Tr. 33; PECO Ex. 3). On May 27, 2010, the Respondent terminated the Complainant's service for the past due amount of \$2,308.54 (Tr. 7, 33; C. Ex. at 38; PECO Ex. 6). The Respondent issued a post termination notice for a past due amount of \$2,308.54 on May 27, 2010 (C. Ex. F at 38).

The Respondent restored the Complainant's service on June 21, 2010. The Complainant denied that her service was restored in June 2010. Nevertheless, the Complainant provided copies of bills for usage between June 21, 2010 and August 20, 2010 that show usage and payments from the Complainant.

The Respondent issued a ten (10) day termination notice for a past due amount of \$2,296.41 on August 5, 2010 (Tr. 34; C. Ex. at 49; PECO Ex. 3). The Respondent satisfied the 72 hour notice on August 11, 2010. Calls were made to the Complainant on behalf of the Respondent on August 9, and August 11, 2010 (Tr. 34; PECO Ex. 3). On August 20, 2010, the Respondent terminated the Complainant's service for the past due amount of \$2,241.08 (Tr. 33; PECO Ex. 3).

The Respondent closed the Complainant's account on September 22, 2010, and issued a final bill for \$2,248.99 (Tr. 27; PECO Ex. 1, 2, 3). The Complainant was removed from the CAP program on September 22, 2010, when the Complainant's original account was closed (Tr. 32; PECO Ex. 2). The Complainant received correspondence, dated October 19, 2010, from Van Ru Credit Corporation, a debt collector for the Respondent, concerning her final bill (Tr. 28; C. Ex. F at 56.)

Van Ru Credit is an agency that pursues collection on behalf of the Respondent on accounts that have become final. Mr. Conway testified that the Respondent does not sell the account balance to Van Ru Credit (Tr. 28).

On December 8, 2010, LIHEAP gave the Respondent a \$400.00 CRISIS grant for the Complainant (Tr. 18, 19; PECO Exs. 1, 3). The Respondent reestablished the Complainant's service on December 9, 2010.

The Respondent complied with the Commission's regulations when it terminated the Complainant and when it restored her service. The Complainant has failed to show that the Respondent committed errors when it terminated her service.

### Late fees

The Complainant testified that the Respondent assessed late fees when she was paying her bill.

The following late fees were assessed between May 2009 and March 2012: January 2010 - \$25.98; February 2010 - \$26.46; March 2010 - \$27.72; April 2010 - \$28.97; May 2010 - \$29.17; June 2010 - \$26.02; July 2010 - \$26.01; August 2010 - \$26.32; September 2010 - \$26.26; and October 2010 - \$25.75 (Tr. 26; PECO Ex. 1). The tariff rate for late payment charges on residential services is one and a half percent (Tr. 26). Mr. Conway testified that the Respondent assessed the late fees in compliance with its Commission approved tariff (Tr. 26).

The Complainant failed to make payments in November and December 2009. Thus, the Respondent charged late fees starting in January 2010. Although the Complainant was paying the current bill in 2010, she was carrying a past due balance. Therefore, the Respondent could charge her late fees on the unpaid balance. Furthermore, the Complainant questioned the amount of the late fees. Mr. Conway explained that the late charges assessed to the Complainant's account on July 13, 2010 were \$26.01. When this was combined with the unpaid late fees, the total charge for late fees was \$416.77 (Tr. 26, 40).

The Respondent is allowed to assess late fees on past due balances. The Respondent showed that the amount listed as late fees on the Complainant's bill is an accumulation of the unpaid late fees. Thus, the Respondent did not violate any statute or Commission regulation when it assessed late fees on her account.

### Balance transferred

The Complainant questioned how the Respondent could transfer a balance from another account into her current account.

Mr. Conway explained that since the Complainant's account was "finaled", she was given a new account number when service was reestablished in December 2010 (Tr. 27). Therefore, the balance from the account which was "finaled" in September 2010 was transferred to her new account (Tr. 27, 28; PECO Ex. 1). The Respondent is allowed to transfer a balance that is less than four years old.

The Commission's regulation at 52 Pa. Code § 56.16(b) addresses this issue. That section reads as follows:

**§ 56.16. Transfer of accounts.**

(b) In the event of discontinuance or termination of service at a residence or dwelling in accordance with this chapter, a public utility may transfer an unpaid balance to a new residential service account of the same customer.

Based on the evidence in the record, the Respondent transferred the balance from the Complainant's prior account to her new account in compliance with the Commission's regulations.

**Deposit**

A deposit in the amount of \$100.00 was assessed on December 9, 2010. It was billed as follows: fifty percent (50%), \$50.00, on December 9, 2010; twenty-five percent (25%), \$25.00, on January 13, 2011; and twenty-five percent (25%), \$25.00, on February 14, 2011 (Tr. 27). The deposit was assessed because the Complainant has a poor payment history (Tr. 27). The deposit was assessed in accordance with the Commission regulation at 52 Pa. Code § 56.41, which reads as follows:

**§ 56.41. General rule.**

A public utility may require an existing customer to post a deposit to reestablish credit under the following circumstances:

(1) *Delinquent accounts.* Whenever a customer has been delinquent in the payment of any two consecutive bills or three or more bills within the preceding 12 months.

(i) Prior to requesting a deposit under this section, the public utility shall give the customer written notification of its intent to request a cash deposit if current and future bills continue to be paid after the due date.

(A) Notification must clearly indicate that a deposit is not required at this time but that if bills continue to be paid after the due date a deposit will be required.

(B) Notification may be mailed or delivered to the customer together with a bill for public utility service.

(C) Notification must set forth the address and phone number of the public utility office where complaints or questions may be registered.

(D) A subsequent request for deposit must clearly indicate that a customer should register any question or complaint about that matter prior to the date the deposit is due to avoid having service terminated pending resolution of a dispute. The request must also include the address and telephone number of the public utility office where questions or complaints may be registered.

(2) *Condition to the reconnection of service.* A public utility may require a deposit as a condition to reconnection of service following a termination in accordance with § 56.191 (relating to payment and timing).

(3) *Failure to comply with payment agreement.* A public utility may require a deposit, whether or not service has been terminated, when a customer fails to comply with a material term or condition of a payment agreement.

The deposit was assessed in compliance with the Commission's regulations.

### Budget billing

The Complainant questioned whether budget billing and CAP were different programs (Tr. 44).

Mr. Conway explained that budget billing is different from CAP. Under budget billing, a customer can pay the same amount for the electric bill each month. The budget amount is based on the usage for the prior twelve months and it is reviewed quarterly (Tr. 32). Mr. Conway testified that a customer can be on CAP and budget billing at the same time. The Respondent is encouraged to place an account on budget billing when it issues a payment agreement so that the amount due each month is consistent (Tr. 44, 45). The payment agreement is based on the past due balance and the current billing is based on the CAP program (Tr. 45).

The Commission regulation at 52 Pa. Code § 56.262 pertains to budget billing. That regulation reads in relevant part:

**56.262. Meter reading; estimated billing; customer readings.**

Except as provided in this section, a utility shall render bills based on actual meter readings by utility company personnel.

...

(7) *Budget billing.* A gas, electric and steam heating utility shall provide its residential customers, on a year-round rolling enrollment basis, with an optional billing procedure which averages estimated utility service costs over a 10-month, 11-month or 12-month period to eliminate, to the extent possible, seasonal fluctuations in utility bills. The utility shall review accounts at least three times during the optional billing period. At the conclusion of the budget billing year, a resulting reconciliation amount exceeding \$100 but less than \$300 shall be, at the request of the customer, amortized over a 6-month period. Reconciliation amounts exceeding \$300 shall be amortized over at least a 12-month period at the request of the customer. Shorter amortization periods are permissible at the request of the customer.

In light of the evidence in the record, the Respondent's actions concerning the CAP program and budget billing have been in accordance with the applicable law and regulations.

