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March 21, 2013

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

RE: Joseph Glod v. PECO Energy Company
PUC Docket No.: C-2012-2305158

Dear Ms. Chiavetta:

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

—	Answer
—	Answer & New Matter
—	Motion
—	Motion for Judgment on the Pleadings
—	Motion for Continuance
—	Preliminary Objection
—	Exceptions
<u>X</u>	Reply Exceptions
—	Main Brief
—	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

cc: Joseph Glod (via regular mail)

REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Joseph Glod (“Complainant”) in the above-referenced matter on August 22, 2012. On August 19, 2011, the Complainant filed a formal complaint against PECO Energy. In his formal complaint, the Complainant claims that PECO Energy is unable to provide him with documentation to support a past due balance owed. The Complainant states that he previously contested the charges because he alleges the charges are outside of the statute of limitations. The Complainant claims that PECO Energy has carried over the past due charges for years. The Complainant requested that PECO Energy remove all the past due charges.

Respondent, PECO Energy filed Preliminary Objections on May 29, 2012, stating that the balance at issue was settled under a formal complaint the Complainant had filed at docket number F-2010-2164255. As a part of the settlement agreement, the Complainant had accepted a payment agreement for the balance and made his payments every month until January 2012. In January 2012, the Complainant requested discontinuance of service at 1100 West Chester Pike, E-42, West Chester, PA and his account closed. Thereafter, the Complainant was no longer a PECO Energy customer. Accordingly, the remaining unpaid balance under the payment agreement was charged off and sent to a collection agency. PECO Energy also filed an Answer to the Complainant’s formal complaint on May 29, 2012, stating the same.

On July 2, 2012, Administrative Law Judge Susan D. Colwell (“ALJ Colwell”) denied PECO Energy’s Preliminary Objections. In her Order, ALJ Colwell reasoned that PECO Energy had “filled in the blanks with its own knowledge of the Complainant’s account” as if they had been properly alleged. However, it is “not acceptable to use the assumed facts as a basis for a [Preliminary Objection].”

On September 10, 2012, an in person hearing convened before Administrative Law Judge Eranda Vero (“ALJ Vero”). Complainant represented himself pro se at the hearing. PECO Energy offered the testimony of one witness and submitted fourteen (14) exhibits into the record. PECO Energy also submitted late filed Exhibit “15” at the request of ALJ Vero. On January 29, 2013, ALJ Vero issued an Initial Decision, wherein she held in inter alia:

For all intents and purposes it appears that Mr. Glod’s present Complaint is an attempt to rehash a long-settled claim in order to challenge, in a round-about way, PECO’s refusal to allow him to keep the terms of the payment arrangement even after he is no longer a customer of the Company.The Complainant has failed to prove that, by refusing to extend the terms of the payment arrangement after the account was finalized, the Company violated a Commission statute, regulation or order.

ALJ Vero also calculated that the Complainant owed a final balance to PECO Energy in the amount of \$644.56. See ALJ Vero, Initial Decision, dated 1/29/13, attached hereto as Exhibit “1”.

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

Specifically, in his exceptions the Complainant states:

The balance from service address 4241 Valley Road, clearly states \$0 in PECO Exhibit 10. When I applied for service at 501 Edmonds Ave. there was no mention of denial of service due to an outstanding balance.

See Exhibit “2”.

The fact is that PECO Energy Exhibit “1” shows a zero balance but this is only *after* the unpaid final bill balance from 4241 Valley Road in the amount of \$1,194.26 followed the Complainant to 501 Edmonds Avenue and was transferred to his new account 50-11-09-375052.

The Complainant questions why the company did not deny him service if he had a \$1,194.26 balance and seems to believe this “proves [his] point of carrying around old balances and sneaking them onto new bills.” PECO Energy is not required to deny service to the Complainant because of a previous balance. Pursuant to 52 Pa. Code § 56.35, PECO Energy:

May require, as a condition of the furnishing of residential service to an application, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was properly billed.

In this case, PECO Energy permitted the Complainant to establish new service at 501 Edmonds Avenue; however, as the Complainant was legally responsible for the bill accrued at his previous service address, the company transferred it to his new account. The company is not required to deny the Complainant service simply because he has a previous unpaid balance. As stated in section 56.35, the company *may* require payment of the balance as a condition of providing service.

Additionally, the Complainant argues that his balance was at \$0.00 when he had service at 501 Edmonds Avenue and PECO Energy Exhibit “11” demonstrates this. PECO Energy Exhibit “11” shows that the balance at 501 Edmonds Avenue was \$0.00 (once again) only *after* the unpaid final bill balance in the amount of \$1,888.85 followed the Complainant to his new service address at 221 West Lancaster Avenue and the amount was transferred into his new account number 35-12-43-739049. Indeed, the Complainant did not regularly pay his utility bill at 4241 Valley Road or 501 Edmonds Avenue and has never left a \$0.00 balance at any service address he lived at. The record demonstrates that he has always had unpaid usage charges following him to new addresses. PECO Energy simply carried over balances for utility charges that the Complainant failed to pay. All of the Exhibits the Complainant refers to in his Exceptions support the fact that he has never paid his entire bill in full and on time; he has never

had a \$0.00 balance; and the balances were properly transferred because he owed the money did not pay it.

The Complainant excepts to issues surrounding an informal complaint he filed with the Pennsylvania Public Utility Commission, Bureau of Consumer Services. The BCS Decision report is included at PECO Energy Exhibit "14". The Complainant appears to except to the fact that some of his concerns are not mentioned in the informal decision. He also appears to except to the fact that it took the BCS four months to render a decision on a payment agreement. PECO Energy is not responsible for the contents of the BCS Decision Reports and has no control over the timing of when the BCS issues decisions. Accordingly, this exception has no merit.

The Complainant states in his exceptions that he has asked for all bills from 201 Kingston Road, 4241 Valley Road, 501 Edmonds Avenue and 221 Lancaster Avenue and he has not received one. First, whether he has or has not received bills is not a basis for filing exceptions to ALJ Vero's decision. The receipt of bills does not raise an issue of any alleged error of law made by ALJ Vero. Second, the Complainant states that he has not received any bills for these addresses yet to support his arguments in his exceptions, he is able to adequately point to PECO Energy Exhibits that contain billing statements for the addresses at issue. The fact is that PECO Energy has provided the Complainant with multiple billing statements, dating beyond the four (4) year record retention requirement of the company. All of the billing statements offered into evidence by PECO Energy supports the fact that the Complainant never paid his bills at any of his previous addresses and the balances followed him to new addresses. As ALJ Vero correctly stated in her Initial Decision, the Complainant still owes PECO Energy \$644.56.

