

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

LADONNIA SMALLS,
v.
PECO ENERGY COMPANY
Telephonic Hearing

Docket No.: Z-01172975

Keystone Building
Conference Room A
400 North Street
Harrisburg, PA

DOCUMENT

Wednesday, December 15, 2004
Commencing at 10:06 a.m.

BEFORE:

LOUIS G. COCHERES, Administrative Law Judge

APPEARANCES:

DOCKETED

NONE PRESENT
For the Complainant

JAN 13 2005

LISA LUTZ, Esquire
Exelon Business Service Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
For the Respondent
(Via Telephone)

JAN 27 2005

REPORTER: CORTNEY M. WILSON

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<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
Renee Tarpley	9			

P R O C E E D I N G S

JUDGE LOUIS G. COCHERES:

Good morning, Ms Lutz. My name, as you know by now, is Louise Cocheres, and I'm the Administrative Law Judge assigned to hear the matter of Ladonna Smalls versus PECO Energy Company at Commission Docket Number Z-01172975. We're here today by telephone for a hearing with Ms. Smalls. Unfortunately, Ms. Smalls is not available. When I dialed the number listed on her complaint, a gentleman answered, obviously just having been wakened by the telephone and informed me that she was not there, she was at work. And I asked him if she had a hard line phone number and he didn't seem to know it. And I said, well, I have her cell phone, and he said to use that. And so I tried her cell phone number which is also listed on her complaint as her work telephone number and I got the number is not in service recording. And maybe I hung up prematurely but I did not get any voice mail. So I have now decided that I have no way to contact Ms. Smalls.

Ms. Lutz, I understand you have been having a similar problem?

ATTORNEY LUTZ:

1 Yes, Your Honor. We attempted to reach
2 the Complainant in an effort to settle this matter,
3 both by telephone and by letter. Our telephone
4 response was similar to yours in that we got --- we
5 did not get a return message on her home phone number
6 and her cell number was disconnected. And she has not
7 responded to our letter follow-up.

8 JUDGE:

9 Did she have an answering unit on her
10 phone?

11 ATTORNEY LUTZ:

12 No, we don't --- we have no record that
13 there was an answering unit on her phone at home.

14 JUDGE:

15 So you talked to the same gentleman that
16 I did?

17 ATTORNEY LUTZ:

18 No, we did not reach anyone at that
19 number. And that's why we tried her cell phone number
20 and it was disconnected and then we sent her a letter
21 asking her to contact us and she did not contact us.

22 JUDGE:

23 How long ago did you send the letter?

24 ATTORNEY LUTZ:

25 One moment, please. November 15th was

1 the date of the letter.

2 JUDGE:

3 Well, that seems to be a fairly
4 reasonable amount of time expired for her to have
5 called you back. Okay. I'm going to take official
6 notice of a few things. First, I'm going to notice
7 that the Office of Administrative Law Judge sent out a
8 Notice of Hearing dated August 26th setting up the
9 hearing for today, December 15th, by telephone. And
10 that it listed her name and the same phone number that
11 I dialed this morning. And I note that it includes a
12 last page which gives the addresses of the parties.
13 And it is the same address as is listed on her
14 complaint.

15 In addition, I sent out a Prehearing
16 Order dated September 24th, and I sent it to the same
17 address, I believe --- . Yes, I sent it to the same
18 address as is listed on the complaint. The Prehearing
19 Order specified that a telephone hearing would be held
20 on December 15th, at 10:00 in the morning.

21 I'm also looking at the Commission's
22 official red document folder and there's no indication
23 that either the Notice of the Hearing or the
24 Prehearing Order came back. In addition to which when
25 I dialed the home phone number listed on the

1 complaint, the gentleman who answered very obviously
2 knew Ms. Smalls because he knew to say that she wasn't
3 home. So I am assuming that she got notice from the
4 Office of Administrative Law Judge and from me
5 personally. And I note that Ms. Smalls should have
6 received by Federal Express a letter from Ms. Lutz
7 dated December 7th, 2004, which specified that a
8 hearing would be held on December 15th as well, and it
9 enclosed the exhibits that PECO intended to use for
10 today's hearing.