Based on the evidence in the record, the Respondent accepted several medical certificates from the Complainant. In accordance with the Commission's regulations, the Respondent refused to accept another medical certificate without the required payment from the

Complainant. The record shows that the Respondent gave the Complainant a ten (10) day written termination notice, made two telephone attempts on two different days and left a post termination notice. Therefore, the Respondent complied with the termination procedures set forth in the Commission regulations. After the Complainant's service was restored in December 2010, the Respondent transferred the final balance from the Complainant's account at the same address to her new account. This was done in accordance with the Commission's regulations. The Complainant was assessed late fees because she failed to pay her November and December 2009 bills. The Respondent started assessing late fees in January 2010. The Complainant was paying the current bills in 2010 but not the past due bills.

The Complainant has failed to sustain her burden of proof. Based on the evidence in the record, the bills were correct as rendered. In addition, the Respondent followed the proper procedures to terminate the Complainant.

Accordingly, the complaint is dismissed.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter in this proceeding. 66 Pa.C.S. § 701.
2. That the Complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).
3. That the Respondent followed the termination procedures set forth in the Commissions regulations at 52 Pa. Code §§ 56.91, 56.93 and 56.96.
4. That the Respondent complied with the Commission's regulations regarding medical certificates as set forth in 52 Pa. Code §§ 56.113 through 56.117.
5. The Respondent assessed the deposit in accordance with the Commission regulation at 52 Pa. Code § 56.41.

6. That the Complainant failed to sustain her burden of proof.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint filed by Mary F. Kingcade against PECO Energy Company at Docket C-2011-2244748 is dismissed.
2. That the record in this case is marked closed.

Date: September 6, 2012

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Cynthia Williams Fordham  
Administrative Law Judge

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY  
COMMISSION APPEAL BOARD  
HARRISBURG PA 17105

APPEAL FROM JUDGES  
FINDING OF FACTS  
AND  
CONCLUSION OF LAW

MARY F. KINGRADE - COMPLAINANT  
5538 WARRINGTON AVENUE  
PHILADELPHIA PA. 19143  
VS.

SEPTEMBER 28, 2012  
INITIAL DECISION  
JUDGE CYNTHIA FORDHAM  
DOCKET NO. C-2011-2244748

PHILADELPHIA ELECTRIC COMPANY  
2301 MARKET STREET  
PHILADELPHIA PA. 19103

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION APPEAL BOARD

I hereby appeal from the decision of Judge Fordham and allege the following Finding of Fact, Conclusion of Law are incorrect and are in error and are not supported by substantial Evidence.

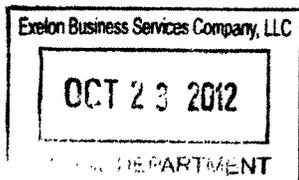
Finding of Fact # 18, 20, 30, 31, 32, 33, 36, 37, 41, 46.

Conclusion of Law # 3, 4, 5. - pg-22

are not supported by substantial competent Evidence.

October 17, 2012

Mary F. Kingrade  
Mary F. Kingrade  
Complainant



BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

MARY F. KINGCADE

Docket NO. E-2011-2244748

v.

PHILADELPHIA ELECTRIC COMPANY

EXCEPTIONS OF MARY F. KINGCADE - COMPLAINANT

OCTOBER 17, 2012

Mary F. Kingcade  
Mary F. KINGCADE  
Complainant

In reference to page ten (10) under the heading Discussion, it is noted by Judge Cynthia Fordham the following:

Pursuant to section 332 (a) of the Public Utility Code, 66 Pa. C.S. § 332(a), the burden of proof is on the proponent of a rule or order. In this proceeding, the Complainant is the Proponent of a rule or order. Therefore, the Complainant bears the burden of proving by a preponderance of the evidence that the Respondent has violated the Public Utility Code or a regulation or order of the Commission. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A. 2d 854 (1950). The Complainant must show that the utility is responsible or accountable for the problem described in the Complaint. *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. P.U.C. 300 (1976).

This case could be considered a Prima Facie Case. Complainant submitted evidence that is blatenly ~~clear~~ clearly displayed with material facts.

Exhibit B contain the account payment History, Exhibit F. and G. contain the Billing Statements for the year 2010 and 2011, displaying consistency in payments made each month.

Complainant evidence is more 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); Murphy v. Dept. of public Welfare, 85 Pa. Cmwlth. 23,480 A.2d 382 (1984).

There is no HEARSAY presented by complainant in this case. One need only look at complainant evidence to see that the evidence is adequate to support a conclusion.

In reference to Finding of Fact # 18 and #31 - page 5 and 6 - Medical Certificates and Extensions.

INITIAL DECISION:

page 15 - 1st paragraph reads:

The evidence in the record shows that Respondent PECO complied with the Commission's regulations when it refused to accept more than three medical certificates without the required payment. See 52 Pa. Code § 56.114.

Complainant has shown that Respondent violated the statute or the Commission's regulations as she submits medical certificates from year 2007 to 2010 showing that PECO did not issue medical certificates of three (3) giving them the right to deny Restoration and Termination of Complainant's Electric Service. See page 8-14 - Appeal.

There were only two (2) medical certificates issued dated June 19, 2009 and August 27, 2009. A medical certificate dated November 12, 2009 was not issued as noted by PECO giving them the right to terminate Electric Service or deny Restoration of Service one year (1) year later on the date of November 10, 2010.

Finding of Fact #31 - Pg 6 -  
 Conclusion of Law Pg 22 # 4 -  
 See page - 13 and 14 - Appeal

Page-3  
FINDING OF FACTS

Page 5-# 18 Disagree and Pg. 6-# 31

Complainant obtained medical certificates from her physician office from the year 2007 to year 2010. There is no evidence of a medical Extension dated November 12, 2009, until December 11, 2009 issued by Respondent.  
\*Medical certificates Enclosed. Pg-8-14

Page 5-# 20 Disagree

Unpaid budget bill charges from previous bills listed by Respondent is fabricated. Complainant was placed on Budget billing January 13, 2011 for the amount of \$24.00 after restoration of Electrical service on December 09, 2010.

Complainant has been compliant in making on time payments from January 13, 2011 to this date of October 2012. The Respondent continues listing fabricated charges (Budget bill) on my Billing Statements. See Bill enclosed date September 11, 2012. Page-6 attached.



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

(b)

Page

Name: MISS MARY KINGCADE  
Account Number: 06893-68018  
Phone Number: 267-777-2017  
Service Address: 5538 WARRINGTON AV, PHILADELPHIA

**Billing Summary**

Bill Date		09/11/2011
Thank you for your payment of \$54.00		
Budget bill charges from previous bill		\$76.00
Budget bill charges from previous bill		\$61.00
Budget bill charges from previous bill		\$61.00
Budget bill charges from previous bill		\$61.00
Budget bill charges from previous bill		\$61.00
Budget bill charges from previous bill		\$45.77
Budget bill charges from previous bill		\$66.00
Budget bill charges from previous bill		\$66.00
Budget bill charges from previous bill		\$66.00
Budget bill charges from previous bill		\$66.00
Budget bill charges from previous bill		\$66.00
Budget bill charges from previous bill		\$54.00
Budget bill charges from previous bill		\$54.00
Budget bill charges from previous bill		\$54.00
Budget bill charges from previous bill		\$54.00
Charges from previous bill		\$58.23
<b>Total Other Charges</b>		<b>\$970.00</b>
<b>Current Period Charges</b>		
Electric	\$50.77	
Budget billing amount		\$54.00
<b>Total New Charges</b>	<b>\$50.77</b>	
<b>Total Amount Due on 10/03/2012</b>		<b>\$1,024.00</b>

When paying in person, please bring the entire bill.