Finally, the Complainant excepts to ALJ Vero's Initial Decision because PECO Energy terminated a payment agreement for the balances he owed. As ALJ Vero astutely stated in her Initial Decision:

While the Complainant may strongly dislike PECO's policy, a public utility company is neither a customer's bank nor his creditor. Also, the real and only purpose of a payment arrangement is to allow an applicant, or an existing customer, to either obtain or maintain service with a public utility. Once the purpose behind the payment agreement ceases to exist, there is no reason for the Company to keep it in its billing system. The Company is within its rights to charge off the unpaid balance to a collection agency.

See Initial Decision at Exhibit "1".

The fact is that the Complainant cannot point to any section in the company's tariff, Commission statute, law, regulation or order that requires PECO Energy to maintain a payment agreement with an individual when they are no longer a customer. The Complainant was no longer a PECO Energy customer; and therefore, PECO Energy was within its right to charge off the remaining unpaid balance under the agreement to a collection agency. Accordingly, the Complainant's exception to ALJ Vero's decision in this regard has no merit.

Next, the Complainant excepts to the fact that his allegations of foreign wiring from service at 501 Edmond Avenue when he resided there from July 2004 to September 2005, were not investigated by the company, considered or adjudicated. As ALJ Vero correctly states in her Initial Decision:

The record in this case shows that Complainant did file two informal complaints with the BCS: one on April 29, 2004, at BCS Case No. 180112, and another on January 26, 2010, at BCS Case No. 002640904. However, neither one of the informal complaints contained any allegations regarding a possible foreign load at the 501 Edmonds Avenue address. Mr. Glod's informal complaint at BCS Case No. 180112 simply alleged his inability to pay his electricity bills and requested a payment arrangement. Similarly, his informal complaint at BCS Case No. 002640904 only alleged that PECO had required him to pay \$2,000 in order to establish service at his new address, and that he did not have the money PECO asked him to pay in order to establish service.

See Initial Decision at Exhibit "1".

The very first time the Complainant raised claims of foreign wiring for his service from July 2004 to September 2005 was when he filed his formal complaint on March 10, 2010 at Docket No. F-1010-2164255. However, the claims he brought at that time were stale because they were beyond the statute of limitations. The expectation that PECO Energy could defend against allegations of foreign wiring back in July 2004 when the Complainant never raised it as an issue when he resided at the service address, is clearly prejudicial to PECO Energy. That is why ALJ Vero correctly concluded that these claims had no merit. Nevertheless, PECO Energy properly defended against these claims at the hearing by showing that the "high bills" the Complainant was alleging were due to the fact that he never paid his utility bill and had unpaid balances that accumulated.

In summary, ALJ Vero properly concluded, that the Complainant has not met his burden of proof in this matter pursuant to 66 Pa. C.S. § 332(a). Accordingly, ALJ Vero's decision should be upheld. For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



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

JOSEPH GLOD

COMPLAINANT

v.

PECO ENERGY COMPANY,

RESPONDENT

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Docket Nos. C-2012-2305158

VERIFICATION

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.



Date: March 22, 2013

Shawane L. Lee

EXHIBIT “1”



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

IN REPLY PLEASE
REFER TO OUR FILE

February 22, 2013

C-2012-2305158

JOSEPH GLOD
V.
PECO ENERGY COMPANY

TO ALL PARTIES:

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

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Your signed Exceptions to the decision, if any, must be: 1) filed with the Secretary of the Commission, and 2) mailed or hand-delivered to each party of record, within twenty (20) days of the date of this letter.

To file Exceptions with the Secretary of the Commission, you must mail or hand-deliver them as follows:

If using U.S. Postal Service:

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

If using Overnight or Hand Delivery Service:

Secretary
Pa. Public Utility Commission
400 North Street
Commonwealth Keystone Building, 2nd Floor
Harrisburg, PA 17120

Or, instead of mailing or hand-delivering your Exceptions, you may electronically file them with the Secretary of the Commission. To do so, you need to establish an account on the Commission's eFiling system, which may be accessed at <http://www.puc.state.pa.us/efiling/default.aspx>. Please note that Exceptions sent to the Commission by fax or e-mail will not be accepted for filing.

In addition to filing your Exceptions with the Secretary of the Commission, a courtesy copy of your Exceptions should be e-mailed to the Commission's Office of Special Assistants (OSA) at m-OSA@pa.gov. If the document is too large to e-mail, please mail or hand-deliver a copy on CD-ROM or DVD (or other data storage media), in Microsoft Word 2010 format or other compatible format to either address noted above.

Replies to Exceptions, if any, must be filed with the Secretary of the Commission and served on each party of record and the Commission's OSA, in the manner described above. They are due within ten (10) days of the date when Exceptions are due.

It is your responsibility to serve all the parties with your Exceptions and Replies to Exceptions. Failure to do so may render your filing noncompliant. A certificate of service (see format in 52 Pa. Code §1.58) shall be attached to the filed Exceptions or Replies to Exceptions.

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

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

Very truly yours,

Rosemary Chiavetta
Secretary

PECO ENERGY
EXHIBIT

Enclosures
Certified Mail
Receipt Requested

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joseph Glod

v.

PECO Energy Company

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C-2012-2305158

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

HISTORY OF THE PROCEEDING

On May 14, 2012, Joseph Glod (Mr. Glod or Complainant) filed a formal Complaint (Complaint) against PECO Energy Company (Respondent, PECO or the Company) with the Pennsylvania Public Utility Commission (Commission) disputing a past due balance in his account with PECO. In particular, Mr. Glod alleges that PECO is unable to provide him with documentation supporting the past due amount in question. Mr. Glod states that he has contested these charges before without any reaction from PECO. He states that the disputed charges “are outside the statute of limitations” as “the past due amount has been carried around for years.” Complaint ¶ 4(B). As relief, the Complainant requests that PECO remove all past due charges. Complaint ¶ 5.

