



Direct Dial: 267.533.1830  
khadijah.scott@exeloncorp.com

August 31, 2023

**VIA E-FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**RE: Wanda Walker v. PECO Energy Company**  
**Docket No. C-2023-3042220**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the *Preliminary Objections of PECO Energy Company to Formal Complaint*.

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Khadijah Scott".

Khadijah Scott, Esquire  
Assistant General Counsel, PECO Energy Company

Encl.

PENNSYLVANIA PUBLIC UTILITY COMMISSION

WANDA WALKER :  
Complainant :  
v. : DOCKET NO. C-2023-3042220  
PECO ENERGY COMPANY :  
Respondent :

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NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Preliminary Objections of PECO Energy Company, within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to Preliminary Objections, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Khadijah Scott, and where applicable, the Administrative Law Judge presiding over the issue.

File with:  
Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

With a copy to:  
Khadijah Scott, Esq.  
PECO Energy Company  
2301 Market Street, S-23  
Philadelphia, PA 19103

Dated: August 31, 2023



---

Khadijah Scott  
Counsel for PECO Energy Company  
2301 Market Street S-23  
Philadelphia, PA 19103  
(267) 533-1830  
Khadijah.scott@exeloncorp.com

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>WANDA WALKER</b>	:	
<b>Complainant</b>	:	
	:	
v.	:	<b>DOCKET NO. C-2023-3042220</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

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**PRELIMINARY OBJECTION OF RESPONDENT,  
PECO ENERGY COMPANY**

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code §§5.101(a)(1) and (a)(4), respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient and outside of the Commission’s jurisdiction.

1. On August 15, 2023, PECO was served with a formal complaint filed by Wanda Walker (hereafter “Complainant”). *See*, Complainant’s Complaint.
2. In the Complaint, the Complainant alleges she “won” the “first part” of a Complaint filed with the Public Utility Commission, in the amount of \$4,000.00 and that her attorney failed to file Exceptions on her behalf. *Id.*
3. The Complainant mischaracterizes the facts and merely attempts to relitigate the issues of the Complaint by stating that PECO is threatening to shut off her service or has shut off her service and that there are incorrect charges on her bill relating to her rental property payments stemming from 2018.
4. To the extent the Complainant seeks the court to review billing and payment issues which began in 2018, the Complainant is beyond the three (3) year statute of limitations in which to bring a claim. 66 Pa.C.S. §3314(a).

5. PECO simultaneously filed an Answer and the instant Preliminary Objections. Attached hereto as Exhibit “1.”

6. Pursuant to 52 Pa. Code §5.101, preliminary objections may be filed against a complaint and dismissed for lack of Commission jurisdiction. 52 Pa. Code § 5.101(a)(1).

7. Pursuant to 52 Pa. Code §5.101, preliminary objections may be filed against a complaint and dismissed for legal insufficiency. 52 Pa. Code §5.101(a)(4).

8. Commission procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil procedure. Equitable Small Transportation Intervenors. v. Equitable Gas Co., 1994 Pa.PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994).

9. In deciding preliminary objections, the Public Utility Commission must determine, based on the factual pleadings of the petitioner, if relief or recovery is possible. Roc v. Flaherty, 527 A.2d 211 (Pa. Cmwlth 1985).

10. A complaint must be able to recover under the law to survive a preliminary objection. Milliner v. Enck, 709 A.2d 417, 418 (Pa. Super. Ct. 1998) (“preliminary objection should be sustained only where it appears with certainty that, upon the facts averred, the law will not allow the plaintiff to recover”).

11. All of the non-moving party’s averments must be taken as true for the sake of deciding the preliminary objection. County of Allegheny v. Commw. of Pa., 490 A.2d 402 (Pa. 1985).

12. The court does not, however, need to accept, “unwarranted inferences from facts, argumentative allegations, or expressions of opinions.” Feingold v. McNulty, 2009 Phila. Ct. Com. Pl LEXIS 167, \*3.

13. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary to the public interest.

14. A hearing is required only when there is a disputed question of fact, and is not required to resolve questions of law. Dee-Dee Cab, Inc. v. Pa.Pub. Util. Comm’n, 817 A.2<sup>nd</sup> 593 (Pa. Commw. Ct. 2003), petition for allowance of appeal denied, 836 A.2d 123 (Pa. 2003).

