

- 1 -
F-2014-2413585
8/22/14

Dear Mrs. Rosemary Chiavetta
Secretary.

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

RECEIVED

AUG 23 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

After I read an extensive PUC decision in which I found so complicated and hard to understand, I found out that there are a lot of issues that you are not aware of all the facts.

With all the respect that you all deserve I had come to the conclusion that if you please understand and take into consideration my petition for justice and fairness over the following comments for which you could verify with landlord tenant courts - or my lawyer David Abramson & Dencenberg - or any other documents included in this package.

1. I was never notified on time by PECO when there was a High bill investigation at 4814 N. 5th St. Why PECO allowed Todd Nesbitt high bills of that amount. Why PECO transfer high bills on Mr. Henry Washington man who I never rented or allow him to live in there? Why PECO did not shut off electric on them? Why PECO did not notified me since 5/12

When Mr. Washington applied for PECO?
You could at least notified me of this
change. Mr. Washington told me that his
son or stepson obligated to him to do
all this changes and a year or more
terrible consequences. He told me all this
after they were evicted. He told me that
He did not wanted to do this. but He was
forced by Todd Nessbitt. I only came to
know this little bit before the telephone
hearing with PUC.

On 6/20/13 David Denenberg my lawyer
made and agreement with Todd Nessbitt to vacate
the property July 20/13. they never did it.

After those dates they keep leaving - using
elect. water - air cond. etc. for fire for
almost 2 years I never rented to children
and babies neither to elderly people.
and playing with electric wiring in the
basement.

By 9/19/2013 Sheriff came out to put them out.
After that they still insisted on staying there.
I call Peco. to put the electric into my
name but they told me that I owed them
more than 5,000 on electric why - ?
the only reason I called was to fix the
property and have the electric into my
name until I could show to someone

I was not aware until October - 10 of a foreign wiring. I did not even know about what it was. By 12/13/13 - problem was solved - I took care of the problem immediately after I was informed. As soon as the inspector advised me to put a new meter PECO. set it up - By 12/13/13. no more foreign wiring problem.

2. In the page 12 the 1st paragraph where the judge says is not PECO's service to the rental unit with result on my liability it is the condition of the rental unit. the judge should know that is not separate unit. it was the house - except for the basement. Todd Messbit was aware that he only rented all the upper level - if you have the chance to see the lease it says what he was renting - He was aware of only one meter for the whole house - However he agreed to pay 90% of the electric and 95% of water. You can see that on the lease.

He never paid the water - and was behind on PECO. Therefore when he is notified to be evicted he obligated his Henry Washington father or stepfather - to create this nightmare. Please contact this man he told me he will tell the truth about what happened..

3- Since I put a new meter for the basement I am applying for zoning for the basement to be converted into a small efficiency or studio. meanwhile I will be paying for the 2nd meter in the basement. If the city will approve me then will be a small efficiency. if not I will keep it as only one big house I hope they would approve this A.S.A.P. so it would be less worries.

4- I would like to request that PECO remove all those high bills I did ^{not} caused or inquire myself- all those high rate fees. and leave alone with the only 1 meter in the basement for a possible efficiency. in the near future.

5- As I stated in the phone hearing I would like you and PECO to correct all the errors and misunderstandings and before make the wrong assumptions verify with the city and with zoning that I was a one house with only one meter before. See application for zoning. Please.

I would like to appreciate your time and understanding in order to conclude this matter.

I'll be so greatfull to you and to PECO to finalize this issue.

I was a Pa. state worker before and I did the best that I could. I kindly beg for your Mercy Justice and understanding.

Sincerely yours: Sifmas. Mendlant.