On May 29, 2012, the Respondent filed an Answer denying the material allegations of the Complaint, along with Preliminary Objections seeking to dismiss the Complaint as legally insufficient.

On July 2, 2012, Administrative Law Judge Susan D. Colwell issued an Order denying PECO's Preliminary Objections.

A Hearing Notice dated July 10, 2012, notified the parties that an initial hearing in this matter was scheduled for Monday, September 10, 2012, at 10:00 a.m.

On August 9, 2012, I issued a Prehearing Order advising the parties of the date and time of the scheduled hearing and informing them of the procedures applicable to this proceeding.

The hearing convened as scheduled. Joseph Glod appeared *pro se* and testified on behalf of the Complainant. The Complainant sponsored two (2) exhibits, one of which (Glod Exhibit 2) was admitted into the record. Shawane L. Lee, Esq., represented the Respondent, and presented the testimony of Charles Thomas, a regulatory assessor in charge of reviewing and responding to complaints filed with the Commission by PECO customers. The Respondent also sponsored fourteen (14) exhibits, all of which were admitted into the record.

The record closed upon the receipt of the hearing transcript on October 1, 2012. On January 2, 2013, I issued an Order Reopening the Record in this matter. In the Order, I requested that PECO submit additional information regarding its calculation of Mr. Glod's payment agreement balance of \$862.39, which was reflected in Complainant's final bill on January 31, 2012. Because of the limited nature of the information requested, PECO was instructed to submit the late filed-exhibit by the close of the business day on January 9, 2013. The Complainant was given seven (7) days, or until January 16, 2013, to file any written objections to the late-filed exhibit.

PECO did not submit the requested information by the due date, nor did it request an extension of time to submit the late-filed exhibit.

Under cover letter dated January 11, 2013, PECO submitted the requested information in the form of PECO late-filed Exhibit 15. PECO explained that Mr. Thomas, who testified at the hearing and is knowledgeable of the details of Mr. Glod's account, was unavailable to prepare the exhibit in the timeframe that I designated. No good reason was

provided as to why the Respondent failed to inform me of these circumstances or to request an extension of time to file the late-filed exhibit.

As of the day of this Initial Decision, the Complainant has not filed any written objections to PECO late-filed Exhibit 15.

The record in this matter re-closed on January 28, 2013.

FINDINGS OF FACT

- 1. The Complainant is Joseph Glod, who currently resides at 57 Devon Road, Paoli, PA 19301.**
- 2. The Respondent is PECO Energy Company.**
- 3. Between April of 1992 and December of 1992, the Complainant received utility service from PECO at 201 Kingston Road, 1st Floor, Upper Darby, PA 19082. Tr. 36-37, PECO Exhibit 9.**
- 4. When service at the 201 Kingston Road address was terminated on December 2, 1992, the Complainant had an outstanding balance of \$283.70, which PECO charged off on March 30, 1993. *Id.***
- 5. In November of 1999, Mr. Glod initiated service with PECO at 4241 Valley Road, 1st Floor, Drexel Hill, PA 19026.**
- 6. Service at the 4241 Valley Road address was discontinued on January 7, 2002, with an outstanding account balance of \$1,194.26, which PECO charged off on December 3, 2002. Tr. 36-37, PECO Exhibit 10.**

7. In July of 2004, the outstanding balance of \$1,194.26 from the 4241 Valley Road address was transferred to Complainant's new PECO account for his residence at 501 Edmond Avenue, 3rd Floor, Drexel Hill, PA 19026. Tr. 38, PECO Exhibit 11.
8. On October 29, 2004, Mr. Glod filed an informal complaint with the Commission's Bureau of Consumer Services (BCS) at BCS Case No. 1801112 alleging his inability to pay his electricity bills and requesting a payment arrangement. PECO Exhibit 14.
9. On February 22, 2005, BCS issued an informal decision establishing a payment arrangement for the Complainant. *Id.*
10. On September 18, 2005, service at the 501 Edmond Avenue address was terminated for non-payment. Mr. Glod's outstanding balance with PECO at the time was \$1,885.86. Tr. 31-32, 38, PECO Exhibits 4, 11.
11. On September 30, 2006, Complainant applied to have service in his name at his new residence at 221 West Lancaster Avenue, Paoli, PA. Tr. 9, 30, 32.
12. His first bill for service at the 221 West Lancaster address showed that the outstanding balance of \$1,885.86 from the 501 Edmond Avenue address had been transferred to the new account. Tr. 9, 38, PECO Exhibit 2.
13. The Complainant had service at the 221 West Lancaster address placed in the name of his landlord on April 13, 2007. Tr. 9, 32, PECO Exhibit 4.
14. On April 16, 2007, PECO issued a final bill to Complainant in the amount of \$2,129.48. Tr. 32.

15. The Complainant did not pay his final bill from the 221 West Lancaster address, and on July 23, 2007, PECO sent Complainant's final balance of \$2,220.02¹ to a collection agency. *Id.*

16. On or about December 28, 2009, the Complainant applied to PECO for service at 1100 West Chester Pike, Apartment E-842. Tr. 9, 27, PECO Exhibit 2.

17. By letter dated December 28, 2009, the Respondent informed Mr. Glod that his application for service at the 1100 West Chester Pike address was denied due to an outstanding balance of \$2,200.02 associated with service at his prior residences. Tr. 9, 30, PECO Exhibit 4.

18. PECO's letter to Complainant, dated December 28, 2009, also informed Mr. Glod that he needed to satisfy the outstanding balance in order to initiate service at the 1100 West Chester Pike address. *Id.*

19. On January 26, 2010, Mr. Glod filed an informal complaint with the Bureau of Consumer Services (BCS), at BCS Case No. 002640904, alleging that PECO had required him to pay \$2,000 in order to establish service at his new address. Mr. Glod also alleged that he did not have the money PECO asked him to pay in order to establish service. Tr. 30-31, PECO Exhibits 3, 4.

20. On February 4, 2010, BCS issued an informal decision dismissing Mr. Glod's complaint at BCS Case No. 002640904. PECO Exhibit 4.

21. On March 10, 2010, Complainant filed a formal complaint with the Commission at Docket No. F-2010-2164255, appealing the informal decision of BCS at BCS Case No. 002640904. Tr. 32-33, PECO Exhibit 5.