15. In December 2020, the Complainant filed a formal complaint docketed at C-2020-3023220. *See*, 2020 Formal Complaint.

16. In the Complaint, the Complainant attempts to mischaracterize the facts and alleges that she “won” the “first part” of a Complaint filed with the Public Utility Commission, in the amount of \$4,000.00 and that her attorney failed to file Exceptions on her behalf. *Id.*

17. This is the Complainant’s second formal complaint against PECO Energy in which the Complainant seeks to relitigate identical issues, *i.e.*, that PECO is threatening to shut off her service or has shut off her service and that there are incorrect charges on her bill relating to her rental property payments stemming from 2018.

18. On February 28, 2022, an Initial Decision was issued granting the Complainant’s Complaint, in part, and denying the Complaint, in part. *See*, Initial Decision (ID).

19. The Initial Decision granted the Complaint with “respect to \$1,777.34

transferred to the Complainant’s Glenside Account.” *See*, ID at 21.

20. The ID further held:

That within 30 days of the date of the final order, PECO will review the charges transferred to the Complainant from 6801 17<sup>th</sup> Street, 3 MID 7, Philadelphia, Pennsylvania totaling \$2,391.03 to determine whether the amounts transferred were incurred by the tenants or the Complainant as a customer or resident of the service addresses and, if necessary, adjust the Complainant’s balance in accordance with this decision.

*Id.* (emphasis added)

21. ALJ Heep held that “all other claims are denied and dismissed.” *Id.*

22. Contrary to the Complainant’s allegations, on March 16, 2022, the Complainant filed Exceptions via her counsel, George Gossett, Jr. Esquire. *See*, Complainant’s Exceptions.

23. On March 21, 2022, PECO filed Exceptions in which PECO requested that the Commission reverse the ALJ’s conclusion that the Company improperly transferred the \$1,777.34 balance to the Complainant’s Glenside account. *See*, PECO’s Exceptions.

24. On June 16, 2022, the Commission held:

1. That the Exceptions filed by Wanda Walker on March 16, 2022, are denied.
2. That the Exceptions filed by PECO Energy Company on March 21, 2022, are granted.
- ...
4. That the Formal Complaint in the matter of *Wanda Walker v. PECO Energy Company*, at Docket No. C-2021-3023220, is denied.

*See*, Opinion and Order dated June 16, 2022.

25. It was also Ordered that:

“within thirty days of the entry date of this Opinion and Order, PECO Energy Company shall review the charges transferred to Wanda Walker from 6801 17th Street, 3 MID 7, Philadelphia, Pennsylvania totaling \$2,391.03 to determine whether Wanda Walker was the account holder at the time any of the

charges were incurred and, **if necessary**, adjust Wanda Walker's account balance accordingly. Within the same thirty-day time period, PECO shall also file with this Commission, and serve a copy on the Commission's Bureau of Consumer Services, a written summary of the results of the Company's review of the billings for the \$2,391.03 amount that it transferred to Wanda Walker."

*Id.* (emphasis added)

26. On July 13, 2022, PECO filed its Status Report Letter as required by the Opinion.

27. On July 13, 2022, the Complainant's 452 Twickenham Rd., Glenside, PA was credited in the amount of \$92.67.

28. Pursuant to the Opinion, "upon PECO's compliance with Ordering Paragraph Nos. 5 and 6, above, this matter shall be marked closed." *See*, Opinion.

29. Accordingly, this matter is closed as stated in the Opinion.

30. The Complainant's allegations in the current Formal Complaint should be dismissed on the grounds of res judicata.

31. The doctrine of res judicata reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court of competent jurisdiction. For the doctrine to prevail four conditions must be met:

- (1) Identity of issues;
- (2) Identity of causes of action;
- (3) Identity of persons and parties to the action; and
- (4) Identity of the quality and capacity of the parties suing or sued.

Day v. Volkswagenwerk Aktiengesellschaft, 318 Pa. Superior Ct. 255, 474 A.2d 1313, 1316, 1317 (1983).

32. In the present case all four elements of res judicata are met. Clearly, the parties are identical in both Complaints. The thing sued upon is identical in both Complaints. Both the current formal complaint and the 2020 Complaint relate to the same issues: transferred balances and not crediting payments stemming back to 2018.

33. The cause of action is identical. Finally, the quality and capacity of the parties is identical in both Complaints. The Complainant is the electric customer in both Complaints, and PECO is the public utility providing service to the Complainant.

34. Because the present Complaint asserts an identical factual and legal basis for relief as the dismissed with the 2020 Complaint, the Complainant is estopped from attempting to re-assert her claims here.

