

December 18, 2014

SENT VIA FEDEX

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

Re: Pat's Gourmet Deli, Inc. vs. PECO Energy Company  
PUC Docket No. C-2013-2394437

Dear Ms. Chiavetta:

Enclosed please find an original and one copy of Complainant's Main Brief in the above matter. Would you kindly file the original and return a time-stamped copy to me in the stamped envelope enclosed?

Thank you for your attention to this matter.

Very truly yours,

  
Craig A. Sopin

CAS/do

Enclosures

cc: Honorable Angela T. Jones, w/enc.  
Shawane L. Lee, Esquire, w/enc.

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DEC 18 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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DEC 18 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PAT'S GOURMET DELI, INC. :  
Complainant :  
vs. : DOCKET NO. C-2013-2394437  
PECO ENERGY COMPANY :  
Respondent :

MAIN BRIEF OF COMPLAINANT, PAT'S GOURMET DELI, INC.

AND NOW comes Complainant, Pat's Gourmet Deli, Inc. (hereinafter "Pat's Deli") and in support of its post hearing brief submits the following:

STATEMENT OF THE CASE

On or about October 11, 2013, Pat's Deli registered a complaint with the Bureau of Consumer Services at No. 003159648 alleging that he had set up several appointments to have the meter changed at PECO's request, that the electric power to the establishment was discontinued by PECO and that as a result, Pat's Deli lost business and its stock (i.e. food) that relied upon electric power for refrigeration. (PECO Exhibit 3).

On or about October 21, 2013, the Bureau of Consumer Services terminated the case as unresolved. (PECO Exhibit 4).

On or about November 6, 2013, Pat's Deli filed a small business mediation request with Commonwealth of Pennsylvania, Pennsylvania Public Utility Commission (PUC) alleging that PECO cut

the power line resulting in the business losing its stock and having to close. (Exhibit 1 to PECO's Answer and New Matter). On or about November 21, 2013, Pat's Deli submitted a formal complaint to the PUC. (Exhibit 2 to PECO's Answer and New Matter).

An administrative hearing was held in Philadelphia before the Honorable Angela Jones, Administrative Law Judge, of the Pennsylvania Public Utility Commission on October 28, 2014. (TR. 1-210). At the hearing, the parties stipulated to several facts including that the parameters of the case would be limited to whether PECO properly terminated the power of complainant under its tariffs, specifically tariffs 18.3, 18.4 and 10.5. (TR. 6). <sup>1</sup>The parties also stipulated that the complainant's witness, Robert Holton, was the manager when the power was terminated from complainant company. (TR. 6) In addition, the parties stipulated that Grid One is a company under contract with PECO and that it was Grid One, under the direction of PECO, that terminated the power on October 8, 2013 at 10:01 A.M. (TR. 6). Also, it was stipulated PECO had the right of access to its meters pursuant to Section 10.5 of its tariff. (TR. 8).

Robert Holton testified on behalf of Complainant (TR. 9-57). He stated that the electric meter was located in the basement of the business and that Pat's Deli would allow PECO access to the meter through him, as employees did not have access to the basement. (TR.14-15). He testified that the meter was changed by

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<sup>1</sup> Notwithstanding the parties' stipulation, Judge Jones noted that whether the utility has provided adequate services to its rate payers and the adequacy and reasonableness of PECO's service is also under consideration. (TR. 35-36).

PECO sometime in early 2013 but that PECO experienced a problem with the new meter and attempted to effectuate repairs in the basement over a period of a couple of days. (TR.15-16) In addition, an antenna was installed about three months thereafter. (TR.16). He testified that there was a subsequent request by PECO to service the meter and that on the date PECO was supposed to come to do so, it failed to keep the appointment. (TR.17-19). He testified he was contacted about a week later and that this time he left the keys with a cashier at the business to provide access. (TR.19-21) He explained that PECO again failed to appear as scheduled but that he received a call at approximately 7:00 P.M. the same day indicating that PECO was at the property but that there was no one to provide access at that time. (TR.21-23) He testified that he remembered the technician being from a company other than PECO but could not say whether it was a Grid One representative. (TR.23). Holton testified that he again contacted PECO and arranged to reschedule an appointment when he came back from vacation after the week of October 8, 2013. (TR. 23-24). He stated that he had been told by PECO's call center to disregard a shut off notice he had received about a week and a half before October 8, 2013. (TR.24-25; TR.27). Holton testified that on October 8, 2013 he got a call from the next door neighbor while he was in Florida and the business was closed advising him that PECO was cutting the electric off. (TR.28-29). He then contacted PECO (TR.29). He further testified that a month ago [prior to the hearing] he had gotten another shut off notice [after the power had

