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COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

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NEIL H. STEIN

v.

PECO ENERGY COMPANY
Service Dispute. Initial
hearing.
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Docket No.
Z-01182234

MAR 08 2004

Pages 35 through 129

Hearing Room 1
State Office Building
1400 Spring Garden Street
Philadelphia, Pennsylvania

Thursday, January 29, 2004

Met, pursuant to notice, at 10:20 a.m.

BEFORE:

CYNTHIA W. FORDHAM, Administrative Law Judge

APPEARANCES:

NEIL STEIN, Esquire
40C Caranel Circle
Narberth, Pennsylvania 19072-1202
(Complainant/Pro se)

PRIYA SANKAR, Esquire
Exelon Business Services Company
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Philadelphia, Pennsylvania 19101-8699
(For the Respondent/PECO Energy)

Y.M.

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<u>WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
Neil Stein	40	49	--	--
Teresa Anne Ferrier	55	83	119	121

E X H I B I T S

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<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>Complainant</u>		
✓ No. 1 (Ltrs. to PECO)	44	54
No. 2 (8/26/02 ltr.)	46	54
✓ No. 3 (Weather Bureau doc.)	49	54
<u>PECO</u>		
✓ No. 1 (Billing statement)	127	127
✓ No. 2 (Vendor account Inquiry)	127	127
✓ No. 3 (BCS Decision)	127	127

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P R O C E E D I N G S

1
2 ADMINISTRATIVE LAW JUDGE CYNTHIA FORDHAM: I'm
3 Administrative Law Judge, Cynthia Williams Fordham, and this
4 is the time and place for hearing in the matter of Neil H.
5 Stein versus PECO Energy Company at Docket No. Z-01182234.

6 I note for the record the appearance of Priya
7 Sankar, Esquire on behalf of PECO Energy Company and Neil H.
8 Stein, Esquire pro se.

9 This is a hearing in the matter relating to the
10 complaint filed by Mr. Stein. An Answer was filed by PECO
11 and the hearing was originally scheduled for Wednesday,
12 June 18, 2003. At the beginning of the hearing, the
13 proceeding was changed to a prehearing conference and we
14 discussed a number of things including discovery and
15 potential witnesses for the hearing. After which you
16 indicated that there would be a hearing later on during the
17 year 2003.

18 I sent a letter to the parties dated October 1st,
19 2003 indicating that I had requested the hearing to be
20 scheduled. By hearing notice dated October 10th, 2003, the
21 hearing was scheduled for today. By correspondence dated
22 January 14, 2004, I reminded the parties of today's hearing
23 and indicated that I hope the discovery had been completed
24 without any problems. I received correspondence from
25 Ms. Sankar dated January 22nd, 2004 indicating that the

1 discovery process had been completed without problem.

2 During today's hearing, we will have first
3 Mr. Stein testify and present any evidence that he has
4 regarding his case. Then you will have -- after his direct
5 testimony, we will have cross-examination by Ms. Sankar.
6 After she's finished with her cross-examination, if
7 Mr. Stein has anything further, he may say it at that time.
8 After his case is completed then, Ms. Sankar will put on her
9 case and Mr. Stein will have the opportunity to
10 cross-examine Ms. Sankar's witness.

11 Any questions that I ask are designed to make sure
12 that the record in this case is complete. After today's
13 hearing, I will review the transcript that's being produced
14 and any exhibits that are entered into evidence and write a
15 Decision which will be issued from the Harrisburg office.
16 If either party objects to my Decision, you can file
17 exceptions and the full Commission will review. If no
18 exceptions are filed and the Commission does not review my
19 Decision, it will become final by operation of law and
20 you'll receive notification of that.

21 Are there any questions before we begin? Hearing
22 none, Mr. Stein, would you take the witness stand. You can
23 take your documents with you.

24 MR. STEIN: You want me to sit over there?

25 JUDGE FORDHAM: Yes. I need to swear you in

1 before you sit down. Please raise your right hand.

2 Whereupon,

3 NEIL H. STEIN

4 having been duly sworn, testified as follows:

5 DIRECT TESTIMONY

6 JUDGE FORDHAM: You may be seated. Would you
7 state your full name and address for the record.

8 THE WITNESS: Neil H. Stein, home address 400
9 Caranel Circle, Narberth, Pennsylvania 19072.

10 JUDGE FORDHAM: Thank you. You may proceed,
11 Mr. Stein.

12 THE WITNESS: Thank you. This case really
13 started July 1st '02. I had been with my son who had broken
14 his leg and we both had doctor's appointments and when we
15 returned, could not open the garage and found that the
16 electricity had been turned off and that's why the garage
17 wouldn't open. When I called and I found out why, they said
18 that I owed them money and it was a horrific day. The
19 temperature was in the 90s. The heat index July 1st was 102
20 and at that time. In fact, the next day July 2nd, it
21 went -- the temperature went up to 99 degrees and
22 July 3rd, the temperature went up to 100 degrees. That's
23 not the heat index. The heat index was much higher in both
24 cases.

25 I talked to four individuals who I thought were

1 employees from PECO and as a result of the conversations
2 because I don't want to go into hearsay, as a result of the
3 conversations, I found that they knew that there was a
4 letter from the doctor, my doctor, about the health
5 situation and that I could not have the doctor call them.
6 They wouldn't accept his call. I did have -- I did tell my
7 doctor to call and as a result of his calling, I found out
8 that they wouldn't accept his call. Of course I didn't know
9 and he didn't know at that time that these were not
10 employees of Philadelphia Electric Company, but a collection
11 services called NCO. I don't know what that means.

12 JUDGE FORDHAM: Before you go forward, you
13 indicated that you went to the doctor. Could you tell me
14 what time you left home and what time you got back
15 approximately?

16 THE WITNESS: I left the home about 12 and I got
17 home approximately 3:30 I think it was. 3:30 quarter of
18 four, somewhere in between there.

19 JUDGE FORDHAM: You may proceed.

20 THE WITNESS: Okay. In my conversation, I can say
21 what I said, I told them I didn't understand why the
22 electricity had been turned off without prior notice to me
23 and as a result of that conversation, I was advised to the
24 effect that a notice had been sent, but was never received
25 by me, by my household, nor were there any telephone

1 messages. Of course no one is home -- my wife at that time
2 was in Slom Ketering (ph) up in New York. It's a cancer
3 Center, so she wasn't home at all. I was told that the
4 service would be turned on if I paid the full -- the amount
5 owed which I didn't know what it was. I had problems at
6 that time and still do at times with short-term memory
7 problems and that was told to them by the doctor and also I
8 have insulin in the refrigerator because I'm diabetic and
9 they knew that.

10 They also said there was another \$800 and some
11 odd dollars for a security deposit which I had never heard
12 of and since I have been with Philadelphia Electric Company
13 since being my first homeowner in the 1970, I don't recall
14 ever seeing a contract from them at that time when I first
15 became a member of policies relating to security deposits.

16 I begged the people to -- I gave them payment over
17 the phone and they made me call back to see whether or not
18 it would clear which I knew it would and I begged them to
19 have somebody come out and turn on the electricity and they
20 said -- one woman said to me that she would do her best, but
21 they work until eight o'clock and after eight o'clock they
22 don't work anymore and it's a first come, first-serve
23 basis.

24 I found it improper to turn off electricity when
25 it's over the temperatures with the heat index over 100

1 degrees. I found it improper to turn off electricity when
2 they knew there was a doctor's medical letter in their
3 file. I thought that if payment was made within two hours,
4 under protest two hours of turning off the electricity, it
5 should be reciprocal turning back on especially when there
6 were four hours to go -- or three hours to go in a day and
7 it was getting hotter. They waited 20 hours to turn it on
8 and needless to say, the house although we slept in the
9 basement, it was still very hot. It was hotter inside than
10 it was outside and, of course, all the food stuff defrosted
11 and I had to get rid of it. It was about \$328 in food and
12 stuff and medicine.

13 I found that the people on the phone that I talked
14 to were never not very helpful. I also was charged a
15 restoration fee which I don't know why. I was charged a
16 restoration which exceeded the fee charged to new customers
17 who are being installed for the first time. I find that the
18 security deposit is really punitive. It doesn't give them
19 assurances for anything and I tested it again to see what
20 would happen and again they wanted a security deposit of
21 over \$1,000. This is later.

22 I was told as a result of my conversation, I was
23 clearly informed that if I made that payment right then and
24 there, the service would be restored that day and that's why
25 I called back continuously and it never was restored. In

1 the house on the thermometer it reached 112 and I asked
2 Mrs. or Ms. -- counsel, I'm afraid to pronounce her name
3 wrong.

4 MS. SANKAR: Priya.

5 THE WITNESS: Priya Sankar. For copies of all
6 correspondence that I sent to her employer, the Philadelphia
7 Electric Company, and she said they couldn't find any and I
8 have some of the items of correspondence that I sent and I'm
9 going to hand to the judge and also Priya copies, but I
10 would like to give the date of these on the record.

11 JUDGE FORDHAM: Okay.

12 THE WITNESS: And I'll consider them all as one
13 exhibit.

14 JUDGE FORDHAM: Complainant Exhibit-1?

15 THE WITNESS: Yes.

16 (Whereupon, the documents were marked as
17 Complainant Exhibit No. 1 for identification.)

18 THE WITNESS: These letters have nothing to do
19 with today's -- the issue of today's hearing. In other
20 words, it's not about what happened on July 1, except for
21 the letter concerning the doctor. But I want to show that
22 there was correspondence sent to PECO and they can't produce
23 it.

24 JUDGE FORDHAM: Okay.

25 THE WITNESS: July 22, 1996, March 11, 1996,

1 August 20th, 1996, December 19, 1996, February 24th, 1997
2 and February 25, 1997 which by the way, that particular
3 letter enclosed a letter from our doctor, Robert Weiss, of
4 191 Presidential Boulevard, Bala Cynwyd, April 12, 2000.
5 That's exhibit one and I want to give Priya a set. If
6 you'll just bear with me, I can give her same.

7 JUDGE FORDHAM: Okay. Do you have copies also for
8 the court reporter?

9 THE WITNESS: I do. Whatever the PUC does, I was
10 advised that there would be an investigator whose name
11 happened to be Mr. Gonzalez. Maybe Your Honor is familiar
12 with him, but I never met him. I called him and wrote to
13 him and I never received a response. He said -- he wrote
14 that he made an investigation and just dealt with the money
15 and the issue was not the money. I'm not talking about the
16 security deposit, I'm talking about the billing.

17 I never opposed or disputed the amount they
18 claimed that I didn't pay. That is not -- that has never
19 been disputed. What was disputed was the procedure and the
20 security deposit. So Mr. Gonzalez, I don't know what
21 investigation he made, but I do know the PUC -- that PECO
22 sent him by fax reports and information. But Mr. Gonzalez
23 if he's an investigator never came to me and never
24 approached me to find out what my position was and what was
25 going on. I think that was improper. It's as if there's a

1 tie-in between the PJC and PECO when there shouldn't be. It
2 shouldn't be one way. It should be a two-way street. If
3 Mr. Gonzalez if he's an independent investigator should say
4 to me what is the problem and I'm sure Your Honor has a copy
5 of his report, but his report just dealt with billing and
6 that's all.

7 I wrote to Mr. Gonzalez on August 26th and I
8 never, ever received a reply. I would just like to without
9 burdening the record, I would like to read in my letter.

10 JUDGE FORDHAM: August 26th of 2002?

11 THE WITNESS: Yes.

12 JUDGE FORDHAM: Okay. If you would like, we could
13 put that in as an exhibit.

14 THE WITNESS: Okay. I'll get you copy. Do you
15 have a copy of this letter?

16 MS. SANKAR: No, I do not.

17 JUDGE FORDHAM: This will be Complainant Exhibit-2.

18 (Whereupon, the document was marked as
19 Complainant Exhibit No. 2 for
20 identification.)

21 THE WITNESS: Do you have a copy of the report
22 that this letter refers to?

23 JUDGE FORDHAM: I'm looking now. The only way I
24 would have it is if Ms. Sankar attached it to her Answer and
25 I don't believe it was attached to the Answer.

1 MS. SANKAR: Let me just take a look.

2 THE WITNESS: I think I have one somewhere.

3 MS. SANKAR: It's going to be part of the exhibits.

4 JUDGE FORDHAM: Excuse me? That would be one of
5 your exhibits?

6 MS. SANKAR: Yes, I do have a copy of the
7 Decision.

8 JUDGE FORDHAM: Okay.

9 MS. SANKAR: But I do not have a copy of this
10 letter. I just have the Decision itself.

11 THE WITNESS: Well I think that was -- that letter
12 was written before Ms. Sankar was involved in this case.

13 JUDGE FORDHAM: Right.

14 THE WITNESS: Do you want a copy of that?

15 JUDGE FORDHAM: Okay. PECO is going to present a
16 copy of one of their exhibits. If you would like them to
17 distribute that at this time.

18 THE WITNESS: No. No. As long as it's in there
19 because the letter of August 26th deals directly with that
20 letter.

21 JUDGE FORDHAM: Right.

22 THE WITNESS: That letter -- his report is --
23 doesn't address the issues that I raised at all. It just
24 tells you you have to pay so much a month. It's a budget.
25 I had already paid. This was dated August 21, 2002 and it

1 was turned off July 1st. I had already paid July 1st, so I
2 didn't need a budget. I just don't remember paying. But no
3 matter what it said, there was no letter, telegram, any
4 other communication to my household advising that this would
5 occur and there were no phone calls with messages left
6 despite what any computer may say. I just want to check.

7 I think I indicated to Your Honor that when I had
8 four conversations with the individuals who worked for NCO,
9 I believe that they were instructed by whom, I'm not saying
10 PECCO instructed them, but somebody instructed them not to
11 tell the customers the truth in the sense that I was told,
12 clearly told, that if it was paid, they would rush the
13 restoration because of the medical situation. They would
14 rush it right through and they did not do that and I think
15 they purposely and maliciously lied to me.

16 I was also advised as a result of my investigation
17 that an initial connection for a new customer is only \$6,
18 but it cost \$60 to have it reconnected -- to have the
19 service turned on again when it's terminated. There is no
20 wires to run, there's not anything to run and I find that to
21 be confiscatory and punitive.

22 I also objected to the fact I think I indicated
23 that they would not accept the physician's call and would
24 not consider any medical situation that they knew of and
25 that's all I have to say Your Honor. I want to get just a

1 moment before I get bombarded by Ms. Sankar to give the
2 court reporter copies.

3 JUDGE FORDHAM: Sure.

4 THE WITNESS: Make sure I have it right. The only
5 one thing I don't have -- I do have another exhibit. These
6 are for you. I don't seem to have a third copy of my letter
7 to Mr. Gonzalez, No. 2.

8 JUDGE FORDHAM: Okay. We'll make sure.

9 THE WITNESS: This is from the weather bureau.
10 It's from the Internet, off the Internet. It shows the
11 temperatures at the Philadelphia International Airport on
12 July 1st, 2002 and the heat index is indicated on the right.

13 JUDGE FORDHAM: This will be marked Complainant
14 Exhibit No. 3.

15 (Whereupon, the document was marked as Complainant
16 Exhibit No. 3 for identification.)

17 THE WITNESS: I have nothing further, Your Honor.
18 I'm ready to be questioned.

19 JUDGE FORDHAM: Ms. Sankar, do you have any
20 cross-examination?

21 MS. SANKAR: I just have a few questions.

22 CROSS-EXAMINATION

23 BY MS. SANKAR:

24 Q. Mr. Stein, can you tell me what type of health
25 conditions your family has.

1 A. My wife has cancer and she had cancer -- at the time
2 she wasn't there. At that time she was being treated.
3 Unfortunately as of this moment, Ms. Stein developed a
4 glioblastoma, a multi-forma Type 4 which is a malignant
5 tumor in the brain and Mrs. Stein is no longer working and
6 has been home now under Hospice care and she had surgery in
7 July. She had seven weeks of radiation. I'm talking July
8 '03. Seven weeks of radiation. They did another MRI on
9 December 30th which showed that the -- and she's on
10 experimental drugs called Arisa which is an inhibitor. It's
11 supposed to send a signal to the tumor cell not to divide.
12 But the post radiation MRI which was six weeks after
13 completion of the MRI service indicated that the tumor has
14 grown. The surgeon indicated it would be inhuman for him
15 to operate anymore. I got several opinions and they're all
16 the same and I was told on December 30th she had two to
17 four months. Okay.

18 My son's leg is better. I still have symptoms of
19 my stroke. I had a series of strokes going back from 1995
20 forward. One of the symptoms you hear now is one of the
21 muscles in the larynx doesn't work anymore. So if I talk
22 too much, which I usually do, I get hoarse and I have
23 trouble.