35. Accordingly, the Complainant's allegations should be dismissed pursuant to the doctrine of res judicata.

36. By way of further response, the Complainant's Complaint is stale.

37. It is well settled that "no action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefor arose, except as otherwise provided in this part." 66 Pa.C.S. §3314(a). (*emphasis added*)

38. The Complainant asserts in her Complaint that her concerns arose between December 2019 to July 2020, yet discusses and presents payments stemming from 2018. Even assuming *arguendo*, that her concerns arose in December 2019, this is clearly beyond the Statue of Limitations, as the present matter was filed in August 2023.

39. The Complainant has an outstanding balance of \$8,083.03 at 452 Twickenham Rd., Glenside, PA, which is an active account.

40. On May 17, 2023, the Complainant's account finalized at the address of 5023 Wayne Avenue, Front 1<sup>st</sup>, Philadelphia, PA with an outstanding balance of \$2,539.65.

41. On May 31, 2023, the Complainant's account finalized at the address of 5023 Wayne Avenue, 2<sup>nd</sup> Fl., Philadelphia, PA with an outstanding balance of \$1,168.98.

42. Thus, the Complainant's outstanding balances continues to grow as the Complainant continues to use the PUC administrative process to avoid paying her electric service.

43. PUC Commissioner Pamela A. Witmer warned PECO about this very issue in the Daniel Vermeychuk v. PECO matter at Docket No. C-2013-2388323 (November 5, 2015). Commissioner Witmer stated that "the Complainant was not only ignoring his obligation to pay his bills but was actively employing various strategies to avoid paying in a timely manner." Commissioner Witmer pointed out:

...It is critically important to the customers, who are ultimately left footing the bills for such abuses, that our utilities act vigilantly to prevent them, continue to take steps to identify them, and mitigate their effects as quickly as possible. I remind PECO and all of our regulated utilities of this responsibility.

44. This is clearly what is happening in the present case with the filing of a formal complaint that is identical to the previously litigated Complaint. While PECO is able to identify this abuse, the company is unable to mitigate this issue while the Complainant uses the PUC complaint process to prevent paying her bill.

45. The Complainant's allegations were dismissed in the 2020 Formal Complaint by the Commission in 2022.

46. Thus, the Complainant is barred from contesting her bills due to the three-year statute of limitations and res judicata.

**REQUEST FOR RELIEF**

WHEREFORE, for the reasons set forth above, PECO Energy Company respectfully requests that your Honorable Commission summarily dismiss the Complainant's formal Complaint.

Respectfully submitted,



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Khadijah Scott  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
Philadelphia, PA 19103  
(267) 533-1830  
Fax: 215.568.3389  
Khadijah.scott@exeloncorp.com

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>WANDA WALKER</b>	:	
<b>Complainant</b>	:	
	:	
v.	:	<b>DOCKET NO. C-2023-3042220</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

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**VERIFICATION**

I, Khadijah Scott, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. §4904 pertaining to false statements to authorities.

Date: August 31, 2023



\_\_\_\_\_  
Khadijah Scott

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>WANDA WALKER</b>	:	
<b>Complainant</b>	:	
	:	
v.	:	<b>DOCKET NO. C-2023-3042220</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

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**CERTIFICATE OF SERVICE**

I, Khadijah Scott, hereby certify that I have this day served a copy of PECO Energy Company's Preliminary Objection in the above matter upon all interested parties by *E-mailing* a copy to:

WANDA WALKER  
P.O. Box 502  
Glenside, PA 19038  
*Via Email: wandaleolady@aol.com*

Dated: August 31, 2023



---

Khadijah Scott  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
Philadelphia, PA 19103  
(267) 533-1830  
Fax: 215.568.3389  
Khadijah.scott@exeloncorp.com

# **EXHIBIT 1**



Direct Dial: 267.533.1830  
khadijah.scott@exeloncorp.com

August 31, 2023

**VIA E-FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**RE: Wanda Walker v. PECO Energy Company**  
**Docket No. C-2023-3042220**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is the *Answer with New Matter of PECO Energy Company to Formal Complaint*.

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Khadijah Scott".

Khadijah Scott, Esquire  
Assistant General Counsel, PECO Energy Company

Encl.