¹ This amount includes the final bill for \$2,129.48 issued on April 16, 2007, plus \$90.54 in late payment charges assessed by the Company to Complainant's account. PECO Exhibit 4.

22. In his formal complaint at Docket No. F-2010-2164255, Mr. Glod disputed “an old unpaid bill from PECO” dating back from 2005. He also alleged that, at the time, he “filed a complaint” alleging that the accumulated bill was the result of inside wiring at his then residence, but PECO and the Commission failed to investigate his claims. PECO Exhibit 5.

23. As relief, Mr. Glod requested that “the PUC [order] an investigation of the property and order PECO to allow [him] to get service.” *Id.*

24. On or about June 3, 2010, PECO and the Complainant reached a settlement agreement resolving all the issues of the formal complaint at Docket No. F-2010-2164255. Tr. 33-34, PECO Exhibit 6.

25. Pursuant to the terms of the agreement, PECO agreed to reduce Mr. Glod’s balance in the amount of \$620.02 and place him on a 27-month long payment arrangement to satisfy the remaining balance of \$1,600.00 in his account. Tr. 33-34, PECO Exhibit 6.

26. Under the terms of the payment arrangement, Mr. Glod was required to pay his regular budget billing amount of \$39.00, plus \$57.84 towards the arrears. Tr. 33-34, PECO Exhibits 1, 6.

27. On June 3, 2010, PECO filed a Certificate of Satisfaction with the Commission at Docket No. F-2010-2164255 memorializing the terms of the agreement, and informing Mr. Glod that he had ten (10) days to withdraw his consent to the agreement. Tr. 33-34, PECO Exhibit 6.

28. Neither PECO nor Mr. Glod withdrew their consent to the agreement within the allotted time period.

29. In accordance with the terms of the agreement, on or about June 9, 2010, PECO reduced Complainant's outstanding balance to \$1,600.00. PECO Exhibit 1.

30. Between June of 2010, and January of 2012, Complainant made regular and timely payments in accordance with the terms of the agreement. *Id.*

31. On January 29, 2012, Complainant requested that his account with PECO for the 1100 West Chester Pike address be finalized. Tr. 28.

32. PECO's final bill for service at the 1100 West Chester Pike address, sent out on January 31, 2012, showed an outstanding balance. Tr. 28, PECO Exhibit 1.

33. On February 6, 2012, Complainant made a payment of \$34.62 towards his outstanding balance with PECO. Tr. 29, PECO Exhibit 1.

34. On February 18, 2012, the Company assessed a late payment charge of \$14.63 to Complainant's outstanding balance. *Id.*

35. On March 1, 2012, PECO received a payment of \$25.42 from the Complainant, and on April 9, 2012, it assessed a late payment charge of \$13.59 on his outstanding balance. Tr. 29.

36. Between June 9, 2010, and April 30, 2012, Complainant incurred \$913.36 in current charges, reconnection fees and late payment charges. See PECO Exhibit 1.

37. Between June 9, 2010, and April 30, 2012, Mr. Glod paid a total of \$1,868.79 to his account with PECO. *Id.*

38. On April 30, 2012, the outstanding balance in Complainant's account with PECO was charged off to a collection agency. Tr. 28-29.

39. It is PECO's policy to "bill out" the outstanding balance of a payment arrangement once an account closes. Tr. 39, PECO Exhibit 1.

40. The Company will continue to accept payments from the former customer on the outstanding balance; however, once a payment is more than 20 days late, the final balance is charged off to a collection agency pursuant to Company policy. Tr. 49, PECO Exhibit 1.

DISCUSSION

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa. C.S. § 332(a). To satisfy this burden, the Complainant must demonstrate that the Respondent was responsible for the problems alleged in the Complaint through a violation of the Code or a regulation or order of the Commission. This must be shown by a preponderance of the evidence. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwith. 1990) *alloc. den.*, 529 Pa. 654, 602 A.2d 863 (1992). In addition, the Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. *Norfolk and Western Railway Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwith. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

In his Complaint, Mr. Glod disputed a past due balance accumulated in his account with PECO. In particular, Mr. Glod alleged that PECO was unable to provide him with documentation supporting the past due amount in question. He also stated that he has contested these charges before, and that the disputed charges “are outside the statute of limitations” as “the past due amount has been carried around for years.” Complaint ¶ 4(B). As relief, the Complainant requests that PECO remove all past due charges. Complaint ¶ 5.

At the hearing, Mr. Glod clarified his claims by stating that while he resided at the 501 Edmond Avenue address he suspected that his high PECO bills were the result of foreign load. Tr. 7. He stated that he contacted PECO about this problem, but Respondent failed to take any action to rectify the situation. Tr. 7-8. Instead, PECO established a payment arrangement for him in order to assist him in retiring the arrearage accumulated in his account. Tr. 8. Mr. Glod testified that, when he moved to the 221 West Lancaster Avenue address, his first bill from PECO showed that the outstanding balance from the 501 Edmond Avenue address had been transferred to his new account. Tr. 8. Because he had already defaulted on prior payment arrangements, PECO refused to establish a new payment arrangement for him, and Mr. Glod put the service at the 501 Edmond Avenue address in his landlord's name. Tr. 8-9. In 2010, he applied for service with PECO at his new residence at 1100 West Chester Pike, Apartment E-842. His application was denied due to the outstanding balance accumulated from his previous addresses. The Complainant testified that he entered into a payment arrangement with PECO in order to have service established in his name:

...I was told that there was again a past due balance that was outstanding and that I could not get service unless I set up a payment agreement. Which in that case I kind of felt like I was forced in an agreement to get service, because I couldn't put it in anyone else's name and needed it.

Tr. 9.

The Complainant further testified that once he moved out of the 1100 West Chester Pike address, he was informed by PECO that he could no longer avail himself of the benefits of the payment arrangement and that the entire outstanding balance at the time became due. Tr. 9. Mr. Glod challenged PECO's unwillingness to allow him to retire his outstanding balance by making monthly installment payments once he moved from the 1100 West Chester Pike address and was no longer a customer of PECO. Tr. 9-10. He also challenged PECO's practice of sending the unpaid balance to a collection agency after finalizing an account. Tr. 9-10, 48-49.

