

Keary H. Willis
7715 Crittenden Street,
Philadelphia PA 19118
Pro Se/Complainant

BEFORE THE COURT

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Keary Willis Pamela

Complainant
v.

Docket No. F-2018-3003082

PECO ENERGY COMPANY

Respondent

EXCEPTIONS OF PECO ENERGY COMPANY

Pursuant to 52 PA Code 5.533 Complainant, Keary Willis, hereby files Exceptions to the Initial Decision of Administrative Law Judge Eranda Vero, issued on March 5, 2019 in the above-referenced matter and states the following:

I. INTRODUCTION

Keary Willis has maintained PECO service and did submit medical reasons for stopping termination of service. PECO refused to allow another medical certification or payment agreement after complainant was able to go on a payment plan.

Keary Willis requested a continuance to personally appear along with note from physician with the inability to attend. Judge Vero denied said request with ample time.

Hearing was held and Judge found against Keary Willis for not being able to attend with proper notice and ample time to reschedule while medically disabled.

EXCEPTIONS

1. Complainant did provide reasonable and adequate notice and documentation of inability to attend hearing in person.
2. The day before the hearing and in accordance with the rules, an effort was made by complainant to work out a repayment plan since income was able to sustain service, PECO intentionally and with malice refused in an effort to be malicious.
3. Judge called complainant's phone and spoke to a hospital point of contact and did question the person without being sworn in.
4. Judge was quick to point out with a third party unsworn, that the hearing was scheduled and that she would wait until complainant came back to hospital room for hearing.
5. Medical certificates were not exhausted.
6. A reasonable payment plan was warranted and reasonable given the totality of the disability, documentation, lack of income, which are now attainable.
7. Disability is now adequate to authorize and continue a payment plan to maintain electric service.
8. PECO did not provide service, but complainant unable to show this without attending hearing in person.
9. PECO is not justified to disconnect service based on medical and improper notice.
10. PECO conduct is negligent and intentional to cause irreparable harm to adult and child in service address.

11. PECO intentionally refuses to accept medical certificate or payment arrangements,

CONCLUSION

The evidence in this case does not support the conclusion of the Judge to deny the formatl complaint and allow service to be disconnected withot the opportunity to be heard or set up a payment arrangement. This Initial Decision should be vacated and either another hearing should commence or a reasonable payment plan should be instituted.

Repectfully,

Keary Willis/s/ 3/25/2019

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CERTIFICATE OF SERVICE

I hereby certify tht I have this day served a true copy of the foregoing Exceptions upon the parties listed below, in accordance with the requirements of 52 Pa. Code 1.54 (relating to service by a party).

PECO ENERGY COMPANY and email (OSA)

2301 MARKET STREET

PHILADELPHIA PA. AND BY ELECTRONIC ACCEPTANCE

Keary Willis /s/ 3/25/2019