Residential Lease

Clause 1. Identification of Landlord and Tenant

This agreement is entered into between Todd Nisbit [Tenant] and Galina Merchant [Landlord]. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 4814 N. 5th St. 4 bedrooms - 2nd Floor
L.R. DR. L.E.R. Backyard - 1 1/2 baths together with the following furnishings and appliances:
Refrigerator, Stove, Dishwasher, Extinguisher - from on L.R. L.R.
Rental of the premises also includes N/A

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and their minor children. Occupancy by guests for more than 30 Days is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The rental will begin on July 1st 2010 and end on last day of each month.
Tenant vacates before the term ends. Tenant will be liable for the balance of the rent for the remainder of the term.

Clause 5. Payment of Rent.

Regular month rent

Tenant will pay to Landlord a monthly rent of \$ 1,000.00 payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise:

Delivery of Payment.

Rent will be paid:

- by mail, to Bank to Bank, via mail only - 0000
 in person, at: 4814 N. 5th St. 2nd Floor, Portland, OR 97218

Form of payment.

Landlord will accept payment in these forms:

- personal check made payable to _____
 cashier's check made payable to Galina Merchant
 credit card
 money order
 cash

Prorated first month's rent.

For the period from Tenant's move-in date, 11/18, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$ _____ This amount will be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge as follows: \$ 35

Landlord does not waive the right to insist on payment of the rent in full on the date it is due

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$ No Checks.

Clause 8. Security Deposits

On signing this Agreement, Tenant will pay to Landlord the sum of \$ 200.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 30 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

- 5% water
- 10% electric

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instruction on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adja-

cent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons and no pets under the following conditions

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hours - phone call notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 30 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. *Tenant's failure to take possession*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. *Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party

shall not shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Disclosure of Information on Lead-Based Paint and on Lead-Based Paint Hazards

Other disclosures:

Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord to, and authorized to accept service of process and receive other notices and demands, which may be delivered to:

- The Landlord, at the following address: P.O. Box 63371 Tulsa Ok. 74114.
- The manager, at the following address: _____
- The following person, at the following address: _____

Clause 22. Additional Provisions

Additional provisions are as follows:

Only residents (X) shall respond for the keys of the property. Trash pick up on Thursday early in the morning. Tenants may live as long as they wish as long as the rent and utilities be paid on time each month.

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Clause 25. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. If you ever decide to buy the house where you live, and rent a 30 day notice should be given for 6/19th/10. GILMA MANAGEMENT should beque for first time.

Date _____ Landlord or Landlord's Agent _____ Title Owner

P.O. Box 63371
Address _____

Tulsa Ok 74114 241-215-2672
City State Zip Code Phone

6/19th/10. _____
Date Tenant Phone

Date Tenant Phone

Date Tenant Phone



City of Philadelphia
 Department of
 Licenses & Inspections
 P.O. Box 53310
 Philadelphia, Pa. 19105

**OCCUPATIONAL
 LICENSEE ONLY**

PASTE YOUR
 PHOTOGRAPH HERE

1 1/2" SQUARE

DISPLAY PROMINENTLY

if required by law

MERKERT GILMA
 9515 FORDHAM RD 1ST FL
 PHILA PA 19114

3202 HOUSING INSPECTION
 MERKERT GILMA
 04814 N 05TH ST 0000000
 1 UNIT(S)

THIS LICENSE IS GRANTED TO THE PERSON AND LOCATION FOR THE PURPOSE STATED ABOVE.
 IT IS SUBJECT TO IMMEDIATE CANCELLATION BY THIS DEPARTMENT FOR VIOLATIONS OF
 CITY ORDINANCES AND REGULATIONS. INQUIRIES 311 (215-686-8686).

LICENSE CODE	LICENSE NO.	COMMERCIAL ACTIVITY LIC.	EXPIRES LAST DAY OF	PAID THIS AMOUNT	ON DATE
3202	439309	43517	2/2014	50.00	02/13/13

The Philadelphia Property Maintenance Code (Section PM-102.6.4) requires an owner offering residential property for rent to provide to the tenant, at the inception of each tenancy, a Certificate of Rental Suitability issued by the Department of Licenses and Inspections no more than sixty (60) days prior to the inception of the tenancy. Visit the Licenses, Permits & Certificates section at www.phila.gov to obtain this required Rental Suitability Certificate.