24 My short-term memory is not too good. I have
25 diabetes and I take medicine for that and other than, you

1 know, arthritis here, you know, I think all people should
2 retire at 18 and then go to work at 50. So when they're 50,
3 your body starts to go and this goes and that goes and I
4 have four children and four grandchildren. Two on the way
5 who I feel very sorry for my daughter because her mother is
6 not going to be around.

7 Q. Let me ask you, does your wife now that she's home, is
8 there any medical equipment that she uses that requires
9 electric?

10 A. She has medicine that's in the refrigerator that has to
11 be kept in the refrigerator. There is a pump that is not
12 being used now, but they expect right now if you call on the
13 phone and she answers the phone and say, "Hello, Bobby, how
14 are you?" She says, "Great." Because she has her front --
15 front lobe tumors across the front. So she has what is like
16 a lobotomy which has an effect on your emotion, so she
17 doesn't show any anger, despair. I mean, she knows she's
18 going to die, but there's no emotions attached to it.
19 She is not anxious, not depressed. God made a big mistake
20 what he did, but at least he realized, gave a blessing and
21 put a tumor where it is so she doesn't have any pain or
22 suffering. There is a pump there not hooked up yet, but
23 Hospice brought in case she goes into a coma, they may need
24 it. Hospice is a wonderful organization.

25 Q. What about yourself, do you have any medical equipment

1 that would require electric?

2 A. I have refrigeration for medicine and I don't use
3 any . . .

4 Q. Does anyone else live in your home?

5 A. My son, my youngest son.

6 Q. Does your son have any type of medical condition that
7 would require medical equipment?

8 A. No.

9 Q. In 2002, in July of 2002, did you have an answering
10 machine or a voice mail system?

11 A. I don't remember. Probably did.

12 Q. And July 1st, 2002, when you got home with your son,
13 did you encounter a PECO company representative?

14 A. No. There was nobody there, nobody.

15 Q. Excuse me?

16 A. Nobody was there. I thought the battery in the garage
17 opener was not working.

18 Q. Okay. Looking at your Exhibit 1, Complainant Exhibit
19 1.

20 A. Yes.

21 Q. Now these letters, are these -- do you have the
22 originals?

23 A. No, how can I have the originals, you have the
24 originals.

25 Q. I'm sorry.

1 A. No, these are copies. They're on the computer. I just
2 printed them out.

3 Q. Okay. Did you sign the copies that you sent to PECO?

4 A. Nobody signs copies.

5 Q. I'm sorry, did you sign the originals?

6 A. Of course. In fact, my office usually when you know
7 you get letters from companies that are not signed?

8 Q. Yes.

9 A. My office will not even give them to me, they'll return
10 them and say Mr. Stein will not accept letters that have not
11 been executed.

12 Q. Okay.

13 A. Everybody should do that and people will start signing
14 their letters. Taking a little pride in their authorship.

15 Q. So Complainant Exhibit 1 and Complainant Exhibit 2 were
16 printouts from your computer?

17 A. Yeah. Well they were typed into the computer and
18 printed out from the computer.

19 Q. Okay.

20 A. The computer only prints out what you put in. If you
21 put it in wrong, it's going to come out wrong. If you put
22 in an untruth, it will come out an untruth.

23 MS. SANKAR: Your Honor, I have no other
24 questions.

25 JUDGE FORDHAM: Okay. Do you have any objection

1 to the admission of Complainant's Exhibits 1, 2 or 3?

2 MS. SANKAR: No, I do not.

3 JUDGE FORDHAM: Complainant's Exhibits 1, 2 and 3
4 are admitted without objection.

5 THE WITNESS: Thank you, Your Honor.

6 JUDGE FORDHAM: You're welcome.

7 (Whereupon, the documents marked as Complainant
8 Exhibits Nos. 1, 2 and 3 were received in
9 evidence.)

10 (Witness excused.)

11 JUDGE FORDHAM: Ms. Sankar, you may present your
12 witness.

13 MS. SANKAR: Yes, Teresa M. Ferrier.

14 MR. STEIN: Is she a fact witness?

15 MS. SANKAR: She is a custodian of records. She
16 will serve as a custodian of records.

17 MR. STEIN: That's all?

18 MS. SANKAR: Yes. And she is knowledgeable about
19 certain policies of PECO Energy.

20 MR. STEIN: She's not a fact witness.

21 MS. SANKAR: She will show records. She will
22 present records. She'll support some records and she does
23 have some knowledge of PECO Energy's policies.

24 MR. STEIN: Well I guess I have to object as we go
25 along.

1 JUDGE FORDHAM: Yes, you can object. We'll let
2 Ms. Sankar have direct examination. If you have any
3 objections as we go along, you can object and then you can
4 cross-examine Ms. Ferrier.

5 Ms. Ferrier, please raise your right hand.
6 Whereupon,

7 TERESA ANNE FERRIER
8 having been duly sworn, testified as follows:

9 JUDGE FORDHAM: You may be seated. Would you
10 state your name and business address for the record,
11 please.

12 THE WITNESS: My name is Teresa Anne Ferrier and I
13 work at PECO Energy Company at 2301 Market Street,
14 Philadelphia, PA 19103.

15 JUDGE FORDHAM: You may proceed.

16 DIRECT EXAMINATION

17 BY MS. SANKAR:

18 Q. Ms. Ferrier, what is your position with PECO Energy?

19 A. I'm a regulatory assessor.

20 MR. STEIN: Pardon me?

21 THE WITNESS: A regulatory assessor.

22 MR. STEIN: I thought you said she's custodian of
23 records?

24 JUDGE FORDHAM: Let's go off the record.

25 (Discussion held off the record.)

1 JUDGE FORDHAM: Back on the record. We had an
2 off-the-record discussion about the regulatory assessor
3 position. Ms. Sankar, you may proceed.

4 MS. SANKAR: Okay.

5 BY MS. SANKAR:

6 Q. Ms. Ferrier, how long have you been a regulatory
7 assessor?

8 A. About eight years.

9 Q. And can you describe your duties as an assessor.

10 A. Yes, I review and investigate formal complaints filed
11 against PECO Energy Company to the Pennsylvania Public
12 Utility Commission.

13 Q. Okay. In the course of your employment with PECO, have
14 you had the opportunity to become familiar with Mr. Stein's
15 complaint and account?

16 A. Yes.

17 Q. Ms. Ferrier, can you look at PECO Exhibit-1.

18 A. Yes.

19 Q. Is PECO Exhibit-1 prepared -- I'm sorry. Is PECO
20 Exhibit 1 kept in PECO Energy's ordinary course of business?

21 A. Yes, it is.

22 Q. Does it relate to Mr. Stein's account?

23 A. Yes.

24 Q. Can you explain what PECO Exhibit-1 is.

25 A. Yes, the first seven pages of PECO Energy Exhibit No. 1

1 is a billing statement of the account for the electric and
2 gas covering the period for the bill from January to
3 February of '99 through the most current bill that was
4 rendered. At the bottom of Page 7, you'll see the last bill
5 was up to the December of 2003 reading. If you look at the
6 headings on the billing statement, it does show the period
7 of the bill.

8 MS. SANKAR: Objection, Your Honor. I don't know
9 what the relevance is.

10 JUDGE FORDHAM: The relevance of --

11 MR. STEIN: I'd like an offer of proof. What this
12 has got to do with the relevance of my complaint. Has
13 nothing to do with it all. I acknowledge that as of
14 the July 1st, they were right in their figure, I owed the
15 basic amount. I said that to you. All right. What is this
16 up to December 3. It's totally not relevant and it's beyond
17 everything. It's beyond the scope of the complaint and I
18 object to it.

19 JUDGE FORDHAM: The document does contain
20 information that relates to the complaint. I'm looking at
21 Page 4 of 7 which indicates what happened on July 1st of
22 2003 -- excuse me, 2002.

23 MR. STEIN: I have no objection Your Honor to that
24 page.

25 MS. SANKAR: Your Honor, also this account

1 statement will show an accumulation of a balance --

2 MR. STEIN: It has nothing to do with it, Your
3 Honor. It's just an attempt to prejudice me. This is to
4 indicate that I'm a deadbeat when I'm not. The only
5 reference is to the July 1st complaint. Not to the August
6 complaint, not to the September complaint or '03 -- I mean,
7 '03 or '04.

8 JUDGE FORDHAM: Let's go off the record a minute.
9 (Discussion held off the record.)

10 MS. SANKAR: Your Honor, I can agree to remove
11 Pages 1 through 3 and start at 4.

12 MR. STEIN: I agree only to Page 4. Not 5, not 6
13 and not 7.

14 MS. SANKAR: Your Honor, PECO is going to look to
15 affirm the BCS Decision and needs proof of the catch-up
16 amount.

17 JUDGE FORDHAM: Yes, that's why I went off the
18 record to look at the BCS Decision.

19 MR. STEIN: What's BCS?

20 JUDGE FORDHAM: The informal complaint --
21 Mr. Gonzalez's letter that you said he was giving you
22 payment terms when you did not need payment terms.

23 MR. STEIN: Right.

24 JUDGE FORDHAM: That's the last page of this
25 Decision. Now on Page 4 of the account statement at the

1 bottom, that last line, it says that there's a balance of
2 \$827.53. That's the -- if you look at the last page of the
3 exhibit, that's Mr. Gonzalez's Decision and that's the
4 account balance that he's looking at, that 827.53. If you
5 look at Page 5 of this document, the BCS Decision is
6 mentioned on the last column under comments, the third box
7 down. That's where it says BCS Decision 50-plus budget and
8 I know that you're saying that that is not something he
9 should have done, but for me to make a determination
10 regarding that, it is helpful to me to first of all have
11 this -- at least this Page 5 and also see whether there was
12 compliance. You've indicated that the bill was paid in
13 full. There's something that's different here saying the
14 bill was not paid in full. So I need to have this evidence
15 to make a decision.

16 MR. STEIN: They acknowledged they got the money.
17 I mean, why would they say the bill was not paid in full
18 when it was. They turned it back on. Their own exhibit,
19 "You have a past due amount -- their own exhibit after
20 Page 7.

21 JUDGE FORDHAM: But we haven't gotten to that
22 testimony yet.

23 MR. STEIN: Well I object to -- Your Honor, says
24 you need Page 5?

25 JUDGE FORDHAM: Definitely I need Page 5.

1 MR. STEIN: Just because of that item on the third
2 line?

3 JUDGE FORDHAM: Because of the item and because
4 there's a balance listed on the bottom of Page 4 of 827.53
5 and that's what's in Mr. Gonzalez's Decision and it
6 indicates that there were no payments on that balance.

7 MR. STEIN: Then I would agree to Page 4 and 5 if
8 it will assist you, but I do not agree 1 through 3 and 6 and
9 7.

10 JUDGE FORDHAM: Okay. And Ms. Sankar indicated
11 that she would remove 1 through 3?

12 MS. SANKAR: Yes. And I still want Pages 6 and 7
13 for the purposes of calculating the catch-up amount or stem
14 amount.

15 JUDGE FORDHAM: I'll make a decision with regard
16 to six and seven later. We are removing Pages 1 through 3
17 of PECO Exhibit 1. We are maintaining or retaining
18 Pages 4 and 5 at this time and I'll note the objection to
19 Pages 6 and 7 and I'll rule on that objection.

20 MR. STEIN: Thank you, Your Honor.

21 JUDGE FORDHAM: You may proceed, Ms. Sankar.

22 MR. SANKAR: Thank you.

23 BY MS. SANKAR:

24 Q. Ms. Ferrier, can you continue in explaining what PECO
25 Exhibit 1 is by reviewing the various columns.

1 A. Yes, the billing statement does include information as
2 far as what the billing period is, the number of days in the
3 billing period, the meter reading and the type of reading.
4 The monthly usage that was billed, the daily average use,
5 the billed amount, the amount requested, the due date of the
6 bill and any payments that were received, the date we
7 received the payment, the account balance and any comments
8 that were pertinent to that bill rendered.

9 Q. Okay. Now when you mentioned "meter reading type," can
10 you explain what those letters are after the numbers.

11 MR. STEIN: I'll agree that A means actual, E
12 means estimate.

13 MS. SANKAR: Okay.

14 BY MS. SANKAR:

15 Q. What does R mean?

16 A. The reading was obtained remotely from a remote meter
17 reading device.

18 Q. What is Mr. Stein's current balance?

19 MR. STEIN: Objection. Why is that relevant?
20 It's just to annoy me and to prejudice you.

21 MS. SANKAR: Your Honor, eventually when I show
22 evidence of the catch-up amount, that will become relevant.

23 MR. STEIN: I don't know what catch-up amount
24 means.

25 JUDGE FORDHAM: When there is a Bureau of Consumer

1 Services Decision, I have to determine, one, whether there
2 was a problem with the Decision and you're indicating that
3 there was no need for that Decision to have payment
4 arrangements. But there is a payment arrangement there.
5 The Commission will look at my Decision to determine whether
6 that payment arrangement has been complied with.

7 Your testimony said that there was no balance at
8 the time that the Decision was rendered. I need to be able
9 to make a determination regarding that. If there was a
10 balance at that time, then the Commission looks to see
11 whether you have complied with that and I have to -- we need
12 evidence on the record to show whether you have complied
13 with that. It's PECO's position you have not complied with
14 that. It's your position that you have. I need the
15 evidence from both sides to make a decision on that.

16 MR. STEIN: I acknowledge that I'm not the most
17 brightest person in the world and I have no ability with
18 respect to these electric lingo that is being used in the
19 courtroom. But all I do know is I was told an amount due
20 and I had to pay that amount due to get it back on.

21 JUDGE FORDHAM: Right.

22 MR. STEIN: Plus a so-called security deposit
23 which was also paid. Now if the balance today is \$10,000,
24 \$15,000, that has nothing to do with what occurred on
25 July 1st. I'm objecting to their termination of the

1 services to my household on July 1st '02 for a multitude of
2 reasons. No notice, heat -- there has to be a policy
3 regarding turning off electrical service to people who they
4 know have a medical history and have been advised when the
5 heat index is 107 or 102, whatever it was. So I'm objecting
6 to that. I don't know what balances have to do with --
7 today's balances have to do with what happened a year and a
8 half ago.

9 JUDGE FORDHAM: Today's balance relates to -- well
10 let me back up. When we have evidence on the record from
11 the company regarding the amount that you owed at the time
12 and the amount that you paid, I don't know at this point
13 that the total amount that you paid left you with a zero
14 balance.

15 MR. STEIN: Okay. Let her go on and I'll do this
16 in cross-examination with this lady.

17 JUDGE FORDHAM: Okay. Ms. Sankar.

18 BY MS. SANKAR:

19 Q. Ms. Ferrier, can you look at PECO Exhibit 1, Page 4
20 which would be the first page of PECO Exhibit 1. Can you
21 explain the activity on July 1st, 2002.

22 A. Yes, our records indicate that the service was
23 terminated on July 1st. Can't really tell by this exhibit.
24 What you can see --

25 MR. STEIN: So then why did you say yes?

1 MS. SANKAR: Your Honor, can you --

2 MR. STEIN: I'm sorry.

3 JUDGE FORDHAM: Thank you. You may proceed,
4 Ms. Sankar.

5 THE WITNESS: But what you can see is the amount
6 that the customer paid on July -- in July and you can also
7 see the debits on the account. There was a debit to the
8 account of \$864 which was a deposit that the customer paid
9 and a \$60 debit for the reconnection fee. So out of that
10 \$1,800 payment, those two debits were taken away from the
11 account to be posted to the reconnection and the deposit.

12 BY MS. SANKAR:

13 Q. Okay. When was Mr. Stein's service terminated?

14 A. The service was terminated on July 1st, 2002.

15 Q. Okay. Can you summarize the type of notices PECC
16 provided.

17 A. Yes, our records indicate that on June 17, 2002, a
18 Ten-day Notice of Termination was mailed. It did indicate
19 that the past-due balance was \$844.93 and that the
20 termination would occur on or soon after July 1st, 2002.

21 Q. Can you tell me the difference -- can you tell me what
22 a past-due balance is and what a current balance is and what
23 a final balance is.

24 A. Past-due amount is an amount that's not paid by the due
25 date. The current charges are the current billed revenue

1 which usually has a future due date where the due date
2 hasn't passed yet and final bill balance did you say?