Cc: *Not Recommended for Call of the Docket*

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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<b>WANDA WALKER</b>	:	
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<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

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**NOTICE TO PLEAD**

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed NEW MATTER of PECO Energy Company within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to NEW MATTER, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Khadijah Scott, and where applicable, the Administrative Law Judge presiding over the issue.

File with:  
Rosemarie Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

With a copy to:  
Khadijah Scott, Esq.  
PECO Energy Company  
2301 Market Street, S-23  
Philadelphia, PA 19103  
Khadijah.Scott@exeloncorp.com

Dated: August 31, 2023



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Khadijah Scott  
Counsel for PECO Energy Company  
2301 Market Street S-23  
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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>WANDA WALKER</b>	:	
<b>Complainant</b>	:	
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v.	:	<b>DOCKET NO. C-2023-3042220</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

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**ANSWER OF RESPONDENT,**  
**PECO ENERGY COMPANY**

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On August 15, 2023, PECO Energy Company ("PECO") was served with a formal complaint filed by WANDA WALKER (hereafter "Complainant") in the above captioned docket. Pursuant to 52 Pa. Code § 5.61, PECO responds to the Complaint and states:

1. Admitted.
2. Paragraph 2 provides communication instructions to which no response is required.
3. Admitted.
4. Admitted.

5. Denied. The allegations in Paragraph 5 contain conclusions of law to which no response is required. To the extent that a response is required, PECO denies all material allegations of fact and conclusions of law and strict proof thereof is demanded at time of trial. The Complainant PECO Energy's records reflect that the Complainant is a landlord property owner who has had approximately fifty (50) PECO accounts in her name at various points in time. The Complainant avers that she "won" the "first part" of a Complaint filed with the Public Utility Commission, in the amount of \$4,000.00 and that her attorney failed to file Exceptions on her

behalf. To the extent that this averment requires an answer, it is denied. By way of further answer, on March 16, 2022, the Complainant filed Exceptions to the Initial Decision issued by Administrative Law Judge, Darlene Heep on February 28, 2022 in the matter of *Wanda Walker v. PECO Energy Company*, docket number, C-2020-3023220. *See*, Complainant's Exceptions attached hereto as Exhibit "1". On March 21, 2022, PECO filed Exceptions. *See*, Respondent's Exceptions, attached hereto as Exhibit "2." On June 16, 2022, Complainant's Exceptions were denied and Respondent's Exceptions were granted. *See*, Commission Opinion and Order ("Opinion") dated June 16, 2022, attached hereto as Exhibit "3." This Complaint is without merit and should be dismissed.

6. Denied. See Response to Paragraph 5.

7. Admitted

8. Admitted in part; denied in part. It is admitted only that this is an appeal from the Bureau of Consumer Services. All remaining averments are deemed denied.

9. PECO Energy neither admits nor denies the allegations in paragraph 9. PECO is without knowledge or information sufficient to form a belief as to the truth of whether the Complainant has or has not retained counsel, therefore, such allegation is deemed denied.

10. Paragraph 10 is a Verification and Signature to which no response is required.

11. Paragraph 11 contains information regarding Filing, to which no response is required.

#### **NEW MATTER OF RESPONDENT, PECO ENERGY COMPANY**

PECO Energy Company ("PECO Energy"), pursuant to 52 Pa. Code §5.62(b), further responds:

1. PECO Energy avers that the Complainant has failed to state a claim upon which

relief may be granted.

2. In December 2020, the Complainant filed a formal complaint docketed at C-2020-3023220. *See*, 2020 Formal Complaint attached hereto as Exhibit “4”.

3. This is the Complainant’s second formal complaint against PECO Energy in which the Complainant alleges identical issues, *i.e.*, that PECO is threatening to shut off her service or has shut off her service and that there are incorrect charges on her bill relating to her rental property payments stemming from 2018.

4. On February 28, 2022, an Initial Decision was issued granting the Complainant’s Complaint, in part, and denying the Complaint, in part. *See*, Initial Decision (ID), attached hereto as Exhibit “5”.

5. The Initial Decision granted the Complaint with “respect to \$1,777.34 transferred to the Complainant’s Glenside Account.” ID at 21.

6. The ID further held:

That within 30 days of the date of the final order, PECO will review the charges transferred to the Complainant from 6801 17<sup>th</sup> Street, 3 MID 7, Philadelphia, Pennsylvania totaling \$2,391.03 to determine whether the amounts transferred were incurred by the tenants or the Complainant as a customer or resident of the service addresses and, if necessary, adjust the Complainant’s balance in accordance with this decision.