LICENSE

GLADWYNE, PA 19033

has applied to the ZONING BOARD OF ADJUSTMENT for consideration of:
PERMIT FOR A TWO-FAMILY HOUSEHOLD LIVING IN AN EXISTING STRUCTURE.

1ST Level: Efficiency only instead of
Basement office.

2nd Level: Regular 3 bed with 1/2 Baths.

At 4814 N 05TH ST

THE ZONING BOARD OF ADJUSTMENT, under the authority of the
PHILADELPHIA ZONING CODE, invites all interested parties to appear
and be heard at a PUBLIC HEARING to be held at

1515 Arch Street, 18th Floor, ZBA Hearing Room 18002

at 05:00 PM

Case Docket View : LT-13-05-29-6041

Parties			
Complaint claim			
GILMA MERKERT	<i>Plaintiff</i>	TODD NESBIT	<i>Defendant #1</i>
	9515 FORDHAM RD 1ST FLOOR PHILA, PA 19114	@ ALL OCC Disposed	4814 N. 5TH STREET 1ST AND 2ND FLOOR - EXCLUDING BASEMENT PHILA, PA 19120
DAVID DENENBERG ESQ			

Additional Information	
Property Address	Revenue Case ID
4814 N. 5TH STREET, 1ST AND 2ND FLOOR - EXCLUDING BASEMENT, PHILA, PA 19120	

Docket Entries				
#	Filing Date	Description	Results / Comments	Parties Involved
1	05/29/2013	Landlord Tenant Complaint	Hearing Scheduled: 06/20/2013 08:45 AM Hearing Room 3 Fee: \$100.00 Amount at Issue: \$7,200.00 Interviewer Code: 04	GILMA MERKERT Filer GILMA MERKERT P TODD NESBIT D1PWS
2	05/29/2013	Plaintiff Instructions LT	Plaintiff Instructions	GILMA MERKERT Filer GILMA MERKERT P TODD NESBIT D1
3	05/29/2013	ADA - ADA Notice	ADA	GILMA MERKERT Filer GILMA MERKERT P TODD NESBIT D1
4	05/29/2013	LT Instructions all parties	Instructions	GILMA MERKERT Filer GILMA MERKERT P TODD NESBIT D1
5	05/29/2013	Legal Information		GILMA MERKERT Filer GILMA MERKERT P TODD NESBIT D1
6	05/29/2013	Non-Military Affidavit	Non-Military Affidavit - TODD NESBIT	GILMA MERKERT Filer GILMA MERKERT P TODD NESBIT D1
7	05/29/2013	Exhibit	EMAIL AFFIDAVIT	GILMA MERKERT Filer GILMA MERKERT P TODD NESBIT D1
8	05/29/2013	Exhibit	EXHIBITS	GILMA MERKERT Filer GILMA MERKERT P TODD NESBIT D1
9	06/14/2013	Affidavit of Service	Service made for: TODD NESBIT	CMS User Filer TODD NESBIT D1