3 Q. Yes.

4 A. It means that a final bill has been rendered and
5 payment is expected by a particular due date.

6 Q. What is the difference between a past-due balance and a
7 current balance?

8 MR. STEIN: It was asked and answered.

9 JUDGE FORDHAM: She did just answer that.

10 MS. SANKAR: Okay.

11 BY MS. SANKAR:

12 Q. Can you look at PECO Exhibit 2. Is PECO Exhibit 2 kept
13 in PECO Energy's ordinary course of business?

14 A. Yes.

15 Q. Does it relate to Mr. Stein's account?

16 A. Yes, it does.

17 Q. Can you explain what PECO Exhibit 2 is.

18 A. This is a history of the telephone attempts made to
19 contact Mr. Stein and give him personal notice prior to
20 termination. So you can see that the first attempt was made
21 on June 20th and that gives you the time and the code is NA
22 which just means no answer on the first attempt and the
23 second attempt was made the following day on the 21st at
24 9:25 and once again we received no answer.

25 Q. At what time was the first attempt made?

1 A. That's military time, so it was at 6:30 in the evening.

2 Q. In what year?

3 A. 2002.

4 Q. And the second attempt, what year was that?

5 A. 2002 at 9:25 in the morning.

6 Q. Can you turn to PECO Exhibit 2. Is PECO Exhibit 2 kept
7 in PECC's Energy's ordinary course of business?

8 A. Yes?

9 Q. Does it relate to Mr. Stein's account?

10 A. Yes, it does.

11 Q. Can you explain what PECO Exhibit-2 is.

12 A. Yes, this is the field copy that the collector has in
13 his hand. It's what he forwards to the office to notify the
14 company of what happened on his field visit. So this is --
15 it tells the company that service was terminated. We did
16 have contact. The initials WM just means white male in his
17 40s and it just gives information as far as what the current
18 bill was at the time or the past-due balance, what the total
19 amount of the account balance was.

20 Q. Can you point -- actually let me step back. I referred
21 to PECO Exhibit 2. Now can you tell me what page of PECO
22 Exhibit 2 you're looking at?

23 A. I'm looking at the first page.

24 MR. STEIN: Second.

25 THE WITNESS: I'm sorry.

1 MS. SANKAR: I apologize that was my mistake.

2 THE WITNESS: Did you want me to look at --

3 BY MS. SANKAR:

4 Q. Okay. Can you look at the second page of PECO Exhibit
5 2.

6 A. I have this as first page.

7 Q. How many pages is PECO Exhibit 2?

8 A. I have two pages.

9 Q. Can you look at the --

10 A. I'm sorry, three pages.

11 Q. Three pages?

12 A. Uh-huh. So you want me to look at the second page of
13 Exhibit 2?

14 Q. Yes. Is this what you were referring to?

15 A. Yes.

16 Q. Can you point out the information that you just
17 referred to.

18 A. Yes. Well on the left-hand side, it just tells that
19 the customer is Neil Stein. It does give the address.

20 Q. What is the address?

21 A. 500 Caranel -- 400 Caranel Circle in Narberth, 19072.

22 You can see that the past-due balance was \$844.93 of the
23 total balance on the account at this time was \$1,201.27. So
24 if you move over to your right, it indicates that the
25 current bill at that time was 356.34. It reiterates the

1 past-due balance of 844.93 and the account balance. It just
2 tells you the notice time is first. That means that the
3 collector was out there on a first call. It gives an
4 account number. The call date is the date that the
5 collector was scheduled out to the property which was
6 July 1st, 2001.

7 MR. STEIN: 2002.

8 THE WITNESS: I'm sorry, 2002. Further to the
9 right, it gives you the account number. The F indicates
10 that the service was shut off at the meter or at the fuse
11 and there is an indication that we made a contact with a
12 white male in his 40s.

13 BY MS. SANKAR:

14 Q. Can you look at the next page. It would be the third
15 page of PECO Exhibit 2. Can you explain what this document
16 is.

17 A. Yes. This is the copy of a post termination notice
18 that was left at the property on July 1st, 2002.

19 Q. Okay. And can you explain the information in this
20 document.

21 A. Yes, it gives the customer's name and the address and
22 the account number. It notifies the customer that his
23 electric was shut off because -- and the reason is checked
24 because of a past-due balance and it gives the requirements
25 for restoration.

1 Q. And when was service restored?

2 A. Records show that the service was restored on July 2nd,
3 2002 about 2:36 in the afternoon.

4 Q. Okay. And were any payments made on this account?

5 A. Yes, the customer made full payment requirements to
6 have the service restored.

7 Q. Okay. Did PECO Energy receive any type of contact from
8 a physician?

9 A. No.

10 Q. Did PECO Energy receive any medical certifications?

11 A. No, there is no record that we received a medical
12 certification.

13 Q. Okay. And what did Mr. Stein have to pay in order to
14 restore service?

15 A. He was requested to pay the past-due balance of 844.93
16 plus a \$60 reconnection fee and a deposit in the amount of
17 \$864.

18 Q. Can you explain PECO's policy on deposits.

19 A. Yes, we are allowed to ask as a condition for
20 restoration a deposit which is normally the average amount
21 times two.

22 Q. Can you explain that a little bit more the average
23 amount.

24 A. The average amount would be taking the customer's total
25 electric and gas bill revenue for the last 12 months and

1 divide it by 12 to get an average amount and we request a
2 deposit. We take a month's average, times it by two to
3 figure out what the deposit amount would be.

4 Q. Can you explain what PECO Energy's policy on heat wave
5 moratoriums.

6 A. Yes, we do have a policy on not terminating service
7 during a heat warning. The Philadelphia Health Department
8 notifies PECO Energy of a pending heat warning. I
9 understand that it's based on temperatures in --

10 MR. STEIN: Objection. She's reading. It's not
11 testimony. She's reading and it's not her personal
12 knowledge. She said "I understand."

13 JUDGE FORDHAM: You --

14 MR. STEIN: You can't tell us what somebody else
15 said.

16 JUDGE FORDHAM: Okay. Ms. Sankar?

17 MR. STEIN: Nor can she read it.

18 JUDGE FORDHAM: I don't know what she's reading.
19 But I believe she was explaining what the heat wave
20 moratorium was with respect to PECO Energy. Now I know she
21 just said that they get information from the Philadelphia
22 Health Department, so you're objecting to anything regarding
23 the Philadelphia Health Department?

24 MR. STEIN: What the Health Department told her.

25 MS. SANKAR: Well Your Honor she's just explaining

1 what PECO's policy is on heat wave moratoriums.

2 MR. STEIN: Let her explain what the policy is
3 without telling us what they said to her.

4 MS. SANKAR: Your Honor, I don't think she
5 testified to what anyone said. I think she's just
6 explaining the procedure.

7 JUDGE FORDHAM: I know she said Philadelphia
8 Health Department notifies PECO and then said it's my
9 understanding. Now I don't know what she was going to say
10 whether it's related to what the Philadelphia Health
11 Department said, but I'll let her say that. If you have an
12 objection, then I'll deal with that objection. Would you
13 continue your sentence Ms. Ferrier.

14 THE WITNESS: Yes, that we are notified by
15 Four o'clock the previous day from the Health Department on
16 whether they're going to call a heat warning or not and if
17 there is a heat warning, then we're not able to terminate
18 because of the excessive heat.

19 BY MS. SANKAR:

20 Q. Was there a moratorium on July 1st 2002?

21 A. July 1st, no.

22 Q. Are there any records to show that there were any
23 contact from Mr. Stein's physician?

24 MR. STEIN: Asked and answered.

25 MS. SANKAR: I said any contacts. Not referring

1 to -- not only including the July 1, 2002 service
2 termination, but any contacts.

3 MR. STEIN: You asked that question.

4 JUDGE FORDHAM: No, she asked about July 1st. You
5 said that during your testimony, Mr. Stein, you indicated
6 that there was a medical certification on file.

7 MR. STEIN: It was sent. You have a copy of the
8 letter.

9 JUDGE FORDHAM: That's what she's
10 Asking Ms. Ferrier at this time.

11 MR. STEIN: Okay. Well let her ask her.

12 BY MS. SANKAR:

13 Q. Are there any PECO records showing any contact from
14 Mr. Stein's physician?

15 A. No, that I'm aware of. I went back to the records 2001
16 forward.

17 Q. How long does PECO keep its records?

18 A. We do have a record retention requirement of four
19 years.

20 MS. SANKAR: Your Honor, I have no other
21 questions.

22 JUDGE FORDHAM: Would you have Ms. Sankar --
23 excuse me, Ms. Ferrier mention PECO Exhibit 3.

24 MS. SANKAR: I'm sorry.

25 BY MS. SANKAR:

1 Q. Ms. Ferrier, can you turn to PECO Exhibit 3. Was there
2 an informal Decision on this complaint?

3 A. Yes, there was a Decision rendered by the Bureau of
4 Consumer Services on August 19th, 2002.

5 Q. Is PECO Exhibit 3 an accurate copy of that Decision?

6 A. Yes.

7 Q. Can you explain the terms of that Decision.

8 A. Yes, the Bureau of Consumer Services rendered a
9 Decision stating that the records indicate the company
10 followed all proper procedures prior to the termination of
11 service in accordance with Chapter 56 Regulation. That's on
12 the first page.

13 The second page of the exhibit, the Bureau of Consumer
14 Services rendered a Payment Arrangement Decision whereby
15 they asked the customer to pay beginning in September of
16 2002, a budget amount of \$428 plus \$50 towards the arrears.

17 MS. SANKAR: And, Your Honor, I did not put any
18 catch-up information on the record.

19 MR. STEIN: Would you say that again please.

20 MS. SANKAR: I did ask Ms. Ferrier about
21 undisputed charges and I would like to continue questioning
22 her about that.

23 MR. STEIN: I object. What undisputed charges?

24 MS. SANKAR: Well based on the Bureau of Consumer
25 Service's Decision, you're required to pay a certain amount

1 and in addition to your undisputed amounts. When I referred
2 to undisputed amounts, I'm talking about your current
3 charges.

4 MR. STEIN: You know, I think this is like a
5 railroading contest here. The issue I raised and the issue
6 I asked the PUC to handle was the issue that occurred on
7 July 1st. Her own exhibit -- you know what, Your Honor,
8 never mind. Let her ask her questions because I'll try on
9 cross-examination.

10 JUDGE FORDHAM: Okay. But before you do that,
11 could you explain whether the amount that Mr. Stein paid on
12 July 1st left a balance? Did that completely -- was there
13 a zero balance at the end of his payment? Could you have
14 Ms. Ferrier explain that.

15 MS. SANKAR: Yes.

16 BY MS. SANKAR:

17 Q. Ms. Ferrier, can you look at PECO Exhibit 1, Page 4,
18 which would be the first page of the exhibit. Now after
19 Mr. Stein made his payments to restore service, was he left
20 with a zero balance?

21 A. No.

22 Q. Okay. Can you explain why.

23 A. Well if you look at the billing up to the June 3rd,
24 2002 meter reading, the account balance at that time was
25 \$1,201.27 which represented a past-due balance of \$844.93

1 and the current charges that month which were due June 26th,
2 there was \$264.41 for electric and \$91.93 for the gas which
3 totals \$356.34.

4 MR. STEIN: Can you tell me where you're reading.

5 THE WITNESS: Yes, on Page 4 of the billing
6 statement. If you look at the bill period June 3, 2002.

7 MR. STEIN: Oh, I'm looking at July 1. I'm sorry.

8 THE WITNESS: It's okay. So at that time, with
9 that June billing, the account balance was \$1,201.27.
10 Broken down that was a past-due balance of \$844.93.

11 MR. STEIN: Where is that figure?

12 THE WITNESS: Well what I did is, I subtracted the
13 current charges of 264.41 for the electric and 91.93.

14 BY MS. SANKAR:

15 Q. Ms. Ferrier, can you take us through that calculation.

16 A. Yes. I took the account balance of \$1,201.27 and I
17 subtracted the electric charge of \$264.41 and I also
18 subtracted the current gas charges of \$91.93 which leaves a
19 remaining balance of \$844.93.

20 Q. What is that amount?

21 A. That was the past-due amount at the time this bill was
22 rendered.

23 MS. SANKAR: Your Honor, may I continue?

24 JUDGE FORDHAM: Could you have her explain what he
25 paid and the deduction also from that.

1 BY MS. SANKAR:

2 Q. Ms. Ferrier, can you take us through the calculations
3 for the following entry, the July 1st, 2002.

4 A. Yes, the customer made a payment of \$1,800. So what I
5 did is I took -- I subtracted \$864 which was the amount that
6 the customer paid for the deposit and I also subtracted the
7 \$60 that the customer paid for restoration. So in actuality
8 \$876 was posted as a credit to the customer's account. So
9 if the customer owed us the account balance was \$1,201.27 up
10 to the June billing and \$876 was the actual credit. Before
11 that July bill was rendered the account balance was 325.27.

12 Q. Let me start with the balance ending on June 3rd, 2002.

13 A. Okay.

14 Q. Okay. Now looking at the entries for July 1st 2002,
15 are there any current charges?

16 A. Yes, the current charges for electric up to the July
17 meter reading was \$454.85 for electric and the gas was
18 \$47.41.

19 Q. Okay. So would you add or subtract that from the
20 preceding balance?

21 A. You would add that because it was new charges.

22 Q. Okay.

23 A. So if you add the 454.85 and the \$47.41, it does come
24 up to the amount that we requested the customer to pay which
25 was 827.53.

1 Q. Okay.

2 MS. SANKAR: Your Honor --

3 THE WITNESS: Which was the amount that
4 corresponds to the balance on the Bureau of Consumer
5 Service's Decision.

6 JUDGE FORDHAM: Thank you.

7 BY MS. SANKAR:

8 Q. Can you tell me what the unpaid, undisputed charges
9 since the Bureau of Consumer Service's Decision is based on
10 budget billing.

11 A. Yes, the Decision rendered by the Bureau of Consumer
12 Services indicated to begin September of 2002 and the budget
13 at that time was \$428. So on our budget plan, the budget
14 amount is reviewed every four months. So what I did is, I
15 took \$428 for the bill with the September 2002 due date and
16 I times it by four because the budget usually is reviewed
17 every four months. So the budget from the August of 2002
18 meter reading through the December 2002 reading was \$428. I
19 times that by four and it totals \$1,712. For the next four
20 months, the budget amount was \$602 and I times that by four
21 and came up with \$2,408. The next four months up to the
22 August --

23 MR. STEIN: Objection, Your Honor. I really don't
24 think this is relevant. I don't know what this has to do
25 with termination July 1.

1 JUDGE FORDHAM: I was looking to see whether I had
2 the information here with me. I'm going to look in the
3 Pennsylvania Code because I believe that there is a
4 requirement that the customer pay undisputed charges during
5 the pendency of a proceeding and I believe that's what this
6 is related to. So let's take a ten-minute break and I'll
7 check the code and come back.

8 (Whereupon, a break was taken.)

9 JUDGE FORDHAM: We were off the record and when we
10 were off the record, I looked at the Pennsylvania code and I
11 presented counsel with copies of 52 PA Code, the section
12 under formal complaints starting with 56.171. But pointing
13 them to Section 56.181 especially Subsection 2.

14 Mr. Stein indicated that he did not believe that
15 the Bureau of Consumer Service's Decision related to his
16 complaint because he had a complaint about the way he was
17 terminated. He did not request help in preventing
18 termination because the termination had already occurred and
19 the restoration had already occurred before the BCS Decision
20 came out.

21 He also questioned why there was a need to have
22 information regarding the current bills on the record and
23 Ms. Sankar just pointed out in the prehearing Order that I
24 wrote dated June 3rd, 2003, that I indicated the complainant
25 is required to pay the undisputed portion of the bill while

1 this proceeding is pending and Mr. Stein would like his
2 response to that on the record.

3 MR. STEIN: Thank you, ma'am. Your Honor, what I
4 had indicated when we were off the record was that I -- as
5 to this occurrence and this problem, I'm just a lay person
6 and when I received Mr. Gonzalez's -- the investigator's
7 report of August 21, 2002 and which is part of this record,
8 he stated the first words were: "You contacted the PUC
9 asking for help in preventing the termination of utility
10 service. We looked into your records and decided that your
11 total balance is \$827.53. That September 2 you got to pay
12 478 and so on." I wrote him back which is Exhibit 2. I
13 think or -- two it is.

14 JUDGE FORDHAM: Yes, Complainant's Exhibit 2.

15 MR. STEIN: Yes. And I said to him we never asked
16 the PUC for help in preventing the termination of our
17 electrical service and I go on. Why did they make such a
18 statement and we interpreted his report, whatever it is, as
19 being moot. We thought -- service was terminated July 1 and
20 restored on July 2. August 31 he's writing I'm asking him
21 for help to restore it. I'm not. I'm just saying it should
22 not have been terminated in the first place.