(continued on next page)

Medical certificates

The Complainant submitted several medical certificates. The Respondent presented evidence to show that it issued a medical extension on June 19, 2009, until July 19, 2009 (Tr. 34; PECO Ex. 3). On August 27, 2009, the Respondent issued a medical extension until September 26, 2009, and restored the Complainant's electric service (Tr. 34; PECO Ex. 3). The Respondent issued a medical extension on November 12, 2009, until December 11, 2009 (Tr. 34; PECO Ex. 3). On December 11, 2009, the Complainant's account was coded not eligible to renew a medical certificate when the third medical certificate was accepted since the Complainant had not made the required payments on her account (Tr. 35; PECO Ex. 3). Mr. Conway explained that the Commission's regulation states that the utility is required to accept one medical certificate and two extensions. Upon receipt of the third extension, the customer is expected to have cured the balance that existed on the first one. If the customer has not paid, the Respondent is not required to extend another medical certification until such time as that balance has been satisfied (Tr. 35).

The pertinent Commission regulations are set forth below.

**§ 56.113. Medical certifications.**

Certifications initially may be written or oral, subject to the right of the public utility to verify the certification by calling the physician or nurse practitioner or to require written verification within 7 days. Certifications, whether written or oral, must include the following:

- (1) The name and address of the customer or applicant in whose name the account is registered.
- (2) The name and address of the afflicted person and relationship to the customer or applicant.
- (3) The nature and anticipated length of the affliction.
- (4) The specific reason for which the service is required.
- (5) The name, office address and telephone number of the certifying physician or nurse practitioner.

(8)



**REQUEST FOR MEDICAL CERTIFICATION**  
(Solicitud De Un Certificado Medico)

**TO BE COMPLETED BY THE COMPANY**

Mailing Date: August 9, 2007

Account No: 06893-01408

Name and Service Address of Customer: MISS MARY KINGCADE  
5538 WARRINGTON AVE  
PHILADELPHIA PA 19143

Address: PECO Energy Company  
Medical Certificate Verification Dept.  
4275 Bridge View Drive  
North Charleston SC, 29405

Mail to Customer  
 Fax to Doctor Branon  
Fax No: 215-877-3710

Phone No: 1-888-480-1533  
Fax No: 1-800-590-2799

Is your service off? **Yes** No

**Part A (To Be Completed By Customer)**

Name of person who is seriously ill: Mary Kingcade

Relationship to the customer: same

CHECK THIS BOX IF THE SERVICE IS CURRENTLY OFF AT YOUR ADDRESS:

**Part B (To Be Completed By Doctor)**

Name of person who is seriously ill: Mary Kingcade Patient's DOB: 1/13/42

Relationship to the customer: same

Patient's Address (if other than above): \_\_\_\_\_

Nature of illness: Hypertension sleep apnea

Specific reason utility service is required to prevent aggravation of the illness: intolerant to extremes of temperature

How long do you expect the illness to last? 30 days

Cheryl Branon MD  
Please Print Doctor's Name

OS-006821-L  
License Number

5050 Wynnfield Ave Phila PA 19131  
Office Address

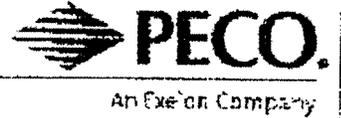
215 877 1160  
Office Phone Number

[Signature]  
Doctor's Signature

8/10/07  
Date Signed

This certificate is good for the expected length of the illness, up to a maximum of 30 days, unless you renew it.  
It is your duty as a customer to arrange to make payments on all bills

REQUEST FOR MEDICAL CERTIFICATION  
(Solicitud De Un Certificado Medico)



<b>TO BE COMPLETED BY THE COMPANY</b>	
Account No: 06893-01408	Mailing Date: August 20, 2008
Name and Service Address of Customer: MISS MARY KINGCADE 5538 WARRINGTON AVE PHILADELPHIA PA 19143	Address: PECO Energy Company Medical Certificate Verification Dept. 4275 Bridge View Drive North Charleston SC, 29405
<input type="checkbox"/> Mail to Customer	Phone No: 1-888-480-1533
<input checked="" type="checkbox"/> Fax to Doctor DR. CHERYL BRANON	Fax No: 1-800-590-2799
Fax No: 215-877-3710	

<b>Is your service off?</b>	<b>Yes</b>	<b>No</b>
-----------------------------	------------	-----------

**Part A (To Be Completed By Customer)**

Name of person who is seriously ill:	<i>Same</i>
Relationship to the customer:	
CHECK THIS BOX IF THE SERVICE IS CURRENTLY OFF AT YOUR ADDRESS: <input type="checkbox"/>	

**Part B (To Be Completed By Doctor)**

Name of person who is seriously ill:	<i>Same</i>	Patient's DOB:	<i>01/13/42</i>
Relationship to the customer:	<i>Self</i>		
Patient's Address (if other than above):	<i>Same</i>		
Nature of illness:	<i>Hypertension</i>		
Specific reason utility service is required to prevent aggravation of the illness: <i>Needs temp controlled environment</i>			
How long do you expect the illness to last? <i>indef.</i>			

<i>D. Howard Brooks</i>	<i>051841L</i>
Please Print Doctor's Name	License Number
<i>5050 Wymorefield Ave</i>	<i>215-877-1106</i>
Office Address	Office Phone Number
<i>[Signature]</i>	<i>8/22/08</i>
Doctor's Signature	Date Signed

This certificate is good for the expected length of the illness, up to a maximum of 30 days, unless you renew it.  
It is your duty as a customer to arrange to make payments on all bills

REQUEST FOR MEDICAL CERTIFICATION  
(Solicitud De Un Certificado Medico)



TO BE COMPLETED BY THE COMPANY

Account No: 06833-01408

Mailing Date: October 24, 2008

Name and Service Address of Customer:  
MISS MARY KINGCADE  
5538 WARRINGTON AVE  
PHILADELPHIA PA 19143

Address:  
PECO Energy Company  
Medical Certificate Verification Dept.  
4175 Bridge View Drive  
North Charleston SC, 29405

Mail to Customer  
 Fax to Doctor Dr. Cheryl Branon  
Fax No: 215.877.3710

Phone No: 1-888-480-1533  
Fax No: 1-800-590-2799

Is your service off?

Yes No

Part A (To Be Completed By Customer)

Name of person who is seriously ill:

Relationship to the customer:

CHECK THIS BOX IF THE SERVICE IS CURRENTLY OFF AT YOUR ADDRESS:

Part B (To Be Completed By Doctor)

Name of person who is seriously ill:

Mary Kingcade

Patient's DOB:

01-13-1942

Relationship to the customer:

son

Patient's Address (if other than above):

Nature of illness:

Hypertension

Specific reason utility service is required to prevent aggravation of the illness:

Arthritis to extend leg

How long do you expect the illness to last?