By way of relief, the Complainant reiterated the same request as in his formal Complaint form:

I would like for the Commission to rule to drop any existing alleged past due balances, because again the balances have exceeded the statute of limitations. And I also requested to have documentation provided to me providing this past due balance and PECO couldn't furnish them to me, so I mean I feel like there were going out of there (sic) way not to provide me any documents of past due bills so I can go over them to see if they came out to the proper amount.

Tr. 10.

In response to Complainant's testimony, PECO's witness Mr. Thomas testified that between April of 1992 and December of 1992, the Complainant received utility service from PECO at 201 Kingston Road, 1st Floor, Upper Darby, PA 19082. When service at 201 Kingston Road address was terminated on December 2, 1992, Complainant had an outstanding balance of \$283.70, which PECO charged off on March 30, 1993. In November of 1999, Mr. Glod initiated service with PECO at 4241 Valley Road, 1st Floor, Drexel Hill, PA 19026. Service at the 4241 Valley Road address was discontinued on January 7, 2002, with an outstanding account balance of \$1,194.26, which PECO charged off on December 3, 2002. Then, in July of 2004, the outstanding balance of \$1,194.26 from the 4241 Valley Road address was transferred to Complainant's new PECO account for his residence at 501 Edmond Avenue, 3rd Floor, Drexel

Hill, PA 19026. When service was terminated for non-payment at the 501 Edmond Avenue address on September 18, 2005, Mr. Glod's outstanding balance with PECO was \$1,885.86.

Mr. Thomas testified that on September 30, 2006, Complainant applied to have service in his name at his new residence at 221 West Lancaster Avenue, Paoli, PA. His first bill for service at the 221 West Lancaster address showed that the outstanding balance of \$1,885.86, from the 501 Edmond Avenue address, had been transferred to the new account. On April 16, 2007, PECO issued a final bill to Complainant in the amount of \$2,129.48 upon receiving a request to change the customer of record for the 221 West Lancaster Avenue address.

According to PECO's witness, because the Complainant did not pay his final bill from the 221 West Lancaster address, PECO sent Complainant's final balance of \$2,220.02² to a collection agency on July 23, 2007. On or about December 28, 2009, the Complainant applied to PECO for service at 1100 West Chester Pike, Apartment E-842. By letter dated December 28, 2009, the Respondent informed Mr. Glod that his application for service at the 1100 West Chester Pike address was denied due to an outstanding balance of \$2,220.02 associated with service at his prior residences. PECO's letter to Complainant dated December 28, 2009, also informed Mr. Glod that he needed to satisfy the outstanding balance in order to initiate service at the 1100 West Chester Pike address.

On January 26, 2010, Mr. Glod filed an informal complaint with the Commission's BCS, at BCS Case No. 002640904, alleging that PECO had required him to pay \$2,000 in order to establish service at his new address. Mr. Glod also alleged that he did not have the money PECO asked him to pay in order to establish service. On February 4, 2010, BCS issued an informal decision dismissing Mr. Glod's complaint.

Mr. Thomas testified that on March 10, 2010, Complainant filed a formal complaint with the Commission at Docket No. F-2010-2164255, appealing the informal decision of BCS at BCS Case No. 002640904. In his formal complaint at Docket No. F-2010-2164255,

² This amount includes the final bill for \$2,129.48 issued on April 16, 2007, plus \$90.54 in late payment charges assessed by the Company to Complainant's account. PECO Exhibit 4.

Mr. Glod disputed “an old unpaid bill from PECO” dating back from 2005. He also alleged that, at the time, he “filed a complaint” alleging that the accumulated bill was the result of inside wiring at his then residence, but PECO and the Commission failed to investigate his claims. As relief, Mr. Glod requested that “the PUC [order] an investigation of the property and order PECO to allow [him] to get service.”

On or about June 3, 2010, PECO and the Complainant reached a settlement agreement resolving all the issues of the formal complaint at Docket No. F-2010-2164255. Pursuant to the terms of the agreement, PECO agreed to reduce Mr. Glod’s balance in the amount of \$620.02 and place him on a 27-month long payment arrangement to satisfy the remaining balance of \$1,600.00 in his account. Under the terms of the payment arrangement, Mr. Glod was required to pay his regular budget billing amount of \$39.00, plus \$57.84 towards the arrears. On June 3, 2010, PECO filed a Certificate of Satisfaction with the Commission at Docket No. F-2010-2164255 memorializing the terms of the agreement, and informing Mr. Glod that he had ten (10) days to withdraw his consent to the agreement.

Mr. Thomas explained that, in accordance with the terms of the agreement, on or about June 9, 2010, PECO reduced Complainant’s outstanding balance to \$1,600.00.

Mr. Glod did not withdraw his consent to the agreement within the allotted time period. Instead, between June of 2010, and January of 2012, the Complainant made regular and timely payments in accordance with the terms of the agreement.

On January 29, 2012, the Complainant requested that his account with PECO for the 1100 West Chester Pike address be finalized. On January 31, 2012, PECO sent out a final bill for service at the 1100 West Chester Pike address showing an outstanding balance of \$979.90. Tr. 28-29. Between February and April of 2012, Complainant made two small payments of \$34.62 and \$25.42 each, which offset the late payment charges assessed against Complainant’s account and lowered his outstanding balance with PECO to \$948.08. *Id.* Mr. Thomas stated that on April 30, 2012, Mr. Glod’s outstanding balance was charged off to a collection agency. *Id.*

Complainant's claim in this case is that PECO's failure to investigate and resolve a foreign load complaint, allegedly made to the Company while Mr. Glod resided at the 501 Edmond Avenue address, caused him to have an outstanding final balance. However, Mr. Glod resided at the 501 Edmond Avenue address from July of 2004 to September of 2005, and the statute of limitations has run on any claims of violation dating seven or eight years back.

Pursuant to Section 3314 of the Public Utility Code (the Code), 66 Pa. C.S.A. § 3314,

No action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefor arose, except as otherwise provided in this part.

(Emphasis added). 66 Pa. C.S.A. § 3314(a). This provision provides a general limitation period of three years for any action under the Code, except as otherwise provided. See, *Duquesne Light Co. v. Pa. PUC*, 611 A.2d 370 (Pa. Cmwith. 1992).