23 Now, Your Honor, when you issued your prehearing
24 Order, you said I have to continue to pay the disputed
25 amount and I honestly interpret that as meaning that as of

1 July 1 when I paid the bill, there was no undisputed
2 amount. There was no -- it was zero. We weren't fighting
3 about anything about that money-wise. Just the deposit. So
4 I guess I interpreted it wrong or you meant one thing and I
5 meant something else. That's all it is.

6 JUDGE FORDHAM: Yes.

7 MR. STEIN: Are you finished with her?

8 JUDGE FORDHAM: In the Decision that I write
9 though, I will have to address the balance and that's why
10 I'm going to have to let it in. I mean, you can -- I will
11 take your objections into account and I will look to see
12 whether there are other things that -- you know, I will take
13 your objections. I'm not going to be able to rule on all of
14 them now. I'll have to put the information in the record.

15 MR. STEIN: Yes, na'am.

16 JUDGE FORDHAM: And the way I write the Decision,
17 you'll still object, you can file exceptions and the full
18 Commission can look at that.

19 MR. STEIN: Okay.

20 JUDGE FORDHAM: But right now they want to look at
21 what your balance is, whether you complied with the BCS
22 Decision and I'm sorry for the misunderstanding.

23 MR. STEIN: That's okay. We understand each other
24 now I think.

25 JUDGE FORDHAM: Okay. You may proceed,

1 Ms. Sankar.

2 BY MS. SANKAR:

3 Q. Ms. Ferrier, looking at PECO Exhibit 1, can you tell me
4 what the amount of unpaid, undisputed charges are since the
5 Bureau of Consumer Service's Decision and explain how you
6 calculated that amount.

7 A. Yes, the catch-up amount is \$4,478.56. What I did is
8 based on the budget amounts or budget runs for 11 months;
9 however, the budget amount is reviewed every four months.
10 So I started with the bill due September of 2002. At that
11 time, the budget amount was \$428. I multiplied \$428 by four
12 which totals \$1,712.

13 The next four months the budget amount was \$602.
14 I subtracted -- I multiplied that by four which totals
15 \$2,408. The next four months which is from May of 2003
16 through August of 2003, the budget amount was \$575 and I
17 multiplied that by four which totals \$2,300.

18 The next four months which covers the period from
19 September through December, the budget amount was \$601 and I
20 multiplied that by four. The present budget amount -- I'm
21 sorry, that which totaled \$2,404 and presently the budget
22 amount is \$579. So I totaled \$1,712, \$2,408, \$2,300, \$2,404
23 and \$579 and I subtracted the payments which totaled
24 \$5,503.47. I'm sorry, I think I'm off on my calculations.
25 The catch-up amount would be \$3,899.53.

1 MS. SANKAR: Your Honor, I have no other questions.

2 JUDGE FORDHAM: Now before we go forward,
3 Mr. Stein, Ms. Ferrier testified that the amount that was
4 charged for the deposit was based on an average of 12 months
5 of your previous usage. Do you want to dispute the amount
6 of the deposit or just that you had to pay the deposit?

7 MR. STEIN: Both.

8 JUDGE FORDHAM: Because we took out information
9 regarding the prior 12 months from this account statement
10 and I wanted to know whether you wanted to look at that and
11 determine whether you wanted Page 3 in the account
12 statement. So when we looked at whether you had used that
13 much, whether they made the right calculation or not.

14 MR. STEIN: No, I don't dispute that. I don't
15 dispute that. I dispute the right to do that.

16 JUDGE FORDHAM: The right to do that?

17 MR. STEIN: To do that. And I find it
18 confiscatory that at a time when the lay person, the
19 customer is under the gun, it's like blackmail.

20 JUDGE FORDHAM: Okay.

21 MR. STEIN: It's like blackmail. They could of
22 said all right, you have to pay a security deposit and we're
23 going to take this \$800 and some dollars, divide it by 12
24 and add it to your bill every month. It's done as blackmail
25 because they won't turn your service on. That's not in

1 Mr. Gonzalez's report.

2 JUDGE FORDHAM: Okay.

3 MR. STEIN: If he had called me and discussed it,
4 I would have asked him to look into these things and I did
5 and I'll present the letter.

6 JUDGE FORDHAM: But that's why I asked you if you
7 want me to make a determination as to whether that was the
8 right calculation, then --

9 MR. STEIN: I don't ask you to do that, but I ask
10 you to make a decision on the issue that I raised.

11 JUDGE FORDHAM: Okay. That's fine.

12 CROSS-EXAMINATION

13 BY MR. STEIN:

14 Q. Ma'am, did you prepare Pages 1 through 7 of Exhibit 1?
15 Did you prepare this?

16 A. No.

17 Q. Who prepared this?

18 A. Ms. Tarpley.

19 Q. Who?

20 A. Ms. Tarpley.

21 Q. Who's Ms. Tarpley?

22 A. The previous witness.

23 Q. So you didn't prepare this?

24 A. No. No, I didn't prepare this.

25 Q. She prepared it for this hearing?

1 A. I don't really know. I don't know.

2 Q. When did she prepare it?

3 A. I don't know.

4 Q. Well did you ask her?

5 A. No, I did not.

6 Q. You say you got the records related to this claim, when
7 did you get the records?

8 A. I got them yesterday.

9 Q. So you just got into this within the last 24 hours?

10 A. Correct.

11 Q. Is that correct?

12 A. Yes.

13 Q. So you don't know whether she prepared this -- whether
14 she had prepared this for purposes of a trial or whether
15 this is really part of the regular ordinary business of
16 PECCO?

17 A. Well I have to say that I did not prepare this exhibit;
18 however, I've prepared exhibits in the past and it is -- the
19 exhibits I prepared are relevant to the case and are
20 prepared in the normal course of business.

21 Q. Let me ask you this question. If I call PECO right
22 today, right now, and said, "I want a report." "I want to
23 come over and pick up a report for Ms. Ferrier from 1999 to
24 the present" and I walked in their office, would they print
25 this out?

1 A. Yes.

2 Q. This is what they would print out?

3 A. Yes.

4 Q. Exactly -- did you check this for any errors?

5 A. No, I did not.

6 Q. Did you check this for any omissions?

7 A. No, I didn't.

8 Q. Why not?

9 A. To be honest, the information is pulled from our
10 computer.

11 Q. Yes, but you know and I know that the information that
12 comes out of the computer is only what somebody put in;
13 isn't that true?

14 A. Yes.

15 Q. And if they put it in wrong, it comes out wrong; isn't
16 that true?

17 A. I would have to agree.

18 Q. So you did no independent checking on any of these
19 figures at all on the original documents?

20 A. I did not check every single item on this billing
21 statement, but I did peruse it for accuracy against current
22 records.

23 Q. Okay. You know there was another termination of
24 service, why isn't that on there?

25 A. The record indicates --

1 Q. Why isn't it on your records?

2 A. I have to say the reason why it's on this record is
3 because the deposit and reconnect were debited out.

4 Q. Why doesn't it indicate the service were interrupted?

5 A. This is the billing statement of the account showing
6 payments, bills rendered and payments supplied.

7 Q. Also I want to ask you this question. On Page 4 on
8 July 1st, what time did the field representative shut off
9 the electricity?

10 A. 3:42 in the afternoon.

11 Q. On Page 4 you have indicated that PECO received \$1,800
12 and it says "Received on July 2," but it was paid on July 1;
13 was it not?

14 A. Yes, it was.

15 Q. It was paid by direct deposit -- direct debit?

16 A. I don't know how it was paid.

17 Q. You said in your calculations you took the deposit --
18 you subtracted the deposit from the \$1,800 and you
19 subtracted the termination fee from the \$1,800. Why didn't
20 you first subtract the total bill from the \$1,800? That
21 would have been more than enough to pay \$1,200 -- \$1,201.27;
22 why didn't you do that?

23 A. Because the payment you made was a payment required for
24 restoration so the \$800 was --

25 Q. Suppose you had to apply \$1,200 of the -- \$1,201.27 of

1 the \$1,800 that was in your hand to the bill; why couldn't
2 you do that?

3 A. Because we're requesting a deposit and a restoration as
4 far as the condition for restoring service.

5 Q. How much does it cost to turn on service?

6 A. I don't know.

7 Q. Who set the price of \$60?

8 A. Our field force management.

9 Q. Well was there a public hearing for that?

10 A. I don't know.

11 Q. Where is the \$864 today?

12 A. We're holding it as deposit on the account.

13 Q. Is it getting interest?

14 A. Yes. When it's -- when it is refunded, the interest
15 will be applied at that time.

16 Q. So you're saying that the money that was paid -- the
17 whole bill wasn't paid first and the balance kept towards it
18 would have only been \$600 some dollars. Would it make a
19 difference to you?

20 A. I don't understand your question.

21 Q. If you had taken the \$1,800 and applied the whole
22 \$1,200, would it have really made a difference of you're
23 having a \$600 deposit as opposed to an \$8,000 deposit?
24 Would it have made a big difference?

25 A. I don't understand your question.

1 Q. On the exhibit presented, there was a field
2 representative sheet as Exhibit 2. This photocopy looks
3 like a computer -- now this is a card that the field -- the
4 man who turns off the electricity gives back to the company?

5 A. Yes.

6 Q. Okay. On the bottom right-hand side you have WM, 40.
7 I don't know what -- is that an eight?

8 A. I believe it's an apostrophe s.

9 Q. Apostrophe s. Now did you talk to the field man?

10 A. No.

11 Q. Well do you know what he meant by white male, 40
12 apostrophe s?

13 A. If I were to look at another notice, that's an
14 indication that he made contact at the property and he tried
15 to give an indication. A description.

16 Q. WM, 40 apostrophe s means that the field representative
17 made contact at the property and tried to give an
18 identification; what does that mean?

19 A. He contacted someone at the property and tried to
20 identify that person.

21 Q. Are you telling me there was a man, a white male who
22 was 40 -- in his 40s in my home at 3:40 something; is that
23 what that means?

24 A. Yes, that means that he made contact with a white male
25 in his 40s at the time of termination.

1 Q. In my home?

2 A. At the property.

3 Q. In my home? Did he ring the bell?

4 A. He's required to, yeah.

5 Q. And a man answered?

6 A. I can't really say what happened in the field. I can
7 testify to the company records.

8 Q. Well you're bringing in these papers and you testified
9 from this paper and interpreted what this means.

10 A. Based on my --

11 Q. Did you for today call the field representative and say
12 to him "What does this mean?"

13 A. No, I didn't.

14 Q. Why not?

15 A. To me it's common knowledge in that particular area
16 that they try to give a description of the person they made
17 contact with.

18 Q. If you saw me on the street, would you say I'm a white
19 male in my 40s? You don't have to hurt my feelings. I
20 don't look like I'm in my 40s. Was "he" meaning me?

21 MS. SANKAR: Your Honor, Ms. Ferrier is
22 testifying to what's on the piece of paper.

23 MR. STEIN: Well she brought it into evidence.

24 MS. SANKAR: Not what the field representative saw
25 or what the field representative views of what Mr. Stein

1 looks like.

2 MR. STEIN: Your Honor, she brought this in --

3 JUDGE FORDHAM: Wait a minute. The information on
4 here indicates that there was a contact and Mr. Stein is
5 saying that there was never a contact, that's why I'm
6 letting him ask the questions about it because I'll have to
7 make a decision as to whether there was contact or not and I
8 would like to know whether this person was identified. It
9 does say white male 40s and I didn't know whether Mr. Stein
10 had a son that fit that description or someone else at the
11 property, so that's why I'm letting him ask -- if she
12 doesn't know anything about this then --

13 BY MR. STEIN:

14 Q. Well I'm saying to you, didn't you think it was
15 important enough for you to call the field representative?

16 A. No, I didn't.

17 Q. Does the field representative still work for PECC?

18 A. I don't know.

19 Q. Did you check to find out?

20 A. No, I didn't.

21 Q. If he worked for PECO, could you have brought him in
22 here today?

23 A. I would imagine.

24 Q. What do these figures on the right-hand side mean?

25 9999EMP 1616 Walnut Street, Philadelphia. What does that

1 mean?

2 A. The 9999 is just a designation that it holds the
3 information for permanently. It's a 9999 record. That's a
4 company thing. And it just gives employment information
5 that's noted on the account.

6 Q. Whose employment information?

7 A. Well I have to see what -- when this record was
8 documented on the account, but usually it's the rate payer.

9 Q. Me?

10 A. Yes, you're the rate payer.

11 Q. At 1616 Walnut Street?

12 A. Yes, that's the records we have.

13 Q. As what?

14 A. As your place of employment.

15 Q. In '01 I was at 1101 Market Street.

16 A. I don't know when that was posted on the record, so I
17 would have to --

18 Q. If I am at a different place, would you agree that this
19 is an error?

20 A. At the time this information was taken, that was the
21 information that was obtained and posted on the record.

22 Q. Why don't you tell me when you got this information?

23 A. I'm not able to do that unless I look at a computer.

24 Q. Why didn't you look at everything on the computer?

25 Didn't you know you were going to be cross-examined today?

1 A. Well I really didn't think that was relevant.

2 Q. Why? If there's a mistake as to an address, couldn't
3 there be mistakes as to other things?

4 A. Well as I said, this was the information that was
5 provided. I don't know what date it was. I can certainly
6 provide that to the judge at a later time.

7 Q. No you can't without my agreement.

8 What is the next line mean? 9999 WMTO \$125 and then
9 some numbers.

10 A. To me it would mean that there was a record that you
11 had paid to the office \$125 and that's the date August 31st.

12 Q. Of what year?

13 A. I don't know. I would have to look at the records.

14 Q. Does that appear on this sheet here?

15 A. No, I would have to look at the computer to see.

16 Q. \$125 anywhere payment --

17 A. Well I'm not able to --

18 Q. Certainly not from February 1999 to December 3.

19 A. I don't know when it was posted to the account as a
20 record.

21 Q. Now it says that the past-due amount is \$844.93. When
22 is a bill sent to Mr. Stein? In the normal course of
23 business, when is a bill sent to Mr. Stein?

24 A. Usually a bill is rendered shortly after the meter
25 reading date.

1 Q. Okay. What is the meter -- is the meter reading date
2 the same every month or thereabouts?

3 A. I'd have to look at Exhibit 1 and it will tell you the
4 meter reading dates. It could vary. It's usually around
5 the same --

6 Q. When was Mr. Stein -- when was he sent the bill for
7 July?

8 A. Well if the meter was read on the 1st of July, it would
9 have been issued approximately three to four days later.

10 Q. Okay. So we can agree then that the figures on here do
11 not reflect July?

12 A. Correct.

13 Q. Because the shut off is July 1st?

14 A. Correct.

15 Q. So it was shut off before there was a meter reading?

16 A. It was shut off prior to that new bill being rendered.

17 Q. Now it says you're current 356.34. That was due
18 June 26th you said?

19 A. Yes.

20 Q. So as of July 1st, it was five days late? It's not the
21 policy of the company to terminate service for payments that
22 are five days late, is it?

23 A. Well a payment is considered late if it's not paid by
24 the due date; however --

25 Q. The stenographer can't pick up the shrugging of the

1 shoulders.

2 A. I'm sorry.

3 Q. You have to tell us what you mean.

4 A. A payment is considered late if it's not paid by the
5 due date.

6 Q. That's not my question. Is it the policy because
7 Ms. Sankar said you're familiar with the policy, the
8 policies of FEEO to terminate service if a payment is five
9 days late?

10 A. No.

11 Q. So service was not terminated for 356.34?

12 A. Correct.

13 Q. Now on the next page, this was a copy of what has been
14 left at my door. The field representative left this at the
15 door?

16 A. Yes.

17 Q. Why didn't he give it to the white male in the 40s?

18 A. I don't know. I wasn't at the property.

19 Q. Did you ask him why?

20 A. No, I did not.

21 Q. I see. It said you have a past-due charge of \$844.53?

22 A. Seventy-three cents.

23 Q. Seventy-three cents. That's 844.93 on the page before
24 that. You think it's a nine?

25 A. It is a nine.

1 Q. Okay. Now where did he get that figure from?

2 A. It included everything except the current charges.

3 Q. But on Exhibit 1, Page 4, it says, "Amount requested
4 827.53."

5 A. Well that was after the termination. So this bill
6 hadn't been rendered yet.

7 Q. That bill had not been rendered yet?

8 A. Yes.

9 Q. So the July 1st '02 billing that Mr. Sankar said was
10 important here was not even rendered at the time the service
11 was shut down?