*Id.* (emphasis added)

7. ALJ Heep held that “all other claims are denied and dismissed.” *Id.*

8. On March 16, 2022, the Complainant filed Exceptions via her counsel, George Gossett, Jr. Esquire. *See*, Exhibit “1”.

9. On March 21, 2022, PECO filed Exceptions in which PECO requested that the Commission reverse the ALJ's conclusion that the Company improperly transferred the \$1,777.34 balance to the Complainant's Glenside account. *See*, Exhibit "2."

10. On June 16, 2022, the Commission held:

1. That the Exceptions filed by Wanda Walker on March 16, 2022, are denied.
2. That the Exceptions filed by PECO Energy Company on March 21, 2022, are granted.

...

4. That the Formal Complaint in the matter of *Wanda Walker v. PECO Energy Company*, at Docket No. C-2021-3023220, is denied.

*See*, Exhibit "3."

11. It was also Ordered that "within thirty days of the entry date of this Opinion and Order, PECO Energy Company **shall review** the charges transferred to Wanda Walker from 6801 17th Street, 3 MID 7, Philadelphia, Pennsylvania totaling \$2,391.03 to determine whether Wanda Walker was the account holder at the time any of the charges were incurred and, **if necessary**, adjust Wanda Walker's account balance accordingly. Within the same thirty-day time period, PECO shall also file with this Commission, and serve a copy on the Commission's Bureau of Consumer Services, a written summary of the results of the Company's review of the billings for the \$2,391.03 amount that it transferred to Wanda Walker."

*Id.* (emphasis added)

12. On July 13, 2022, PECO filed its Status Report Letter as required by the Opinion. *See*, Letter dated July 13, 2022 attached hereto as Exhibit "6".

13. On July 13, 2022, the Complainant's 452 Twickenham Rd., Glenside, PA was credited in the amount of \$92.67. *See*, Account Activity Statement attached hereto as Exhibit "7".

14. Pursuant to the Opinion, "upon PECO's compliance with Ordering Paragraph Nos. 5 and 6, above, this matter shall be marked closed." *See*, Exhibit "3."

15. Accordingly, this matter is closed as stated in the Opinion.

16. The Complainant's allegations in the current Formal Complaint should be dismissed on the grounds of res judicata.

17. The doctrine of res judicata reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court of competent jurisdiction. For the doctrine to prevail four conditions must be met:

- (1) Identity of issues;
- (2) Identity of causes of action;
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Day v. Volkswagenwerk Aktiengesellschaft, 318 Pa. Superior Ct. 255, 474 A.2d 1313, 1316, 1317 (1983).

18. In the present case all four elements of res judicata are met. Clearly, the parties are identical in both Complaints. The thing sued upon is identical in both Complaints. Both the current formal complaint and the 2020 Complaint relate to the same issues: transferred balances and not crediting payments stemming back to 2018.

19. The cause of action is identical. Finally, the quality and capacity of the parties is identical in both Complaints. The Complainant is the electric customer in both Complaints, and PECO is the public utility providing service to the Complainant.

20. Because the present Complaint asserts an identical factual and legal basis for relief as the dismissed with the 2020 Complaint, the Complainant is estopped from attempting to re-assert her claims here.

21. Accordingly, the Complainant's allegations should be dismissed pursuant to the doctrine of res judicata.

22. By way of further response, the Complainant's Complaint is stale.

23. It is well settled that "no action for the recovery of any penalties or forfeitures incurred under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefor arose, except as otherwise provided in this part." 66 Pa.C.S. §3314(a).  
(*emphasis added*)

24. The Complainant asserts in her Complaint that her concerns arose between December 2019 to July 2020, yet presents payments stemming from 2018. Even assuming *arguendo*, that her concerns arose in December 2019, this is clearly beyond the Statue of Limitations, as the present matter was filed in August 2023.

25. The Complainant has an outstanding balance of \$8,083.03 at 452 Twickenham Rd., Glenside, PA, which is an active account. *See*, Exhibit "7."

26. On May 17, 2023, the Complainant's account finaled at the address of 5023 Wayne Avenue, Front 1<sup>st</sup>, Philadelphia, PA with an outstanding balance of \$2,539.65.

27. On May 31, 2023, the Complainant's account finaled at the address of 5023 Wayne Avenue, 2<sup>nd</sup> Fl., Philadelphia, PA with an outstanding balance of \$1,168.98.