11 Ms. Lutz, when you send out this
12 material, if the resident is not there, is it returned
13 by Federal Express or is that not a service that you
14 request anymore?

15 ATTORNEY LUTZ:

16 Yes, it would be noted as a return and we
17 received no notation as to that. And I would confirm
18 that this is the same address in which she is
19 continuing to receive service. And I do want to make
20 one correction. We also followed up on December 2nd
21 and actually called her home telephone. And we have
22 just verified our records that she does have an
23 answering machine and we do believe a message to
24 contact us on December 2nd.

25 JUDGE:

1 All right. And she did not respond?

2 ATTORNEY LUTZ:

3 That is correct.

4 JUDGE:

5 And I believe you told me you had a
6 letter dated November 15th as well?

7 ATTORNEY LUTZ:

8 That is correct. We sent a letter on
9 November 15th, 2004 asking her that --- informing her
10 that we were attempting to reach her and asking her to
11 call us directly and she never contacted us.

12 JUDGE:

13 All right. Well, have you been involved
14 in the Commission's call of the list process?

15 ATTORNEY LUTZ:

16 Yes, Your Honor, I have been.

17 JUDGE:

18 And would you like to follow the format
19 that was established there, which I must candidly tell
20 you that I only know the process exists, I'm not
21 particularly familiar with it, and present evidence or
22 do you have some other format that you want to use
23 today?

24 ATTORNEY LUTZ:

25 Your Honor, I would prefer to follow that

1 format and create a brief record on this matter with a
2 witness I have in my office and then I will present a
3 motion after that testimony.

4 JUDGE:

5 That would be just fine. Who is your
6 witness?

7 ATTORNEY LUTZ:

8 This morning I would like to call Ms.
9 Renee Tarpley.

10 JUDGE:

11 Ms. Tarpley, would you raise your right
12 hand?

13 -----
14 RENEE TARPLEY, HAVING FIRST BEEN DULY SWORN, TESTIFIED
15 AS FOLLOWS:

16 -----
17 JUDGE:

18 For the benefit of my court reporter,
19 would you spell your first and last names for us?

20 A. Renee Tarpley, P-E-N-E-E,
21 T-A-R, P as in Paul, L-E-Y.

22 JUDGE:

23 Would I be correct in assuming that you
24 have appeared at least once or twice in front of me in
25 the past?

1 A. Yes.

2 JUDGE:

3 Yes, I thought so. Counselor?

4 ATTORNEY LUTZ:

5 Thank you, Your Honor.

6 DIRECT EXAMINATION

7 BY ATTORNEY LUTZ:

8 Q. Ms. Tarpley, would you please state your business
9 address?

10 A. 2301 Market Street, Philadelphia, Pennsylvania,
11 19101.

12 Q. And by whom are you employed?

13 A. PECO Energy.

14 Q. And what position do you have at PECO Energy?

15 a. I'm a regulatory assessor.

16 Q. And would you generally describe your duties as a
17 regulatory assessor?

18 A. I'm responsible for reviewing informal and formal
19 complaints filed with the Bureau of Consumer Services.

20 Q. In the course of your employment with PECO, have
21 you had the opportunity to review and become familiar
22 with the account of Ms. Ladonna M. Smalls?

23 A. Yes.

24 Q. Can I now refer you to what has been marked as
25 PECO Exhibit Number One.

1 (PECO Exhibit Number One
2 marked for identification.)

3 A. Yes.

4 BY ATTORNEY LUTZ:

5 Q. Would you please tell us what services Ms. Smalls
6 received from PECO?

7 A. Ms. Smalls is a residential electric rate customer
8 on a CAP rate program.

9 Q. And could you explain the effects of the CAP rate
10 program on this account?

11 A. Ms. Smalls receives a 50 percent discount on the
12 first 500 kilowatt hours of electrical usage. Any
13 usage thereafter is based on the regular rates.