12 A. Correct.

13 Q. Did you see the package of correspondence that was
14 handed to Ms. Sankar?

15 A. No, I didn't.

16 Q. Would you get it.

17 When you were testifying, you were reading something,
18 what were you reading?

19 A. I was just familiarizing myself with information about
20 the heat.

21 Q. May I see what you read.

22 (Witness handing Mr. Stein document.)

23 Q. Thank you. Who prepared this?

24 A. I don't know.

25 Q. Well you used it to testify today.

1 MS. SANKAR: Your Honor, she got that from
2 Ms. Tarpley's notes.

3 MR. STEIN: She's on cross-examination. She came
4 in here with records and you said she's custodian of records
5 and the records were prepared by other people. This is not
6 a record prepared by a person --

7 MS. SANKAR: Your Honor, those are Ms. Tarpley's.

8 MR. STEIN: For regular course of business. This
9 is prepared for trial, not regular course of business.

10 MS. SANKAR: It is attorney-client privilege.

11 MR. STEIN: Any time a witness brings a document
12 to the witness stand, opposing counsel has a right -- I can
13 look at every single paper in her file right now --

14 MS. SANKAR: Your Honor, she can refer to notes.

15 MR. STEIN: She can't refer to any notes unless
16 she says she can't recollect, then you can refresh her
17 recollection. That's the way it works.

18 MS. SANKAR: Your Honor, I have to object to him
19 looking at that.

20 JUDGE FORDHAM: Then let's go off the record.

21 (Discussion held off the record.)

22 JUDGE FORDHAM: There was an off-the-record
23 discussion about the document that Mr. Stein was given by
24 Ms. Ferrier. Ms. Sankar, would you put your objection on
25 the record and then I'll let Mr. Stein put his.

1 MS. SANKAR: Yes, I object to this document being
2 included because it is notes that were taken during my
3 discussion with Ms. Tarpley who was supposed to be
4 testifying today.

5 JUDGE FORDHAM: And do you know when Ms. Tarpley
6 made this record?

7 MS. SANKAR: No.

8 MR. STEIN: Yes, you do, you said you had a
9 conversation with them.

10 MS. SANKAR: Well, yes, an ongoing discussion.
11 This case has been going on for the past -- I don't even
12 know --

13 MR. STEIN: It's the second hearing.

14 MS. SANKAR: A second hearing, but -- so it was in
15 Ms. Tarpley's file.

16 MR. STEIN: My position is just by rules of
17 evidence in this Commonwealth, that when a witness brings
18 any document with her or him to the witness stand, they're
19 not permitted to look at it. If they do look at it, it's
20 open territory. In other words, I have a right to say, "Let
21 me see what you are reading." Let me see what notes you
22 have in front of you." I can examine, Your Honor, every one
23 of those pieces of paper in front of her now because she
24 brought them to the witness stand. And this particular
25 case, she read it. She didn't read it correctly, but she

1 read it.

2 JUDGE FORDHAM: In looking at this document, this
3 is a three-page document and at the bottom of the first
4 page, the title is PECO's Energy Policy and Heat Wave
5 Moratorium and then there's a full paragraph and then there
6 is a smaller paragraph and then on the second page there is
7 a paragraph related to heat watch and then indication of
8 whether there was a heat warning for July 1st, July 2nd and
9 July 3rd and I believe that is what Ms. Ferrier used to base
10 her testimony on.

11 If Ms. Ferrier used this solely for her testimony,
12 I would agree with Mr. Stein that he can look at that part
13 of the document. With respect to the other part of the
14 document, I'm not making a decision because I'm not -- I
15 don't want to look at that part of the document that has not
16 been presented into evidence. I'm sure that this part has
17 been presented into evidence. I would though ask that
18 counsel look at it together. So we'll go off the record and
19 he can look at this part relating to the heat wave
20 moratorium.

21 (Discussion held off the record.)

22 BY MR. STEIN:

23 Q. The heat watch is normally called as a forecast to
24 monitor impending weather activity for the next one to three
25 days. That's what it says?

1 A. Yes.

2 Q. This usually leads to issue -- to issue an advisory
3 warning. Now I gave you an exhibit of the weather bureau's
4 temperatures for July 1, 2 and 3. Would you read them
5 out loud please. July 1 was?

6 A. July 1 the maximum was 92 degrees, the minimum was 72
7 degrees.

8 Q. And the next day?

9 A. July 2nd it was 99 degrees for the max, 76 for the
10 minimum.

11 Q. And the 3rd day?

12 A. The max was 100 degrees and the minimum was 82
13 degrees.

14 Q. So how do you know that the Pennsylvania Health
15 Department did not declare -- this was not prepared by you?

16 A. No, it wasn't.

17 Q. This was prepared by somebody else?

18 A. Correct.

19 Q. And you used this and you say the Health Department did
20 not declare a heat warning even though the temperatures were
21 in the 90s and the humidity which caused a heat index of
22 102. Even though that occurred, how do you know that the
23 Pennsylvania Health Department did not issue a warning?

24 A. Our records show that they didn't.

25 Q. What records? Show me. Show me the records. Do you

1 have anything other than what somebody else wrote?

2 A. Not to my knowledge.

3 Q. Now on that package of -- you can have this back,
4 ma'am. You said that in response to Ms. Sankar, you said
5 you checked all the records for Mr. Stein involving
6 Mr. Stein, but you didn't see any of these letters going
7 back, did you?

8 A. No, I did not.

9 Q. But you didn't even look for them, did you?

10 A. I'm not able to look for records prior to the record
11 retention requirements.

12 MR. STEIN: I think we can stipulate that I asked
13 Ms. Sankar for copies of any and all correspondence from me
14 to PECO at any time and she said there wasn't any.

15 BY MR. STEIN:

16 Q. Do you see the letter dated February 24th -- 25th. I'm
17 sorry.

18 JUDGE FORDHAM: What year was that?

19 BY MR. STEIN:

20 Q. February 25, 1997, is it?

21 A. Yes.

22 Q. Would you read that out loud please.

23 A. "Dear Sir or Madam, we neglected to send with the
24 letter we sent to you today February 24, 1997, the enclosed
25 letter from our medical doctor, Dr. Robert Weiss, of 191

1 Presidential Boulevard, Bala Cynwyd, 19004."

2 Q. Let me ask you a question. If you had searched and saw
3 that letter, wouldn't you take a look further for a medical
4 letter from Dr. Weiss?

5 A. I'm not able to search records from 1997.

6 Q. Why wasn't it on a computer or was it on a computer?

7 A. Our records retention is back to '99.

8 Q. So if somebody sent something in and at a period of
9 time it comes off. Is the customer told at any time that
10 what they sent, medically speaking, is now off their
11 records? At any time is the customer told that?

12 A. I don't know.

13 Q. Well you know the policies. Ms. Sankar told me you
14 know the policies. Is there a policy that says when a
15 customer sends a letter of a medical situation, that it's
16 taken off the computer after two years, three years?

17 A. Our record retention is four years.

18 Q. After four years well then why isn't it there? Four
19 years would be 2001? Why weren't you able to find any of
20 these letters?

21 A. Because the time period exceeds our record retention
22 requirements.

23 Q. Again there's no policy at PECO that you know of that
24 says, "Listen, we got to tell the customer that his medical
25 situation is being taken off the computer?"

1 A. Not to my knowledge, no.

2 Q. Exhibit 3 there's two pages, the last two pages and was
3 that -- that wasn't prepared by you, was it?

4 A. No.

5 Q. So why was this presented as your work product? Why
6 were these two pages presented as coming from the business
7 records of --

8 A. Because the company --

9 MS. SANKAR: Wait. Your Honor, first of all, it
10 was not presented as business records. Second of all, this
11 was in pursuant to your prehearing Order.

12 MR. STEIN: Your Honor, she testified --

13 JUDGE FORDHAM: Wait a minute. Are we relating to
14 the BCS Decision; is that what you're referring to?

15 MR. STEIN: The last two, Exhibit 3.

16 JUDGE FORDHAM: Yes, I did ask for that to be
17 presented.

18 MR. STEIN: But Ms. Sankar asked her the very
19 first question that these records that you're bringing are
20 kept in the normal course of business.

21 MS. SANKAR: No, I did not. Not with that
22 document. I asked whether it was an accurate copy of the
23 BCS Decision.

24 BY MR. STEIN:

25 Q. What does that mean on Page 1 amount saved \$88,888.88?

1 A. I believe that's a typo error. I don't know.

2 Q. It's a what?

3 A. Error. I don't know. This was rendered by the Bureau
4 of Consumer Services.

5 Q. Did you call them to find out what do they mean by this
6 here?

7 A. No, I did not.

8 Q. How do you know it's an error?

9 A. I don't know.

10 Q. Now apparently -- did the -- PECO send to the
11 investigator any information that helped the investigator
12 come to a decision?

13 A. Yes, we are required to respond to the Bureau of
14 Consumer Services.

15 Q. What did you send them?

16 A. We would have sent them a report.

17 Q. Do you have the report here?

18 A. Not to my knowledge. I can check.

19 Q. Where are you going to check?

20 A. I would check in my folder. Ms. Tarpley's folder file.

21 Q. Who's folder?

22 A. Ms. Tarpley.

23 Q. So you don't even have your own?

24 A. No, I do not.

25 Q. On the second page, "Customer will pay CB plus," the

1 bottom line. What does CB mean?

2 A. Current bill.

3 Q. Zero. Customer will pay zero. Ten-day period
4 reconnect 000 -- all these are zeros meaning there was
5 nothing owed; is that what that means?

6 A. Not to my knowledge.

7 Q. To have service restored pay zero, to keep service on
8 pay zero. This is all for future. Special budget plan 478
9 is for future, isn't it?

10 A. The Decision stated to begin September 2002.

11 Q. So this really had nothing to do with July 1st, what
12 occurred on July 1st.

13 A. I don't understand your statement.

14 Q. What did this have to do with what occurred on July
15 1st?

16 A. Apparently the Decision was rendered in regard to
17 payment terms because there was an account balance.

18 Q. Unpaid balance as of July 1st was \$356 that was due
19 five days before.

20 A. Uh-huh.

21 Q. They would not have asked me to pay \$428 on a \$356
22 bill, would they?

23 A. This Decision was rendered on August 19, 2002.

24 Q. Really. Well the date of the account says July 30th,
25 2002. Date of account balance. It may have been rendered

1 on August 29th (sic), but it's referring to items as of
2 July 30th; isn't that correct?

3 A. The Decision reflects an account balance that was
4 outstanding in July of 2002.

5 Q. When in July of 2002?

6 A. As of the bill rendered in July of 2002, the account
7 balance was 827.53.

8 Q. We just discussed this situation and you just said that
9 the termination occurred because of June?

10 A. Correct.

11 Q. Not July?

12 A. Correct.

13 Q. In fact, PECO sent reports to Mr. Gonzalez on two
14 occasions; did they not?

15 A. I don't know.

16 Q. Well according --

17 A. Not to my knowledge.

18 Q. According to the information given to me by Ms. Sankar,
19 report faxed to BCS Gonzalez was July 30th, refaxed report
20 to Gonzalez September 4th. Do you know why that occurred?

21 A. No, I do not.

22 Q. Was there a change in the report?

23 A. I do not know.

24 Q. Were there two separate reports?

25 A. I don't know.

1 Q. Do you know of a policy in which PECO has that says
2 when a termination occurs, that if payment is made it has to
3 be cleared by the legal department?

4 A. Ask that question again, please.

5 Q. The termination occurs, customer wants to pay. Do you
6 know a policy that PECO has which says that all payments
7 have to be cleared by the legal department first?

8 A. In my own knowledge, I have seen where that special
9 cases that the legal department needs to be notified, yes.

10 Q. Is it appropriate for PECO to withhold restoration even
11 though full payment was made because of a note on a computer
12 that says, "Has to be referred to legal department?"

13 A. We are required to restore the service by the next
14 working day after receiving the restoration requirement.

15 Q. Why was it that when the service was again terminated
16 and payment was made on day one, it was not restored until
17 day three because there was a note that said --

18 MS. SANKAR: Your Honor, I don't see the relevance
19 because Mr. Stein's complaint relates to the July 1, 2002
20 termination and now he's bringing up another.

21 MR. STEIN: I was just showing the aggressive
22 punitive nature of PECO to me.

23 JUDGE FORDHAM: When did this termination occur?

24 MR. STEIN: It occurred in I believe in August
25 '03.

1 MS. SANKAR: Mr. Stein had ample opportunity to
2 amend his complaint. I don't have information here to
3 defend that.

4 MR. STEIN: Payment was made on I think the 1st --
5 the 4th, August 4th and restoration did not occur until the
6 7th because there was a note on the computer that said,
7 "Have to check with legal department before restoring."

8 JUDGE FORDHAM: Okay. I can't address that issue
9 because it wasn't --

10 MR. STEIN: I'll address it on a personal basis.

11 JUDGE FORDHAM: Okay.

12 BY MR. STEIN:

13 Q. Now is NCO -- do you know who NCO is?

14 A. NCO is a vendor of ours.

15 Q. What does that mean vendor?

16 A. One of our contractors.

17 Q. It's an independent contractor?

18 A. To my knowledge, yes.

19 Q. You don't send them a W-2 form?

20 A. I don't know.

21 Q. So they work for other people besides PECO?

22 A. I don't know.

23 Q. It's a collection service; is it not?

24 A. It's a collection agency, yes.

25 Q. And do they have access to all of your records?

1 A. They have access to the records that they need to do
2 their job.

3 Q. Do they have access to medical records?

4 A. I don't know.

5 Q. Why don't you know? You know the policies of PECO.
6 Why don't you know that important question? You asked a
7 customer to call a certain number. Do you not -- that's on
8 this sheet.

9 A. Yes.

10 Q. 1-888-480-1533. And that's an independent contractor.
11 It's not even PECO, is it?

12 A. No, it isn't. It's our contractor.

13 Q. So if there is medical advice on your computer or in
14 your files when I say you, meaning PECO, NCO won't even know
15 about it, will they?

16 A. They have records -- may I just -- when you stated do
17 they have access to medical records, I guess you need to
18 clarify that.

19 Q. Do they have access to the same exact records you would
20 have if I called you?

21 A. As far as medical certificates?

22 Q. Ma'am, everything. Do they have the same access as you
23 would have?

24 A. I don't know.

25 Q. Why don't you know? What's the policy of PECO in

1 allowing an independent contractor that you give the phone
2 number to --

3 MS. SANKAR: Your Honor, she said she didn't know.

4 THE WITNESS: I don't know what the security is.

5 MR. STEIN: This is a very important question,
6 Your Honor. PECO gives you a phone number to have your
7 service turned on again call us at 1-888-490-1523. Call
8 us. This is from PECO. Call us.

9 BY MR. STEIN:

10 Q. Is this really PECO?

11 A. They're representing PECO, yes.

12 Q. It's somebody representing PECO?

13 A. Yes.

14 Q. It's a collection agency?

15 A. Yes, it's our collection vendor, yes.

16 Q. Do they have access to the same records you would have?

17 A. I don't know what their security is.

18 Q. What do you mean?

19 A. There's security clearances as far as records are
20 concerned. I don't know that. I know what mine are, but I
21 don't know theirs.

22 Q. Wouldn't they be given a security clearance to go into
23 a customer's account?

24 A. Yes.

25 Q. And into the personal account to check to see if

1 there's a letter from a doctor or something like that?

2 A. Yes, they would have that access.

3 Q. So why didn't -- why didn't they do that? Why didn't
4 they do that?

5 A. Do what?

6 Q. Check and they would have seen the letter?

7 A. The letter from '97?

8 Q. Yes.

9 MS. SANKAR: Your Honor, she already stated that
10 the letter is not in our records.

11 MR. STEIN: She said it's not on the computer
12 because it cuts off after four years.

13 MS. SANKAR: She testified about PECO's records
14 retention.

15 BY MR. STEIN:

16 Q. When you say it's not retained anymore, is it wiped off
17 the computer?

18 A. I have no availability to search any records.

19 Q. If it was on, it's taken off?

20 A. Correct.

21 Q. And the customer is not told that that's going to
22 happen?

23 A. Not to my knowledge, no.

24 Q. I was given some documents by Ms. Sankar. Would
25 you -- you don't have them in front of you, do you?

1 Do you have these exhibit pages?

2 THE WITNESS: Do I have them?

3 MS. SANKAR: I don't know. I don't know what he
4 has in front of him.

5 JUDGE FORDHAM: Could you describe the document so
6 Ms. Sankar can know what you're talking about or show it to
7 Ms. Sankar.

