

7/18/2016

Secretary
PA Public Utility Commission
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Commonwealth Keystone Building, 2nd Floor
Harrisburg, PA 17120

Shawane Lee
PECO Legal Department
2301 Market St. /S23-1
Philadelphia, PA 19103

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JUL 18 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Samuel Girondo
Complaint
V.
PECO Energy Company
Respondent

Docket No. C-2015-2511403

EXCEPTIONS

INITIAL DECISIONS

Before
Cynthia Williams Fordham
Administrative Law Judge

The Complainant alleged that the Respondent terminated his service after he made the payment to prevent service termination. The Respondent presented evidence to show that it complied with the applicable termination requirements. The Complainant's service was restored prior to the hearing. The Complainant failed to show that the Respondent has billed him incorrectly. Therefore, the complaint is dismissed.

FINDINGS OF FACTS

24. The Respondent sent the Complainant a ten-day shut of notice, dated September 9, 2015, for the past due amount of \$101.32, effective September 23, 2015.

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25. The shut off noticed contained the following language: "We will NOT shut off your electric/gas service if you do ONE of the following: pay \$101.32 in full before September 23, 2015..."

The Complainant has documented proof stating that the electric would NOT be shut off and therefore should have NEVER been shut off. At the very minimum, PECO should have had the courtesy of providing an explanation as to why his electric was terminated.

29. The Respondent sent the Complainant a ten-day termination notice on September 14, 2015, requesting that the Complainant pay \$2,937.93 by September 28, 2015.

THE FACT IS, A SHUT-OFF NOTICE DOES NOT EXIST FOR SEPTEMBER 14, 2015 FOR \$2,937.93. PECO BROUGHT ZERO EVIDENCE OF SUCH EXISTING DOCUMENTATION TO THE FORMAL HEARING ON FEBRUARY 9, 2016.

30. The Respondent made a 72-hour telephone call to notify the Complainant of the proposed termination and left a message with an adult on September 18, 2015, at 6:31 p.m.

The Complainant did receive a 72-hour notice on September 18, 2015 which would correspond with the \$101.32 payment due on September 23, 2015.

The Respondent said that the 72-hour notice made on September 18, 2015 at 6:31 p.m. was a notice for a shut-off date of September 28, 2015 which DOES NOT correspond at all with a shut-off for the date of September 28, 2015 which DOES NOT EXIST!!!!

This further establishes there was no shut-off notice for September 28th, 2015. They DID NOT, and COULD NOT show proof of its existence in court.

I also refuted the testimony, character, and the integrity of PECO witness Ms. Migliacco said in court I only attempted to settle energy crises with only 2 phone calls to PECO. I sent my phone records to the PUC committee that showed 16 calls made to PECO, the other phone company I (Safe Link) used to call PECO wanted a court order for records. (OVER 40 CALLS WERE MADE TO ATTEMPT TO SETTLE THIS CRISES)

The Respected Investigator CLEOTILDE FLORES for my Informal Complete, FIRMLY RECOMMENDED I PURSUE MY CASE. She never gave me a reason why, all she said was " I CAN NOT ORDER PECO TO TURN ON YOUR POWER AT MY LEVEL".

I find it unbelievable that any committee WOULD NOT REPRIMAND a company for not giving the consumer any opportunity to show his documentation, as well as NOT PROVIDING ANY DOCUMENTATION FOR A JUSTIFIED, LEGAL SHUT-OFF. I do not believe any consumer would feel any differently than myself. NOR DO I BELIEVE ANY COMMITTEE WOULD ALLOW A COMPANY GET AWAY WITH A VIOLATION OF A CONSUMERS RIGHT!!!

14. THERE IS NO DOUBT! PECO HAS SERIOUS ISSUES IN THERE BILLING DEPARTMENT , THAT IS NOT BEING DELT WITH YET!!! TO THIS DAY PECO DOES NOT KNOW WHERE THE DOLLAR

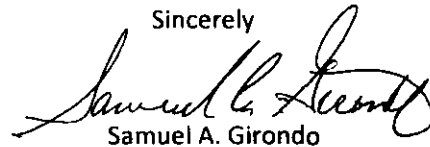
AMOUNT OF \$101.32 BILL CAME FROM!!!
I AM SENT A BILL EVERY MOUNTH, AND I PAY THAT BILL THEY SENDT ME IN THAT SAME
MOUTH! WHY ARE THE NUNBERS NOT MATCHING UP? MY September 2015 bill for \$101.32
WAS THAT NUMBER PULLED OUT OF A HAT?

DISCUSSION

In this proceeding the Complainant is the proponent of a rule or order. Therefore, the Complainant bears the burden of proving the preponderance of the evidence that the Respondent has violated the Public Utility Code or a regulation or order of the Commission. The Complainant must show that the utility is responsible or accountable for the problem described in the complaint.

At the Formal Hearing on February 9, 2016, proof was given before the Honorable Judge Cynthia Williams Fordham that the Respondent had in fact billed the Complainant incorrectly. The Respondent, rather than take attention to the unquestionable discrepancy with consumer, the Respondent totally ignored his hand held shut-off notice, and DEMANDED \$2,937.93
The Complainant spent hours contacting PECO, but any and ALL discrepancies were unsettled due to PECO's REFUSAL to have dialogue with the Complainant and their unwillingness to review any documentation or proof that the Complainant had possessed. PECO was unwilling to provide any detailed information, instead demanding payment then ILLEGALLY TERMINATED MY POWER FOR A TOTAL OF 46 DAYS!!!!!!!

Sincerely



Samuel A. Girondo

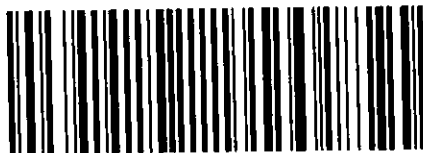
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Secretary

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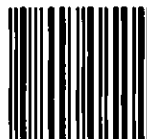
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