

C-2017-2601038

416 Commonwealth Avenue
West Mifflin, Pennsylvania, 15122

June 10, 2016

Re: Unjustifiable usage charges
DLC Acct Number 2558880000

Bill ID 255881936863

copy L.R.

Rosemary Chiavetta,
Secretary, P.O.C.
PO Box 3265
Harrisburg, Pa., 17105-3265

Dear Madam Secretary:

Again, I have a problem with DLC overcharging my usage of volume KWH for months I was not home. (Reference letter dated November 14, 2016). I filed a preliminary report and a formal report with all facts supporting my complaint. I was at my daughter's place in Sharon, Pa. from

December 8, 2016 through April 11, 2017 while recuperating. My mail was on hold for these dates. I requested 2 times packaged delivery of my mail. One letter from Craig Hurst dated 3-1-17 arrive beyond the 30 days of his date; the mail was at the Post office. He expects a spontaneous response to his letter. Likewise in his closure of my informal complaint earlier in which he allowed 20 days. Again, not home. He could have called me at the phone number in the letter I sent on November 14, 2016. No such calls.

Then the complaint was forwarded to DLC's preliminary objection and then renewed to the formal complaint through attorney Tucker and Arenberg of Pittsburgh, Pa.

Their letter of May 17, 2017 was addressed to you with 9 separate responses. I will respond to only the ones with appropriate content.

Items 1, 2, 3 are admitted.

Item 4 denies all material allegations:

a. "DLC denies that I am currently under threat of termination." ~~May~~ April 18, 2017 (E) 10 AM or so I received a call from a DLC representative, ^{who} threatened me with them "shutting off my service." Being in a park to catch a shuttle bus from my hotel to the airport I told the rep I will call DLC when I return home. I can't talk at this time." This time I was leaving Chicago, Illinois.

b. PVC letter of March 15, 2017 TP 4 says "If you don't make these payments the utility company has the right to shut off your utility service."

c. 2-3 representatives told me over the phone "they are going to shut your service" unless bills are paid.

d. Letter from DLC, TP 1 "Failure to pay all undisputed bills can result in termination of service."

Regarding payments:

When visiting my daughter while in Austin, Texas, she agreed to pay my bills from her checking account. I tried to stop this procedure because I used no electricity. They decided, me trying to cancel it, I had to send it in writing. I don't recall this to before when my daughter paid them. Recently, I accommodated this need.

* * *

2. Continuing with TP 4 — ~~How~~ can the attorney say "there are incorrect charges" on my bill. The attorney says there are "actual usages" on the bill "I paid it. I was not home!"
I unequivocally deny of unwilling to provide account information. I charge give 2 sets of figures:

(1) my bill ID number and account number, (2) +
also give my password ID name which is not accepted
"We must know your name" is a constant remark.
1 or 2 or so people have talked with me without my
name during this time period; they accepted my phone name. i.D.

(1a) p. 2, B 2 continues to say "it is D L C's :
policy requires it to confirm a caller's identity
before discussing account information." This, I did!
Practice ~~to get~~ policy! They has D L C ^{Cont} published
this on their billing statements or ~~at~~ a memo
to all customers? Why - all of a sudden in leaving
of a policy! I provide my account numbers and
phone name which D L C offered as an identity name
to prevent theft? Furthermore, FURTHER MORE!
How can a billing statement amount be anything
but a debt owed that would not interest any thief?
How can anyone have my relative ^{purpose} to steal my mail
with name addressed, and contents revealed??? Even the
mailmen! Everyone knows my name! My neighbor
friends, community, the 15,000 to 20,000 students I
taught over my career, the Allegheny County Courthouse
where records are filed and kept and much more before
the "toys of modern technology" arrived in late 70's, 80's,
et al... But none knows my phone password name, NONE!
Readily the attorney admits in the last sentence
I "gave my name" presumably or identified myself
with my phone ID name to move my complaint along.

The attorneys accused that they (DLC) is without enough "knowledge or information to form a belief as to the truth" of my statement to them and the complaint form to PUC is indeed an offensive statement that implies I am lying. Oh! what a shock! Almost 50 years with the light company, bills always paid on time (even when Mr. KWH's were paid ~~---~~) with these credentials, I'm considered not to be truthful, honest, and a good citizen. --- implied liar! When were they to ask to prove my attempts to continue when I was away in my earlier contacts months ago? or pay bills electronically from Texas and New Mexico. Allegations ??? on my part? None truthfully! Rather DLC is guilty of presumable allegations because they did not search for proof and proceed to me I am truthful! (see enclosure #1) Please! PROOF!
Continuing with TP 4.