8 MR. STEIN: I will. This came from Ms. Sankar.

9 BY MR. STEIN:

10 Q. I'll show you which I'll mark as four. Do you ever see
11 these kind of sheets?

12 A. Yes.

13 Q. That's from your company?

14 A. Yes.

15 Q. And July 1 received from Neil?

16 A. Yes, that's correct.

17 Q. That's me. CUST, customer?

18 A. Yes.

19 Q. S-O-M-P.

20 A. Shut off nonpayment.

21 Q. Customer C-L-L-D.

22 A. Called.

23 Q. To verify restoration?

24 A. Correct.

25 Q. What's that mean, show?

1 A. Records showed.

2 Q. Restoration. SNT?

3 A. Yes.

4 Q. Sent in?

5 A. Yes.

6 Q. CNORP?

7 A. Customer notified of restoration policy.

8 Q. Customer wanted service on now due to medical
9 condition. Advise policy was AYSY.

10 A. It's a literal. It means are satisfied yes.
11 Satisfaction statement.

12 Q. I was satisfied or the receiver was satisfied?

13 A. The caller was satisfied.

14 Q. Do you really believe I was satisfied?

15 A. You asked me what those literals mean.

16 Q. But if I wasn't satisfied, would you put that down?

17 A. They shouldn't, no.

18 Q. But they did.

19 A. They did.

20 Q. So I'm calling complaining and this guy -- who is it?
21 Do you know who it is? Mitch somebody. You don't know?

22 A. I don't know.

23 Q. This person who works for NCO protected himself by
24 putting AYSY.

25 MS. SANKAR: Your Honor, how is she supposed to

1 know. She has no knowledge about the NCO rep and what his
2 views were on that telephone call.

3 JUDGE FORDHAM: Okay.

4 MR. STEIN: This is a document from their records.

5 MS. SANKAR: She can translate it, but she cannot
6 tell you what their representative was thinking when he put
7 those comments down.

8 JUDGE FORDHAM: Okay. I accept that.

9 BY MR. STEIN:

10 Q. I would of had to tell your representative, your
11 independent contractor, that I was satisfied with the call
12 for him to have put down AYSY?

13 A. There is a satisfaction statement are you satisfied.

14 Q. And I would of had to say yes?

15 A. Yes.

16 Q. But I said no. Why is that there?

17 A. I don't know how the call went. I'm just really
18 looking at . . .

19 Q. So when you sent a report to BCS, you send them copies
20 of these documents; do you not?

21 A. No, we don't.

22 Q. Then what report do you send them?

23 A. We have to address every item in the customer's
24 complaints.

25 Q. Call by me telling them that I have an injured son and

1 I need the service turned on. Is that told to -- AYSY
2 again. This is on July 1st at 1809. I'm calling
3 complaining and he's putting that I'm satisfied. You think
4 maybe they're putting down what they have to put down to
5 protect themselves rather than to protect the customer?

6 MS. SANKAR: Your Honor, again she does not know
7 what the customer reps are thinking when they put these
8 comments down. She can again just translate it.

9 JUDGE FORDHAM: Okay. That's noted for the
10 record.

11 BY MR. STEIN:

12 Q. This is from your representative. These documents
13 came from your company file?

14 A. Uh-huh.

15 Q. Given to me by your company's attorney?

16 A. (Nodding.)

17 Q. On July 1st, I made a call to the number that's on your
18 sheet and somebody answered customer's service was --

19 A. Shut off nonpayment.

20 Q. Explained that \$844.93, it's a different amount than
21 what's on your P-1. Plus \$60 plus 864 is needed for
22 restoration, CNOR.

23 A. Customer notified of restoration policy.

24 Q. Medical condition in home?

25 A. Yes.

1 Q. What's that mean?

2 A. We have to ask if there's a medical condition that was
3 aggravated.

4 Q. Why?

5 A. Because we're required to if service is off for
6 nonpayment.

7 Q. If the answer is yes, what do you do about it?

8 A. Well we have to get confirmation from the doctor that
9 the medical condition exists.

10 Q. Then why wouldn't they take the doctor's phone call?

11 A. Where does it say that?

12 Q. It doesn't say that. Why didn't they take the doctor's
13 phone call?

14 A. I don't know why they didn't.

15 Q. I told you they didn't. Did you think I was lying?

16 A. No, I didn't know that they didn't. That's not policy.

17 Q. Because I told you that they wouldn't even tell me --
18 they wouldn't even accept the phone call. AYSY satisfied.

19 A. Right.

20 Q. Customer stated mail payment. Second call 1809 -- this
21 is a prior call 1809, customer said he would mail payment.

22 A. That's what's documented, yes.

23 Q. If I mailed a payment, why would they terminate the
24 service? Who wrote this? It's not very accurate, is it?

25 A. (No response.)

1 Q. Requires supervisor?

2 A. Right.

3 Q. 1925 military time, 7:25?

4 A. Correct.

5 Q. Field July 1, '02, 844.93, \$60 paid in full. Deposit
6 paid 864.

7 A. Uh-huh.

8 Q. So within hours it was paid?

9 A. Yes.

10 Q. Is there any reason why knowing that they noted that
11 there was a medical condition they couldn't send the service
12 man back out immediately. They knew the field
13 representative was in the neighborhood. Why couldn't they
14 have sent him out that day especially since they know
15 there's a medical condition? Why? What's the PECC policy?

16 A. Well we try to get the service on the same day when
17 we're notified of a medical. If not, we have to restore it
18 by the next day.

19 Q. Ma'am, you didn't restore it until 2:30 in the
20 afternoon when it was already 100 degrees plus.

21 A. Well that was restored by the end of the next working
22 day.

23 Q. I show you again your document July 2, '02 --

24 MS. SANKAR: Is that the same page?

25 MR. STEIN: This is Page 1. This is what you gave

1 me.

2 MS. SANKAR: Is this the same page that you showed
3 me?

4 MR. STEIN: No.

5 MS. SANKAR: Are you going to mark that as an
6 exhibit?

7 MR. STEIN: Maybe not.

8 MR. SANKAR: Your Honor, can he refer to that
9 without admitting it?

10 MR. STEIN: Why not?

11 JUDGE FORDHAM: I thought that he was asking for
12 clarification and most of it was read into the record.

13 MR. STEIN: You can show a witness a document
14 without putting it in as an exhibit.

15 MS. SANKAR: Okay.

16 BY MR. STEIN:

17 Q. I show you from your files the July 2 at eight o'clock.
18 Is that 8 a.m. or --

19 A. Yes.

20 Q. General Journal Entry 184; what does that mean?

21 A. The deposit.

22 Q. It says \$184; what does that mean? What are the next
23 three words?

24 A. Restoration log deposit.

25 Q. But it wasn't \$184, was it? It was 864, wasn't it?

FORM 2

1 A. Let me just check. Did you have a question about the
2 amount or . . .

3 Q. If the amount is 864, why does it say 184?

4 A. I don't know. I have to research the records. I don't
5 know.

6 Q. That could be an error?

7 A. I don't know what that is. I don't know.

8 Q. It's a dollar amount; is it not?

9 A. Yes, it is a dollar amount.

10 Q. Restoration?

11 A. Log.

12 Q. Log. What does log mean?

13 A. I guess the normal like record of --

14 Q. Deposited. At 8:15 in the morning they already
15 deposited the amount they said and they didn't turn it on
16 until 2:30?

17 A. No, I would have to look further to tell you exactly
18 what that means. I don't know. I just read what it said.

19 Q. And the one before it, the call I made at 11:30 a.m.
20 on July 2nd.

21 A. Correct.

22 Q. S-O-N-P?

23 A. Shut off nonpayment.

24 Q. Customer -- that's what I am. Customer wanted to know
25 exactly what time service is going to be on. Explain

1 policy. Wanted a supervisor. Hung on while getting one.

2 No med -- what's that mean? No med SCON, S-C-O-N.

3 A. I don't know what that is.

4 Q. A-Y-S-Y. I'm satisfied. I hung up, but I'm
5 satisfied. Doesn't sound right, does it to you?

6 A. Not if you hung up, no.

7 Q. Sounds like they put in what they want to put in.

8 A. I don't know what they.

9 MR. STEIN: I have nothing further, Your Honor.

10 JUDGE FORDHAM: Cross.

11 MS. SANKAR: Yes.

12 REDIRECT EXAMINATION

13 BY MS. SANKAR:

14 Q. Ms. Ferrier, how are --

15 JUDGE FORDHAM: I'm sorry, redirect.

16 BY MS. SANKAR:

17 Q. When a customer or if you want to get an account
18 statement, how do you go about doing so?

19 A. You can request one in writing or by telephone, call
20 the office.

21 Q. How would you get an account statement?

22 A. I would go to a format in the computer and request a
23 specific time for the billing period and once I enter, the
24 system automatically completes the billing statement for me.

25 Q. Okay. Where does this system get that information

1 from?

2 A. From the billing records.

3 Q. Okay. What amount -- I guess what past-due amount is
4 PECO permitted to terminate service on?

5 A. What past-due amount -- I don't understand your
6 question.

7 Q. What is the amount that a customer -- customer's
8 past-due balance have to be for PECO to initiate termination
9 of service of process?

10 A. Well an amount is considered past due if it's not paid
11 by the due date.

12 Q. How long does PECO keep its records?

13 A. Four years is our record retention requirements.

14 Q. What is PECO's policy in restoring service when just
15 basically when a customer pays the shut off amount?

16 A. We are required to get the service restored by the end
17 of the next working day after the requirements have been
18 met.

19 Q. What happens if a customer files a medical
20 certification?

21 A. A medical certification holds collection action for 30
22 days.

23 Q. Okay. What if the service is terminated and then a
24 medical certification is received. What is the restoration
25 policy?

1 A. We try to get the service on the same day. If not,
2 it's restored by the end of the next working day.

3 MS. SANKAR: Your Honor, I have no other
4 questions.

5 RE-CROSS-EXAMINATION

6 BY MR. STEIN:

7 Q. Who sets these policies?

8 A. There are rules and regulations that are governed by
9 the Public Utility Commission.

10 Q. You say The Public Utility Commission allows service to
11 be terminated when three days or 92, 99, 100 -- and heat
12 index is over 100, that's what the Public Utility Commission
13 allows?

14 A. Terminations are squelched when we get a heat advisory
15 from the Department of Health.

16 Q. So you don't make an independent determination -- PECO
17 does not make an independent determination about the
18 conditions?

19 A. To terminate service?

20 Q. Yes.

21 A. As far as the weather?

22 Q. Yes.

23 A. No.

24 Q. So there is no policy, no internal policy?

25 A. No internal policy.

1 Q. So even though it's going down to zero tonight, you
2 could turn off people's electricity?

3 A. We do have a moratorium right now on termination for
4 residents --

5 Q. Why?

6 A. Because we're required not to terminate any heat
7 related services between December 1st and March 31st.

8 A. I see. That's an internal policy.

9 A. No, that's a regulation that we have to abide by.

10 Q. By the PUC?

11 A. Correct.

12 Q. The PUC does not have a regulation with respect to
13 heat?

14 A. Not to my knowledge, no.

15 Q. So it's okay to turn off if it's 100 degrees, but it's
16 not okay to turn off if it's 20 degrees?

17 A. There are policies in place where --

18 Q. I know it's not you personally.

19 MR. STEIN: I have nothing further. I just have
20 rebuttal for me.

21 JUDGE FORDHAM: I would ask Ms. Ferrier to
22 explain the policy regarding medical certification and how
23 long the company keeps those medical certificates.

24 THE WITNESS: Well if the customer receives a
25 notice of termination, the termination adversely affects an

1 illness at the property, the customer can submit a medical
2 certification whereby a doctor certifies that there is a
3 condition at the property that could be affected if service
4 was shut off. Once we do receive the notice from the doctor
5 either three days in verbally and then followed up by a
6 written confirmation, we do put a 30-day hold on the
7 account, 30-day medical -- the certificate is good for 30
8 days. It is the customer's responsibility to renew that
9 certificate if the case so warrants it.

10 BY MR. STEIN:

11 Q. So suppose the doctors say this situation that's
12 continuing, I mean every 30 days the patient has to go
13 back -- the customer has to go back to the doctor, pay a fee
14 and get another letter for the same thing?

15 A. The certificates have to renewed.

16 Q. So my wife dying, I have to get a certificate every 30
17 days for her; is that what you're saying?

18 A. The medical certificates are only good for 30 days.

19 Q. Who's policy is that?

20 A. That's in our rules and regulations.

21 Q. When was I told of all these rules and regulations,
22 when?

23 A. The billing, sir, that the customer is notified that
24 they can request their rights and responsibilities booklet
25 twice year we send out. The chapter is on line. The

1 chapter that warrants -- that governs our billing --

2 Q. Assuming a person has a computer at home and has
3 Internet?

4 A. Well they are on view at our office. They're wildly
5 publicized.

6 Q. This notice that was left at the door being the only
7 notice this person received doesn't say anything about
8 medical, does it?

9 A. The other side does.

10 Q. It does?

11 A. Yes.

12 Q. Do you have the original?

13 A. No, I don't. You have the original.

14 Q. I have the original? You have a copy, two-sided
15 copy?

16 A. I don't know.

17 MR. STEIN: Did I interrupt, Your Honor?

18 JUDGE FORDHAM: She was answering the question
19 regarding medical certification. She had already answered
20 it.

21 Ms. Sankar, do you have anything else for this
22 witness?

23 MS. SANKAR: No, Your Honor.

24 JUDGE FORDHAM: Thank you, Ms. Ferrier, you're
25 excused.

1 THE WITNESS: Thank you.

2 (Witness excused.)

3 MR. STEIN: I would like to rebut under oath.

4 It's not rebuttal because there wasn't any -- it's a
5 rebuttal. Although there was no proof to the contrary on
6 the issue presented by Mr. Stein, Mr. Stein did not receive
7 any telephone calls or any letters accepting the notice that
8 that was placed on the door between the knob. Rolled up
9 between the knob and the doorway and the document that they
10 presented showed two phone calls with no answer. There are
11 no names if you look at the document. You'll see there are
12 no names saying who called.

13 You know what, Your Honor, can I put her back on?
14 I forgot to ask her a question. I can do it right from
15 where she's sitting.

16 JUDGE FORDHAM: Okay.

17 BY MR. STEIN:

18 Q. Ms. Farrier, in the document you said two calls were
19 made, how were those calls made? Did somebody pick up the
20 phone and actually push the buttons of my home?

21 A. Yes.

22 Q. Who was that person?

23 A. I don't know. I can get that name for you. It's not
24 on this document.

25 Q. Was it taken off the document? I see a little black

1 mark there seems to me that somebody blocked out the names;
2 is that what happened to this document?

3 A. Not to my knowledge, no.

4 Q. So why weren't the names on there?

5 A. I don't know. Perhaps they're not recorded on this
6 document.

7 Q. If they're not recorded on the document, how do you
8 know who made the call?

9 A. Because it is recorded somewhere. We do have records
10 of who made the telephone attempts.

11 Q. So all that is necessary is they dial the phone, nobody
12 answers, they hang up and it doesn't say they left a
13 message.

14 A. No, it doesn't. We are required to make two telephone
15 attempts on two different days at two different times.

16 Q. So you followed the rules?

17 A. We've satisfied that, yes.

18 JUDGE FORDHAM: Are you finished?

19 MR. STEIN: Yes, I finished my own rebuttal and
20 I'm saying as an officer of the court, I'm saying I did not
21 receive any phone calls or any letters from PECO saying
22 anything was going to happen.

23 JUDGE FORDHAM: Would you like to make a closing
24 statement?

25 MR. STEIN: No.

1 JUDGE FORDHAM: Ms. Sankar, do you have anything
2 further?

3 MS. SANKAR: No, Your Honor, I do not except I
4 move to admit PECO Exhibits 1, 2 and 3.

5 JUDGE FORDHAM: Do you have any objection?

6 MR. STEIN: No, I have no objection.

7 JUDGE FORDHAM: PECO Exhibits 1, 2 and 3 --

8 MR. STEIN: Except my first -- P-1. The 1, 2, 3
9 pages and I objected to 6 and 7. Your Honor was going to
10 rule on it later.

11 JUDGE FORDHAM: PECO Exhibit 1 Pages 1 through 3
12 have already been removed. PECO Exhibits 4 and 5 -- excuse
13 me, PECO Exhibit 1, Pages 4 and 5 are not objected to.
14 There is an objection to Pages 6 and 7; however, there is
15 information in the record that I will have to make a
16 decision on. So I'll note your objection for the record and
17 Pages 6 and 7 will be included.

18 (Whereupon, the documents were marked as
19 PECO Exhibits Nos. 1 through 3 for
20 identification and were received in evidence.)

21 JUDGE FORDHAM: As I said earlier, after today's
22 hearing, I will review the transcript that has been
23 generated, the exhibits that have been entered into the
24 record and write a Decision which will be issued from the
25 Harrisburg office.

1 After the parties receive my Decision, if there
2 are any objections, they can file exceptions and the full
3 Commission will review it. If there is no review or no
4 exceptions are filed, my Decision will become final by
5 operation of law and you'll receive notification of that.
6 Thank you.

7 MR. STEIN: Thank you.

8 MS. SANKAR: Thank you, Your Honor.

9 JUDGE FORDHAM: Thank you.

10 (Whereupon, at 1:14 p.m., the hearing was
11 adjourned.)

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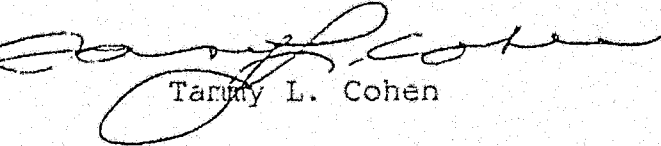
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C E R T I F I C A T E

I hereby certify, as the stenographic reporter, that the foregoing proceedings were taken stenographically by me, and thereafter reduced to typewriting by me or under my direction; and that this transcript is a true and accurate record to the best of my ability.

COMMONWEALTH REPORTING COMPANY, INC.

By: 
Tamiy L. Cohen

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SEP 17 11 24 AM

SECRETARY'S BUREAU

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FORM 2

RECEIVED

DOCUMENT FOLDER

Customer Name: Neil Stein
 Address: 400 Caranel Ct
 Narberth Pa 19072-1202

2004 FEB 17 AM 9:42

Prepared by: Regulatory Performance
 Formal PUC
 Docket # Z-01182234

SECRETARY'S BUREAU

Account Number: 50-01-08-575019

Rates: Residential Electric & Gas Heat

Bill Period	D A Y S	Meter Reading -Type	U S A G E	Diy Avg Use	Peco Bill Amt /Budget + Agmt	Supp Chg.	Amount Reqstd	Due Date	Eate Chg.	Payment	Date Pymt Rec'd	Balance	Comments
02/03/99	30	23555 - A	1800	60.0	220.02		2,246.45	03/01/99	19.06			1,535.18	Prev Balance
02/02/99	29	7662 - E	627	21.6	472.19							2,246.45	
03/03/99	28	25126 - A	1571	56.1	192.68		1,189.30	03/29/99	8.85	1,538.18	02/11/99	1,189.30	
03/03/99	29	8029 - E	367	12.6	179.50								
04/01/99	29	26661 - A	1535	52.9	188.38		1,671.94	04/27/99	14.76			1,671.94	
04/01/99	29	8396 - E	367	12.6	279.50								
05/03/99	32	28273 - A	1612	50.3	197.57		2,015.51	05/26/99	20.60			2,015.51	BM 03
05/03/99	32	8555 - E	159	4.9	125.40								
06/02/99	30	29757 - A	1484	49.4	198.78		573.43	06/28/99	4.04	1,692.54	05/27/99	573.43	BM 04
06/02/99	30	8609 - E	54	1.8	47.64								
07/01/99	29	32385 - A	2628	90.6	354.42		946.99	07/27/99	7.12			946.99	
07/01/99	29	8615 - E	6	0.2	12.02								
08/02/99	32	37370 - A	4985	155.7	675.29		1,059.82	08/25/99	4.58	580.55	07/16/99	1,059.82	
08/02/99	32	8623 - E	8	0.2	13.51								
08/30/99	28	40232 - A	2862	102.2	386.28		1,486.88	09/23/99	13.19			1,486.88	
08/30/99	28	8650 - E	27	0.9	27.59								
10/01/99	32	42650 - A	2418	75.5	293.46		1,808.43	10/26/99	18.36			1,808.43	
10/01/99	32	8653 - E	3	0.1	9.73								
10/29/99	28	44036 - A	1386	49.5	170.39		2,014.29	11/23/99	22.15			2,014.29	BM 38
10/29/99	28	8661 - E	8	0.2	13.32								
11/30/99	32	45848 - A	1812	56.6	221.19		2,498.32	12/23/99	24.45			2,498.32	
11/30/99	32	3375 - E	322	10.0	238.39								
12/29/99	29	47482 - A	1634	56.3	199.96		3,110.35	01/25/00	30.19			3,110.35	
12/29/99	29	3925 - E	550	18.9	381.88								
02/02/00	35	49544 - A	2062	58.9	254.18		3,254.06	02/24/00	30.58	664.22	01/06/00	3,254.06	BM 04
02/01/00	34	4718 - E	793	23.3	523.17								
03/02/00	29	51257 - A	1713	59.0	212.02		3,036.23	03/27/00	31.53	731.84	02/10/00	3,036.23	
03/02/00	30	5123 - E	405	13.5	270.46								

EXHIBIT
 Z-01182234
 PECO-1
 129/04/2001

Customer Name:
Address:

Neil Stein
400 Carand Cr
Narberth Pa 19072-1202

Prepared by: Regulatory Performance
Format PUC
Docket #: Z-01182234

Account Number: 50-01-08-575019

Rates: Residential Electric & Gas Heat

Bill Period	D A Y S	Meter Reading -Type	S A G E	Diy Avg Use	Peco Bill Amt /Budget + Agmt	Supp Chg:	Amount Req'd	Due Date	Late Chg.	Payment	Date Pymt Rec'd	Balance	Comments
04/03/00	32	5281 - A	1554	48.5	192.83		2,497.63	04/26/00	25.98	957.93	03/08/00	2,497.63	BM 04
04/03/00	32	5413 - E	290	9.0	200.52								
05/02/00	29	54400 - A	1589	54.7	197.05		2,139.83	05/25/00	22.60	689.99	04/17/00	2,139.83	
05/02/00	29	5571 - E	158	5.4	112.54								
05/02/00		54400 - A	0	0.0			2,166.30	06/26/00	26.47			2,166.30	BM 03 Bill delayed; questionable reading
05/02/00	29	54400 - A	1589	54.7	197.05		2,340.69	06/27/00		*1,303.74		2,340.69	BM 8'; Bill canceled from 12/29/99 to 5/2/00; revised bill to 6/1/00
06/01/00	155	5437 - E	1512	9.7	1,034.52								
06/01/00		56212 - A	1812	60.4	246.56								
06/30/00	29	59283 - A	3071	105.8	420.30		2,783.05	07/26/00	11.44			2,783.05	
06/30/00	29	5442 - E	5	0.1	10.62								
08/01/00	32	61617 - A	2334	72.9	318.60		3,148.35	08/24/00	34.03			3,148.35	
08/01/00	32	5450 - E	8	0.2	12.67								
8/28/00 Electric meter #6-1448333 removed; AMR meter # 9G-3096660 installed- set 00000													
08/31/00	30	614 - E	2412	80.4	329.36		1,518.26	09/26/00	14.32	2,002.79	08/21/00	1,518.26	
08/31/00	30	5482 - E	32	1.0	29.02								
10/2/00	32	2574 - A	1960	61.2	241.87		1,787.59	10/25/00	18.80			1,787.59	
10/2/00	32	5484 - E	2	0.1	8.66								
10/31/00	29	4163 - A	1589	54.7	197.05		2,178.52	11/27/00	21.93			2,178.52	
10/31/00	29	5711 - E	227	7.8	171.95								
12/04/00	34	6011 - A	1848	54.3	228.33		1,292.21	12/26/00	9.17	1,445.23	11/20/00	1,292.21	
12/04/00	31	6140 - E	429	13.8	321.42								
01/03/01	30	7725 - A	1714	57.1	212.60		1,486.56	01/25/01	6.87	742.46	12/27/00	1,486.56	
01/02/01	32	6922 - E	782	24.4	717.34								
02/01/01	29	9623 - A	1898	65.4	249.00		1,415.96	02/26/01	11.71	549.75	01/18/01	1,415.96	
01/30/01	28	7154 - A	232	8.2	218.44								

Customer Name: Neil Stein
 Address: 400 Caramei Cr
 Narberth Pa 19072-1202

Prepared by: Regulatory Performance
 Formal PUC
 Docket #: Z-01182234

Account Number: 50-01-08-575019 Rates: Residential Electric & Gas Heat

Bill Period	DAYS	Meter Reading - Type	U S A G E	Diy Avg Use	Peco # Bill Amt /Budget + Agmt	Supp Chg.	Amount Req'd	Due Date	Rate Chg.	Payment	Date Paid Rec'd	Balance	Comments
03/02/01	29	11283 - A	1660	57.2	216.41		898.82	03/27/01	5.84	948.52	02/14/01	898.82	
03/02/01	31	7371 - E	217	7.0	207.13								
04/02/01	31	12847 - A	1564	50.4	206.06		9.8.35	04/25/01		*1.21 898.82	04/04/01 03/15/01	928.35	*Credit Journal Entry
05/01/01	29	14237 - A	1390	47.9	183.72		1,443.89	05/29/01	11.60			1,443.89	
05/01/01	31	8272 - E	274	8.8	320.22								
06/01/01	31	16026 - A	1789	57.7	258.45		2,047.31	06/26/01	17.90			2,047.31	
06/01/01	31	8552 - E	280	9.0	327.07								
07/02/01	31	19128 - R	3102	100.0	451.06		1,055.63	07/26/01	7.32	1,461.79	05/19/01	1,055.63	BM 03
07/02/01	31	8556 - E	4	0.1	11.73								
08/01/01	30	21624 - R	2496	83.2	362.17		1,444.94	08/27/01	13.10			1,444.94	BM 00
08/01/01	30	8562 - E	6	0.2	14.04								
08/30/01	29	24763 - R	3139	108.2	456.50		1,958.42	09/26/01	17.81			1,958.42	BM 00
08/31/01	30	8590 - E	28	0.9	39.17								
10/01/01	32	26420 - R	0	0.0			1,982.42	10/25/01	24.00			1,982.42	Bill delayed questionable reading
10/01/01	31	0	0	0.0									
08/01/01	29	24763 - R	3139	108.2	456.50		1,894.80	10/30/01		*1,168.73	10/09/01	1,894.80	*Bill cancel from 03/31/01 to 08/31/01 Delayed bill issued BM 81
08/30/01	174	8320 - R	322	1.8	406.60								
09/21/01	32	26420 - A	1657	51.7	218.01								

Customer Name: Neil Stein
 Address: 400 Caranel Cr
 Narberth Pa 19072-1202

Prepared by: Regulatory Performance
 Formal PUC
 Docket #: Z-01182234

Account Number: 50-01-08-575019

Rates: Residential Electric & Gas Heat

Bill Period	DAYS	Meter Reading -Type	TUES	Dly Avg Use	Peco Bill Amt /Budget + Agmt	Supp Chg.	Amount Reqsid	Due Date	Late Chg.	Payment	Date Pymt Rec'd	Balance	Comments
10/31/01	30	27676 - R	1256	41.8	166.50		484.57	11/26/01		1900.00	10/18/01	484.57	BM 00
10/31/01	40	8607 - E	287	7.1	323.27								
11/30/01	30	29259 - R	1583	52.7	208.52		801.43	12/26/01	6.06			801.43	BM 03
11/30/01	30	8694 - R	87	2.9	102.28								
01/02/02	33	31018 - R	1759	53.3	231.23		589.72	01/28/02		801.43	12/26/01	589.72	BM 00
01/02/02	33	9104 - R	410	12.4	358.49								
01/31/02	29	32971 - R	1953	67.3	256.65		1,206.04	02/25/02	7.37			1,206.04	BM 03
01/31/02	29	9507 - R	403	13.8	352.30								
03/01/02	29	34859 - R	1888	65.1	248.28		592.00	03/25/02		1,206.04	02/12/02	592.00	BM 00
03/01/02	29	9900 - R	393	13.5	343.72								
04/01/02	31	36405 - R	1546	49.8	204.24		1,073.66	04/25/02	7.40			1,073.66	BM 03
03/29/02	28	207 - R	307	10.9	270.02								
05/02/02	31	37709 - R	1304	42.0	173.08		1,426.50	05/28/02	13.33			1,426.50	BM 04
05/02/02	34	393 - E	186	5.4	166.43								
06/03/02	32	39535 - R	1826	57.0	264.41		1,201.27	06/26/02	10.43	592.00	05/10/02	1,201.27	BM 00
06/03/02	32	492 - E	99	3.0	91.93								
07/01/02	28	42657 - R	3122	111.5	454.85		827.53	07/29/02		1,800.00	07/02/02	827.53	*Customer Deposits
07/01/02	28	539 - E	47	1.6	47.41					*864.00- *60.00-	07/02/02 07/02/02		Miscellaneous BM 00

Customer Name: Neil Stein
 Address: 400 Caranel Cr
 Narberth Pa 19072-1202

Prepared by: Regulatory Performance
 Formal PUC
 Docket # Z-01182234

Account Number: 50-01-08-575019

Rates: Residential Electric & Gas Heat

Bill Period	DAYS	Meter Reading -Type	U S A G E	Diy Avg Use	Peco Bill Amt /Budget + Agmt	Supp Chg.	Amount Reqst'd	Due Date	Late Chg.	Payment	Date Pymt Rec'd	Balance	Comments
08/01/02	31	47159 - R	4502	145.2	657.63		1,537.76	08/26/02				1,537.76	BM 00
08/01/02	31	592 - E	53	1.7	52.60								
08/30/02	29	51519 - R	4360	150.3	637.49		2,223.61	09/25/02				2,223.61	BM 38
08/30/02	29	640 - E	48	1.6	48.36								
10/01/02	32	53973 - R	2454	76.6	321.53		956.00	10/24/02				2,596.05	BM 92 BCS Decision \$50.00 + Budget
10/01/02	32	691 - E	51	1.5	50.91								
10/30/02	29	55643 - R	1670	57.5	220.47		1,434.00	11/25/02				2,998.64	BM 52
10/30/02	29	895 - E	204	7.0	182.12								
12/02/02	33	57619 - R	1976	59.8	259.90		1,783.85	12/26/02				3,379.46	BM 39 Budget Cancelled
12/02/02	33	1028 - E	133	4.0	120.92								
01/02/03	31	59135 - R	1516	48.9	200.60		2,442.38	01/27/03				3,987.99	BM 00
01/02/03	31	1518 - R	490	15.8	407.93								
01/31/03	29	60815 - R	1680	57.9	221.45		3,202.62	02/25/03				4,698.23	
01/31/03	29	2107 - R	589	20.3	488.79								
03/03/03	31	62768 - R	1953	63.0	256.60		3,925.73	03/26/03				5,371.34	
03/03/03	31	2599 - R	492	15.8	416.51								
04/01/03	29	64415 - R	1648	56.8	217.32		4,559.28	04/24/03				5,954.89	
04/01/03	29	2971 - R	372	12.8	366.23								

Customer Name: Neil Stein
 Address: 400 Caranel Cr
 Natberth Pa 19072-1202

Prepared by: Regulatory Performance
 Formal PUC
 Docket #: Z-01182234

Account Number: 50-01-08-575019

Rates: Residential Electric & Gas Heat

Bill Period	DAYS	Meter Reading -Type	U S A G E	Diy Avg Use	Peco Bill Amt /Budget + Agmt	Supp Chg.	Amount Reqstd	Due Date	Late Chg.	Payment	Date Pymt Rec'd	Balance	Comments
05/01/03	30	66162 - R	1746	58.2	229.94		5,042.34	05/27/03				6,387.95	
04/29/03	28	3174 - R	203	7.2	203.12 70.00 + 50.00								
06/02/03	32	68120 - R	1958	61.1	283.92		5,503.47	06/25/03				6,799.08	
06/02/03	34	3298 - E	124	3.6	127.21 70.00 + 50.00								
07/01/03	29	70262 - R	2142	73.8	310.98		5,928.38	07/28/03				7,173.99	
07/01/03	29	3354 - E	56	1.9	63.93 70.00 + 50.00								
08/01/03	31	73505 - R	0	0.0	70.00		474.91	08/26/03		4,570.41	08/04/03	1,670.52	Bill delayed for questionable reading
08/01/03	31	3350 - R	0	0.0	70.00 + 50.00					433.06 500.00	07/30/03 07/30/03		
08/01/03	60	73505 - R	5385	89.7	783.85		953.66	09/10/03		*502.12	08/20/03	2,149.27	*Bill canceled from 04/29/03 to 07/01/03 Delayed bill issued 08/20/03
08/01/03	94	3350 - R	176	1.8	197.02								
09/02/03	32	77851 - R	4346	135.8	635.04		1,694.53	09/25/03				2,840.14	
09/02/03	32	3398 - R	48	1.5	55.83 70.00 + 50.00								
10/01/03	29	80688 - R	2837	97.8	370.39		2,166.70	10/27/03				3,262.31	
10/01/03	29	3442 - E	44	1.5	51.78 70.00 + 50.00								