30d

Cheryl Branon

Please Print Doctor's Name

05-2063212

License Number

5050 Wynnfield Ave

Phl PA 19121

Office Address

215877-1100

Office Phone Number

Cheryl Branon

Doctor's Signature

10/22/08

Date Signed

This certificate is good for the expected length of the illness, up to a maximum of 30 days, unless you renew it.  
It is your duty as a customer to arrange to make payments on all bills

(11)

### REQUEST FOR MEDICAL CERTIFICATION (Solicitud De Un Certificado Médico)

<b>TO BE COMPLETED BY THE COMPANY</b>	
Account No: 06893-01408	Mailing Date: 6-18-09
Name and Service Address of Customer: MARY Kingcade 5538 WARRINGTON Ave Phila PA 19143	Address: PECO Energy Company Medical Certificate Verification Dept. PO Box 80460 Charleston SC, 29418-0570
Phone No: 1-888-480-1533 Fax No: 1-800-590-2799	

Is your service off? Yes  No

**Part A (To Be Completed By Customer)**

Name of person who is seriously ill: MARY Kingcade

Relationship to the customer: self

CHECK THIS BOX IF THE SERVICE IS CURRENTLY OFF AT YOUR ADDRESS:

**Part B (To Be Completed By Doctor)**

Name of person who is seriously ill:	Patient's DOB: 1/13/42
Relationship to the customer: Mary Kingcade	
Patient's Address (if other than above):	
Nature of illness: Hypertension	
Specific reason utility service is required to prevent aggravation of the illness: intolerant to extremes of temp	
How long do you expect the illness to last? 30d	

Cheryl Brown Please Print Doctor's Name	052068211 License Number
5050 Wymondfield Ave Office Address	25871160 Office Phone Number
C. Brown Doctor's Signature	6/19/09 Date Signed

This certificate is good for the expected length of the illness, up to a maximum of 30 days, unless you renew it.  
It is your duty as a customer to arrange to make payments on all bills



(13)



REQUEST FOR MEDICAL CERTIFICATION (Solicitud De Un Certificado Medico)

TO BE COMPLETED BY THE COMPANY
Account No: 06893-01408
Mailing Date: November 9, 2010
Name and Service Address of Customer: MISS MARY KINGCADE 5538 WARRINGTON AVE PHILADELPHIA PA 19143
Address: PECO Energy Company Medical Certificate Verification Dept. 4275 Bridge View Drive North Charleston SC, 29405
Mail to Customer [ ]
Fax to Doctor DR CHERYL BRANON [x]
Phone No: 1-888-480-1533
Fax No: 215-877-3710

Is your service off? Yes No

Part A (To Be Completed By Customer)

Name of person who is seriously ill:
Relationship to the customer:
CHECK THIS BOX IF THE SERVICE IS CURRENTLY OFF AT YOUR ADDRESS: [ ]

Part B (To Be Completed By Doctor)

Name of person who is seriously ill: Mary Kingcade Patient's DOB: 01/17/42
Relationship to the customer:
Patient's Address (if other than above):
Nature of illness: Hypertension
Specific reason utility service is required to prevent aggravation of the illness:
How long do you expect the illness to last? 30 d

Cheryl Branan
Please Print Doctor's Name
Office Address: 5050 Wynnfull Ave Phil PA 19131
Doctor's Signature: [Signature]
License Number: 05-06821-c
Office Phone Number: 215-877-1000
Date Signed: 11/10/10

This certificate is good for the expected length of the illness, up to a maximum of 30 days, unless you renew it. It is your duty as a customer to arrange to make payments on all bills

(14)



November 10, 2010

MISS MARY KINGCADE  
5538 WARRINGTON AVE  
PHILADELPHIA PA 19143

Account Number: 06893-01408

Dear Customer,

We are returning the enclosed Request for Medical Certification, which has been denied. The request will not be approved until:

- You complete the highlighted area(s) on the form.
- Your Medical Certificate Non-Renewal period has expired.
- Your Medical Office verifies the condition.
- Sufficient information on the form can be verified.
- Other:

To be valid, the request must contain all of the following information:

- Name and address of the ratepayer
- Name of the person with the medical condition and his/her relationship to the ratepayer.
- Your Medical Office verifies the condition.
- Name, office address, telephone number and the medical license number of the certifying doctor or nurse practitioner.

You are responsible for paying your bill on time every month. If your account is past due, please make payment today to avoid further collection action.

We have enclosed another Request for Medical Certification for your convenience. Please call us at (888) 480-1533 with any questions.

Sincerely,

PECO

58

Page 5 # 20 - Continues. Finding of Fact .

Complainant is requesting that the PUC stop Respondent PECO from listing fabricated Budget Billing charges to Complainant's

Account. Tr Pg. 20 line 10-25 Pg 21-line 1-7. ~~22-23~~  
Tr Pg 22 line 1-10. ALSO see Pg. ~~22-23~~

Appeal - pg-6 Example-Bill 9-11-~~2012~~

Page 6 # 30

There is no logic to Respondent PECO's allegations they turned on the Electrical Service at Complainant's home for a payment of \$75.00 as the overall total amount of \$2,308.54 that PECO's alleging that Complainant owed remains due and owed.

The Respondent's Exhibit 3 Collection History clearly displays fraudulent activity for the date of June 21, 2010. It is documented that Complainant payment of \$75.00 activated PECO's system to restore her Electric Service. see page 16-20-Appeal-

Complainant submitted her Bank statement for the Month of June 2010 disproving PECO's allegations that Complainant made a payment of \$75.00. Complainant always pay her Bills with Checks. See Bank Statement ENCLOSED.  
Pg-18-Appeal-

(1)

Total - 5 pages

(16)

Mary F. Kingsade  
5538 Warrington Ave  
Philadelphia PA. 19143  
267-670-3845

March 23, 2012

Administrative Law  
Judge Cynthia Williams Fordham  
Pennsylvania Public Utility  
Commission  
801 Market Street Suite #063  
Philadelphia PA. 19107

RE: Mary F. Kingsade vs. PECO Energy  
Docket NO: E-2011-2244748

Dear your Honor:

In reference to PECO Account Activity Statement Complainant Mary F. Kingsade has discovered fraudulent activity, being the transaction dated June 21, 2010. The transaction is documented as Transfer being in the amount of (\$ 75.00) seventy five dollars, under the heading of "Credit Amount". Also, for the date of June 21, 2010 is a Reconnect Fee but out non pay amount of \$ 75.00 under the heading "Charge Amount". I Complainant have not participated in any of the noted activity ~~statement~~ documented on PECO's Account Activity Statement noted as Exhibit I - page one (1). Complainant has not made a payment of \$ 75.00 on June 21, 2010 nor is there any payment record of complainant making a payment on June 21, 2010 from her bank. Enclosed is a copy of my bank Statement. SEE ALSO PECO Exhibit #3 - Collection History.

(2)

(17)

Complainant standby her testimony of  
March 21, 2012 that service at her address  
5538 Warrington Avenue was terminated  
May 27, 2010 and restored December 09, 2010.

Thank you for any consideration you  
give to this matter.

CC: PECO Energy  
Tishkia Williams, Esq.

Respectfully,  
Mary F. Kingcade, Prose  
Mary F. Kingcade, Claimant

March 23, 2012



# Crown Classic Banking

01 ~~XXXXXXXXXX~~ 752 30 0 2 86,087

(3)

(18)

WACHOVIA



00021365 02 AV 0.460 02 5DG 73  
MARY F KINGCADE  
5538 WARRINGTON AVE  
PHILADELPHIA PA 19143

PB

## Crown Classic Banking



6/04/2010 thru 7/06/2010

Account number: ~~XXXXXXXXXX~~  
Account owner(s): MARY F KINGCADE

### Account Summary

Opening balance 6/04	\$333.75
Deposits and other credits	1,241.00 +
Interest paid	0.02 +
Checks	234.06 -
Other withdrawals and service fees	1,266.08 -
Closing balance 7/06	\$74.63

### Deposits and Other Credits

Date	Amount	Description
6/07	15.00	REFUND HDC*HOME DECORATOR 06/04 4828622204689 800-2406047 MO 9031V733682
6/07	85.00	REFUND HDC*HOME DECORATOR 06/04 4828622204689 800-2406047 MO 9031V733682
6/16	<del>XXXXXX</del>	AUTOMATED CREDIT US TREASURY 303 SOC SEC CO. ID. <del>XXXXXXXXXX</del> <del>XXXXXX</del> PPD
7/06	0.02	INTEREST FROM 06/04/2010 THROUGH 07/06/2010
<b>Total</b>	<b>\$1,241.02</b>	

### Interest

Number of days this statement period	33
Annual percentage yield earned	0.06%
Interest earned this statement period	\$0.02
Interest paid this statement period	\$0.02
Interest paid this year	\$0.15

