

73 N Walnut Street
Wilkes-Barre, PA 18702

10-14-22

Larry Crane
238 Johnston Rd
Pittsburgh pa 15241

C-2022-3033946

Re ~~6222~~ - 303 354
C2022 -

Mr Crane:

This is in reference to the bushwhacking I received on 10-5-22

Find enclosed the statute I claim is forefront to what you have attempted to do (is illegal)

IF however, you have an alternate statute that SUPPORTS your contention and that of UGI that the amounts from 2018 are still legitimate, fine. I require line and verse.

The UGI rep stated to me 'she had IT recover files' to prove usage at 4 Hay Street for gas service under account 411004996434 which has made the rounds across three different habitats since 2001. GEE where are these specious files? I haven't received a damn thing.

The kicker here is you are ALLOWED to transfer an account from an alleged previous account but rather **SHOULD** UGI do so? Ethically no; a 'final bill' is more in line with practical/standard accounting.

AS AN ADULT OVER 21 THERE ARE MANY THINGS I ****CAN**** DO BUT I CHOOSE NOT TO; THE LIST WOULD BE ENDLESS.

You CANNOT ARGUE A LEGAL POINT WITH SOMETHING ILLEGAL AS THE BASIS.

Hence the requirement you **prove** in a hard copy **line and verse of the statute** explaining from whatever PA TITLE (ex: PA Title 42; Title 87...) that the path you and UGI have taken.

(Ref INCL #1)

I DID have a UGI electric account in tandem with my GAS bill and GUESS WHAT? THAT was at the four-year statute and UGI wiped out the debt; UGI gas need follow the same rules their electric branch did.

I am also sending a copy of the documentation AND this letter to the Judge who presided.

She can decide to do whatever she may need to and if I have to will re-apply a formal hearing; THIS TIME I will NOT play games and 'make a bogus deal' with the colluding Crane and UGI.

(2)

Well UGI expects a customer to be stupid and uninformed. I have already made it clear before around 2012 when your client UGI took a security deposit and NEVER added it to my account.

Informed they were that I am 100% disabled; my stroke left me in this fashion...with lifetime brain damage and motor skills yet you insist on 'sticking it to me' and probably laughing at the outcome. I expect no less from ANY utility company.

SURE, as you asked me I DID live at 4 Hay Street; BUT sometime after 2006 after my near-death stroke; I lost the house. Timeframe unknown. SOMENONE else lived there and evidently did NOT inform UGI they were living there and using gas 'I was on the hook for'

You may argue why didn't I call and terminate service; well simply I was in a coma for a minimum of 6 months. DUH!!! YOU are taking advantage of a handi-capped individual trying to rail-road me into paying a \$3xxx+ bill. Using tactics specious at best and I believe based on violations of PA Statutes

IF I would sign and agree to the railroading, the 'timer' resets and it is as if the bill was JUST started.

Can you explain HOW a single individual can accrue a \$3000+ bill without being shutoff

In the past ANY utility has 'let me go' after no more than 3-6 months being behind; after that it ends up being a SHUTOFF! At some \$3000 the usage would be akin that of an industrial complex; NOT a single household.

See enclosed (you also conveniently chose NOT to inform the judge UGI has ALSO filed/hired PENN CREDIT; another scum bag collection agency **(REF INCL #2)**)

GEE funny how you WEASELS failed to mention you are double dipping or at least attempting to. Holding me hostage thru a specious deal at best with UGI Gas then proceeding with a shakedown with some scum bag collection agency.

Ill bet THAT negates any DEAL you THINK you have.

With an \$11 a month usage I do NOT see NRG complaining now do we?

I agree to this 'new contract' and the account timer resets itself to zero meaning the debt you are TRYING to force me to pay starts a new calendar as if the monies were owed Today+

NOPE!

A handwritten signature or scribble consisting of a large, stylized '9' followed by a horizontal line extending to the right.