Customer Name: Neil Stein
 Address: 400 Caranel Cr
 Narberth Pa 19072-1202

Prepared by: Regulatory Performance
 Formal PUC
 Docket #: Z-01182234

Account Number: 50-01-08-575019

Rates: Residential Electric & Gas Heat

Bill Period	D A Y S	Meter Reading -Type	U S A G E	Dly Avg Use	Peco Bill Amt /Budget + Agmt	Supp Chg.	Amount Reqstd	Due Date	Late Chg.	Payment	Date Pymt Rec'd	Balance	Comments
10/30/03	29	82808 - R	2120	73.1	278.09		2,643.85	11/24/03				3,689.46	
10/30/03	29	3582 - R	140	4.8	149.06 /0.00 + 50.00								
12/01/03	32	85123 - R	2315	72.3	303.19		3,240.34	12/29/03				4,235.95	
11/29/03	30	3815 - R	233	7.7	243.30 /0.00 + 50.00								
12/31/03	30	87423 - R	2300	76.6	164.64	134.55	4,110.14	01/27/04				5,055.75	
12/30/03	31	4294 - R	479	15.4	520.61 /0.00 + 50.00								

Reading Type Codes: A - Actual E - Estimated C - Customer R - Remote/Actual

Account: 50-01-08-575019

Name: NEIL STEIN
Addr: 400 CARANEL CR
NARBERTH PA 19072
Phone: (610)6647001

Resident '1

Shut Off Date: 07/01/02

Past Due: 0000844.93
Total Due: 0001201.27

	<u>Phone Rep.</u>	<u>Date</u>	<u>Time</u>	<u>Code</u>
First Attempt		06/20/02	18:30	NA1
Second Attempt		06/21/02	09:25	NA2

Press F4 to view more records

UTIL200
MAR 08 2002

DO NOT
REMOVE
THIS DOCUMENT

EXHIBIT
2-01182234
PECO-2
1/29/04 TJC/MLK

PECO Exhibit 2

PECO Energy Company

NEIL STEIN

RECEIVED 1

DATE

RES

400 CARANEL CR

NARBERTH PA

19072

356.34 [844.93] [1201.27]

50-01-08-575019

MOS - CMH-0005

LAST	070301
ADN#	05-10
AMOUNT	

DATE	06-01-08
AMOUNT	0492
CLASSIFICATION	E E S

DATE	06-03
AMOUNT	0492
CLASSIFICATION	E E S

DATE	07-01-2002
AMOUNT	
CLASSIFICATION	

AVG	432.00
COLE	101710/19/01/2002
NOTE	

DATE	06-01-08
AMOUNT	0492
CLASSIFICATION	E E S

DATE	06-03
AMOUNT	0492
CLASSIFICATION	E E S

DATE	07-01-2002
AMOUNT	
CLASSIFICATION	

DATE	06-26
AMOUNT	356.34
CLASSIFICATION	

DATE	06-01-08
AMOUNT	0492
CLASSIFICATION	E E S

DATE	06-03
AMOUNT	0492
CLASSIFICATION	E E S

DATE	06-01-08
AMOUNT	0492
CLASSIFICATION	E E S

DATE	06-03
AMOUNT	0492
CLASSIFICATION	E E S

DATE	07-01-2002
AMOUNT	
CLASSIFICATION	

DATE	07-01-2002
AMOUNT	
CLASSIFICATION	

Meter Numbers 1 96 1096686 2 020 629656 3 2142

Call Date 07/01/2002

500108575019
400 CARANEL CR
36011

411118 [50] [07/01/2002] RE

5999ERP 3616 MAINTEN ST
HILA
9999MMTO \$125 0831, 125
930, BAL 1031
50-01-08-575019

AMOUNT PAID

PECO Exhibit 2

PECO Energy Company

1-888-480-1533

YOUR SERVICE HAS BEEN SHUT OFF
AVISO: Su Servicio Ha Sido Suspendido

DATE 7/1/02

NAME <u>Neil Stein</u>	
ADDRESS <u>406 Caramia Cr</u>	
TELEPHONE NUMBER	ACCOUNT NUMBER <u>5001078575019</u>

Your Electric Gas Service Has Been Shut Off Because:

- You have a past due amount of PECO Energy charges in the amount of \$ 844.93 as of 7/1/02
- You have not let us read your meter(s).
- You have a past due amount of PECO Energy charges in the amount of \$ _____ as of _____ and you have not let us read your meter(s).
- You have not paid a past due balance of \$ _____ for PECO Energy charges at _____ from _____ to _____.
- You did not give PECO Energy the Identification (I.D.) we need when you applied for service.
- You have not applied for service.
- You have not paid the PECO Energy deposit in the amount of \$ _____.
- Other _____

To have your service turned on again, call us at 1-888-480-1533.

You may have to do the following before we turn your service back on:

- Pay PECO Energy Past Due amount of \$ 844.93.
- Let us read your meter(s).
- Apply for service and/or show identification.
- Pay a turn-on charge of \$ 60.00.
- Pay a security deposit equal to two months of average PECO Energy charges.
- Call us right away to make payment arrangements or dispute your PECO Energy past due bill.

After you take the required action, we have until the end of the next business day to turn your service back on. Also, we may not turn your service back on unless an adult is at home.

To talk about your bill, please call us at 1-888-480-1533 or visit our office listed on the back of this notice.

****THIS NOTICE IS FOR PECO ENERGY COMPANY AND ITS CHARGES ONLY****
See other side for more information.

ATENCION

Este es un mensaje muy importante. Si usted no lo entiende,
favor de llamar al número de teléfono que aparece en este documento.

198 02890T Rev. 5/99 RP

CSS03101

PA. PUBLIC UTILITY COMMISSION
BUREAU OF CONSUMER SERVICES
CLOSING DATA

8/29/02

BCS CASE NUMBER: 1182234

DATE CASE OPENED: 7/2/02

CUSTOMER NAME: NEIL STEIN
SVC. ADDRESS: 400 CARANEL CIRCLE

NARBERTH, PA 19072

COMPANY NAME: PECO ENERGY

ACCOUNT #: 500108575019

TOTAL BALANCE/BASIC: \$827.53
PRIOR CASE NO:

RESOLUTION:

RECORDS INDICATE COMPANY FOLLOWED ALL PROPER PROCEDURES PRIOR TO THE
TERMINATION OF SERVICE IN ACCORDANCE WITH CHAPTER 56 REGULATIONS.

AMOUNT MONEY SAVED: \$88,888.88

COMPLIANCE
VIOLATION (ALLEGED, ACTUAL, NO): NO
CHAP 56/64/OTHER: SECTION/RULE:

DECISION ISSUED: Y ORAL/WITTEN: W
INVESTIGATOR: GONZALEZ LIONEL
CLOSING DATE: 8/19/02

RECEIVED

SEP 04 2002

REGULATORY
PERFORMANCE

1-29-04

2-01182234

PECO Exhibit No. 3

Phila
TLC

①

BCS CASE NUMBER: 1182234 BCS UTILITY CODE: 0011

CUSTOMER NAME: NEIL STEIN
ADDRESS: 400 CARANEL CIRCLE
NARBERTH, PA 19072

DATE CASE CLOSED: 8/19/2002

TOTAL/FINAL ACCOUNT BALANCE: \$827.53

DATE OF ACCOUNT BALANCE: 7/30/2002

NO.2'S (OFFS)
TO HAVE SERVICE RESTORED PAY: \$0.00

NO.3'S (REMEDS)
TO KEEP SERVICE ON PAY THIS AMOUNT: \$0.00 BY

TERMS: BEGINNING: SEPTEMBER 02

SPECIAL BUDGET OR OPTIONAL PAYMENT AMOUNT: \$478.00

REGULAR BUDGET AMOUNT: \$428.00
PLUS PAYMENT TOWARD ARREARS: \$50.00

FINAL BILL MONTHLY PAYMENT: \$0.00

CURRENT BILL MONTHLY PAYMENT: \$0.00

END OF MONTH PAYMENT: \$0.00

10 DAY PAYMENT OR RECONNECT AMOUNT: \$0.00

BEGINNING WITH THE BILL DATED:

CUSTOMER WILL PAY CB PLUS: \$0.00

DOCKETED
MAR 08 2004

DOCUMENT
FOLDER

INVESTIGATOR - LIONEL GONZALEZ

EXHIBIT
2-01182234
PECO-3
1/29/04 TUC Price

PECO Exhibit No. 3

DOCUMENT
FOLDER

RECEIVED
MAR 08 2004

February 22, 1996

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

SECRETARY'S BUREAU

CONFIDENTIAL

RECEIVED

Re: Account #50-01-080575019

Dear Sir/Madam/Computer:

Enclosed find copy of notice we received. At first we thought we were receiving a response to a previous letter we sent your company seriously questioning a billing of \$789.39 we had received. But your response was not directed to this issue. Instead you have asked for payment and have added interest.

We have challenged and are challenging the billing of \$789.39. It followed soon after the installation of a new meter. Perhaps something has been misread or improperly installed. Our monthly bills, especially relating to gas, are not that high. Even with the cold season, our heating equipment is dual zoned, and the thermostat automatically lowers the temperature during the day time when no one is home, and again in the evening when everyone is sleeping. The use for two adults and one child in minimal. We want to have this checked out.

As to your request for meter readings, if the meter reader comes during the daytime, no one will be available to let him or her enter. I will make myself available on Friday, March 1, 1996 between the hours of 8:30 A.M. to 10:00 A.M. to allow ingress.

As to your attempt to obtain a challenged payment by threats of adverse credit reporting, please advise which credit bureau you are referring to. We will want to check with them to ascertain the legality of the information you have supplied.

Very truly yours,

NEIL H. STEIN

EXHIBIT
Z-01182234
Complaintant-1
1/29/04 NCP/phil

March 11, 1996

PECO ENERGY
P.O. BOX 13439
PHILADELPHIA, PA.
19162-0439

SECRETARY'S BUREAU

RECEIVED

RECEIVED

RE: ACCOUNT NO 50-01-08-575019

Dear Sir/Madam/Computer:

We have never received the courtesy of a response to our letter of February 22, 1996.

No representative appeared at our premises on March 1, 1996 although we waited until 10:30 A.M.

We have enclosed our check for \$785.20. This should leave a balance allegedly due of \$789.39. As set forth in our previous correspondence, this amount remains challenged. We will not agree to pay any interest on this amount.

We offer you the opportunity to send a representative to read the meter on Friday, March 29, 1996 between the hours of 8:00 A.M. to 10: A.M.

Very truly yours,

NEIL H. STEIN

August 20, 1996

PECO Energy
Customer Services Department
2301 Market Street
Philadelphia, PA. 19101

SECRETARY'S BUREAU

AUG 27 11 51 AM '96

Re: 50-01-08-575019

Dear Sir/Madam/Computer:

We have been getting a series of writings from your company over the last ten days. We would like to respond.

Please do not threaten us with reporting our late payment to the credit bureau. These things happen from time to time and if you chose to report same, do so. We are enclosing a check for \$323.32 which makes this account current until August 26, 1996.

The electric meter is outside the house and can be therefor "read" without your representative coming into our house. The Gas meter is inside the house, and it is unfortunate that you send your representative at a time when people go to work and no one is home. **Please note that we will wait at home on Tuesday, August 27, 1996 until 9:30 o'clock A.M., for your representative to arrive to read the gas meter.**

Very truly yours,

NEIL H. STEIN

December 19, 1996

Peco Energy
2301 Market Street
Philadelphia, PA. 19101

SECRETARIAT'S BUREAU

2001 FEB 17 11 01 AM

SECRETARIAT'S BUREAU

Re: Acct. # 50-01-08-575019

Dear Sir/Madam/Computer:

We are attaching your correspondence of December 12, 1996 for ease of reference.

Enclosed find draft for \$184.07 as requested. No one in the household has yet to see any billing for \$426.75. Would you kindly forward a duplicate copy of same at your earliest possible convenience.

With respect to meter readings, one would suspect that you would realize that you cannot gain access to the house if no one is at home. As long as you send someone to read the meter without prior arrangements at a time when everyone is at work or at school, this will continue. However, for two months in a row we have phoned the meter reading to your company in accordance with the instructions on the card left by the meter reader. Why have the consumer read the meter and phone in the information if it will be ignored?

Please call the undersigned at the above-letterhead phone number and we will try to make arrangements for your meter reader to enter the home.

Very truly yours,

NEIL H. STEIN

February 24, 1997

Peco Energy
Customer Service
2301 Market Street
Philadelphia, PA. 19101

Re: Acct. # 50-01-08-575019

SECRETARY'S BUREAU

Dear Sir/Madam:

We have just received your billing dated February 18, 1997. Our meter was "read" the months of January and February 1997. You had phone-in readings for the months of November and December 1996. Nevertheless, the bills we received at the commencement of January and February 1997 did not include any new charges. In fact, the last billing has a zero balance due. The bills included a note that billing was delayed, with apologies.

Now we are presented with a billing for \$1,313.87. That is a large sum of money to request all at once, especially when you could have merely based your billings on estimated sums, even though you had actual readings. To purposely delay billings and then to request a rather large lump-sum payment is unconscionable.

We intend to pay the sum of \$438.00 on or before March 11, 1997. Thereafter, and until this billing is paid in full, we shall add an additional \$200.00 to our monthly bills beginning with the April 1997 payment, assuming, of course, the accuracy of the billing.

If we do not hear from you to the contrary, we shall assume that this arrangement is agreeable. Of course, we do expect your company not to issue adverse statements to any Credit Reporting Company reflecting non-payment or poor payment. If our expectation is incorrect, please advise.

Very truly yours,

NEIL H. STEIN
Aramark Tower, Suite 2626
1101 Market St., Phila., PA. 19107-2934
(215) 627-5700

February 25, 1997

Peco Energy
Customer Service
2301 Market Street
Philadelphia, PA. 19101

Re: Acct. # 50-01-08-575019

Dear Sir/Madam:

We neglected to send with the letter we sent to you yesterday, February 24, 1997, the enclosed letter from our medical doctor, Dr. Robert Weiss of 191 Presidential Boulevard, Bala Cynyd, PA 19004.

If you have trouble reading his writing, please call and we will arrange for an "official" translation. In essence, Dr. Weiss that I am a stroke victim and he did not want the electric turned off because I may not remember to pay a bill due to short term memory complication.

Thank you for your anticipated cooperation.

Very truly yours,

NEIL H. STEIN
Aramark Tower, Suite 2626
1101 Market St., Phila., PA. 19107-2934
(215) 627-5700

SECRET
FEB 27 1997
BUREAU

April 12, 2000

PECO ENERGY
P.O. Box 13439
Philadelphia, PA.
19162-0439

SECRETARIAT BUREAU

Re: Account 50-01-08-575019

Dear Sir/Madam/Computer:

We hope to resolve two issues set forth in your form letter of April 5, 00:

1. Enclosed find check in the sum of \$689.99.
2. The electric meter has been mounted outside our house as long as I can remember. If you want to read the gas meter, we will wait in the morning of Friday, April 21, 2000 **until** 9:00 am for your meter-reader to come to our home.

Very truly yours,

NEIL H. STEIN

July 2002

Date	Max	Min	Liquid	Snow	Depth
1	92	72	0	0	0
2	99	76	0	0	0
3	100	82	0	0	0
4	101	82	0	0	0
5	90	70	0	0	0
6	83	68	0	0	0
7	90	70	0	0	0
8	94	70	0	0	0
9	96	74	0.57	0	0
10	90	71	0	0	0
11	83	63	0	0	0
12	87	62	0	0	0
13	88	69	0.13	0	0
14	80	69	0.02	0	0
15	93	70	0	0	0
16	93	77	0	0	0
17	97	71	0	0	0
18	97	78	0	0	0
19	95	73	1.92	0	0
20	91	72	0	0	0
21	92	75	0	0	0
22	95	74	0	0	0
23	97	74	0.03	0	0
24	79	70	0	0	0
25	82	68	0	0	0
26	76	67	0.01	0	0
27	82	69	0	0	0
28	95	75	0.03	0	0
29	101	83	0	0	0
30	95	83	0	0	0
31	98	75	0	0	0
			2.71	0	

7/1 HEAT INDEX 102°F

DOCUMENT FOLDER

DOCKETED MAR 08 2004

Calendar Day observation (Midnight to Midnight Local) for Temperature
9am to 3am Local for Precipitation

RECEIVED
2004 FEB 17 11:09:43
SECRETARY'S BUREAU

EXHIBIT
2-01182234/
Complaint-3
1/27/04 [signature]