The statute of limitations can be tolled by the filing of an informal complaint with the Commission, and by the doctrine of equitable estoppel³ which is based on the theory of estoppel. The record in this case shows that Complainant did file two informal complaints with the BCS: one on April 29, 2004, at BCS Case No. 1801112, and another on January 26, 2010, at BCS Case No. 002640904. However, neither one of the informal complaints contained any allegations regarding a possible foreign load at the 501 Edmonds Avenue address. Mr. Glod's informal complaint at BCS Case No. 1801112 simply alleged his inability to pay his electricity

³ In its Final Order in *Lester Ely v. Pennsylvania American Water Company*, C-20055616 (Order entered July 10, 2006) the Commission explained,

[The theory of estoppel] provides that a defendant may not invoke the statute of limitations if through fraud or concealment he causes the plaintiff to relax his vigilance or deviate from his right of inquiry into the facts. The doctrine does not require fraud in the strictest sense, but rather, fraud in the broadest sense, which includes an unintentional deception.

Lester Ely v. Pennsylvania American Water Company, C-20055616 (Order entered July 10, 2006); see also, *Mary Esther Battle v. PECO Energy Co.*, C-00003804 (Order entered July 16, 2001). According to the Commission respondent's repeated assurances that it would restore Complainant's driveway caused the Complainant to essentially "relax his vigilance." *Id.*

bills and requested a payment arrangement. Similarly, his informal complaint at BCS Case No. 002640904 only alleged that PECO had required him to pay \$2,000 in order to establish service at his new address, and that he did not have the money PECO asked him to pay in order to establish service.

The formal Complaint that Complainant filed with the Commission on March 10, 2010, at Docket No. F-2010-2164255, appealing the informal decision of BCS at BCS Case No. 002640904, does raise claims of foreign load in connection with Mr. Glod's dispute of "an old unpaid bill from PECO" dating back from 2005. However, even back in March of 2010, Mr. Glod's claim of a foreign load in connection with his 2005 address was barred by the statute of limitations. Therefore, the prior filing of informal and formal complaints in this case does not toll the statute of limitations on Mr. Glod's claim.

As mentioned above, the doctrine of equitable estoppel can also toll the statute of limitations if it is found that, through fraud or concealment, PECO caused the Complainant to relax his vigilance or deviate from his right of inquiry into the facts. Mr. Glod testified that he contacted PECO in 2004 or 2005 when he first suspected that he was receiving higher than usual electricity bills due to foreign load in his building. He further testified that "I was told that that was out of their area, they didn't handle anything like that." Tr. 9. PECO denied having ever received such complaints by Complainant during the period in question. Tr. 12. The Company further rebutted Complainant's testimony by showing that the disputed balance, allegedly resulting from a foreign load situation, was in fact the result of unpaid balances accumulated by Mr. Glod through the years and at different addresses.

Nothing on the record substantiates Mr. Glod's claims that he reported the foreign load to PECO and that PECO failed to act upon his complaint. Even assuming, *arguendo*, that Mr. Glod's statements with regard to PECO's behavior towards his claims of foreign load were true, they still do not amount to the preponderance of evidence needed to prove that PECO, through fraud or concealment, caused the Complainant to relax his vigilance or deviate from his right of inquiry into the facts. For these reasons, I do not find that the doctrine of equitable estoppel tolls the statute of limitation in the present case.

The record does show that the Complainant raised the issue of foreign load in the formal complaint that he filed with the Commission on March 10, 2010, at Docket No. F-2010-2164255. However, the parties were able to reach a resolution on all the issues in that complaint. PECO agreed to reduce Mr. Glod's balance in the amount of \$620.02 and place him on a 27-month long payment arrangement to satisfy the remaining balance of \$1,600.00 in his account. On June 3, 2010, PECO filed a Certificate of Satisfaction with the Commission at Docket No. F-2010-2164255 memorializing the terms of the agreement. Because neither party withdrew their consent to the agreement within the allotted time, the Commission closed that case.

Section 1403 of the Code defines a "payment agreement" as "an agreement whereby a customer who admits liability for billed service is permitted to amortize or pay the unpaid balance of the account in one or more payments." (Emphasis added) 66 Pa. C.S.A. § 1403. By agreeing to the terms of the payment arrangement, Complainant admitted liability for billed services, including the balance from the 501 Edmonds Avenue address now in dispute. As Mr. Thomas pointed out during his testimony, for the next two years, the Complainant had no problems with the agreement reached with the Company and made payments in accordance with its terms. Tr. 34. Mr. Glod admitted as much during cross examination:

MS. LEE: And you really didn't have any issue with this settlement and the settlement payment agreement that you entered into until January of 2012 when you discontinued service; is that correct?

MR. GLOD: That is correct.

MS. LEE: And you had an issue in January 2012 because your account was discontinued; correct?

MR. GLOD: Correct.

MS. LEE: And PECO energy would not at that time offer you to continue that payment agreement with the Company; correct?

MR. GLOD: That is correct.

Tr. 24.

For all intents and purposes it appears that Mr. Glod's present Complaint is an attempt to rehash a long-settled claim in order to challenge, in a round-about way, PECO's

refusal to allow him to keep the terms of the payment arrangement even after he is no longer a customer of the Company. At the hearing, Mr. Glod stated that he is trying to prevent his outstanding balance with PECO from going to a collection agency and affecting his credit. Tr. 49. Mr. Thomas explained that it is PECO's policy to "bill out" the outstanding balance of a payment arrangement once an account closes. Tr. 39. The Company will continue to accept payments from the former customer on the outstanding balance. Tr. 49, PECO Exhibit 1. However, if the payment is more than 20 days late the final balance is charged off to a collection agency. *Id.* While the Complainant may strongly dislike PECO's policy, a public utility company is neither a customer's bank nor his creditor. Also, the real and only purpose of a payment arrangement is to allow an applicant, or an existing customer, to either obtain or maintain service with a public utility. Once the purpose behind the payment arrangement ceases to exist, there is no reason for the Company to keep it in its billing system. The Company is within its rights to charge off the unpaid balance to a collection agency. The Complainant has failed to prove that, by refusing to extend the terms of the payment arrangement after the account was finalized, the Company violated a Commission statute, regulation or order.

Next, I will address Complainant's dispute of the final balance in his account with PECO. At the hearing and in his formal Complaint, Mr. Glod claimed that the Company should remove his outstanding balance in its entirety, because it has exceeded the statute of limitations.