How can "remaining allegations of the found complaint" be vague, non-specific or illegible" to prevent DLC to formulate a response? I checked appropriate boxes, I made entries within the space provided - all legible, nothing vague, and all entries "clear as spring water". This is very unquodifiable assumptions! Did DLC call for more clarity? Re-reading my entries makes sense to me!

ITEM 5: Since the attorney cites as "no response required", then I am believing my request is granted. All entries in TP 5 are legible and specific, contrary to DLC's empty response. AND -----

what does the last sentence of PPS mean... "as if fully set forth at length herein." "IF" is a word that explains a condition not a fact. e.g. "If the rain keeps up (on the condition of no rain) it won't come down!". So, "as if fully set forth" does not connote absolute meaning or conclusion, ergo my remarks still are gross premises or syllogistic reasoning, truthfully and clearly.

ITEM # 6. Another incomprehensible statement and filled with implied lying on my part. Noted!

ITEM # 7a. After re-re-reading the question and discussion with, I believe, a representative at the Attorney's office, I stand corrected. I am not familiar in any way of the interaction of BUC with PUC in the implied question. "yes" I spoke with a BCS representative who hastily tried to qualify their response, I never fully understood him. (Kraig? Hurst?)

7b, noted. But they would not discuss my points of attention because I would not give my name and they would not accept account and member numbers, nor my phone password name.

The attorney's concluding sentence to deny my relief sought in item 5 of found complaint is based on airy nothingness and unfounded and based on adverbially set language.

Afterthought to Item 4:
Re: page 2, 1st paragraph wherein D & LC denies meter change caused my pursuit thereof. Very, very ingenuously and apparently whoever

influenced this denial does ^{not} know how my furnace works. Just as a radio clock stops revealing time of day but blinks its light with a new starting time once the power returns and needs re-programmed to reveal correct, actual time, my furnace ~~has~~ has a parallel feature. When power to my house is interrupted by an electrical storm, usually, or a mal-function in the power station in my area, and my furnace is not running in any of the 4 seasons, the return of power activates the motor to keep running until I shut off a power switch (for my house) next to my furnace. Then, all else is automatically controlled.

I invite a DCC representative to discuss this with me, i.e. an electrically knowledgeable electrician to verify the ~~the~~ truth in my formal complaint and prove DCC's denial of a meter change causing my furnace to run to be unreliable, un-based, and unfounded!

Continued on June 15, 2017

I thank attorney Lauren Rulli for her cooperation to agree to an extension of time because of my discussion with her. On June 13, 2017, there was an incomparable storm with such heavy rain drops and for a solid 40 minutes around my home, my garage was flooded which flowed into my cellar all because the surging water from the street, down my driveway and carrying leaves, sediment, gulf ball all clogged my 3 drains --- before the garage door, inside the garage and #3 in front of my laundry tub.

More significantly, my daughter here in Sharon, Pa had 25 miles from my daughter in New Mexico to give and

prove to D LC. I was not home as aforementioned and
reported to the representatives at their office. (Attached @ 4
page enclosure e-mail.) This SWA ticket proves my
flights to New Mexico, Texas and return to Pennsylvania
for what its worth I spent 3-4 months.

2014-2015, 2015-2016, and almost 5 months
from December 8 through April, 2017 in Phoenix, Pa.

If any proof is required for these claims
I'll have to contact the Southwest Airlines again,
my doctor and hospital for verification to
justify my not being in my home.

I might add I had a similar complaint
with my gas company for 10 of these trips to Texas.
and ^{resolved} ~~resolved~~ with most pleasant closure and
financial resolution. Other times my gas was
shut off at the meter for other out of state travel.

D LC has no meter readers making "walks"
through ^{on} my property. A mechanical machine remotely
reads the meter. Personally, I can believe no real reads
are done some months but calculated on basis of previous months
year, temperature, or whatever accountable means, I
very strongly refuse to pay any payment claims for
justifiable cause. D LC is cheating me, literally and
providing very non-customer service. I mentioned
in a previous response that I am on a very tight
budget, living by myself for 23 years with social security
salary (clear) of \$166⁰⁰ because they had no social security
coverage for teachers until 1958. They broke an "ex post facto"
(Latin for after the fact. i.e. I would have to pay retroactive
FICA taxes for 2 years prison.) which means a payment to
join the club. There's more to say re: my inability to pay
so called "past dues" for membership.