14 Q. And would you give us the beginning date of the
15 billing period of this statement, the first entry on
16 page one?

17 A. July 15, 2002.

18 Q. And would you verify that that is the date Ms.
19 Smalls first received service at this address?

20 A. Yes.

21 JUDGE:

22 Excuse me. Ms. Tarpley?

23 A. Yes, Your Honor.

24 JUDGE:

25 Would you be kind enough to look at your

1 exhibit on page one at the top and tell me that
2 billing period date again?

3 A. That should be January 15, 2002.

4 JUDGE:

5 Yes, that's what I thought.

6 A. I thought I said July, Your Honor, I'm sorry.

7 JUDGE:

8 That's okay, those things happen.

9 Proceed.

10 ATTORNEY LUTZ:

11 Thank you.

12 BY ATTORNEY LUTZ:

13 Q. And Ms. Tarpley, what is the ending period date on
14 this three-page exhibit marked PECO Exhibit Number
15 One?

16 A. November the 4th of 2004.

17 Q. And do you have any updates to this account
18 statement?

19 A. Yes. Well, no.

20 Q. The answer was no; correct?

21 A. That's correct.

22 Q. To verify, Ms. Smalls began receiving service at
23 this address on January 15, 2002; correct?

24 A. That's correct.

25 Q. And when the application was processed --- would

1 you explain the procedure? There's normally a field
2 visit that's actually performed to read the meter;
3 correct?

4 A. That's the normal procedure, yes.

5 Q. And what was the date when a meter reading was
6 obtained at this property?

7 A. An actual meter reading was attained February the
8 19th, 2002.

9 Q. And why was there no visit prior to that time?

10 A. The company may attempt to read the meter but we
11 were not successful. There was no access to the
12 meter.

13 Q. Thank you. So the actual meter reading was
14 obtained on February 19th of 2002; correct?

15 A. That's correct.

16 Q. And then we had a meter replacement on this
17 account as of what date?

18 A. May 18, 2002.

19 Q. And why was the meter changed at that time?

20 A. The meter was changed for the company's initiative
21 to automate our meter reading circuit.

22 Q. Thank you. And since the turn-on, the readings
23 were estimated at this property until the 2/19/02
24 actual reading when they went into the property. And
25 would you confirm that there were estimated billings

1 from January 15th to February 19th when we actually
2 got into the property?

3 A. Yes, the usage was estimated.

4 Q. Okay. And based on the reading on 2/19, would it
5 reveal that the estimated readings were underestimated
6 or overestimated?

7 A. They were underestimated.

8 Q. Even though they were underestimated, based on the
9 actual reading on February 19th of 2002, did PECO give
10 the customer an adjustment credit on this account?

11 A. Yes, we did.

12 Q. And could you explain that on this account
13 statement page one?

14 A. If you refer to page one, it's the second row
15 entry after the meter-reading information. Go to the
16 fourth column from the right and it indicates that we
17 gave the customer a credit of \$72.59.

18 Q. And was there an adjustment --- on that same line
19 it indicates an adjustment because of the CAP program.
20 Could you please explain that?

21 A. It wasn't an adjustment because of the CAP
22 program, the adjustment was because the customer felt
23 they were using --- they were being billed for a
24 previous tenant's service. So the company instead
25 adjusted the turn-on from the actual reading February

1 the 19th, 2002 instead of January the 15th, 2002,
2 resulting in the credit of \$72.59.

3 Q. And the indication of the rate set aside of
4 \$26.51, could you explain that?

5 A. If the customer's on CAP rate, prior to being on
6 CAP rate, whatever the balance is at that time, that
7 amount is set aside and the customer is not required
8 to make that payment as long as they comply with the
9 criteria of the program. So it was \$26.51 at the time
10 of enrollment.

11 Q. Thank you. And could you give us the current
12 balance on this account?

13 A. The current balance --- the customer acutely has a
14 credit balance of \$61.40.

15 Q. Thank you. Can I now refer you to what has been
16 marked as PECO Exhibit Number Two?

17 (PECO Exhibit Number Two marked for
18 identification.)

19 A. Yes.

20 BY ATTORNEY LUTZ:

21 Q. Could you please describe this.

22 A. PECO Exhibit Two is a summarization of agreements
23 that the customer was given on the account, as well as
24 the contact relative to payment terms.

25 Q. Thank you. Can I now refer you to PECO Exhibit

1 Number Three?

2 (PECO Exhibit Number Three
3 marked for identification.)

4 A. Yes.

5 BY ATTORNEY LUTZ:

6 Q. Would you please describe this exhibit?

7 A. This is a copy of the decision that was rendered
8 at BCS Number 1172975 for Ms. Smalls. The decision
9 was issued February 20th, 2004, and the customer was
10 to pay \$15 plus the budget beginning with the bills
11 due in April of 2004.

12 Q. Thank you. And Ms. Tarpley, what is PECO's final
13 position relative to this account?

14 A. The company requests that the customer continue to
15 comply with the BCS decision.

16 Q. Thank you.

17 ATTORNEY LUTZ:

18 Your Honor, at this time I would like to
19 move to admit PECO Exhibits One through Three into the
20 record.

21 JUDGE:

22 Admitted without objection.

23 ATTORNEY LUTZ:

24 And I would also like to move to dismiss
25 this matter for failure to prosecute.

1 JUDGE:

2 That motion will be granted, I'm sure.

3 ATTORNEY LUTZ:

4 Thank you. And I have nothing further
5 this morning, Your Honor.

6 JUDGE:

7 Thank you. Ms. Tarpley, I'm a little bit
8 confused here.

9 A. Yes, Your Honor, how may I help you?

10 JUDGE:

11 All right. You told me that her current
12 balance was a credit of \$61.40; right?

13 A. That's correct.

14 JUDGE:

15 And then you told me your final position
16 was that you wanted her to comply with the BCS
17 decision; right?

18 A. That's correct.

19 JUDGE:

20 Now, if she doesn't owe a balance and she
21 has no arrearage to pay for, why does she need to
22 comply with the BCS decision?

23 A. Your Honor, it's a matter of the way the account
24 is set up once you place an agreement on the
25 customer's account. It will still look at the --- the

1 set-aside amount when the agreement was entered on the
2 account is still being billed at a \$15 installment.
3 Because the customer is on budget billing, it's still
4 reflecting \$15 plus the budget billing. Because the
5 unbilled agreement amount is still on her account but
6 it's not actually owed on the account, it's just the
7 way the account is set up for billing.

8 That was my attempt to hopefully get in contact
9 with Ms. Smalls and explain to her that it would be
10 best for her to just cancel out the budget billing or
11 allow me to move her money around so it can reflect
12 that all she's getting billed is budget and not an
13 unbilled agreement amount. She really needs to --- it
14 will be more understanding for her, but she insists on
15 someone looking at her account. She insists on paying
16 the \$60 that's required from the decision. So it's
17 creating a credit balance on the account.

18 ATTORNEY LUTZ:

19 And she would need to verify to you to
20 make that adjustment on her account?

21 A. Right. She has to let me know that she's willing
22 --- she wants me to make that adjustment. Other than
23 that, it's going to still look at if the agreement is
24 set up on her account and it's going to ride itself
25 out until that unbilled amount appears to be zero.

1 JUDGE:

2 Well, it's already zero; isn't it?

3 A. Technically it is zero but because she's on budget
4 billing, plus an agreement, unless we just take it as
5 if she's just getting billed straight revenue it's
6 going to keep looking like it's a budget billing plus
7 agreement account. She has to let me know, well, I'll
8 just pay the bill as is, that way I can, you know,
9 have that so-called unbilled agreement amount applied
10 to the credit and it will wipe itself out. I wish I
11 had the opportunity to show you how our system looks
12 and I can tell you I can move this amount to the
13 cancel out in the credit portion. So all she would be
14 seeing is a credit on her bill each and every month if
15 she continues to pay \$60 a month. It's difficult if
16 it's not in front of you to see how this is working
17 for her.

18 JUDGE:

19 Well, I understand that she has a credit
20 balance; is that right?

21 A. Now she has a credit balance. When the agreement
22 was initiated her balance was \$235.65.

23 JUDGE:

24 Right. But that's been wiped out; right?

25 A. Right. So she has the payments made on the

1 account but when you actually place it on a customer's
2 account to say or indicate I want \$15 to be taken out
3 as back bill each and every month, plus the budget
4 amount, the billing is then set up to reflect that
5 it's going to be on budget billing plus a \$15
6 installment amount. And any amount that you pay
7 because you're on budget billing, it will just keep
8 crediting the budget area and not really wiping out
9 the unbilled agreement balance until like you either
10 cancel the budget and do internal processing of
11 debiting and credit so the account can show as just
12 credit and off the agreement and off the budget. And
13 I wanted to confirm that with Ms. Smalls. So she may
14 be comfortable with just paying \$60 and building up
15 credit for maybe her high-volume season, I'm not sure
16 of that.

17 JUDGE:

18 But doesn't the \$60 a month represent her
19 budget bill plus \$15?

20 A. Yes.

21 JUDGE:

22 All right. Well, Ms. Lutz, it's my
23 understanding that when the Bureau of Consumer
24 Services sets up a payment plan, that the plan is to
25 stay in effect until the arrearage is paid; is that

1 also your understanding?

2 ATTORNEY LUITZ:

3 Yes, it is, Your Honor.

4 JUDGE:

5 Given that that's true and given that Ms.
6 Tarpley has just testified that the arrearage is paid,
7 I find it difficult to understand that the customer
8 must initiate an action to stop being faced with a
9 monthly bill that includes a payment on an arrearage
10 that does not exist. And it seems to me that if you
11 at PECO cannot understand that the customer should no
12 longer be billed for that, I should be putting it in
13 an order to make it perfectly clear. Am I missing
14 something here?

15 A. No, Your Honor. I believe because of the
16 difficulties in reaching this customer, that we will
17 override the system and get this corrected without the
18 customer's verification. And at this time, we would
19 modify our final position on this account.

20 JUDGE:

21 Yes. and I have no difficulty leaving her
22 on a budget bill. I mean, that's not a problem for
23 me. In fact, I think that pretty obviously by your
24 Exhibit Number One indicates that she's paid regularly
25 on the budget bill; am I right?

1 A. That is correct. And I think at this time what we
2 will need to do is modify PECO's final position to
3 move her to budget billing only.

4 JUDGE:

5 Right. Is this policy that Ms. Tarpley
6 just explained applied to all of the PECO customers
7 who have payment agreements outstanding, even if the
8 arrearage is paid?

9 A. It's actually a system issue. But really when a
10 customer is paid, they normally contact us. And
11 there's very few instances where they continue with a
12 credit balance, that they don't contact us. We're
13 having significant unusual difficulties in reaching
14 Ms. Smalls.

15 JUDGE:

16 Well, given that you are --- does the
17 system alert you that the arrearage is paid as it
18 would have --- for example, in Ms. Smalls' account,
19 does the system automatically alert you that the
20 arrearage is paid? Ms. Tarpley, would you be better
21 off answering that question than Ms. ---?

22 A. I don't think it alerts us to a point where we
23 would like to, make the total adjustment on the
24 account. I don't think there's anything in place
25 where it indicates that an agreement is finished and

1 you should --- unless it rides itself out. In this
2 particular case, what could have been done is just to
3 cancel --- adjust the customer's account so that's all
4 she could pay is budget. But I have to say for my own
5 performance that I always like to contact the
6 customers and let them know what's going on on the
7 account before I make any changes to it. And that's
8 the only thing that stopped me from, you know, just
9 moving the money around or moving the debits and
10 credits around without her knowledge.

11 JUDGE:

12 Is there any reason that you couldn't
13 just put that in a letter to her, you know, that our
14 records indicate that the arrearage is paid and we're
15 going to --- you know, we notice that your account has
16 a credit so we're going to show that on the bill and
17 you won't owe anything the next time around and we'll
18 keep you on the budget bill ---.

19 A. I'm sorry, Your Honor. Well, I can go further
20 with that, but the letter that I sent to her November
21 the 15th gave her account status, and that I needed
22 her to contact me to, you know, discontinue it.

23 JUDGE:

24 Well, I'm still having a little
25 difficulty with the idea that the customer actually

1 must contact you when you know they're paying more
2 money than they need to.

3 A. It's not truly that much, Your Honor. It's
4 something I feel comfortable with. It's my action to
5 notify the customer. I wanted her to truly have an
6 understanding of her account because her first issue
7 was that she thought she was paying someone else's
8 account.

9 JUDGE:

10 Yes, and I understand that and I applaud
11 you for wanting to try and straighten that issue out,
12 although based on my experience, and probably yours,
13 they're not likely to believe you unless the
14 Commission says it's true.

15 A. That's right.

16 JUDGE:

17 But as for --- you know, the fact that
18 she had already paid down her arrearage, I'm a little
19 stunned to discover that you were waiting for her to
20 do something to change her payment plan. Because
21 every order I've ever written in a case like this I
22 say, you know, make the payments, you know, the budget
23 bill payments, plus a given amount until the arrearage
24 is paid.

25 A. I understand, Your Honor. Yes, we most definitely

1 should have just, you know, readjusted her account to
2 reflect the accurate status of her account without her
3 consent.

4 JUDGE:

5 Well, I don't think you need her consent
6 because that's what the BCS orders normally.

7 A. True.

8 JUDGE:

9 Okay. Well, I know we digressed. But
10 that being said, I certainly will grant the motion to
11 dismiss for failure to prosecute. Actually, according
12 to the testimony you presented, Ms. Lutz, this case is
13 actually moot.

14 ATTORNEY LUTZ:

15 That is correct, Your Honor.

16 JUDGE:

17 Fine. Well, I appreciate the
18 information. It really does help. I'm glad the case
19 is moot. I'm always happier when the customer has
20 already paid the bill before we start than to have to
21 go through a difficult issue with trying to get them
22 to pay. And it was nice meeting you. Ms. Lutz,
23 someday maybe we'll get to meet in person.

24 ATTORNEY LUTZ:

25 Thank you.

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JUDGE:

And Ms. Tarpley, maybe some day you and I will get to meet in person.

A. Yes, Your Honor.

ATTORNEY LUTZ:

Thank you. Have a good day.

* * * * *

HEARING CONCLUDED AT 10:32 A.M.

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C E R T I F I C A T E

I hereby certify that the
foregoing proceeding 12/15/04 Cochran
was reported by me, that I have read this
transcript on 1/7/05, and I attest
that this transcript is a true and
accurate record of the proceeding.

Courtney M Wilson
Court Reporter

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Z-01172975

STATEMENT

Prepared by: Regulatory Performance
PUC Case
Docket #Z-01172975

Account Statement
Customer Name
Address

Ladonna M Smalls
614 W Huntingdon St 2nd Fl
Philadelphia Pa 19133-2210

Account Number: 23-04-06-122062 Rates Electric, Residential -CAP Rate

Bill Period	DAYS	Meter Reading -Type	U S A G E	Dly Avg Use	Peco Bill Amt /Budget + Agmt	Supp Chg.	Sales Tax	Amount Reqstd	Due Date	Late Chg	Payment	Date Pymt Recd	Balance	Comments
01/15/02		17747 - IE												Initial estimated rdg
02/05/02	21	18038 - E	291	13.8	40.92			*46.92	02/28/02				46.92	1st bill- Includes \$6.00 transfer fee
02/19/02		18277 - A												Check Rdg
03/06/02	29	18418 - E	380	13.1	54.11			101.03	04/01/02				101.03	
04/05/02	30	18791 - E	373	12.4	53.21			107.24	04/30/02		47.00	04/02/02	107.24	
05/07/02	32	19191 - E	400	12.5	56.68			55.92	05/31/02		103.00	04/30/02	55.92	BM 50
5/18/02 Meter change #9-4282232 removed-index 19641; installed AMR #9U-6145881 set index 00000														
06/06/02	30	00251 - E	701	23.3	99.10			155.02	07/01/02				155.02	
07/08/02	32	00824 - A	675	21.0	58.59			58.59	07/31/02		55.92	06/11/02	58.59	BM 50/ ^CAP
											*72.59			Rate set aside \$26.51/ *Adjustment due to meter chg
08/06/02	29	1584 - A	660	22.7	56.91			115.50	08/29/02				142.01	
09/05/02	30	2196 - A	612	20.4	50.79			166.29	09/30/02				192.60	
10/04/02	29	2735 - A	539	18.5	41.38			107.67	10/29/02		100.00	09/27/04	134.18	
11/05/02	32	3268 - A	533	16.6	40.61			148.28	12/02/02				174.79	
12/05/02	30	3824 - A	556	18.5	43.58			141.86	12/30/02		50.00	11/11/02	168.37	
01/07/03	33	4462 - A	636	19.3	54.14			111.42	01/30/03		43.58	01/07/03	137.93	

PECO Exhibit #1

07/07/04	33	14435 - A	606	18 3	50 35 /58 00 + 15 00				73 00	08/02/04			128 00 64 00	07/06/04 06/10/04	149 07	
08/05/04	29	14887 - A	452	15 5	33 57 /58 00 + 15 00				146 00	08/30/04					182 64	BM 52
09/07/04	33	15357 - A	470	14 2	34 71 /58 00 + 15 00				76 00	09/30/04			70 00 73 00	09/02/04 08/24/04	74 35	
10/06/04	29	15736 - A	379	13 0	28 98 /58 00 + 15 00				73 00	11/01/04			76 00	10/05/04	27 33	BM 50
11/04/04	29	16082 - A	346	11 9	26 91 /45 00 + 15 00				60 00	11/29/04			73 00	11/02/04	18 76-	BM 50
													60 00	11/22/04	78 76-	

Reading Type Codes: A - Actual E - Estimated C - Customer

Date 11/11/04

PA. Public Utility Commission
Bureau Of Consumer Services
Inbound Closing Report

Case Number: 1172975
Customer Name: LADONNIA SMALLS
Address: 614 W HUNTINGDON ST APT :
PHILADELPHIA PA 19133-2210

Opened On: 6/19/02
Utility Type: Electric Distributor
Account Number: 230406122062
Company Name: PECO Energy

Prior Case: Total Balance: \$235.65 Balance Date: 2/19/04

Compliance Violation(Alleged, Actual, No): NO Chap 58/64/Other: Section/Rule:

Decision Issued: Y Oral Written: W
Investigator: dea, PUC Decision Issued Dt: 2/20/04 PUC Case Closed Dt: 2/19/04

Decision Recvd Dt: 2/19/04 04:25PM

Letter Description: CAP STRAIGHT DECISION

To Restore Service Pay: \$0.00 To Continue Service Pay: \$0.00 By:
Terms: APRIL 2004
Special Budget Amount: \$64.00 Regular Budget Amount: \$49.00 Plus Arrears Payment: \$15.00
Final Bill Monthly Payment: \$0.00 Current Bill Monthly Payment: \$0.00
End Of Month Payment: \$0.00

Par Description:

YOU ARE ADVISED TO CONTACT THE DEPARTMENT OF PUBLIC WELFARE AND OTHER AVAILABLE SOCIAL AGENCIES FOR FINANCIAL ENERGY ASSISTANCE

ATTACHMENT

DOCKETED

Resolution:
| CAP / SBILLS ARE CORRECT

JAN 13 2005

2-01172975

PECO Exhibit #3