Supplement No. 34 to PECO Tariff Electric PA. P.U.C. No. 4 reads in pertinent part:

17.4 PAYMENT PROCESSING. When the Company is providing Consolidated EDC Billing, Default Service or Separate EDC Billing, and the customer remits a partial payment to the Company, the payment will be applied as follows:

1. Any past due balances including those for prior PECO basic service charges, for prior EGS receivables purchased by the Company, for prior installment amounts on payment agreements, and also for any reconnection charges.
2. Any current charges including those for PECO basic service charges, for current EGS receivables

purchased by the Company, and for current installment amounts on payment agreements.

3. Non-basic service charges.

(Emphasis added). Pursuant to PECO's Commission-approved tariff, the Company applies partial payments received from its customers in a "first in, first out" basis, which means that any partial payment would be first applied to the older charges, with any remainder applied to the newer charges.

Complainant's original balance as of June 9, 2010, was \$1,600.00. Between June 9, 2010, and April 30, 2012, Complainant incurred \$913.36 in current charges, reconnection fees and late payment charges. See PECO Exhibit 1. During the same period of time, Mr. Glod paid a total of \$1,868.79 to his account with PECO, leaving an unpaid balance outstanding in his account. *Id.* Seen in this light, the outstanding balance represents newer charges owed to the Company.

Also, at the hearing, the Complainant stated that his payments to PECO were sufficient to retire the disputed balance. See Tr. 13. PECO maintained that its final bill issued to Mr. Glod on January 31, 2012, "included \$13.43 for electric service, \$11.62 for electric service with an alternative generation supplier and [Mr. Glod's] remaining payment agreement balance of \$862.39." (Emphasis added) Tr. 28, PECO Exhibit 1. Because a close review of the record showed a discrepancy between the payments made towards the original balance of \$1,600.00 and the remaining payment agreement balance of \$862.39, by Order dated January 2, 2013, I instructed the Company to submit detailed information regarding the Complainant's final bill, and his payment agreement balance in particular.

As I mentioned above, by cover letter dated January 11, 2013, PECO submitted its late-filed Exhibit 15. The late-filed Exhibit shows that, at an unspecified date, a "Finance Charge" of \$482.38 was added to Complainant's original payment arrangement balance of \$1,600.00. The application of this "Finance Charge" caused the payment arrangement balance to increase to \$2,082.38 and the length of the payment arrangement to increase from 27 months to 36. Then, upon finalizing Mr. Glod's account for the 1100 West Chester Pike address on

January 31, 2012, PECO applied a "Finance Charge" credit of \$236.71 to Mr. Glod's account. PECO maintains that this "Finance Charge" credit of \$236.71, along with a \$25.42 payment received from Mr. Glod on March 1, 2012, brings his remaining agreement balance down to \$862.39. PECO late-filed Exhibit 15.

The record in this case does not support PECO's claims regarding a "Finance Charge" or a "Finance Charge" credit in connection to Mr. Glod's payment arrangement. Although Mr. Thomas testified at length about the settlement agreement Mr. Glod and PECO reached on his formal Complaint at Docket No. F-2010-2164255, he made no statement on the record that PECO assessed a "Finance Charge" on the Complainant's outstanding balance, which effect was to alter the stated terms of the payment arrangement. See Tr. 33-34. Also, while PECO's Account Activity Statement for service to Mr. Glod at the Service Address clearly shows the original balance of \$1,600.00 as of June 9, 2010, along with a standard connection charge of \$6.00 charged to his account on July 6, 2010, and seventeen (17) monthly payments of \$57.84 made towards the balance pursuant to the June 3, 2010 payment arrangement, the Activity Statement does not indicate that a "Finance Charge" of any kind was ever applied to Complainant's account.⁴ See PECO Exhibit 1.

Therefore, PECO's claims regarding a "Finance Charge" applied to Complainant's payment arrangement are unsubstantiated. PECO late-filed Exhibit 15 will be admitted into the record for the limited purpose of showing that Mr. Glod made seventeen (17) payments of \$57.84 and one (1) partial payment of \$25.42 towards the original balance of \$1,600.00.

⁴ The record contains no indication that Mr. Glod was ever required to pay a security deposit in order to initiate service at the Service Address under his name.

With seventeen (17) payments of \$57.84 and one (1) partial payment of \$25.42 the original balance of \$1,600.00 is reduced to \$591.30, or by \$1,008.70. As a result, Mr. Glod's final balance is reduced to \$644.56.⁵

For the reasons stated above, the formal Complaint filed by Joseph Glod against PECO Energy Company at Docket No. C-2012-2305158 is denied, in part, with regard to his claims that PECO failed to address a foreign load report at his prior address at 501 Edmond Avenue, that the statute of limitations bars the Company from collecting on his outstanding balance, and that PECO acted in violation of a Commission statute, regulation or order when it discharged his outstanding balance to a collection agency. The formal Complaint filed by Joseph Glod against PECO Energy Company at Docket No. C-2012-2305158 is granted, in part, with regard to his claim that PECO's calculation of his outstanding balance is incorrect. Consequently, PECO Energy Company shall issue a new final bill to Joseph Glod reflecting the correct final balance of \$644.56.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa. C.S.A. § 701.
2. As the proponent of a rule or order, the Complainant had the burden of proof. 66 Pa. C.S. § 332(a).

⁵ This amount is calculated by adding all the charges for electric service that Mr. Glod incurred between January 11, 2012, and April 9, 2012, to the remaining balance of \$591.30 from the payment arrangement, minus the \$34.62 payment that Mr. Glod made on February 6, 2012 ($\$591.30 + \$18.11 + \$16.51 + \$13.43 + \$11.62 + \$14.63 + \$13.59 - \$34.62 = \$644.56$). PECO Exhibits 1, 15. Approached from a different angle, the record shows that, between June 9, 2010 and April 30, 2012, Mr. Glod incurred \$913.36 in current charges, reconnection fees and late payment charges, and paid a total of \$1,868.79 to his account with PECO. See FoF #36, 37. Once we factor in the initial \$1,600.00 balance, the final unpaid balance is \$644.56 ($\$1,600.00 + \$913.36 - \$1,868.79 = \644.56).