### Checks \*\*\*

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
1206	124.30	6/21	1208	21.61	6/22	<b>Total</b>	<b>\$234.06</b>	
1207	67.43	6/22	1209	20.72	7/01			

COLLECTION HISTORY

NAME: MARY KINGCADE

ACCOUNT: 06893-68018

ADDRESS: 5538 WARRINGTON AVE PHILADELPHIA PA 19143

CASE: C-2011-2244748

---

08/02/83	Service established (account 06893-01408)
06/03/09	10-day termination notice issued for past due \$259.12
06/15/09	72-hour notice satisfied
06/19/09	Medical extension issued until 7/19/09 (balance \$2,280.49)
07/29/09	10-day termination notice issued for past due \$245.08
08/12/09	72-hour notice satisfied
08/26/09	Service terminated for past due \$245.47
08/27/09	Medical extension issued until 9/26/09; service restored
09/29/09	10-day termination notice issued for past due \$247.43
10/06/09	72 hour notice satisfied
10/06/09	Utility report issued until 10/21/09
10/22/09	10-day termination notice issued for past due \$119.17
10/27/09	Utility report issued for \$119.77 by 11/11/09
10/28/09	72-hour notice satisfied
11/12/09	Medical extension issued until 12/11/09
12/11/09	Account coded Medical Condition non-renewable (total payments since 6/19/09 of \$426.39)
04/06/10	10-day termination notice issued for past due \$2,425.52
04/14/10	72-hour notice satisfied
05/27/10	Service terminated for past due \$2,308.54
* * 06/21/10	Service restored due to customer payment *
08/05/10	10-day termination notice issued for past due \$2,296.41
08/11/10	72-hour notice satisfied
* * 08/20/10	Service terminated for past due \$2,241.08
09/21/10	Account discontinued due to restoration requirements not met
09/22/10	Final bill for \$2,248.99 issued, due 10/14/10
* * 10/10/10	Service restored via new account 06893-68018 upon receipt of LIHEAP Crisis grant
04/18/11	10-day termination notice issued for past due \$1,648.72
04/28/11	72-hour notice satisfied
05/02/11	Utility report issued until 5/12/11

Prco exhibit  
I

(20)

(5)

Date: 05/05/11  
Page: 1 of 2

PECO Account Activity Statement

CUAR038

\*\*\* Account Information \*\*\*

Account Number: 06893-01408  
Account Status: Final  
Requested By: MISS MARY KINGCADE  
(267)777-2017 Extension:  
Mail To: MISS MARY KINGCADE  
5538 WARRINGTON AV  
PHILADELPHIA PA 19143

\*\*\* Current Account Status \*\*\*

Current Bill: \$0.00  
Billed Prior: \$0.00  
Balance Due: \$0.00  
Service Address: 5538 WARRINGTON AV  
PHILADELPHIA PA 19143  
Meter Bill Grp: 09  
Rate: CAP Opt E Electric Residential Service

Credit Amount: \$0.00  
Deposit Requested: \$0.00  
Deposit On-Hand: \$0.00

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH
05/13/09	ELECTRIC SERVICE	04/13/09 05/12/09	51704	083244485	\$33.08		\$2240.15	\$2207.07	06/04	285
05/13/09	Regular Bill									
06/12/09	ELECTRIC SERVICE	05/12/09 06/11/09	52063	083244485	\$40.34		\$2280.49	\$2240.15	07/06	359
06/12/09	Regular Bill									
06/30/09	Payment					\$40.34				
07/14/09	ELECTRIC SERVICE	06/11/09 07/13/09	52490	083244485	\$47.12		\$2287.27	\$2240.15	08/05	427
07/14/09	Regular Bill									
07/21/09	Payment					\$47.12				
08/12/09	ELECTRIC SERVICE	07/13/09 08/11/09	52913	083244485	\$46.73		\$2286.88	\$2240.15	09/03	423
08/12/09	Regular Bill									
08/20/09	Payment					\$46.73				
08/27/09	RECONNECT FEE - CUT-OUT NON-PAY				\$75.00		\$2359.92	\$2240.15	10/05	403
09/11/09	ELECTRIC SERVICE	08/11/09 09/10/09	53316	083244485	\$44.77		\$2349.63	\$2315.15	11/03	298
09/11/09	Regular Bill									
09/21/09	Payment					\$44.77				
10/12/09	ELECTRIC SERVICE	09/10/09 10/11/09	53614	083244485	\$34.48		\$2349.63	\$2315.15	11/03	298
10/12/09	Regular Bill									
10/22/09	Payment					\$34.48				
11/10/09	ELECTRIC SERVICE	10/11/09 11/09/09	54099	083244485	\$52.80		\$2155.00	\$2102.20	12/03	485
11/10/09	Regular Bill									
12/11/09	ELECTRIC SERVICE	11/09/09 12/10/09	54762	083244485	\$70.69		\$2225.69	\$2155.00	01/04	563
12/11/09	Regular Bill									
01/11/10	Late Payment Charge				\$25.98					
01/14/10	ELECTRIC SERVICE	12/10/09 01/13/10	55972	083244485	\$142.89		\$2394.56	\$2351.67	02/05	1210
01/14/10	Regular Bill									
01/20/10	Payment					\$142.89				
02/10/10	Late Payment Charge				\$26.46					
02/12/10	ELECTRIC SERVICE	01/13/10 02/11/10	56836	083244485	\$102.68		\$2380.81	\$2278.13	03/09	864
02/12/10	Regular Bill									
02/26/10	Payment					\$102.68				
03/15/10	ELECTRIC SERVICE	02/11/10 03/14/10	57774	083244485	\$113.73		\$2460.15	\$2346.42	04/06	938
03/15/10	Regular Bill									
03/16/10	Late Payment Charge				\$27.72					
03/25/10	Payment					\$34.39				
04/13/10	ELECTRIC SERVICE	03/14/10 04/12/10	58159	083244485	\$44.05		\$2526.26	\$2482.21	05/05	385
04/13/10	Late Payment Charge				\$28.97					
04/13/10	Regular Bill									
05/06/10	Payment					\$44.05				
05/11/10	Late Payment Charge				\$29.17					
05/12/10	ELECTRIC SERVICE	04/12/10 05/11/10	58421	083244485	\$31.67		\$2543.05	\$2511.38	06/03	262
05/12/10	Regular Bill									
05/21/10	Payment					\$31.67				
05/26/10	LIHEAP Payment					\$142.00				
06/01/10	LIHEAP Payment					\$200.00				
06/08/10	Late Payment Charge				\$26.02					
06/11/10	Regular Bill									
06/11/10	ELECTRIC SERVICE	05/11/10 06/10/10	58583	083244485	\$21.61		\$2292.01	\$-75.00	07/06	162
06/21/10	Payment					\$21.61				
06/21/10	Transfer					\$21.61				
06/21/10	RECONNECT FEE - CUT-OUT NON-PAY				\$75.00					
07/13/10	ELECTRIC SERVICE	06/10/10 07/12/10	58928	083244485	\$40.03		\$2336.44	\$2296.41	08/04	345
07/13/10	Late Payment Charge				\$26.01					
07/13/10	Regular Bill									

MULTIPLE

Service shut off

✱

## Liability for Fraudulent Misrepresentation

One who fraudulently makes a misrepresentation of facts opinion intention or law for the purpose of inducing another to act or to refrain from action in reliance upon it is subject to liability to the other in deceit for pecuniary loss caused to him by his justifiable reliance upon the misrepresentation.

Robert Dunn - Proximate Cause Rule - Legal Principle  
 § 1.1 — § 546. Causation in Fact. —

Respondent, PELO, fraudulently made a misrepresentation of the fact that a deposit of \$100.00 is required to established electric service to "your new address". Exhibit G - Pg 65 - Tr. p. 8 (enclosed) (1-18-22)

Complainant has lived at her current address since 1983. Tr. pg 38-line 10-25 - pg 39-line 1-25 • Att: Below

The conduct of Respondent was of a serious nature as willful fraud was committed as Complainant was induced to pay a deposit and to make payments during the time period that the electric service was shut off.