II Responses to Preliminary Objections from D/C

Item 1. Acknowledged.

Item 2 (a) All words are readable and legible in my complaint

If there was difficulty in reading my letter I apologize. I broke my thumb 2-3 years ago and accounts for poor penmanship. A single call or 2 would have explained my writing. (A surgeon never showed up to set my thumb. 7 stitches by a P.A. was my repair.)

(b) See ^{my} letter dated June 10, 2017 for more clarification for not being home from Dec. 7, 2016 through April 11, 2017 while being in Sharon, Pa. and my explanation of my furnace burning.

Item 3. The explanation of a TV intrusion was cause for my alarm on his update, i.e. Mr. Conroy, about the exponential growth of cybertheiving, I don't trust revealing personal data simply in the words of an operator or representative. Who knows how imperfect or perfect they are to capacity on my personal data

b. The Surface Overlay Act of 2003 and the P.P. Act of 1974 are my personal policy of security, are relevant as a reference to protect me and my children, and share information only pertained in my judgment "a need to know" basis

Law and Argument

Item 4-5 All statements are material, appropriate, and fundamental to justify my causes for action

Item 6-7 As stated in item 3; Mr. Conroy was referenced in proof of the importance of maintaining my privacy and security and confidentiality. How can I trust in-home security with D/C reps? Cf: the leaks in White House personnel in Washington DC. I always provide account number, member account, phone number, Social Security (last 4 digits)

and phone ID. password as requested by D L C.
All this data is proper, to suggest who I am, as the
claimant, challenging billing related process for the Commission
As how knowledgeable awareness and jurisdiction
over the challenging premises as stated throughout.
Furthermore the house number, street name, zip code
and city are all in address form in or on the envelope
below my name. Is it not odd that mailing address
contradict "their obligation to know" and seen by all
others? I strongly disagree with the response in item 7

Item 8: Question: does the attorney imply that other
violations of my complaint are available but I fail to
state them as the PD regulations identify?

Item 9: "For these reasons ---" not listed in
item 9. They use this clause phrase to justify
the legitimacy and rationale of their remarks
which I found inaccurate in their premises and
unjustifiable in their explanation.

Conclusion

There is a moral and ethical ^{premise} from how D L C
initiated their billings this time and the past. As the
nature of accountability and responsibility which requires
and demands truthful and accurate reporting of data,
not what is convenient and feasible. They presume
the violations of accurate and dutiful reporting would
not be detected by me. I may be a dummy but I don't
believe I am stupid.

An apology by D L C on proper KWH reporting would
be very much appreciated and resolution to my request.

Any questions or need for a call back please
call (412) 613-8060, my cell phone

Sincerely,

A. Raymond Koshia

(South) 6-14-17

Print

Date: Tuesday, June 6, 2017 10:48 AM
From: Marybeth Kochis <mkochis001@att.net>
To: Colleen <cgood123@roadrunner.com>
Subject: Fw: Flight reservation (R664VC) | 20DEC15 | ABQ-AUS | Kochis/Albert Raymond

2of3 - please print for dad

Forwarded Message

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3 of 3 for dad

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Excise Taxes	\$ 11.75	Payment Type: LUV Voucher 9182470070377052
Segment Fee	\$ 8.00	Date: Dec 17, 2015 ✓
Passenger Facility Charge	\$ 9.00	Payment Amount: \$100.00
September 11th Security Fee	\$ 5.60	
Total Air Cost	\$ 190.98	Payment Type: Mastercard XXXXXXXXXXXXX7735
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		Payment Amount: \$90.98

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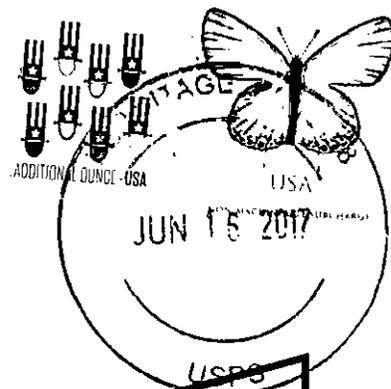
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