MADAJEWSKI INCL 1

Pennsylvania law is replete with various statutes of limitation, governing the length of time which aggrieved parties have in order to file their claims in the appropriate court. Any claims not filed with the prescribed time period are deemed stale and time-barred. Limitation periods range from six months (for giving the Commonwealth and its political subdivisions written notice of intent to file a personal injury claim), to one year (for defamation and invasion of privacy claims), to two years (for most other personal injury and tort claims), to twenty years (for execution of judgments against personal property), and to twenty-one years (for actions to recover possession of real property).

The two statutes of limitation which are of most interest to businesses are located at 42 Pa.C.S.A. §5525, governing the time for bringing actions on most contracts, and the Pennsylvania Commercial Code at 13 Pa.C.S.A. §2725, governing the time for bringing an action for breach of contract for the sale of goods. Both statutes provide a four-year limitations period. The reason for a four-year limitations period, as noted in the comment to 13 Pa.C.S.A. §2725, is that most merchants follow a practice of keeping business records for four years.

So the rule is simple enough. For most breach of contract cases, there is a four-year statute of limitations. End of discussion? Not quite.

First, the parties' agreement can itself provide for a different limitations period. That is, the contract can provide for a limitations period of less than four years, and such a contractual limitations period can be legally binding. The Pennsylvania Commercial Code at 13 Pa.C.S.A. §2725 specifies that "by the original agreement the parties may reduce the period of limitation to not less than one year but may not extend it." Thus, before a business can rely upon the assumption that it can wait up to four years before filing an action for breach of contract, the business must first make sure that the contract does not provide for a shorter period.

Even when there is certainty as to the length of the limitation period, there is still the question of when that limitation period starts running. In the context of negligence and certain other tort cases, the "Discovery Rule" provides that the limitations period does not begin to run until the plaintiff knows or should know of the claim, which is not always the date on which the injury occurs. This is particularly true in medical negligence cases, where the onset of symptoms is often delayed. But there generally is no discovery rule in the context of actions for breach of contract. 13 Pa.C.S.A. §2725(b) provides: A cause of action accrues when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach. A breach of warranty occurs when tender of delivery is made, except that where a warranty explicitly extends to future performance of the goods and discovery of the breach must await the time of such performance the cause of action accrues when the breach is or should have been discovered.

As suggested by Section 2725(b), warranty claims present a special situation. In most cases, the four-year limitations period begins to run when the warranted goods are delivered to the buyer. The rule is different only when the warranty contains a clear and unambiguous expression of the seller's intention to extend the warranty to apply to the future performance of the product. Thus, if an auto manufacturer provides a three-year, 36,000 mile new vehicle warranty, such a warranty warrants that the vehicle will perform to a certain standard within three years or 36,000 miles. If the vehicle experiences a covered mechanical failure during the third year after purchase, and before the accrual of 36,000 miles, then the buyer's four-year limitations period would begin running on the date of the mechanical failure, not on the date when the vehicle was first delivered to the buyer. However, where a warranty provides, for example, for the correction of a manufacturing defect which is reported to the manufacturer within one year after delivery, the language of the warranty does not clearly and unambiguously extend to future performance of the product. Rather, the one year period is merely a period for reporting a defect, rather than a promise of future performance following the date of delivery. In this latter case, then, the four-year statute of limitations would begin running on the date of purchase.

The statute of limitations applicable to breach of warranty claims provides for interesting and potentially complex scenarios when the alleged breach of warranty also gives rise to a claim for personal injuries. In any such case, the claim for personal injuries is subject to a two year statute of limitations, potentially running from the date of discovery of negligence, while the breach of warranty statute of limitations pertaining to the same injury may provide for a four-year limitations period running not from the date of injury or from the date of discovery, but from the date of purchase of the allegedly defective goods. Thus, it is possible for a claim for breach of warranty to be time-barred while a claim for negligence arising out of the same injury is not time-barred, even though the warranty claim is subject to a longer statute of limitations. This becomes an issue for late-filed claims because the damages available under a warranty claim are not the same as damages available under a negligence claim.