already been shut off] after he had received a refund check from PECO due to a credit on the account. (TR. 33-34).

PECO presented the testimony of Elsa Leung, Regulatory Assessor for PECO. (TR.60-108). She confirmed that Pat's Deli had electric commercial service with PECO. (TR.62). She testified that the company was unable to obtain a meter reading for the AMR Service so PECO attempted to gain access of the meter to obtain a reading and for maintenance but that access could not be obtained. (TR.64) The witness went through a series of screen shot notes relative to contacts between the company and the customer. She testified that there was sporadic meter readings from the meter located at Pat's Deli but was unable to explain why. (TR.60-108). The witness testified that it is actually Grid One, not PECO, which had made phone calls and sent letters to customers. (TR.90). She also testified that when a customer returns a call from PECO, which is actually made by Grid One, that they are actually contacting Grid One. (TR.90). She testified that Holton, based on the screen shots from Grid One, never called PECO concerning the access to the meter issue. (TR.91-92).

PECO next called Scott Lee, who is employed by Grid One as project manager for the meter maintenance project for PECO Energy. (TR.110). Mr. Lee testified as to the automated telephone calls and 10-day notice and 72 hour notice that a customer will receive when PECO does not get access to a meter. (TR. 111-112). He explained that Cellnet is the manufacturer of the meter that PECO uses and that Cellnet owns the meter. (TR.113-114). Lee testified

that if any of his technicians failed to show up for an appointment with a customer, it would not be documented in the Hyperion Report (TR. 118-120, PECO Exhibit 7). According to Lee, based on the Hyperion Report, a Grid One technician went to plaintiff's business six times. (TR. 121). He testified that he did not note any time when a technician came to the property at 7:00 P.M. or after. (TR. 128-129); however he testified that technicians are sent out at that time as there is an evening technician for each county. (TR. 129). He stated that most his technicians do not have active cell phones but that Herman [referring to the Grid One witness who was present but did not testify] did. On cross examination, Lee conceded that when power is cut at a commercial property with an active business PECO will probably hear from the customer on the day the power is cut. (TR. 132-133, 140). He acknowledged that Grid One's record did not reflect any call from Mr. Holton on October 8, the date the power was cut. (TR. 133). He further conceded that despite the fact the Grid One's records reflect that work to the meter was completed, that he actually had no contact with the meter. (TR. 134). He further conceded that someone could have called Mr. Holton at 7:00 P.M. and asked if he could meet him at the property. (TR. 135). He confirmed in cross examination that some of his technicians can get very busy with 18 to 24 jobs a day, per technician (TR. 136-137), and that some of the those jobs cannot get done on time. (TR. 137).

PECO next called Dan Heine, a senior supervisor for PECO and previously a senior business analyst for PECO. (TR.142-143). Heine

testified that he examined DataRaker reports which are geographical representations of the meter data received through the AMR network. (TR. 145). He explained that DataRaker is a third party piece of software and opined that based on DataRaker data which compared the subject meter usage with other meters on the same transformer, that usage for the complainant's meter reflected a pattern of meter tampering with respect to both meters which had been at the subject premises. (TR. 145-158).

On cross examination, Heine indicated that there are technicians at PECO that could examine the physical meter to confirm any physical evidence to correlate with what he opined in the data but that no examination of the meter which had been removed from the premises was conducted. (TR. 158-159). He conceded that it is possible that a meter could break and deliver sporadic readings. He opined that those readings would not look like what he had now. (TR. 160). He testified that in PECO Exhibit 1, the charge analysis ranges from \$40.04 to \$109.00 and so on and opined that it is a very low usage for a deli with freezers and refrigerators. (TR. 161). He conceded that he has not seen the refrigerators and does not know how many customers are in the business at a particular time. (TR. 161). Also, he has not seen how many lights were turned on at a particular time or how much heat was being used or how much air conditioning was being used. (TR. 161-162). He testified that in anticipation of litigation, he came up with a supposition that the meter was being tampered with. (TR. 163). He testified that the meter that was removed from the

property may have been scrapped and discarded but, also possible, that PECO still has it. (TR. 163).

PECO next called Dennis Fitti, a senior engineer for PECO who works in meter services and the meter shop. (TR. 168-169). He testified that tampering is a reason why the company may not receive signals from a meter. (TR. 172-173). He testified that he did not know what happened to the meter that was removed from Pat's Deli on August 23, 2012. (TR. 178-179). He testified that the meter was not tested after it was removed from the property. (TR. 180). On cross examination, he testified that he did not check to see why the first meter was taken out of the property. (TR. 184). He conceded on cross examination that he had no expertise on the transmission from the meters to the tower. (TR. 191).

Holton was recalled to the stand and testified that from 2007 to 2013 he was the general manager of Pat's Deli and that during that period of time he did not tamper with either of the meters. He also testified that he did not have any information that anyone else tampered with the meters. He further testified that he would not know how to bypass the system and get electricity. (TR.194-199).

PECO recalled Dennis Fitti who discussed meter batteries. (TR. 200-202).

Following the hearing, the court directed that PECO provide a revised Exhibit 2 with the opportunity for complainant to object to its omission and elicit additional testimony concerning that revised exhibit. (TR.203-209). Thereafter, there being no

objection to the admission of PECO's revised Exhibit 2, and following a telephonic scheduling hearing on November 13, 2014 the court issued its Briefing Schedule (Order #6) dated November 13, 2104.

**SUMMARY OF ARGUMENT**

PECO terminated complainant's power without just cause. Complainant provided access to the electric meter to PECO but PECO or its contracted agents failed to keep scheduled appointments or accurate records. The evidence did not establish that the meter was defective or hazardous. Any defense relating to an alleged meter tampering was waived by PECO for failing to raise it in its Answer and New Matter or by stipulation. The record does not establish a case of meter tampering.

**ARGUMENT**

**A. PECO'S TERMINATION OF POWER WAS WITHOUT CAUSE.**

Section 18.3 of PECO's tariff provides as follows:

**18.3 Termination for Cause.** The Company may terminate on reasonable notice if entry to the meter or meters is refused or if access thereto is obstructed or hazardous; or if utility service is taken without the knowledge or approval of the Company; or for other violation of these Rules and Regulations and/or applicable Commission rules, including those found at Pennsylvania Public Utility Code or the Commission's regulations.

PECO, in its Answer and New Matter, asserts that the company properly terminated the complainant's service for the complainant's failure to give the company access to the meter, relying upon Sections 18.3 and 18.4 of the company's tariff. (PECO's Answer, page 4). However, PECO did not present any evidence to even suggest that access was refused or that access was somehow

obstructed or hazardous. From all appearances, PECO had no difficulty in gaining access to the original meter and removing it on or about August 23, 2012. It is respectfully submitted that this suggests that Pat's Deli was likewise in no way attempting to impede PECO's access to the replacement meter in 2013. In fact, there is no direct evidence presented by any of PECO's witnesses to establish that access was ever refused. Robert Holton testified that he was the one who dealt with PECO when the first meter was replaced and again when technicians spent two days making apparent adjustments to the replacement meter.

PECO introduced and sought to explain through testimonial evidence that there were no responsive telephone calls made to the company by Pat's Deli in connection with scheduling an appointment and that the company had *difficulty* in gaining access to the meter which was in a locked basement storage area despite rescheduled appointments. However, a more careful review of PECO's documents reflects a lack of accuracy and detail and a system of electronic record keeping replete with errors and misstatements. For example, PECO Exhibit 2 (page 3) reflects that meter work was completed, even specifying the nature of the work while a witness rebuts that statement. (TR.134). The PECO witness testified that when a commercial property with an active business loses its power, the business owner typically calls in on the same day; yet, there is no record of any call being received on October 8, 2013, the date the power was cut, despite Holton's testimony that he, in fact, called PECO on that date. (TR.132-133, 29). Holton testified that there

were no-shows at the time of scheduled appointments and a PECO witness testified that no-shows do not get indicated on the electronic tracking system. The witness also testified that technicians sometimes get very busy, having 18 to 24 calls per day, individually, causing work for some customers to be pushed off. (TR.137). Holton testified that on one occasion a technician came to the business to check the meter at 7:00 P.M. after the business had closed. Although PECO attempted to elicit that no such call could have occurred, the PECO witness conceded that there are technicians that do work at 7:00 P.M. (TR.135).

Obviously the termination of power at a commercial property which contains an actively running business is a very serious matter. In this case, Pat's Deli, as it did in 2012, attempted to accommodate PECO by arranging for someone to provide access to the meter. As a result of a series of mis-steps from an obviously overworked contractor, appointments were not kept as scheduled, records of the customer calls were not even made, let alone routine, and at no time has PECO even suggested that access to the meter was refused. Indeed, Holton went on vacation after being told that the shut-off notice could be disregarded. It is simply inconceivable that Holton would have received a shut-off notice for the business and left for vacation, travelling 1,000 miles, had he not been provided this advice by PECO. It is likewise inconceivable that when he, or anyone for that matter, learned that the power was being terminated while he was away and the business was closed, that he would not have immediately contacted PECO with

pleas for restoration of the power while the company's stock and trade (i.e. frozen and refrigerated goods) would otherwise be left to spoil; yet PECO's records have no indication of such a call.

In view of the above, it is respectfully submitted that there was no cause for termination established in this case. Moreover, under PECO's Tariff 18.3 there is no requirement to terminate service at all. The tariff is not mandatory, but permissive. Thus, even if PECO reasonably believed that there was a proper basis to cut the power, it did not have to do so. Under the circumstances, it certainly should have further attempted an accommodation. Instead, it not only terminated the power, it also terminated the business as Holton was more than 1,000 miles away and could not relocate the perishable goods from afar.

**B. THERE ARE NO SAFETY CONCERNS JUSTIFYING TERMINATION**

In PECO's answer (page 4) and by stipulation, PECO also relies upon Section 18.4 of its tariff which provides as follows:

**Section 18.4 Safety Termination.** A Company may terminate without notice if the customer's installation has become hazardous or defective.

Pat's Deli is somewhat puzzled over PECO's reliance on this section. First, the section seems to apply only in cases where notice was not given. However, unrebutted evidence at the hearing established that notice was given. Perhaps PECO is acknowledging the fact that Holton was advised by a PECO representative that he could disregard the shut-off notice and contact PECO when he returned from vacation. It is arguable, perhaps, under this scenario that notice was not given since Holton was advised that it

could be disregarded. However, this would not be an equitable action to justify relief as PECO, itself, would have been responsible for Holton's justifiable reliance on PECO's statement. Thus, this section does not seem applicable. Moreover, even if notice had not been given, there is no evidence that the installation (i.e. the meter) had become hazardous or defective. In fact, testimony from PECO's witnesses indicated that PECO did not know why the meter readings had become sporadic. Thus, there was no knowledge of any hazard or defect.

**C. PECO'S TERMINATION OF POWER CANNOT BE JUSTIFIED UPON THE ALLEGATION OF METER TAMPERING**

A careful reading of PECO's tariff Section 18.3 reveals that it is a relation back type of rule. In other words, the question is whether PECO had a reasonable basis to terminate power under that Section at the time power was terminated. It must be noted that nowhere in PECO's Answer or in its New Matter does PECO allege that Pat's Deli in any way participated in meter tampering or, alternatively, was in possession of a meter which had been tampered with. PECO's only justification for cutting power was predicated upon Sections 18.3 and 18.4 of its tariff. (See PECO's Answer and New Matter). PECO did not seek to amend its answer by motion or at the hearing and the record is now closed.

Although it did not explicitly state as much at the hearing, it would appear that PECO was attempting to justifying its action based on an alleged meter tampering. However, assuming this is an accurate representation of PECO's intention, since it failed to

raise a termination for fraud pursuant to Section 18.6 of its tariff, it is respectfully submitted that such an argument is waived. Moreover, witnesses at the hearing testified that PECO did not suspect any meter tampering until the case was in litigation. Therefore, it could not justify its action based on a theory which had not even been developed at the time the action was taken.

Holton vehemently disputed any meter tampering allegation during rebuttal testimony at the hearing. Purported evidence of meter tampering, had this been a meter tampering case, did not appear to rise to any standard of proof. A PECO witness testified that a physical (i.e. forensic) examination of the meter could corroborate any such tampering. (TR.158-159) However, by PECO's own admission, the meter which was replaced on August 23, 2012 could have been discarded. In any event, no forensic examination was made of it and the trail of the meter's whereabouts has seemed to have gone cold.

In the event that PECO is attempting to suggest that Pat's Deli was intentionally denying access to the meter in order to avoid discovery of a nefarious meter tampering operation, one need only look to the meter which was removed on August 23 2012. PECO likewise testified that this meter showed a pattern of meter tampering; yet, there is no evidence that PECO had any difficulty in gaining access to that meter. Moreover, if that meter had been tampered with, as PECO suggests, and complainant knew that the meter was in PECO's possession, it would not make sense to tamper with a second meter once evidence of a prior tampering was in

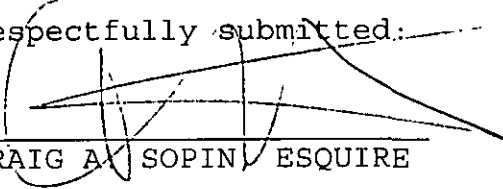
PECO's possession. Thus, the issue of a purported meter tampering is nothing more than a red herring designed to deflect attention away from PECO's overworked technicians and sloppy record keeping.

There is no argument that PECO had a right of access to the meter pursuant to Section 10.5 of its tariff. However, there is likewise no concession here that PECO's right of access was in any way infringed under the circumstances of this case.

**CONCLUSION:**

In view of the above, complainant, Pat's Gourmet Deli, Inc. respectfully requests this Honorable Court to find Respondent, PECO Energy Company, in violation of its tariff rules and regulations; namely, Section 18.3 relating to termination of service, for terminating complainant's service without sufficient cause. Wherefore, this court should impose a reasonable fine upon PECO for its actions and provide any additional relief it deems reasonable and just under the circumstances.

Respectfully submitted:

  
CRAIG A. SOPIN, ESQUIRE

A P P E N D I X

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PAT'S GOURMET DELI, INC. :  
Complainant :  
vs. : DOCKET NO. C-2013-2394437  
PECO ENERGY COMPANY :  
Respondent :

**PROPOSED FINDINGS OF FACT**

AND NOW comes Complainant, Pat's Gourmet Deli, Inc. and submits the proposed Findings of Fact:

1. Complainant is Pat's Gourmet Deli, Inc. (hereinafter "Pat's Deli") a take-out, fast food and deli located at 2621 Sepviva Street, Philadelphia, PA 19125. (TR. 11, 13).

2. Respondent is PECO Energy Company, a Pennsylvania Public Utility which was engaged in the provision of electricity to Pat's Deli at all times relevant hereto. (TR. 13).

3. Sometime between October 8, 2013 and October 11, 2013 Pat's Deli registered a complaint with the Bureau of Consumer Services (BCS), docketed at No. 003159648, alleging that complainant had scheduled several appointments to have its electric meter changed but that PECO did not keep the appointment, leading to termination of service. (PECO Exhibit 3).

4. BCS officially opened a case on October 11, 2013. (PECO Exhibit 3).

5. The narrative contained in PECO Exhibit 3 is erroneous to the extent that it reflects that there was an appointment to access the meter scheduled for October 8, 2013.

6. No appointment was scheduled with complainant for October 8, 2013.

7. On October 8, 2013 PECO, through its contracted representative Grid One, terminated power to complainant's business. (TR.6).

8. The complaint before the BCS was closed as unresolved on October 21, 2013. (PECO Exhibit 4).

9. On or about November 6, 2013, Pat's Deli filed a small business mediation request with Commonwealth of Pennsylvania, Public Utility Commission (PUC) alleging, inter alia, that PECO cut power lines, ruined business and all stock resulting in the closure of the business while it still had a credit on its PECO account. The parties were unable to resolve the matter through that process. (See Exhibits 1 and 2 to PECO's Answer and New Matter).

10. On or about November 21, 2013, Pat's Deli submitted a formal complaint to the PUC. (See Exhibit 2 to PECO's Answer and New Matter).

11. PECO filed an Answer and New Matter to the Complaint on December 16, 2013.

12. A hearing was held before the Honorable Angela Jones, Administrative Law Judge for the PUC in Philadelphia on October 28, 2014. (TR. 1-210).

13. At the hearing, the parties stipulated that the hearing would be limited to a determination of whether PECO properly

terminated complainant's power under Sections 18.3, 18.4 and 10.5 of its tariff. (TR. 6).

14. The parties stipulated that Robert Holton was Complainant's manager when power was terminated. (TR. 6).

15. The parties stipulated that Grid One was a company under contract with PECO which terminated Complaint's power. (TR. 6).

16. The parties stipulated the power was terminated on October 8, 2013 at 10:01 A.M. while neither the principal of the business or Robert Holton as manager was physically present. (TR. 6).

17. PECO replaced complainant's electric meter on or about August 23, 2012. (See PECO Exhibit 11).

18. PECO sought to gain access to the replacement meter in or around August 2013 due to sporadic meter readings. (TR. 17-19)

19. PECO failed to keep its scheduled appointment to access the meter (TR. 18-19).

20. PECO sought to reschedule the appointment. (TR. 19-20)

21. PECO failed to keep the rescheduled appointment but arrived at night, instead, when the business was closed. (TR. 21-22).

22. Complainant was unable to provide PECO with access at that time. (TR. 22-23).

23. Robert Holton went on vacation in Florida on or about October 5, 2013. (TR. 24).

24. Prior to his departure, Holton received a shut-off notice. (TR. 26).

25. Holton called PECO and was told by a representative that

he could disregard the shut-off notice and that an appointment could be scheduled when he returned from vacation. (TR. 27-28).

26. Complainant closed its business for a week due to vacation. (TR. 28).

27. Holton learned that power was being terminated while he was on vacation when he received a call from a neighbor. (TR. 28).

28. PECO's technicians, contracted through Grid One, can get very busy resulting in work not getting done on time. (TR. 137).

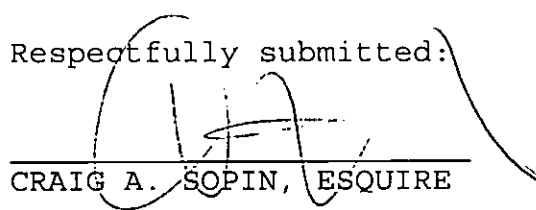
29. Complainant provided adequate access to its electric meter to PECO and its contracted representatives.

30. PECO failed to adhere to pre-scheduled appointments resulting in its failure to gain actual access to complainant's electric meter prior to termination of service.

31. Complainant's original electric meter removed on or about August 23, 2012 was not subjected to a physical or forensic examination following its removal.

32. The meter removed from complainant's premises on or about August 23, 2012 is not in PECO's possession and its whereabouts are unknown.

Respectfully submitted:



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Respondent :

**PROPOSED CONCLUSIONS OF LAW**

AND NOW comes Complainant, Pat's Gourmet Deli, Inc. and submits the Proposed Conclusions of Law:

1. Complainant has demonstrated that PECO has failed to comply with its tariff Section 18.3 by terminating power without just cause.

2. Complainant has established that it properly provided PECO or its contracted representatives with adequate access to its electric meter.

3. PECO failed to adequately rebut evidence that its technician's and contractors had adequate access to the meter but failed to adhere to prearranged appointment schedules.