10	06/19/2013	Entry of Appearance	Attorney DAVID DENENBERG filed an entry of appearance for GILMA MERKERT.	DAVID DENENBERG GILMA MERKERT	Filer P
11	06/20/2013	Disposition - Resolved by Judgment by Agreement Remote Attorney	Judgment for Possession only as of 06/20/2013	DAVID DENENBERG GILMA MERKERT TODD NESBIT	Filer P D1
12	06/20/2013	Judgment Action - Vacate	Docketed against: 06/20/2013 Disposition_Resolved by Judgment by Agreement Remote Attorney Comment: JBA WAS ENTERED ON WRONG CASSE START TIME 10:30 END TIME 10:30	MARVIN WILLIAMS, SR. TODD NESBIT	Filer D1
13	06/20/2013	Disposition - Resolved by Judgment by Agreement Remote Attorney	Judgment for the Plaintiff in the amount of \$6940.00 plus costs \$100.00 for a total of \$7040.00 Judgment for Possession as of 06/20/2013	DAVID DENENBERG GILMA MERKERT TODD NESBIT	Filer P D1
14	08/19/2013	Writ Cover - Cover Writ Possession LT Officer	WRIT COVER	DAVID DENENBERG GILMA MERKERT TODD NESBIT	Filer P D1
15	08/19/2013	Praecipe Writ - Praecipe Writ Of Possession	Praecipe Writ	DAVID DENENBERG GILMA MERKERT TODD NESBIT	Filer P D1
16	08/19/2013	Writ - Possession	Filed	DAVID DENENBERG GILMA MERKERT TODD NESBIT	Filer P D1
17	08/30/2013	Writ - Alias Writ		DAVID DENENBERG GILMA MERKERT TODD NESBIT	Filer P D1
18	08/30/2013	Writ Cover - Cover Alias Writ Possession LT Officer	WRIT COVER	DAVID DENENBERG GILMA MERKERT TODD NESBIT	Filer P D1
19	08/30/2013	Praecipe Writ - Praecipe Alias Writ Of Possession	Praecipe Writ	DAVID DENENBERG GILMA MERKERT TODD NESBIT	Filer P D1
20	09/19/2013	Writ - Alias Writ	SERVED	Robert H. Messerman, ESQ. TODD NESBIT	Filer D1

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PHILADELPHIA PA 19120

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Certified Fee	\$2.35
Return Receipt Fee (Endorsement Required)	\$2.35
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 95.15

9/15/2012
 10:00
 Postmark
 Here
 2012
 09/15/2012

Sent To: *todd Nesbitt*
 Street, Apt. No. or PO Box No.: *48114 N. 7th Street*
 City, State, ZIP: *Phila. Pa. 19120*

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Case Docket View : LT-13-05-29-6041

Parties

Complaint claim

<p>GILMA MERKERT</p> <p>DAVID DENENBERG ESQ</p>	<p><i>Plaintiff</i></p> <p>9515 FORDHAM RD 1ST FLOOR PHILA, PA 19114</p>	<p>TODD NESBIT</p> <p>@ ALL OCC Disposed</p>	<p><i>Defendant #1</i></p> <p>4814 N. 5TH STREET 1ST AND 2ND FLOOR - EXCLUDING BASEMENT PHILA, PA 19120</p>
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Additional Information

<p>Property Address</p> <p>4814 N. 5TH STREET, 1ST AND 2ND FLOOR - EXCLUDING BASEMENT, PHILA, PA 19120</p>	<p>Revenue Case ID</p>
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TERMINATION OF LEASE

Date of Notice: 9/15/12

Name of Tenant(s): Todd Nesbitt

Address: 4814 N. 5th St Philadelphia Pa. 19120.

Name of Owner: Gilma Markert.

Dear Tenant(s):

Please be advised that your (Written (Oral Lease for the above-listed premises has been TERMINATED) and you must VACATE by 9/30/12 for the following reasons:

Non-payment of Rent:
Amount Due: \$ 1,700⁰⁰

Termination of the term of the lease that will expire on 9/30/12 and will not be renewed;

Breach of the conditions of the Lease as follows:

Late payments - none payment on late fees
Lack of care and Housekeeping - in the property.

Other remarks:

Deterioration on the property.
I have pictures of how I presented the property.

Sincerely yours,

Gilma S. Markert

Owner/Agent



7014 0150 0001 9504 6056

FROM:

Gilma S. Markert

P.O. Box 144

Gladwyne, Pa. 19035

TO:

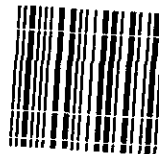
Secretary

Pa. Public Utility Commission

P.O. Box 3265

Harrisburg, PA. 17105-3265

Attn: Rosemary Chiavetta



1000

17105

U.S. POSTAGE
PAID
BALA CYNWYD, PA.
19004
AUG 23, 14
AMOUNT

\$7.82
00021031-1

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AUG 23 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU