

Ms. Rosemary Chiaetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, Pa. 17120

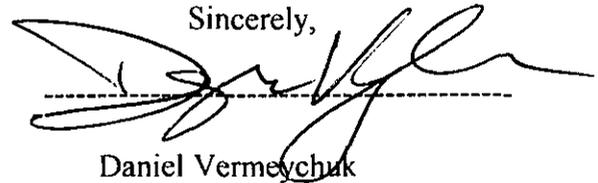
May 19, 2015

Re: Vermeychuk v. PECO Energy  
Docket Number : C-2013-2388323

Ms. Secretary,

Please find a copy of the Exceptions filed in this matter with a courtesy CD for electronic recording.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Vermeychuk', is written over a horizontal dashed line. The signature is fluid and cursive.

Daniel Vermeychuk

**RECEIVED**

MAY 19 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**BEFORE THE BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**DANIEL VERMEYCHUK**  
Complainant

:

v.

:

**DOCKET NO: C-2013-2388323**

**PECO ENERGY COMPANY**  
Respondent

:

:

**RECEIVED**

MAY 19 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**HISTORY**

**EXCEPTIONS OF THE COMPLAINANT**

**DANIEL VERMEYCHUK**

A final order was rendered in accordance with the provisions of Section 332(h) of the Public Utility Code 66 Pa. C.S. §332(h), the decision of Administrative Law Judge Cynthia Williams Fordham dated March 23, 2015, has become final without further Commission action. The Order was entered May 1, 2015, mailed and received by the Complainant on May 8, 2015.

This Order was late in its filing because the Honorable Judge Fordham reserved judgment because of an Appeal in Superior Court in the State of Pennsylvania. Judge Fordham informed the parties that if any action was taken by either party that they contact her office to keep her apprised of the progress of the case. The Respondent PECO Energy failed to do so during the period of the Appeal to the Supreme Court of the State of Pennsylvania.

The matter before the Supreme Court of the State of Pennsylvania was an Appeal on the right of the Respondent PECO Energy to replevin meters from 2336 Providence Ave., Chester, PA 19013. The matter was denied by the Superior Court and the Superior Court indicated that they were unable to make the decision and that the matter should be referred to a higher court. Complainant filed an Appeal with the Pennsylvania Supreme Court and it was filed on December 1, 2014, with the Respondents being duly served.

The Appellants action was questioning the right of the Appellees to break and enter a property under the guise of replevin where the Appellees failed to either serve the Appellants with their intent, their failure to follow Pennsylvania Rules of Civil Procedure or their failure to follow numerous requirements promulgated by the Pennsylvania Public Utility Commission.

On December 11, 2014 Appellant/ Complainant arrived at the property at 2336 Providence Ave., Chester, PA 19013 and found that the lock been cut off the basement door, the property been entered without permission, utility meters removed from the property. This happened while the matter was on Appeal to the Pennsylvania Supreme Court and initiated by the Respondents.

Complainant's Appeal consisted of the fact that the Respondents refused to issue a Utility Report, PA Code 56.152 (3), 56.152 (6) and 56.152 (8) ii, that a Utility Report must be made in writing and prominently displayed at the property. Respondents initiated this replevin action after the original Pa. Supreme Court Appeal was filed and had notice of the filing. Complainant subsequently filed an Amended Appeal to the Pa. Supreme Court after this incident and included the violations of PA code 56.339 " A

utility may not terminate service when actual termination is prohibited under this Chapter. “ Pa. Code 56.331 (a) (v) “ if a dispute has been filed with the Public Utility Commission there may be no termination.” **This dispute was filed on September 20, 2014 with no final opinion coming until May 1 of 2015 and termination of service occurred on December 11, 2014.** There is a violation of 52 PA Code 56.332, “ a utility may not mail or deliver notice termination if a notice of initial inquiry, dispute informal or formal has been filed with the Public Utility Commission is unresolved and if the subject matter of the dispute forms the grounds for the proposed termination. Additionally the Respondent's made false statements subject to 18 P.C.S 4904 to the Sheriff of Delaware County to accomplish their task and remain liable under that Statute.

In direct violation of Judge Fordham’s Order of June 19,2014 and a number of Statutes mentioned under the Public Utility Commission’s domain, the Respondent PECO Energy terminated the service at 2336 Providence Ave., Chester, PA 19013 while on Appeal to the Pennsylvania Supreme Court. More importantly Respondent did not notify Judge Fordham of their actions as required and additionally attempted to circumvent the Pennsylvania Supreme Court Appeals process and the rules of the Pennsylvania Public Utility Commission. Exhibits A-B.

If the Respondent has the inclination to circumvent the applicable rules and laws of the State of Pennsylvania, in the Supreme Court of the State of Pennsylvania this has a direct bearing on the reliability and credibility of the testimony and evidence given at the hearing of the Public Utility Commission. In oral argument before the Pennsylvania

Superior Court the Respondent openly argued to the Superior Court Justices that the Company PECO Energy was too big to have one employee responsible for its actions and therefore more or less those employees or any employee did what they wanted. This was in addition to intimating in open Superior Court that Complainant's arguments were baseless and "only in his head." Complainant finds this argument insulting and not in the public interest but unprofessional as well as out of control. Complainant must have imagined the assault on the property and the violations of Public Utility regulations. Accordingly Complainant has suffered damages, intentional infliction of emotional distress, and loss of income because of these imaginary actions. This is the second such incident.

During the course of the hearing on Tuesday, January 28, 2014 before Administrative Law Judge Cynthia Williams Fordham, that was objected to by the Complainant by means of a Motion for Continuance which was denied because Respondent PECO Energy claimed there was no good cause existed to continue the hearing. **Unknown to the Complainant and never notified** an arrangement was made between Judge Fordham and the Respondent PECO to deliver the Discovery documents requested by hand delivery three days before the hearing which was also a weekend. The documents consisted of over 1200 pages. The hearing was held over the objections of the Complainant which wasn't really a hearing but a hijacking. There wasn't any time to look at the Discovery, Complainant was forced to participate in a hearing naked of any materials or defense.

The Complainant stated that he reserved the right to object to the Discovery process

and the Hearing on Page 5 of the Initial Decision. The Complainant sent Discovery Requests to the Respondents for answers within a reasonable amount of time that the information could be digested and formed into a defense. The Complainant, an attorney since 1990 is well aware that 1200 pages of Discovery takes two or three assistants and the attorney approximately 2 to 3 weeks to compile in the best of conditions.

However in this matter the **Respondents knew** and in the findings of fact on Page 8 of the Initial Decision Number 5 and the interactions in Delaware County Court **that the Complainant did not even live at the address that the Discovery was delivered to.** Furthermore, that **on the Discovery requests there are specific orders to where and how and who the Respondents must deliver the discovery.**

It was unimaginable to the Complainant to sit there, forced to go through a hearing while the Respondents deliberately delivered without notice the discovery to the wrong address and then have Judge Fordham allow the hearing without the proper time frame to prepare for hearing. Please find a copy of the Complainants request for Production of Documents within the next 30 days and they are to be delivered at PO Box 305, Wallingford, PA 19086 . Exhibit C.

The Pennsylvania Rules of Civil Procedure are very specific on this matter that the Discovery must be delivered according to the notice given there is no other alternative. This is not a mistake or an error but a trial tactic that the Respondent PECO Energy has used before experienced by the Complainant in a hearing about a broken sidewalk with Respondents equipment causing property damage.

This raises serious questions concerning the actions of the Respondent this matter.

Respondents had a vested interest in not having the Discovery delivered to the Complainant to the correct address and without notifying the Complainant of their actions in a direct violation of Pennsylvania Civil Rules of Procedure. If the Respondents knew they had an agreement with the Judge and the Judge was going to back up the Refusal of the Continuance of the hearing then there is a serious problem here.

This would seem to be the case because obviously according to the paperwork they had an agreement to deliver and do the hearing and that it didn't matter where the Discovery was delivered as far as the Respondents were concerned, without consultation with the opposing counsel. **Page 3 Initial Decision.** Respondents just didn't want the Continuance. If the Complainant has no Discovery Complainant has no case when he goes in the Court and accordingly he does not have the ability to ask the proper questions during the hearing as a total loss for a Defense. It is the Court's responsibility to see that the parties act according to the Rules but the Honorable Judge Fordham's trust in the Respondents was misplaced. It is the Public Utility Commission's responsibility to see that their Judges ensure the integrity of the process. This falls in line with the character of the of the attempted circumvention of the Pennsylvania Supreme Court and the non-notification of the Respondents actions to the Court. There were no written objections to Discovery from the Respondents therefore all the Discovery should be produced.

Secondly if the Discovery was delivered as was supposed to be the Complainant would have had an opportunity to be able to review the Discovery and noticed that it was only half completed. Most notably the sections that were not completed were the Interrogatories which weigh heavily on whether or not the Respondents could prove that

the meters were actually accurate and that they were placed at the properties in the proper manner, on the proper meter boxes and that they were tested properly. Complainant brought that up at the hearing even though he didn't know that information was not included at the time and Respondents objected saying that they didn't have time to go there and the Judge Fordham excluded Complainants questions on those matters without further comment. After all this is cross examination and those types of questions are allowed .

This is an action that Respondent is asking for large amount of money and the Complainant has every right to be able to question whether or not the meters are accurate, whether the meters were actually where they were supposed to be or whether they were tampered with or tested and the proof is on the Respondent to be able to show that with the relevant documentation. These are extremely relevant questions considering that these meters are located in a low income area of Chester Pennsylvania. On numerous occasions many tenants are cut off for nonpayment and they do steal the meters, they are found across town, not in their original spots and that the meters are switched from different areas from one meter well to another to continue their service. **Many times there is no lock on the meters.** This information was excluded as the Respondents could not prove that assertion and this is the reason that the Respondents delivered the Discovery to the wrong address because otherwise there would be no case.

The Respondents had the hearing and got it through with limited information and then left the Complainant to be able to appeal from the backend to try to save this case. That's not the way it works, Complainant has a right to be able to confront, question and cross

examine on all aspects of the case while it is in the Court Room not on paper after the fact. This matter should be Dismissed against the Complainant because this was a hearing that the opportunity to defend was not presented as it should be through no fault of his own.

The areas excluded by the Respondents on the Discovery request specifically match the information just discussed. Production of documents requests: 11,13,14,17. The Interrogatories requests were never answered and not objected to.. Exhibits D,E.

*This raises several issues concerning the hearing. After all this slight-of-hand by Respondent PECO Energy concerning the delivery of the Discovery it is noted by the Honorable Judge Cynthia Williams Fordham that the Complainant did not mention any documents that were missing and any requests that were not answered fully in the Discovery process. Exactly how Complainant was to know that the Discovery was incomplete after only receiving it after the hearing and was only in possession of over 1200 pages of it less than a few working days?*

Secondly before the Hearing Complainant was advised that he may send in Exhibits after the hearing since he didn't have time to study it before the hearing. Complainant did send in Exhibits but the problem is the **only exhibit that was objected to was one that would have cut the Respondent PECO Energy's case in half.** This exhibit was a lease and a signed notice by the tenant at 2336 Providence Ave., Chester, PA 19013 that they were taking over the utilities from the Complainant. This was testified to during cross examination by the Complainant during the hearing. *The tenant took over the utilities and the Complainant notified the Respondent PECO Energy on September 20, 2003 to*

take the utilities out of his name. The Exhibit would have been properly entered as business records by the proprietor the business at the time.

**Independent business purposes are not self-serving or created for litigation. As stated by the Pennsylvania Supreme Court in Williams vs McLean 513 Pa. 300, 520 A2d 1374 ( 1987), , “ the basic justification for the business exception records exception to the hearsay rule is that the purpose of keeping business records builds in a reliability which obviates the need for cross examination.” Because important business decisions routinely depend upon the accuracy of regularly kept records they are absolutely admissible.**

The Respondents know that these tenants were living in the property because they also had service in their name on the second floor. Complainant did not just pull names out of a phone book, these tenants are on their records and Respondents did not bring this to Judge Fordham’s attention. Complainant wasn’t even notified by opposing counsel that they had an objection to the Exhibit. All Complainant received was notice that the Exhibit was **disallowed without an opportunity to file a brief or motion before the decision was made.** Complainant has to file a **Motion for Reconsideration after the fact, that was never even decided by the Court.**

The fact that those records existed was not contemplated by the Respondents. PECO Energy allowed that account to go for **11 years without payment without termination.** As shown in this matter PECO Energy not only terminated service but actually removed the meters within 90 days as they did here. Respondents claim there was legal action on the account of that property to which there was absolutely none. Complainant should not

be responsible for Respondents not transferring service to the proper name but also not responsible for Respondents responsibility to terminate service for non payment that lasted over an 11 year period. Why did it take me 11 years to terminate service?

Respondent does not answer.

Complainant has 30 years experience with Respondents metering systems including numerous overcharges, mistakes that meters that had to be changed out, meters that were incorrect, meters that were stolen and removed, meters that are switched across from the box socket to another box socket, gas meters that are switched from one area to another, tenants that are discontinued and switching meters for service, with no locks on the meters where their should be, and most recently meters that are literally torn out of the service boxes causing damage to the equipment. It happens daily to landlords all over Chester City.

#### FINDINGS OF FACT

1. The Complainant is Daniel Vermeychuk , P.O. Box 305 Wallingford, Pa. 19086.
2. The Respondent is PECO Energy Company.
3. During the hearing, the Complainant complained that Respondent was charging him for accounts that he had closed or he had never opened. He objected to the Respondent transferring final bills to the Providence Avenue account.
4. The Respondent provided electrical service to 106 Copples Lane, Wallingford, Pa. 19086.
5. The Complainant and his wife used to live at that address. The Complainant no

longer lives there.

6. Unknown.

7. Denied. Complainant is no longer had an account at 316 E. 9th St. 2<sup>nd</sup> Rear on that date on October 16, 2008. The service at that address was cut off by PECO Energy on April 24, 2008 and Complainant did not have service there for about six months. Exhibit F. **This document was not included in the Discovery.** Original available for inspection.

8. Denied. Service Complainant 429 E 9<sup>th</sup> St 3<sup>rd</sup> Fl. discontinued in August 2006. The account number does not match Complainant's bill. Page 15 Opin.. (C Ex C) Original available for inspection.

9. Admitted.

10. Denied. Complainant no longer had an account at 316 E. 9th St. 2<sup>nd</sup> 1 Rear on that date. The service at that address was cut off by PECO Energy on April 24, 2008 and Complainant had not had an account there for over a year. Exhibit F Additionally, 429 E 9<sup>th</sup> 3<sup>rd</sup> Fl. had been an empty unit and incapable of using that amount utilities. New tenant after that date.

11. Denied. Account number does not match Complainant's bill. Complainant discontinued service discontinued July 2006. Page 15. Opin. (C Ex E)

12. Unknown.

13. Denied. Complainant no longer had the account at 316 E. 9th St. 2<sup>nd</sup> Fl Rear on that date. The service at that address was cut off by PECO Energy on April 24, 2008 and Complainant had not had an account there for over one at a half years. Exhibit F.

14. Denied. The Respondent couldn't have been providing a electrical service to 316 E. 9th St. 2<sup>nd</sup> Fl Rear for service from April 23, 2007 to December 21, 2009. Local service was discontinued at that address on April 24, 2008 and the Respondent's records are completely inaccurate. Exhibit F.. Discontinuance notice from Respondent..

15. Denied. A final bill in the amount of \$40,239.74 could not have been transferred to the account at 429 E. 9th St. 1<sup>st</sup> Fl Front on February 5, 2010 from 316 E. 9th St. 2<sup>nd</sup> Fl Rear Chester because the account was nonexistent at the time Respondents records are inaccurate. See Exhibit F. Account was inactive since April 24, 2008.

16. Denied. Complainant discontinued service at 429 E. 9th St. 1<sup>st</sup> Fl Front on October 2, 2009 and could not have had an account transferred to it on February 5, 2010, the difference of 4-5 months from nonexistent account to another nonexistent account. See Page 17 Opin. (C Ex. D)

17. Denied. Service was discontinued at 429 E. 9th St. 1<sup>st</sup> Fl Front October 2, 2009 and the service should have been shut off and out of the Complainants name. Last payment.

18. Unknown. The balance of \$42,089.00 was a transfer from one nonexistent account at 316 E. 9th St. 2<sup>nd</sup> Fl Rear to another nonexistent account at 429 E. 9th St. 1<sup>st</sup> Fl. Front as both were closed at the time these transfers were said to happen and verified by Respondents own documentation to another nonexistent account at 2336 Providence Ave. that was discontinued on October 1, 2004 by Complainants with business records.

19. Denied. Complainant discontinued the account at 923 Madison St. first floor front on October 19, 2005. The new tenant after that time. Page 18 Opin. ( C Ex.E)

20. Denied. Complainant discontinued the account and 923 Madison St. 1<sup>st</sup> Fl Front October 19, 2005 and a new tenant made the payment not the Complainant, if made at all. **Anyone could pick up a disconnect notice posting off their door and go and pay in cash at a payment center and no one asks for their identification.**

21. Unknown. It was not Complainants billing.

22. Denied. Complainant contacted Respondents concerning service at 2336 Providence Ave. 1<sup>st</sup> Floor on October 1, 2004 again to make sure that the service was taken out his name and was assured it was. **No Discovery provided for that date.**

23. Denied. Complainant discontinued service on October 1, 2004 at 2336 Providence Ave. 1<sup>st</sup> Floor and did not submit medical certificates for any payment of bills at this address. During cross examination Respondents witness admitted that anybody could pick up a posted termination notice and call into the Public Utility Commission and make requests for medical certifications. Just like anybody could pick up a termination notice posted on the building and go on pay the bill and never have to give your identification. Complainant denies ever doing it or ever seeing medical certificates. **Service would've and should have been out of Complainants name for over three years by then.**

24. Unknown. If the Complainant did call and an Informal Complaint was filed regarding the Providence road account it was probably to clear the account as the Complainant testified. However this point on April 13, 2009 the amount due was over four years which is passed the statue limitations on the account.

25. Unknown. Complainant did not pay any bills on that account since 2003 according to his records. **Discovery not provided prior to 2007 although requested from Respondent.**

26. Denied. There was never any litigation at the property 2336 Providence Ave., Chester, PA 19013. The only property in litigation with the Respondent is at 316 E. 9th St., Chester, PA. It was obvious during the cross examination that the Respondents

witness didn't even know which property she was talking about or what property was actually ever in litigation.

27. Unknown.

28. Unknown. The Complainant was never served by a Sheriff and Complainant happened to be in the Court one day on other business when the Respondent tried to have a judge approve a judgement against the Complainant without a hearing or being served, Complainant heard his name called and Respondent almost got away with a confession of judgment for a no-show.

29. Admitted. Complainant confronted Respondent in open court to inquire as to what was going on.

30. On July 12, 2013 the Complainant filed an Informal Complaint because he had never been served with the Complaint, termination notice or meter remover letter. The Public Utility Commission employee identifying herself as a supervisor in charge dismissed the case after speaking with the Respondents attorney that there was an active case pending in the Court of Common Pleas of Delaware County No: 201-003845. This must have been some conversation with Respondents attorney because this supervisor failed to inform the Complainant that he had the right to appeal and file a Formal Complaint in the matter. Complainant called back the next day and spoke to another employee and found that anyone could file a Formal Complaint and that it was required for that supervisor to tell the Complainant that a Formal Complaint could be filed but she didn't.

31. Denied. There's only one other tenant of the property at the time.

32. Admitted.

33. Admitted and denied. It is that a Writ of Seizure was granted in favor of the Respondents but it did not give them the right to remove electric and gas meters at 2336 Providence Ave., pending a Motion for Reconsideration and Appeal to the Superior Court. Furthermore, under the Public Utility Commissions regulations as long as there was a matter being held before the Public Utility Commission without a decision there can be no termination of service. Removal meters means a termination of service so no termination of service means the meters can't be removed. Pa. Code 56.331 (a) (v) " if a dispute has been filed with the Public Utility Commission there may be no termination."

34. Admitted.

35. Admitted.

36. Admitted.

- 37. Denied.
- 38. Admitted.
- 39. Denied.

### DISCUSSION

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

The record in this proceeding must be review to determine whether the Complainant has satisfied his burden of proof. The burden of proof is not satisfied, that must be *determined whether Respondent has submitted evidence of co-equal value or weight to refute Complainants evidence.* If this has occurred the burden of proof has not been satisfied, unless the Complainant presents additional evidence. Morrissey v. Pa. Dept. of Highways, 424 Pa. 87, 225 A2d 895 ( 1967).

In addition to determining whether the Complainant has satisfied his burden of proof, care must be exercised make sure that the Commission's decision supported by substantial evidence. 2 Pa. C.S. § 704. The term “ substantial evidence “ has been

defined by various Pennsylvania Courts as such relevant evidence that a reasonable mind might accept adequate to support a conclusion. Substantial evidence is more than trace evidence or suspicion of existence of facts sought be established. Norfolk & Western Ry.Co v. Pa. PUC, 489 Pa. 109, 43 A 2d 1037 ( 1980); Murphy v. Dept. of Public Welfare, 85 Pa. Cmwlt. 23, 480 A2d 382 ( 1984).

During the hearing, the Complainant testified that the Respondent was charging him for accounts that he had closed or that he had never opened. The Complainant objected to the Respondent transferring final bills into the Providence Avenue account from a non-existent accounts at 316 E. 9<sup>th</sup> St., to 429 E. 9<sup>th</sup> St. that were discontinued by matter of either months or years.

The Respondent presented the testimony of René Tarpley, a senior regulatory assessor for the Respondent and Khadijah Scott, Esquire, attorney for the Respondent in the Common Pleas Court action, who sponsored 15 exhibits that were entered into the record without objection.

The Respondent testifies that it provided electrical service to 316 E. 9th St. 2<sup>nd</sup> Fl Rear from April 23, 2007 to December 21, 2009. In addition Respondent testifies to the consumption charges for 316 E. 9th St. 2<sup>nd</sup> Fl.Rear, the balance included all the unpaid consumption charges from prior three service addresses. The Complainant presented a bill his name for 316 E. 9th St. 2<sup>nd</sup> Fl. Rear, dated August 21, 2007, for electrical residential service and a shutoff notice from the Respondent for the account for 316 E. 9th St.2<sup>nd</sup> Fl. Rear, dated April 24, 2008.

The Respondent indicated that it provided electric service to the Complainant at 106

Copples Lane at account # 74184-01609 from November 1, 1965 to May 15, 2008 in the amount of \$14,012.56 which was transferred to 316 E. 9th St. 2<sup>nd</sup> Fl. Rear account on October 16, 2008. The question becomes is how Respondent transfers the Copples Lane account on October 16, 2008 to an account that doesn't exist which was closed on April 24, 2008? Additionally how does Respondent claim to have provide electricity to this unit until December 21, 2009 when their own shutoff notice clearly indicates that it was closed on April 24, 2008? Exhibit F. Again, how does the Respondent claim that the Complainant had service on this address when he was 11 years old? Complainant also questions the amount due on the bill. The accuracy of the meters and the testing of those meters was never accomplished and the information was requested of the Interrogatories for the testing of those meters was not answered in a discovery request that was delivered to the wrong address.

Respondent claims to have provide electrical service at 429 E. 9th St. on the third floor from June 18, 2002 to May 21, 2009. Although the Complainant presented Respondents bill for that unit and that address the termination date for that bill according to the Complainant's records is September 19, 2006 to which the balance was \$2969.24 that was due. The unit had been empty since 1980 and unable to create a balance of \$19,051.02 without anyone living there. How does the Respondent explain that if their bill was to May 21, 2009 and then transferred when the account was closed to 316 E. 9th St. 2<sup>nd</sup> Fl Rear, that that account was closed April 24, 2008 and did not exist? Closed for over a year.

Complainant also questions the amount due on the bill. The accuracy of the meters

and the testing of those meters was never accomplished and the information that was requested of the Interrogatories for the testing of those meters was not answered in a Discovery request that was delivered to the wrong address. Complainant does not provide evidence to show the bills are incorrect because his Interrogatories were never answered to provide that information. For all the Complainant knows that this metered billing was being used by somebody else to create such a large amount due.

The Respondent claims to have provide electrical service to 512 W. 9th St. A1 from September 28, 2002 to August 21, 2009. The Respondent claims that they transferred the account to 316 E. 9th St. 2<sup>nd</sup> Fl Rear on September 25, 2009 for a bill of \$816.47 for unpaid consumption charges. How does the Respondent explain the fact that this billing was transferred to a non existing account at 316 E. 9th St. 2<sup>nd</sup> Fl Rear that was closed on April 24, 2008?

The Respondent claims to have accumulated these three accounts at 316 E. 9th St. 2<sup>nd</sup> Fl Rear during a period of time which the account is nonexistent and was closed on April 24, 2008. The Respondent claims to have provided service there to December 21, 2009 however we know that that is not the case. The Respondent claims to have transferred the final bill in the amount of \$40,239.74 to 429 E. 9th St. first floor front on February 5, 2010. If the account was closed on April 24, 2008 why did the Respondent wait two years to transfer this alleged balance when it also claims that service on this unit was until August 9, 2010? According to Complainants records this account at 429 E 9<sup>th</sup> St 1<sup>st</sup> Fl. was closed out on October 2, 2009 and was nonexistent at the time Respondent claims to have transferred the \$40,239.74 balance on February 5, 2010.

Complainant obviously had an account briefly at 429 E. 9th St. first floor front and did not remember that clearly as he did produce a billing at that address. This account was created probably to clean and repair the unit briefly before the next tenant. According to Complainants records, this account was closed out on October 2, 2009 it and was nonexistent at the time Respondent claims that they transferred a balance onto 429 1st Fl on February 5, 2010 about 4 months later. According to the Respondents records there are numerous errors in the variation of the dates of when things are terminated and when they were transferred. *One can only surmise that these accounts were being tracked and adjusted to suit the Respondent's needs. There is no other way to explain the anomalous dates being testified to in this matter which would've gone unnoticed without the termination letter from the Respondents for 316 E. 9th St. 2<sup>nd</sup> Fl Rear.*

How does one is explain these anomalies? The answer is simple, these account dates were created for this litigation to collect on accounts and testified to under oath as accurate. Every account mentioned so far the anomalies on the dates are all inconsistent all because Respondents did not know that Complainant had the termination notice for 316 E. 9th St. 2<sup>nd</sup> Fl Rear. Otherwise there would've been no other way to prove Complainant's case because the Discovery was delivered to the wrong address, was incomplete, no Interrogatories answered and intentionally consolidated in a way as to prepare a story that wasn't real.

Mrs Tarply's testimony was given to her by someone else who was unaware of Complainants documentation and is not credible by any stretch of imagination even though she says that these bills are through her internal system to match

customers use and the exact name and Social Security number, her internal system is only as good as the people that create it and obviously it has been proven to be completely in error.

Based on evidence presented by both parties just because the Complainant had an account in his name at a property at one time doesn't mean that the bills are correct, or an admission of what the Respondent claims is owed or even the Respondents claims of dates of termination as Complainant has demonstrated. Just because Complainant asked for service to be discontinued at a period of time does not mean that Complainant was responsible for the whole time that the Respondent has claimed here. As has been demonstrated there are a year to two years of the time that Respondent claims Complainant was responsible for bills when the account was terminated by the Respondent. This reasoning by Judge Fordham makes absolutely no sense when compared with the evidence. The evidence that the Respondents presented contradicts their testimony. Judge Fordham was in complete error when she missed the discrepancies on these dates.

Complainant has presented clear, convincing and undisputable evidence that the service at 316 E. 9th St. 2<sup>nd</sup> Fl. Rear Chester Pennsylvania was disconnected on April 4, 2008. Exhibit F. The accounts at 429 E. 9th St. third floor was transferred to this account which was nonexistent on July 17, 2009, the 106 Copples Lane account was transferred October 16, 2008, and the 512 W. 9th St. account was transferred on September 25, 2009 all after the termination at 316 E. 9th St. 2<sup>nd</sup> Fl Rear. This was an account that was already closed out, nonexistent and non active. Any accounts

transferred in this manner are not transferable to inactive account which makes them a nonexistent entity. It appears that this account was staged to consolidate other accounts and the disconnect notice was not included in the Discovery that was required.

Consequently because this account was nonexistent at 316 E. 9th St. 2<sup>nd</sup> Fl Rear this account could not have been transferred to 429 first floor front and further that this chain of accounts could not have been transferred to 2336 Providence Ave. because the account did not exist as an active account. Based on the evidence presented by both parties, although the Complainant had an account of his name at these properties the Respondent has failed to demonstrate that the accounts were transferred to active account and therefore valid transfers and they were obviously created for litigation.

The Respondent claims to provide electric service to 923 Madison St. 1<sup>st</sup> Fl Front from December 14, 1990 to September 12, 2011, the final bill was transferred to 2336 Providence Ave., Apt. 1 on October 10, 2011. The Complainant presented a bill in his name dated for September 28, 2005 when the payment of \$201 with the deducted from the balance, the balance was \$14.78. According to the Complainants records this account was terminated with Respondent in early October of 2005. After this there were tenants in the apartment that were to apply for service. The remaining bill was not the Complainants but a tenant's bill to which again the Respondent did not terminate service properly for almost 6 years. Page 18 Opinion. Exhibit L. This bill was transferred to a nonexistent account at 2336 Providence Ave., Apt. 1 because the Complainant had canceled or transferred the service to a tenant around 2003- 2004 and should not have had a account in his name at this address. Respondents did not supply the required Discovery

for this account at that time period.

Respondents claim to have supplied what service at the address 2336 Providence Ave. Apt. 1 from April 9, 1990 to the present time of this action saying that the account balance is \$96,208.60. This is denied. This account has several components to be discussed. The transfer of 3 accounts at 316 E. 9th St. 2<sup>nd</sup> Fl Rear were not a mistake and fraudulent in nature and testified as accurate and credible. These 3 accounts were consolidated during a period of time when the account was inactive and the subsequent transfer of those accounts to 429 E. 9th St. 1<sup>st</sup> Fl. Front was fraudulent to which those accounts were transferred to another an inactive account and therefore not transferable from 429 E. 9th St. 1<sup>st</sup> Fl Front to this account at Providence Ave. as a consolidated matter. The amount in this particular part of this component is at least \$42,089.07 that was not consolidated properly less than what is proposed in this account at 2336 Providence Ave. or a difference of \$54,119.53.

Respondents claim account is the Complainants responsibility in full even though signed documentation and testimony that was presented to the Court shows otherwise. There are two components of this documentation and testimony, the testimony was done by the Complainant and he testified without the use of any documentation that this account was transferred over to the tenants on the second floor about 2003 2004 and that there had not been a payment on this account in the amount since 2003 to the best of his recollection. Later on documents were produced showing that there was a transfer service that was intended to be to the tenant by the Complainant, a lease and billing that was prepared and sent to the Respondents. Exhibit G.

The first part of this component is the Discovery debacle that occurred in this matter through an agreement between the Judge and the Respondents in an ex-parte manner that allowed Discovery requests to be delivered with only one working day before the trial and deliver the documentation to the wrong address on that one day even though the Court and the Respondents knew that the Complainant did not live there, no Answers to any Interrogatories and no Discovery between 2003 and 2004 at 2336 Providence Ave. that the Respondent claims a \$ 54,000.00 bill on.

This Discovery Complaint is the Court's responsibility and the Public Utility Commission's responsibility for the Court. The Court should have never allowed the Respondent's the opportunity to be able to not deliver the Discovery without supervision. Secondly, the Respondents never filed a Utility Report with the Complainant even though he asked for it on many occasions it was not delivered to him. The applicable statute says that at any time a customer may ask for a Utility Report and ask it to be provided. In this case because the Utility Report in its content says that no legal action may be completed while there's a case before the Public Utility Commission. The Respondents had a vested interest in not providing a Utility Report in the Court of Common Pleas because they were ready to Replevin meters and if they provide a Utility Report there wouldn't been a problem of getting a continuance or stay on the Replevin of the meters. Basically what they did is blindfolded the Judge in the Court of Common Pleas so that they wouldn't know that this was the case and the Respondents misused the Public Utility Commissions rules to cover themselves for their own benefit. The Utility Report is vital for the Defense.

The second part of this component is that basically there was two continuances

granted to the Complainant because Delaware County Court Judges didn't really understand the Public Utility Commissions regulations. Without the Utility Report the Respondent was able to get a Writ of Seizure for the meter which would basically be a termination of service which is prohibited if there's an action before the Public Utility Commission. So now by bypassing the Utility Report Respondents now have a Writ of Seizure but that was supposed to be stayed during Appeal and if the Respondent was following Public Utility Commission rules there would've been a termination of service or seizure, because Respondents were not permitted to do so.

The third part of this component is that while in Court Complainant did not have access to any meaningful Discovery that would've helped him in the testimony questioning on this particular part of the account at 2336 Providence Rd., Chester. No objections to Discovery, no interrogatories answered, no Discovery on a \$ 54,000.00 claim. Judge Fordham claims there was no Complaint as to the Discovery but the magnitude of what is missing does not make that a credible claim.

The Complainant produced business records that according to the Supreme Court of the State of Pennsylvania that without hesitation, as a matter of law in the State of Pennsylvania that those documents have to be admitted as an exception to the hearsay rule. A Motion for Reconsideration is not answered and is still an open issue.

All these actions lead to the fact that this Discovery is cause for Dismissal in this matter. Complainant has the right to the documentation and the right to cross examine witnesses armed with that material. The Respondents have the records of the tenants on the second floor at 2336 Providence Ave. because they had utilities in their names too.

It's not like Complainant took out their names out of the phone book and put them on a piece of paper, they are clients of the Respondents as well.

The Complainant excepts to the series of events that costs precious time and energy. Accordingly, Complainant asked this Honorable Court to allow this documentation to be presented as evidence. It has been proven the Respondents committed a fraud with three accounts that were staged by the Respondents as compiled on an non active account at 316 E. 9th St. 2<sup>nd</sup> Fl Rear Chester and were not transferred within the proper dates on sworn testimony by the Respondents that the accounts were. There is omitted Discovery on a fourth account coupled with the actions of the Respondents in the Supreme Court of the State of Pennsylvania during the Appeal and executing a Replevin while on Appeal to the Pa. Supreme Court.. Respondents claim there was no stay on the Replevin but what about Public Utility Commission regulations?

What is disturbing to the Complainant on Page 19 of the Opinion that his words are taken out of context by Judge Fordham while filling out a mass produced form for the Public Utility Commission checking on boxes saying that utility is threatening to shut off my service and incorrect charges are on my bill. The Complainant was merely describing the current bills before 2003 2004 and nothing after 2004 at the Providence Road account and other accounts previously in Complainants name. As discussed in Court anyone could have called the Commission and gave them information without identifying themselves from a posted notice.

Accordingly the Respondents never testified or gave any proof to the Court that they actually contacted the Complainant that these accounts were transferred across different

accounts and that absent that knowledge is another reason that the transfers are invalid. The consolidated accounts are invalid and cannot stand with false testimony. Generally when a misappropriation information of this magnitude on three or four accounts is discovered there is definitely some sort of concerted effort to hide information from the consumer. As a matter of fact on Respondents BCS report on 2336 Providence Ave. Respondents have Complainants mailing address as 2804 S. Union Ave. Exhibit H (Lease and bill to large to include.) Who knows what else Respondent sent there or who was communicating to the Respondents about this account. It was not the Complainant.

The Complainant has shown that the Respondents falsified documents and have given perjured testimony before the Public Utility Commission starting with the production of its Utility Report, the Replevin of meters in violation of the Public Utility Commission rules, the misdirection of the discovery material before the hearing, violations of Public Utility Commission regulation and the blatant transfer of defunct accounts on to an account that was terminated sometime several years before the transfer of those accounts. Perjured testimony is nothing small and in this situation possibly a criminal act and definitely a cause for Dismissal of the action for credibility.

The Complainant believes that he has sustained his burden of proof more than adequately over the Respondents in the situations presented here with the required documentation and it was the Court's responsibility to make sure that the Discovery was delivered in a proper manner or continue the matter and allow Complainants business records into evidence. which would have been appropriate to make sure that there was not a mistrial or a Dismissal in this matter.

## CONCLUSIONS OF LAW

- 1 The Complainant has shown in great detail that there were abnormalities and aberrations both of the judicial process and of the discovery process of this matter that warrant Dismissal.
2. The Complainant has shown in this matter that the Respondents deliberately misrepresented information and knowingly testified to false information before the Court *on the matter of the transfer of accounts which warrants Dismissal for lack of credibility.*
3. The Respondents never completed the required Discovery and refused to Answer Interrogatories which was not communicated to Judge Fordham which warrants Dismissal for misconduct.
4. If the Respondents made an error in account transfer they should have admitted that fact instead of giving perjured testimony which is grounds for Dismissal.
- 5.. The Complainant has shown that the Respondents never informed Complainant about any transfers of any accounts to another account which were inaccurate transfers at the very beginning of this action.
6. The Complainant has shown that the Court was responsible for the absence of judicial equity by allowing the Discovery to be delivered to the wrong address, by not allowing time for the Complainant to go through the material before the trial, which are grounds for a mistrial or Dismissal.
7. The Complainant has shown that the Respondents deliberately violated the rules and regulations of the Public Utility Commission by instituting a writ of seizure and taking

utility meters when termination of the account was not allowed because of the action that was before the Public Utility Commission which are grounds for Dismissal of this action.

8. The Public Utility Commission Court did not colloquy the Complainant on any matter concerning income for a subsequent payment agreement on any amount if any may be due the public utility.

9. The Public Utility Commission is responsible for it's own employees and the credibility of the process they present to the public.

PROPOSED ORDER

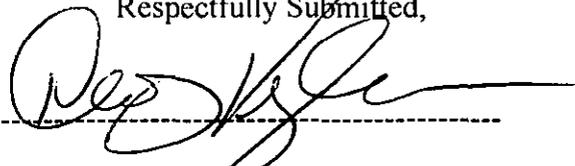
1. That any action brought by the Respondent PECO Energy is hereby Dismissed with Prejudice against Daniel Vermeychuk at docket number C-2013-2388323 in its entirety.

2. That this case is marked closed.

Date: May 20, 2015

-----  
J.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Dan Vermeychuk', written over a horizontal dashed line.

Daniel Vermeychuk



*Mary Ann O'Brien*

A TRUE COPY  
ATTEST:

SHERIFF

Deputy

Per



DELAWARE COUNTY COURT OF COMMON PLEAS

Docket No. 2013-003745

---

PECO Energy Company  
2301 Market Street, S23-1  
Philadelphia, PA 19103

v.

Daniel V. Vermeychuk and  
Doris Vermeychuk

2336 Providence Avenue, Apt. 1  
Chester, PA 19013

---

**WRIT OF SEIZURE**

---

Lynn R. Zack, Esquire  
PECO Energy Company  
Legal Department, S23-1  
2301 Market Street  
Philadelphia, PA 19103  
(215) 841-6816  
Attorney for Plaintiff

ISSUED  
2014 NOV 13 PM 2:28  
OFFICE OF  
JUDICIAL SUPPORT  
DELAWARE CO. PA.

4  
2 Sides document

FILED

2014 NOV 13 PM 2:11

PECO ENERGY COMPANY  
Plaintiff

v.  
DANIEL V. VERMEYCHUK  
and  
DORIS VERMEYCHUK  
Defendants

OFFICE OF  
HEALTH SUPPORT  
DELAWARE CO. PA.

COURT OF COMMON PLEAS  
OF DELAWARE COUNTY

OFFICE  
OF THE SHERIFF OF  
DELAWARE CO. PA.

2014 NOV 14 PM 12:12

RECEIVED

NO. 2013-003745

**WRIT OF SEIZURE**

TO THE SHERIFF OF DELAWARE COUNTY:

1) You are directed to gain access to Utility Meters 015637046 and 105306181 (the "Meters") owned by PECO Energy Company located at 2336 Providence Ave., Apt. 1, Chester, PA 19013.

2) You are directed to contact counsel for PECO Energy Company, Khadijah Scott, Esquire, at (215) 841-4761, at least five (5) days in advance of the date and time when access will be attempted, so that a PECO Energy representative can remove and take possession of the Meters.

3) If the premises are locked, you are directed to utilize the services of the locksmith to be provided by PECO Energy and break in by force, for the purpose of taking manual possession of the Meters.

4) If the Property is found in the possession of anyone not already a defendant, you are directed to add him as a defendant, and notify him that he has been added as a defendant and is required to defend the action.

*Angela L. Martinez*

PROTHONOTARY

Angela Martinez

By: *[Signature]*

Date of Writ: November 12, 2014

2 Sided document

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**DANIEL VERMEYCHUK** :  
    **Complainant** :  
 :                   **Docket No. C-2013-2388323**  
 :  
    **v.** :  
 :  
**PECO ENERGY COMPANY** :  
    **Respondent** :  
 :

**COMPLAINANTS REQUEST FOR  
PRODUCTION OF DOCUMENTS**

Pursuant to the applicable rules of Pennsylvania Rules of Civil Procedure, the Complainant, Daniel Vermeychuk requests that the Respondent, PECO Energy Co. produce for inspection and copying, the following documents. Said documents are to be produced to the Daniel Vermeychuk, at P.O. Box 305, Wallingford, Pa. 19086, or by appointment, within (30) thirty days after service of this Request. The requested items may be produced at any time mutually agreeable to counsel within ( 30) thirty days, and in lieu of appearing in the office of the undersigned, you may submit true, correct and legible copies of the requested items by mail. This request is continuing up to and including the time of the hearing.

**DEFINITIONS**

The following definitions shall apply herein:

1. "Person" or "persons" means a natural person, corporation, partnership, unincorporated

**DOCUMENT REQUEST # 11:**

Any and all records, documents and evidence in your possession, or the possession of your attorney or any other representative, which were obtained from and prepared by the Complainant's who are serving this request for production of documents and all other persons who are witnesses in this hearing.

**DOCUMENT REQUEST # 12:**

Establish a chain of custody of all records, documents in your possession, **OR** the possession of your attorney or any other representative which include the names, addresses and phone numbers and titles of all individuals involved in the custody of this material.

**DOCUMENT REQUEST # 13:**

Provide a copy of Respondents statement under Pennsylvania Code, Chapter 56, 56.152(3) to the Pennsylvania Public Utility Commission that the Respondent will not terminate service as long as the requirements of the public utility commission are met.

**DOCUMENT REQUEST # 14:**

Under Chapter 56, 56.202, copies of all the maintenance records for all the meters used in this hearing. Including but not limited to, all the dates that they were read, replaced, or tested. Also requested is the location of the meters at this time.

6.

**DOCUMENT REQUEST#15:**

Copies of all the reconnection fees charged on every account up to and including 2336 Providence Ave., and the amount of those fees charged and whether or not they are within public utility commission rules.

**DOCUMENT REQUESTS # 16;**

Records of the billing frequency at 2336 Providence Ave. and all of the billing procedures for nonresponsive accounts, or nonpayment accounts in excess of three months. Any material or records of the billing frequency for 2336 Providence Ave. apartment A for the last eight years.

**DOCUMENT REQUESTS # 17:**

Dates and copies or any records showing mailings to the tenants of 2336 Providence Ave. informing the tenants of a disconnection of service because of the landlord's failure to pay.

**DOCUMENT REQUESTS #18:**

Any and all documentation prepared for or used in anticipation of the hearings held and Delaware County Court of Common Pleas over the course of this litigation.

7.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**DANIEL VERMEYCHUK**  
Complainant

:

v.

:

**DOCKET NO: C-2013-2388323**

**PECO ENERGY COMPANY**  
Respondent

:

:

**INTERROGATORIES OF  
THE COMPLAINANT**

Demand is hereby made that you Answer the following Interrogatories under oath, pursuant to PA Code, Title 52 chapter 5, Formal Proceedings, Discovery, within 30 days of service here of. The Answering Party is under a duty to supplement their response under the following conditions.

The party must supplement their response with respect to any question, directly addressed to the identity and location of persons having knowledge of discoverable matters and the identity of each person expected to witness at trial.

A party for expert witness must the men a prior response if he obtains information upon the basis of what it is inaccurate.

This matter is the culmination of several accounts. Name each account that this matter includes.

- A. After each account, please provide the dates that each account runs, from the date the account started until that total amount is transferred to another account. What is the total amount of transfer and how old is that account amount transfer, with the last payment date and the relevant dates of the transfer and account closure.
- B. For each account, describe whether the amount due was for gas or electric and how much the charge was for gas and electric separately
- C. For each account, describe what the accounts primary use was, heat, hallway, or hot water.
- D. For each account how much were the penalties and interest from the start of the accounts transferred until the date today January 1, 2014.

2.

- C. Were any accounts amounts transferred more than four years old? How many?

How much were the excess charges?

- A. For the account at 2336 Providence Ave., what date was last payment made?
- B. Why is this account still in the Complainants name after how many years of nonpayment ?
- C. What made the Respondents believe that Complainant was still using said account and knew the account was still being used in his name?

3.

- D. After how many years of nonpayment, Respondents did not attempt to verify the use of this account in the Complainants name?
- E. From the date of the last payment on the account and 2336 Providence Ave. first floor until January 1, 2014 how much does the Respondent claim that Complainant owes on this account, and further why is the excess of four years charges being included in Respondent's claim?
- F. Why wasn't this account terminated after the first three months of nonpayment according to Public Utility Commission rules and bylaws?

3. Where any amounts in this litigation previously litigated in any matters shape or form?

4. Why were these accounts, first of all not the subject of collection efforts years ago or terminated before unmanageable delinquencies occurred? Is this in

4.

direct contradiction of the Public Utility Commissions mission statement which requires these rules to be followed so that unmanageable delinquencies would not occur?

5. For each account please state the total number of meters, the meter numbers, and whether they were gas or electric meters.

6. For each meter, tell when the meter was in service and when that meter was taken out of service.

7. For each meter and each account tell when that meter is tested for accuracy or if it ever was tested for accuracy.

8. For each meter in each account, if the meter wasn't tested for accuracy give the

5.

location of each meter so they may be tested.

9. For each meter tested for accuracy, supply the paperwork for the results of each test.

10. For each meter not tested for accuracy please reply as to why it hasn't been tested and whether or not that complies with the Pennsylvania Public Utility Commissions Rules.

11. Whether copies of all the original billings in this matter are available, if so please provide and if not any other records available.

12. Please provide the dates for all meter readings, for all accounts , for all monies trying to be collected in this matter.

6.

13. Please explain whether the billing at 2336 Providence Ave. was handled according to PUC regulation 56.100 (f)

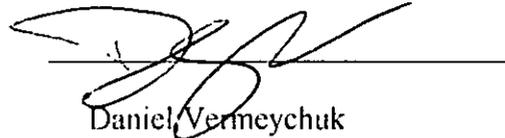
- 1. A posted notice of termination,
- 2. A mailed notice to the tenants of termination,

3. And any other mandated procedure under 56.152 (3).
4. If so please provide the documentation that shows that these matters were handled under Public Utility Commission rules.

7.

14. Did you file a utility report under the public utility commission rule 56.152(3) and provide a statement that service cannot be terminated as long as all conditions or requirements were met under the PUC rules? If so please provide a copy. As an additional matter, please provide a copy of this utility report separate from this request as required if asked for under the public utility commission rule as soon as possible .
  15. Explain why you believe the billing at 2336 Providence Ave., Apartment A-1 was properly billed. Under what criteria do you use?
  16. Explain why you believe that the Respondent was responsible for the use of these utilities?
  17. Does the account and 2336 Providence Ave. have an AMR meter?
- 8.
18. For the account at 2336 Providence Ave. please state the date, the time, and the place of the termination notice posting and provide copies of:
    - A. The reason for the termination,
    - B. A statement of the amount due,
    - C. A statement of the reconnection fee,
    - D. A statement of the deposit that may be due that was filed with the Public Utility Commission.
  19. Please provide the answers to the interrogatories and any relevant documentation that would explain or give relevant information with any answer or reference that may be required within the next 30 days of the date of the mailing of these interrogatories under the rules of the Pennsylvania Public Utility Commission.

Respectfully submitted,



Daniel Vermeychuk

# YOUR GAS/ELECTRICITY HAS BEEN SHUT-OFF

(AVISO DE SUSPENSIÓN DE SERVICIO  
For PECO Energy Charges Only)

Customer: DANIEL V VERMEYCHUK  
Address: 316 E 9TH ST 2ND RR  
CHESTER, PA 19013

Date: 04/24/2008

Account: 24944-18008

## WE SHUT OFF YOUR GAS/ELECTRIC SERVICE BECAUSE:

You did not pay your past due bill.

Other: \_\_\_\_\_

TO HAVE YOUR SERVICE RESTORED, CALL OUR OFFICE AT 1-888-480-1533.

You must contact us after your payment has been made to be sure you've met all conditions to have the service turned back on and to arrange access to your premises.

You must pay the following before we can restore your service:

- Past Due Amount of \$ 1,002.88 and
- Deposit Past Due Amount of \$ .00
- Agreement Unbilled Balance \$ .00
- \*\*Total \$ 1,002.88

Reconnection Charge(s) Noted: Electric-\$70 / Gas-\$80 / Water-\$20 / Tap Cut-\$250  
Major Work-\$250 / Other-\$ \_\_\_\_\_

You may be required to pay any additional bills that have become past due to restore your service.

\*\*Once your service is restored, a Reconnection charge will be billed to your account. Any additional shut-off work may increase your Reconnection charge from \$70.00 per meter to a maximum of \$1,560.00 total.

### WE MAY BE ABLE TO QUICKLY RESTORE YOUR UTILITY SERVICE IF:

- o Someone in your home is SERIOUSLY ILL. Read the MEDICAL EMERGENCY NOTICE below.
- o Your income is at or below 250% of the Federal Poverty Guidelines per the chart on the back of this notice and call us at 1-888-480-1533.

#### MEDICAL EMERGENCY NOTICE

Let us know if you or anyone presently and normally living in your home is SERIOUSLY ILL. WE WILL NOT SHUT OFF YOUR SERVICE during such an illness provided you:

1. Have your licensed physician or nurse practitioner certify by phone and in writing that such an illness exists and that it may be aggravated if your service is shut off. This certification must be followed by written notification with 7 days.
2. Make arrangements to pay this bill. You must provide us with household income and occupant information to determine your payment terms while protected under the medical certification.

SEE OTHER SIDE FOR MORE INFORMATION

PECO Energy Company's Business Office hours are Monday through Friday, from 8:30 a.m. to 5:00 p.m. Our business office is located at: 2301 MARKET STREET, PHILADELPHIA, PA 19103.

TO PAY BY CREDIT CARD OR CHECK BY PHONE, CALL 1-877-432-9384.

B

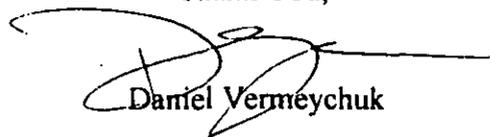
PECO Energy  
Customer Service Department  
2301 Market Street  
P.O. Box 8699  
Philadelphia, Pa. 19101-8699

October 1, 2004

Dear PECO,

Please discontinue service at 2336 Providence Avenue Apartment 1, Chester, Pa. 19013 in my name. The other tenants in the building will be contacting you to put the service in their name as per agreement for the First Floor by the next billing. Thank You.

Thank You,



Daniel Vermeychuk

G

2009-06-26	09:13:03	MS01	75569303	1	peco resolution team mailbox: acct has PUC opened in ref to
2009-06-26	09:13:03	MS01	75569303	2	balance decision issued Res team no longer following
2009-06-24	10:13:11	MS38	311674113	1	Request for closing and account update sent to Puc / Ruby Li
2009-06-24	10:13:11	MS38	311674113	1	disc only
2009-06-24	10:13:11	MS38	311674113	2	die- Tim Hoerner(PUC) is now working this case
2009-06-24	14:23:36	AR42	725427633	1	PUC DECISION BCS#2516320 CASE DISMISSED... CUST HAD PAYMENT
2009-06-24	14:23:36	AR42	725427633	2	ARRANGEMENT MADE THROUGH A COURT DECISION AND CUST BROKE THE
2009-06-24	14:23:36	AR42	725427633	3	T AGREEMENT... NO PUC TERMS WILL BE GIVEN PUC rights not giv
2009-06-24	14:23:36	AR42	725427633	4	en to customer. Customer Satisfied-NO.

2009-04-13	11:41:31	AR42	497846131	1	puc case #2516320--suspend \$36,253.57 --requesting case be v
2009-04-13	11:41:31	AR42	497846131	2	oid per 6OF(Reg Mgr)
2009-04-08	14:41:08	MS08	651621801	1	THIS CUSTOMER WAS CONVERTED FROM THE LEGACY CIS SYSTEM
2009-04-08	14:41:08	MS08	651621801	1	COLLECTION INITIATIVE..LEGAL IS HANDLING ACCT..OWNER..MULTIF
2009-04-08	14:41:08	MS08	651621801	1	Disconnect Notice Deferred Agreement Default
2009-04-08	14:41:08	MS08	651621801	2	LE PROPERTIES..THIS ACCT SHOULD BE HOME BUSINESS, NO RESIDEN
2009-04-08	14:41:08	MS08	651621801	3	TICAL.HOME ADDRESS 106 COPPLES LANE, WALLINGFORD PA, 19086
2009-04-01	08:57:27	MS08	66379727	1	MAILING ADDRESS ENTERED AS: <u>2504 S UNION AVE UNIT 2R</u>
2009-04-01	08:57:27	MS08	66379727	1	there is a rate difference or business//custs td didnt want t
2009-04-01	08:57:27	MS08	66379727	2	transfer now and will cal later//gave number to customer serv

H

K

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DANIEL VERMEYCHUK  
Complainant

:

:

DOCKET NO: C-2013-2388323

v.

:

PECO ENERGY COMPANY

:

CERTIFICATION OF SERVICE

I, Daniel Vermeychuk, hereby certifies that a true and correct copy of the foregoing  
Exceptions was sent to the following by US First-Class Mail on the date set forth below.

Ms. Khadijah Scott Esquire  
2301 Market Street S-23-1  
Philadelphia, Pa. 19103

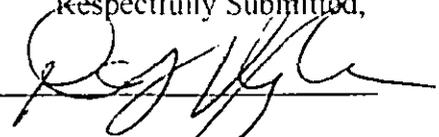
Ms. Rosemary Chiaetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, Pa. 17120

Administrative Law Judge Cynthia Williams Fordham  
Pennsylvania Public Utility Commission  
801 Market Street, Suite 4063  
Philadelphia, Pa. 19107

Date:

5/19/15

Respectfully Submitted,



Daniel. Vermeychuk

**RECEIVED**

MAY 19 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

D. Verry duke  
P.O. Box 305  
Wallingford, Pa  
19086



**UNITED STATES POSTAL SERVICE**  
1000

**U.S. POSTAGE PAID MEDIA, PA 19063 MAY 19, 15 AMOUNT \$1.30**  
00105785-11

**Certificate of Mailing**  
This Certificate of Mailing provides evidence that mail has been pre-sorted to USPS® for mailing. This form may be used for domestic and international mail.

From: D. Verry Duke  
P.O. Box 305  
Wallingford Pa 19086

To: Mrs. Rosemary Chatta  
PUC - Commonwealth  
401 North Street 2nd Fl  
Harrisburg, Pa. 17120

PS Form 3817, April 2007 PSN 7530-02-000-9065

Mrs. Rosemary Chatta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth KeyStone Building  
400 North Street, Second Floor  
Harrisburg, Pa. 17120

\* CD Inside \*