\* Tr. pg 39-line-9 has a transcription error:

\* "in hell" is in error.

\* correction - stated "and held"



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

(22) Page

Name: MISS MARY KINGCADE  
Account Number: 06893-68018  
Phone Number: 267-777-2017  
Service Address: 5538 WARRINGTON AV, PHILADELPHIA

**Billing Summary**

Bill Date	01/13/2011
LIHEAP payment \$400.00	
Deposit	\$25.00
Deferred payment agreement	\$63.70
<b>Total Other Charges</b>	<b>\$88.70</b>
<b>Current Period Charges</b>	
Electric	\$186.30
<b>Total New Charges</b>	<b>\$186.30</b>
<b>Total amount due on 02/04/2011</b>	<b>\$275.10</b>

**General Information**

Next scheduled meter reading: **February 14, 2011**  
PECO, 2301 Market St, Philadelphia, PA 19103-1380. If you have any questions or concerns, please call **1-800-494-4000** before the due date.

**Customer Self Service - Manage Your Account 24/7**

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

**Message Center**

\* ~~A deposit was required to establish electric service for your new address. For your convenience, we are billing the deposit for this account in 0002 installments. Payment by the due date will ensure that an additional deposit will not be billed to your account. Please call our office if you have any questions.~~

New charges contain estimated total state taxes of \$13.49, including \$11.29 for State Gross Receipts Tax.

Your electric price to compare is \$0.0980 per kWh.

\* If you were on our budget billing program, your bill this month would have been **\$64.00**. To begin using budget billing, please pay this amount rather than the amount shown on your bill. Your account will automatically be placed on budget billing.

**Deferred Payment Arrangement**

Current Payment Plan Amount	\$63.70
Payment Plan Balance	\$1,466.90
Number of Remaining Payments	2

65

When a meter is replaced, please bring the meter to the meter room.

(continued on next page)

In reference to the "NOTICE OF DEPOSIT REQUEST" letter dated December 10, 2010: Electrical service was terminated at the above residential address [Pg 25] May 27 2010. Service was restored December 09, 2010 one (1) day prior to the date of this notice. See ~~pg 26~~

A new account and account number is established, as a deposit was required to establish electric service for your new address as noted on the billing statement dated January 13, 2011 (01-13-2011) Exhibit-G; page sixty five (65). Enclosed - See pg-22.

Complainant resides at 5538 Warrington Ave. Philadelphia PA. 19143 as noted on the NOTICE OF DEPOSIT REQUEST letter. Complainant has resided at the said address since 1983.

The above information noting a "new address" is false information documented by the Respondent PECO. The deposit was not assessed in compliance with the Commission's regulations.

The Respondent has <sup>also</sup> noted "The deposit was assessed because the Complainant has a poor payment history (Tr. 27) The deposit was assessed in accordance with the Commission regulation at 52 Pa. Code 56.41, which reads as follows:  
 — Conclusion of Law - Pg-22-# 5. — Tr-Pg-27-Line-1-25

DEPOSIT- Pg-19-Initial Decision  
 §56.41 General rule.

A public utility may require an existing customer to post a deposit to reestablish credit under the following circumstances;

(1) Delinquent Accounts: Whenever a customer has been delinquent in the payment of any two consecutive bills or three or more bills within the preceding 12 months.

Twelve (12) months prior to termination of service complainant was consistent in making payments as noted on the Billing Statements of 2010-Exhibit F- and The Respondent, PECo, Account Activity Statement- Exhibit L.

For the above reason the deposit was not assessed in compliance with the Commission's regulations.

The above issues should be addressed by the PUC appeal Board.  
 Complainant's Case should not be Dismissed.

0086

PECO  
PO BOX 13778  
Philadelphia, PA 19101

Account Number: 0689368018 - *New Account*  
December 10, 2010

287 1 AV 0.335 0287/000287/000293 002 01 GXBRBS 1 12102010  
MISS MARY KINGCADE  
5538 WARRINGTON AVE  
PHILADELPHIA PA 19143-4721  
|||||

For Service to: *Service Restored*  
5538 WARRINGTON AV  
PHILADELPHIA, PA 19143 *DEC. 09, 2010*

**NOTICE OF DEPOSIT REQUEST**

Dear Valued Customer:

\* \* PECO requires a deposit of \$100.00 for your service. Deposits are required of new customers if we cannot verify credit history and for customers who have multiple late or missed payments.

\* **Residential Customers**  
The deposit is equal to two times the average monthly bill. You will be billed in three parts: 50 percent on the first bill and 25 percent on each of the next two bills. Your deposit will be returned (with interest) when your account shows 12 months of on time payments.

**Non-residential Customers**  
The deposit is equal to your two largest monthly bills combined. Your deposit will be returned (with interest) when your account shows 36 months of on time payments.

Your deposit will not be waived once it appears on your bill. If you do not pay the deposit, your service may be shut off. If you stop or switch your service before your deposit is refunded, we will apply your deposit, plus interest, to your final balance.

PECO offers programs to help customers who are having trouble paying their bills. These include payment arrangements, budget billing plans and other programs. If you have any questions, please call 1-800-709-8685 between 7 a.m. and 6 p.m., Monday through Friday, or between 9 a.m. and 1 p.m. on Saturday. You may also visit our business office at 2301 Market Street in Philadelphia. Our business office hours are Monday through Friday, 8:30 a.m. to 5 p.m. PECO's deposit policies are available upon request.

Thank you,  
PECO



*61*



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

(26)

Page

Name: MISS MARY KINGCADE  
Account Number: 06893-68018  
Phone Number: 267-777-2017  
Service Address: 5538 WARRINGTON AV, PHILADELPHIA

\*Service Restored  
December 09, 2010  
↓

Billing Summary

Bill Date	12/13/2010
Deposit	\$50.0
Connection charge - standard	\$6.0
Reconnect charge	\$75.0
Transfer service	\$1,473.6
Late payment charge	\$326.0
Total Other Charges	\$1,930.7

First Bill

Current Period Charges

Total New Charges	\$0.0
Total amount due on 01/04/2011	\$1,930.7

General Information

Next scheduled meter reading: January 13, 2011  
PECO, 2301 Market St, Philadelphia, PA 19103-1380. If you have any questions or concerns, please call 1-800-494-4000 before the due date.

Message Center

This is your meter reading bill which was delayed. We are sorry for any problems this may have caused you. We want to give you prompt and courteous service at all times. Thank you for your cooperation.

Customer Self Service - Manage Your Account 24/7

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

When paying in person, please bring the entire bill.

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

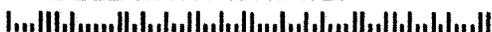


- Check here to enroll in Power Pay automatic account debit and complete form on reverse side.
- Check here to pledge a donation to MEAF and complete form on reverse side.

To pay by phone call 1-877-432-9384.  
A convenience fee will apply.

06893 6801 80000 0000

21091 1 AT 0.357 21091/021091/043050 082 01 GXBRR8 1 12142010  
MISS MARY KINGCADE  
5538 WARRINGTON AVE  
PHILADELPHIA PA 19143-4721



Account Number 06893-68018 Payment Receipt Sta

Payment Amount

Please pay this amount by 01/04/2011 \$1,930.7

PECO - PAYMENT PROCESSING  
PO BOX 37629  
PHILADELPHIA PA 19101-0629



00000000000000000000



068936801800019307410041930744

WHEAP Payment Copies  
ENCLOSED

Tr. pg-11-Line-12-22

Tr. pg-17-Line-17-23

Tr. pg-29-Line-4-25-PECO-Mr. Conway

---

FINDING OF FACTS # 32, 33, 36, 37.

Enclosed - Billing charges and payments:-

1.) Complainant did not make payment  
of \$ 75.00 documented on Billing  
Statement dated September 22, 2010.  
- A Fraudulent Transaction -

2.) Total payment from May to September, 2010  
is \$ 135.66. Electric service shut  
off during this period of time.  
Complainant Requesting Restitution.

# LIHEAP Payment

February 2010 — \$ 100.00 - Not documented by PECO  
 March 2010 — \$ 100.00 - Not documented by PECO  
 \* May 05, 2010 — \$ 142.00  
 August 2010 — \$ 100.00 — May 27, 2010 Electric Shut off  
 \* October 2010 — \$ 300.00 - Not documented by PECO  
 \* December 2010 — \$ 400.00  
TOTAL — 1,142.00

## \* yr-2010 - Billing Charges and Payments

March	—	\$ 34.63	
April	—	\$ 44.05	
* - May	—	\$ 31.67	May Electric Shut off.
June	—	\$ 21.61	
July	—	\$ 40.03	
August	—	\$ 55.33	plus \$ 100.00 Liheap
* Bill attached - September	—	\$ 18.69	(Total - \$ 242.33 - May - Sept.)
* Complainant did not pay	—	\$ 75.00	
AS SHOWN ABOVE	October	—	\$ 300.00 — Liheap payment
	December	—	\$ 400.00 — Liheap payment

— Electric Restored December 09, 2010.

— See next page —

LIHEAP DISTRICT  
PHILADELPHIA  
1348 W. SEDGLEY AVE.  
PHILADELPHIA PA 19132



**pennsylvania**  
DEPARTMENT OF PUBLIC WELFARE

(29)

May 17, 2010

MARY KINGCADE  
5538 WARRINGTON AVE  
PHILA PA 19143

Dear Customer,

On January 5, 2010, Governor Rendell announced that an additional \$100 supplemental LIHEAP cash grant would be issued for eligible customers who recently received a LIHEAP cash grant. This letter is to notify you that you are eligible for this supplemental cash grant. DPW will begin issuing payments in late February. Your \$100 cash grant will be sent to the heating provider that received your first cash grant, for credit to your account.

If you were eligible for a LIHEAP cash grant and it was sent directly to you, the \$100 supplemental cash grant will also be sent directly to you.

Once your heating provider receives the additional \$100 cash grant, it will show up on your next bill. Please review your bill carefully.

**It is not necessary for you to take any additional action or call the County Assistance Office, for this \$100 payment to be sent.**

Sincerely,

Linda T. Blanchette  
Deputy Secretary  
Office of Income Maintenance



LIHEAP DISTRICT  
PHILADELPHIA  
1348 W. SEDGLEY AVE.  
PHILADELPHIA PA 19132



**pennsylvania**  
DEPARTMENT OF PUBLIC WELFARE

(30)

May 17, 2010

MARY KINGCADE  
5538 WARRINGTON AVE  
PHILA PA 19143

Dear Customer,

Governor Rendell recently announced that a second \$100 supplemental LIHEAP cash grant will be issued to a special population of LIHEAP eligible customers. This letter is to notify you that you are eligible for a second \$100 supplemental cash grant. Beginning in mid March, your second \$100 supplemental payment will be sent to the heating provider that received your LIHEAP cash grant, for credit to your account.

If you were eligible for a LIHEAP cash grant and it was sent directly to you, the second \$100 supplemental cash grant will also be sent directly to you, beginning in mid March.

Once your heating provider receives the second supplemental \$100 cash grant, it will show up on your bill. Please review it carefully.

It is not necessary for you to take any additional action or call the County Assistance Office.

Sincerely,

A handwritten signature in cursive script that reads "Linda T. Blanchette".

Linda T. Blanchette  
Deputy Secretary  
Office of Income Maintenance



LIHEAP DISTRICT  
PHILADELPHIA  
1348 W. SEDGLEY AVE.  
PHILADELPHIA, PA 19132

Mail Date: 05/10/2010

MARY KINGCADE  
5538 Warrington Ave  
Phila, PA 19143



**pennsylvania**  
DEPARTMENT OF PUBLIC WELFARE

OFFICE OF INCOME MAINTENANCE  
Record ID: 51/3508354  
Notice ID: 9003505822

**COMPASS:** The fast and easy way to apply for benefits  
[www.compass.state.pa.us](http://www.compass.state.pa.us)

Telephone: 1-

Dear Ms. Kingcade,

This letter tells you about your benefits. If you have a question, please call the number listed above.

Which benefit?	This is a summary of your benefits. You can find more information inside this letter.
 Low-Income Home Energy Assistance Program (LIHEAP)- Cash Benefits	We looked at your application and you qualify for energy assistance. We will send <u>\$142.00</u> to <b>PECO ENERGY COMPANY</b> . This is a one-time only payment for this heating season.  <i>May 05, 2010</i>



**If you do not agree with our decision, you have the right to a Fair Hearing. To learn more about Fair Hearings, read Your Right to Appeal and to a Fair Hearing.**

**Do you need legal help?** You can get free legal help by visiting:  
 PHILADELPHIA LEGAL ASSISTANCE  
 at 42 S. 15TH ST. STE 500, PHILADELPHIA, PA 19102 or by calling (215) 981-3800.

144

LIHEAP DISTRICT  
PHILADELPHIA  
1348 W. SEDGLEY AVE.  
PHILADELPHIA PA 19132



**pennsylvania**  
DEPARTMENT OF PUBLIC WELFARE

(32)

August 15, 2010

MARY KINGCADE  
5538 WARRINGTON AVE  
PHILA PA 19143

Dear Customer,

This letter is to notify you that you are eligible for a third \$100 supplemental cash grant. Your third \$100 supplemental payment will be sent to the heating provider that received your LIHEAP cash grant, for credit to your account.

If you were eligible for a LIHEAP cash grant and it was sent directly to you, the third \$100 supplemental cash grant will also be sent directly to you.

Once your heating provider receives the third supplemental \$100 cash grant, it will show up on your bill. Please review it carefully.

It is not necessary for you to take any additional action or call the County Assistance Office.

Sincerely,

A handwritten signature in cursive script that reads "Linda T. Blanchette".

Linda T. Blanchette  
Deputy Secretary  
Office of Income Maintenance

Elec-off



LIHEAP DISTRICT  
PHILADELPHIA  
1348 W. SEDGLEY AVE.  
PHILADELPHIA, PA 19132

Mail Date: 11/01/2010

**MARY F KINGCADE**  
5538 WARRINGTON AVE  
PHILA, PA 19143



# pennsylvania

DEPARTMENT OF PUBLIC WELFARE

OFFICE OF INCOME MAINTENANCE

Record ID: 51/3508354

Telephone: 1-215-560-1583

Notice ID: 9004107583

**COMPASS:** The fast and easy way to apply for benefits  
[www.compass.state.pa.us](http://www.compass.state.pa.us)

**Dear Ms. Kingcade,**

We received your request for the following benefits. If you have a question, please call the number listed above.

Which benefit?	This is a summary of your benefits. You can find more information inside this letter.
 <b>Low-Income Home Energy Assistance Program (LIHEAP)- Cash Benefits</b>	We looked at your application and you qualify for energy assistance. We will send <b>\$300.00</b> to <b>PECO ENERGY COMPANY</b> . This is a one-time only payment for the 2010-2011 heating season. <i>OCT. 27, 2010 - ELEC OFF</i>
<p>If you told us on your application that someone in your household:</p> <ul style="list-style-type: none"> <li>Is age 5 or younger</li> <li>Is age 60 or older,</li> <li>Receives disability-related income such as: Social Security disability (SSD) , Supplemental Security Income (SSI), workers compensation or disability-related Veterans Benefits.</li> </ul> <p>Your household will receive an additional \$100 LIHEAP payment. The additional \$100 payment will not be shown on the notice. The payment will be sent to your heating provider that received the cash grant. If you are receiving a direct payment, the \$100 will be sent to you.</p>	



If you have a disability and need this letter in large print or another format, please call our helpline at 1-800-692-7462. TDD Services are available at 1-800-451-5886.