4. PECO waived any defense or claim of fraudulent meter tampering under Section 18.8 of its tariff for failure to raise it in a pleading or to obtain a stipulation to include such a consideration in the court's review.

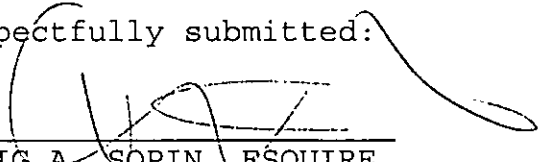
5. PECO has not established any basis, as a matter of law, to

justify the termination of complainant's power under the circumstances.

6. PECO has not provided any evidence to justify the termination of complainant's power under Section 18.4 of its tariff.

7. Complainant has met its burden to establish that PECO has unjustly and improperly terminated its power in violation of Section 18.3 and other applicable provisions of its tariff.

Respectfully submitted:



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Respondent :

PROOF OF SERVICE

Pat's Gourmet Deli, Inc., through its counsel, Craig A. Sopin, Esquire, does hereby certify that a copy of Complainant's Main Brief in the above matter was mailed U.S. First Class Mail, postage prepaid, on December 18, 2014 as follows:

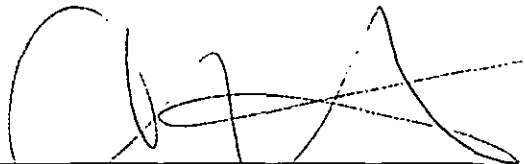
Honorable Angela T. Jones  
Administrative Law Judge  
PA Public Utility Commission  
801 Market Street  
4th Floor, Suite 4063  
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DEPT:

REF:

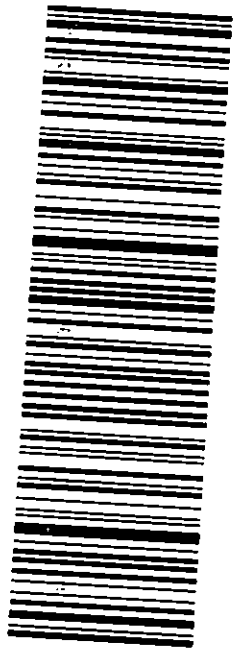


FRI - 19 DEC 10:30A  
PRIORITY OVERNIGHT

TRK # 8034 7314 6414  
0200

EN MDTA

17120  
PA-US MDT



FedEx carbon-ne  
envelope shipping

FedEx NEW Package  
Express US Airbill

FedEx Tracking Number 8034 7314 6414

1 From  
Date 12-18-14  
Sender's Name CRAIG Sepin Phone 215 925-3300  
Company 601 Walnut Street  
Address Curtis Center, Suite 160-West  
City Philadelphia State PA ZIP 19106

2 Your Internal Billing Reference

3 To  
Recipient's Name Rosemary Chiavetta Phone  
Company PA Public Utility Commission  
Address Commonwealth Keystone Bldg  
Address 400 North Street, 2nd Flr  
City Harrisburg State PA ZIP 17120

4 Exp NOTE  
No.  
 FedE Earliest local Mon.  
 FedE Next delivery is Sat.  
 Fed Next Satur.  
5 Pa  
 Fed  
6 Sp  
 SA NOT  
 No Pac Ser  
Doo



Form ID No.  
External Carrier: FEDEX  
Agency: PUC  
Floor:  
TO: CHIAVETTA, R. PUC  
CMPC  
12/19/2014 11:15:45 AM  
fedex.com 1800.GoFedEx 1800.463.3339

HOLD Weekday  
FedEx location address  
REQUIRED. NOT available for  
FedEx First Overnight.  
HOLD Saturday  
FedEx location address  
REQUIRED. Available ONLY for  
FedEx Priority Overnight and  
FedEx 2Day to select locations.

7 Payment Bill to:  
Enter FedEx Acct. No. or Credit Card No. below. Obtain recip Acct. No.  
 Sender Acct. No. in Section 7 will be billed  
 Recipient  
 Third Party  
 Credit Card  
 Cash/Check  
Total Packages Total Weight Credit Card Acct.



8034 7314 6414