Further, while it is clear that a cause of action accrues, and the four-year statute starts running, when the breach occurs, there is often some difficulty in determining precisely when it is that a breach of contract occurs. If there is a definite time for performance of a contract, such as a contract calling for the payment of a sum of money on or before a certain date, the statute of limitations does not begin running until that date arrives. On the other hand, if a contract requires one party to perform any act upon the demand of another, as where one is obligated to pay a sum of money upon demand, the statute of limitations begins to run immediately, from the date of the contract. One question that often arises in the context of sales contracts is whether the statute of limitations is tolled – i.e., does not run – during a period in which the breaching seller attempts to make repairs. The "Repair Doctrine" will toll the statute of limitations only where evidence reveals that repairs were attempted, representations were made that the repairs would in fact cure the defects, and the plaintiff relied upon such

representations. In those circumstances, and only in those circumstances, the statute of limitations is tolled as a matter of estoppel. The rationale is that it would be fundamentally unfair to let the statute of limitations run against a plaintiff who refrained from filing suit upon the clear assurances of the seller that the seller would correct the breach.

In a similar vein, fraudulent concealment could also be a basis for tolling the statute of limitations. As a general rule, fraudulent concealment of a cause of action will toll the statute of limitations until the cause of action is discovered by the plaintiff or might have been discovered by the exercise of reasonable diligence. In order for the statute of limitations to be tolled on grounds of fraud, the defendant must have committed an affirmative independent act of concealment that prevented the plaintiff from learning of the cause of action. Mere silence on the part of the defendant is generally not sufficient to toll the statute.

There are many other events which may or may not effect the limitation of actions, depending upon the particular facts of the case, such as infancy, death, the pendency of other proceedings, and war. If you have any questions about how long your business can let a claim go before taking legal action, contact your legal counsel before late becomes too late.

Bruce L. Baldwin, Esquire is a partner in the Pottstown law firm of Wolf, Baldwin and Associates, P.C., and has represented consumers and businesses for over 20 years. He may be reached at .

MADAJEWski INCL#

PennCredit Corporation

2800 Commerce Drive Harrisburg PA 17110
Hours: Mon-Thur 8am-10pm EST
Fri 8am-8pm, Sat 8am-12pm EST
Phone: 800-800-1370

CREDITOR: UGI Utilities
ID NUMBER: C1258341
TOTAL BALANCE DUE: \$1,565.82



STATEMENT OF YOUR ACCOUNT(S)

Please be advised the balance(s) of your account(s) are reflected below. If you have any questions or concerns please contact us. If you wish to automate your payments please contact our office or go online at account.penncredit.com.

This letter is from a debt collection agency. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

SERVICE RENDERED	SERVICE DATE	ACCOUNT NUMBER	BALANCE
4 MAY ST UGI UTILITY SERVICE	2018/07/24	411004880434	\$1,439.53
4 MAY ST UGI UTILITY SERVICE	2018/07/24	411004880434	\$47.71
212 CENTER AVE UGI UTILITY SERVICE	2017/11/05	421000228013	\$68.58

RCVD PUC SEC SER
OCT 17 2022



DETACH AND RETURN WITH PAYMENT TO EXPEDITE CREDIT TO YOUR ACCOUNT

P.O. Box 1259, Department 91047
Oaks, PA 19456

PAY BY MAIL, MONITORING OR RECORDING, ALL CITIES, PA		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For questions, please call 800-800-1370
Visit <http://account.penncredit.com> to pay your bill online.

Payments received by check will be electronically deposited, unless you pay by non-consumer type check. You may opt out of this program by paying with a money order or a travelers check. In the unlikely event your check (payment) is returned unpaid, we may elect to electronically (or by paper draft) re-present your check (payment) up to two more times. You also understand and agree that we may collect a return processing charge by the same means, in an amount not to exceed that as permitted by state law.



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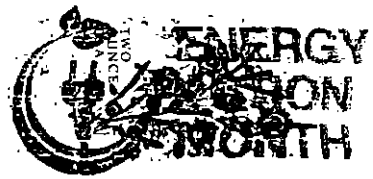
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