If you do not agree with our decision, you have the right to a Fair Hearing. To learn more about Fair Hearings, read Your Right to Appeal and to a Fair Hearing.

**Do you need legal help?** You can get free legal help by visiting:  
PHILADELPHIA LEGAL ASSISTANCE  
at 42 S. 15TH ST. STE 500, PHILADELPHIA, PA 19102 or by calling (215) 981-3800.

Section 1501 of the Code, 66 Pa. C.S.A. § 1501 require all public utilities to furnish and maintain adequate efficient safe and reasonable service and facilities and to make all repairs changes, improvements Etc. to it's service and facilities as shall be necessary or proper for the accommodation, convenience and safety of it's patrons employees and the public.

Complainant has carried her burden of proving that Respondent violated the provisions of 66 Pa. C.S.A. § 1501 with an unwarranted termination of service from May 27, 2010 to December 09, 2010.

Complainant has produced evidence which established material facts by a preponderance of the evidence 66 Pa. C.S.A. § 332 (a).

Section 3301 of the Code, 66 Pa. C.S.A. § 3301 permits the Commission to impose a maximum penalty of \$1,000 per day for each violation of the Code it's Regulation or it's Orders.

Under the Commission's statement of policy, factors and standards for evaluating proceedings involving violations of the public utility code for purposes of determining appropriate civil penalty amounts, Complainant has concluded that Respondent PECO has violated the following standard and factor: see 52 Pa. Code § 69.1201(c) standard and factor - number # (1) and # 10.

IN VIOLATION → Conclusion of Law pg 22-#3  
#4 and #5. —

## Standard and Factors:

- (1) Whether the conduct at issue was conduct of a serious nature. When conduct of a serious nature is involved such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.
- (10) Other relevant factors.

Respondent, PECO, fraudulently made a misrepresentation of the fact that complainant's electric service was shut off May 27, 2010 and restored December 09, 2010 by documenting that electric service was restored June 21, 2010.

Respondent, PECO, continued to charge and bill for service till September, 2010. Complainant made payments to honor the Cap Rate Program.

Finding of Fact  
 (#32-33-36-37)

Tr. Pg. 7 - Line 12-17  
 Tr. Pg. 33 - Line 8-25  
 Tr. " 34 - Line 11-17-~~15~~

## Finding of Facts #41 & 46 -- pg-7 & 8

The Respondent placed themselves in a position to collect complainant's alleged balance TWICE. PECO employed Van Ru Credit Corporation to collect the balance from Complainant and PECO was also to collect the balance from Complainant by transferring the balance to a new account and have complainant pay the balance by way of a deferred payment arrangement.

The above said action could be considered Double Dipping or Unjust Enrichment. The said action is also another example of PECO's fraudulent Billing practice.

After closing complainant's account the Respondent PECO justified their action by reestablishing a new service account as a "new address" account. Just another fraudulent act initiated by PECO.

Exhibit-G - pg-65-Tr. pg-29-line-24,25

Tr-pg-28-line-1-25 -- Tr-pg-30-line-1-6

Finding of Fact pg. 7 #41.

Finding of Fact pg. 8 #46.

Enforce Standard and Factor #1 and 10.



PO Box 46549  
 Lincolnwood IL 60646-0549  
 RETURN SERVICE REQUESTED

**Van Ru Credit Corporation**  
 8550 Ulmerton Rd Suite 225  
 Largo FL 33771-5351  
 877-719-0718

(37)

October 19, 2010

Van Ru  
 PO Box 618  
 Park Ridge IL 60068-0618

14616499-113-R04 417500665



MARY KINGCADE  
 5538 Warrington Ave  
 Philadelphia PA 19143-4721

Account # 14616499  
 Balance: \$ 2,248.99

\*\*\*Detach Upper Portion And Return With Payment\*\*\*

Creditor	Account #	Balance
PECO ENERGY COMPANY	0689301408	\$ 2248.99

The above balance has been placed with us for collection.

**This is an important matter and deserves your immediate attention.** Your payment may be mailed in the enclosed envelope. If you have any questions, or wish to discuss your account with one of our representatives, please call us at the toll free number listed above.

**This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.**

**Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.**

Yours truly,

*Van Ru Credit Corporation*

36ONVANR04113

56

## Complainant Mary Kingcade Avers the Following:

For an unwarranted Electric Shut Off from May 27, 2010 to December 09, 2010. Complainant is requesting that the Commission impose the Maximum Civil penalty of \$1000.00 per day for each violation of the Code, its regulation or its Orders upon PECO for violating 66 Pa. C.S.A. § 1501 or impose a fair and determined Civil penalty amount in compliance with the factors and standards set forth by the Commission. — Factors and Standard # (1) One.

Complainant is requesting that the Commission charge PECO with Fraud as PECO activated a new residence ("address") service account a fraudulent service transaction ~~initiated~~ error initiated by PECO. Complainant has lived at current address since 1983. Tr. Pg. 39-L-16-25-Pg-40-1-116

Complainant is requesting from the Commission Restitution of \$135.66: Payments made by Complainant from May 27, 2010 to October 2010, as PECO continued to charge and bill for Electric Service. A fraudulent transaction initiated by Respondent PECO. Complainant felt compelled to pay the charges to Honor the CAP Program. Tr. Pg-41-Line-23-25 Pg-42-Line-1-25-Pg-43-Line-1-23

Complainant is requesting that the Commission Charge the Respondent PECO with fraudulent Billing practice as PECO documented a charge and payment of \$75.00 to complainant account without her knowledge or consent. This Transaction was a deceptive willful fraudulent act initiated by PECO. PECO is alleging that Complainant made the payment of \$75.00 giving the right to restore Electric Service to Complainant's home on June 21, 2010; in an attempt to avoid an unwarranted Service Termination. Tr. Pg-33-Line-11-25-Tr. Pg-34-Line-1-17.  
Tr. Pg-44-Line-5-15—Standard & Factor #10.

Complainant is requesting from the Commission to stop PECO from listing fabricated past due Budget Billing Charges to Complainant's account each and every Month. Complainant again has remained compliant with her payments every month since restoration of Electric Service on December 09, 2010. Complainant compliant record of the past two (2) years should be taken under ~~consideration~~ consideration. Any debt owed should be forgiven.

Complainant is requesting from the Commission to stop PECO from listing high Late Charges to Complainant Account Each Month to be paid with the current charges on the Due date. Complainant is on time with her payments. PECO is violating there own Late Charge policy documented on the back of the Monthly Billing Statement.  
Tr. Pg-40-Line-13-25-Tr. Pg-41-Line-1-20-

Wherefore, Complainant  
Respectfully request that the Com-  
mission Find against the Respondent  
PECO ENERGY COMPANY and Affirm  
the Decision in Favor of Complainant

October 17, 2012

Respectfully Submitted  
Mary F. Kingcade  
Mary F. Kingcade  
Complainant

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT I HAVE SERVED  
THIS DAY A TRUE COPY OF THIS APPEAL  
UPON THE PARTICIPANT LISTED BELOW  
IN ACCORDANCE WITH THE REQUIREMENTS  
OF 52 PA. CODE § 1.54.

(RELATING TO SERVICE BY PARTICIPANT)

SERVICE LIST:

PECO ENERGY COMPANY  
2301 Market Street  
Philadelphia PA. 19103  
Tishekia Williams, Esquire

October 17, 2012

Mary F. Kingcade  
Mary F. Kingcade  
5538 Warrington Ave.  
Philadelphia PA. 19143  
267-670-3845