3. No action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefor arose. 66 Pa. C.S.A. § 3314(a).

4. The statute of limitations can be tolled by the filing of an informal complaint with the Commission, and by the doctrine of equitable estoppel. *Duquesne Light Co. v. Pa. PUC*, 611 A.2d 370 (Pa. Cmwith. 1992), *Lester Ely v. Pennsylvania American Water Company*, C-20055616 (Order entered July 10, 2006).

5. Complainant's claim that PECO failed to investigate a foreign load report is barred by the statute of limitations.

6. Section 1403 of the Code defines a "payment agreement" as "an agreement whereby a customer who admits liability for billed service is permitted to amortize or pay the unpaid balance of the account in one or more payments." 66 Pa. C.S.A. § 1403.

7. The Complainant has failed to prove that the Company violated a Commission statute, regulation or order when it refused to extend the terms of the payment arrangement after the Complainant's account was finalized.

8. The Complainant has failed to prove that the Company violated a Commission statute, regulation or order when it charged off the Complainant's unpaid balance to a collection agency.

9. The Complainant failed to carry his burden of proving that his outstanding balance with PECO is improper and should be removed.

10. The Complainant successfully carried his burden of proving that his final balance in his account with PECO was incorrect.

11. The formal Complaint is granted, in part, and denied, in part, pursuant to the preceding Discussion and Conclusions.

ORDER

THEREFORE,

IT IS ORDERED:

1. That PECO late-filed Exhibit 15 is admitted into the record in this case.
2. That the formal Complaint filed by Joseph Glod against PECO Energy Company at Docket No. C-2012-2305158 is granted with regard to PECO's calculation of his outstanding balance, and is denied as to the remaining issues raised in his Complaint.
3. That, following the service of the Commission's order in this case, PECO Energy Company shall issue a new final bill to Joseph Glod reflecting the correct final balance of \$644.56.
4. That the Secretary mark this docket closed.

Dated: January 29, 2013

Eranda Vero
Administrative Law Judge

EXHIBIT “2”

March 6, 2013

Joseph Glod
57 Devon Rd.
Paoli, Pa. 19301



Rosemary Chiavetta/Judge Vero
Secretary/Administrative Law Judge
Pa. Public Utility Commission
P.O. Box 3265
Harrisburg, Pa. 17105-3265

Re: Exceptions of Joseph Glod –Complainant to Initial Decision/Findings of Fact

Dear Judge Vero,

Upon further review of the Initial Decision (Findings of Fact), I will attempt to clarify my argument to the best of my ability. I would also like to thank you for your time and efforts they are much appreciated. I would like to point out the first issue on Page 3 Number 6 under the Finding of Facts heading of the Initial Decision.

1)The balance from service address 4241 Valley Rd, clearly states \$0 in PECO Exhibit 10. When I applied for service at 501 Edmonds Ave. there was no mention of denial of service due to an outstanding balance. When I received my first bill that is when I noticed the balance. After a couple of months of billing, I had noticed my current charges were very high. My living space was anywhere between 400-500 square feet. If you refer to Peco Exhibit 11 you will also see that my balance was \$0 for 501 Edmonds Ave. and electric charges were twice the amount of the gas. This is definitely not normal for the size of living space. I was out working all day and could not understand. So this is where my wiring argument came about.

The second issue on Page 4 Numbers 8-9 under the Finding of Facts heading of the Initial Decision.

1) Referring to line 8, I filed a complaint (Exhibit 14) with the Commission on 10/29/04 and didn't get an answer until 02/22/05. I filed this complaint because I was not getting any cooperation from PECO and I also expressed my concern with my high billing issues. These concerns are not mentioned in this Inbound Closing Report. I do not see any documents (paper/recorded calls) of these complaints from PECO and the COMMISSION anywhere within these documents and am requesting that they be provided. Also, why did it take four months to render a decision on an EGW STRAIGHT PAR/BUDGET? I believe the PUC was investigating my complaints. It could not have been just a standard payment arrangement waiting for four months for an approval.

The third issue on Page 4 Number 12 under the Findings of Facts of the Initial Decision.

1) Referring to line 12, Exhibit 2 does not support this fact. It supports the application for service at 1100 W Chester Pike. Also when I first applied for service at 221 W. Lancaster Ave, I was not presented with a denial of service due to an outstanding balance. I was made aware of it after my first bill arrived. So, clearly this was an attempt to carry over an old balance that showed \$0 dollars per Exhibit 11 from 501 Edmonds Ave.

In closing, it is clear that PECO and the PUC are not carrying out their responsibilities and duties to the consumer. I am very confident that I covered the wiring issue back in 2004 with both companies. I find it offensive that it is being said that I never mentioned it. Also, up to the current date neither company could not provide to me the original forms that I had to fill out and submit. Nor has there been an attempt to retrieve recorded calls.

Second, I have asked for all the bills from 201 Kingston Rd., 4241 Valley Rd., 501 Edmonds Ave. and 221 Lancaster Ave. and have not received any. I am having a hard time accepting some miscellaneous print out presented as billing detail.

Third, I would like to know why I was able to acquire service at 501 Edmonds Ave. and 221 W Lancaster Ave. without getting denied and informed of an outstanding balance. This once again proves my point of carrying around old balances and sneaking them onto new bills.

Fourth, after reviewing everything I believe that the PUC should have offered me a payment plan to acquire service at 1100 W Chester Pike and not let me get forced into a PECO agreement knowing that I needed to get service.

Fifth, if you subtract the \$1194.26 (4241 Valley Rd) balance from the \$1885.86(501 Edmonds Ave) balance you will get \$691.60. Then if you subtract \$1885.86 from \$2129.48(221 W Lancaster Ave) you will get \$243.62. Then add \$691.60 plus \$243.62 and you get a \$935.22 balance. I paid \$1008.70 through the agreement that PECO terminated and made no longer valid. You can't terminate an agreement and ask to uphold it. There is nothing in writing that says if you close an account because you no longer need current service that a payment agreement for an aged debt will no longer be valid. Basically, my debt is 100% paid.

I am asking the Commission with all due respect to close this case and relieve me of any outstanding balance due to the lack of more detailed information that PECO has been unable to present for their argument. Thank you for your time and have a nice day.

Respectfully yours,



Joseph Glod