28. Thus, the Complainant's outstanding balances continues to grow as the Complainant continues to use the PUC administrative process to avoid paying her electric service.

29. PUC Commissioner Pamela A. Witmer warned PECO about this very issue in the Daniel Vermeychuk v. PECO matter at Docket No. C-2013-2388323 (November 5, 2015).

Commissioner Witmer stated that "the Complainant was not only ignoring his obligation to pay

his bills but was actively employing various strategies to avoid paying in a timely manner.”

Commissioner Witmer pointed out:

...It is critically important to the customers, who are ultimately left footing the bills for such abuses, that our utilities act vigilantly to prevent them, continue to take steps to identify them, and mitigate their effects as quickly as possible. I remind PECO and all of our regulated utilities of this responsibility.

30. This is clearly what is happening in the present case with the filing of a formal complaint that is identical to the previously litigated Complaint. While PECO is able to identify this abuse, the company is unable to mitigate this issue while the Complainant uses the PUC complaint process to prevent paying her bill.

31. The Complainant’s allegations were dismissed in the 2020 Formal Complaint by the Commission in 2022. *See*, Exhibit “3”.

32. Thus, the Complainant is barred from contesting her bills due to the three-year statute of limitations and *res judicata*.

**WHEREFORE**, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant Complaint.

Respectfully Submitted,



---

Khadijah Scott  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
Philadelphia, PA 19103  
(267) 533-1830  
Fax: 215.568.3389  
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**BEFORE THE  
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<b>WANDA WALKER</b>	:	
<b>Complainant</b>	:	
	:	
v.	:	<b>DOCKET NO. C-2023-3042220</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

---

**VERIFICATION**

I, Khadijah Scott, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. §4904 pertaining to false statements to authorities.



Date: August 31, 2023

\_\_\_\_\_  
Khadijah Scott

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>WANDA WALKER</b>	:	
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	:	
<b>v.</b>	:	<b>DOCKET NO. C-2023-3042220</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

---

**CERTIFICATE OF SERVICE**

I, Khadijah Scott, hereby certify that I have this day served a copy of PECO Energy Company's Answer with New Matter in the above matter upon all interested parties by E-mailing a copy to:

WANDA WALKER  
P.O. Box 502  
Glenside, PA 19038  
*Via Email: wandaleolady@aol.com*

Dated: August 31, 2023



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Khadijah Scott  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
Philadelphia, PA 19103  
(267) 533-1830  
Fax: 215.568.3389  
khadijah.scott@exeloncorp.com

# **EXHIBIT 1**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Wanda Walker	:	
	:	C-2021-3023220
v.	:	
	:	
PECO Energy Company	:	

**EXCEPTIONS OF COMPLAINANT  
TO INITIAL DECISION**

Complainant, Wanda Walker, by and through her attorney, George Gossett, Jr. Esquire hereby disagrees with the initial decision made by Administrative Law Judge Darlene Heep entered on February 28, 2022. The Complainant files the following Exceptions:

1. Complainant asked for an accounting of funds paid to PECO to show the allocation of payments.
2. PECO although acknowledging the receipt of payments from the Complainant failed to show the distribution of those payments.
3. The accounting of payments and distribution of funds is of special importance considering the basis of the litigation is that the Complainant alleges that she was forced to pay electric bills that were not hers; or in the alternative charged excessively for services rendered.
4. PECO had a responsibility to provide an accounting of all payments received by the Complainant.
5. Penalties were not imposed against PECO for their misallocation of Complainants payments and refusal to provide an accounting.
6. Complainant reserves the right to amend and /or supplement these Exceptions upon receipt and review of the Notes of Testimony.

BY: s/ George Gossett, Jr. Esq.  
Attorney for Complainant



## **EXHIBIT 2**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**WANDA WALKER**

**Complainant**

**v.**

**PECO ENERGY COMPANY**

**Respondent**

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**Docket No. C-2020-3023220**

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**EXCEPTIONS OF  
OF PECO ENERGY COMPANY**

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Pursuant to 52 Pa Code §5.533, PECO Energy Company (“PECO”) hereby files its Exceptions to the Initial Decision (“I.D.”) of Administrative Law Judge Darlene Heep (“ALJ Heep”) issued on February 28, 2022, in the above-referenced matter and states the following:

**I. Introduction**

The Complainant in this proceeding, Wanda Walker, is a landlord property owner who has had approximately fifty (50) accounts in her name at various points in time with PECO. The Complainant currently has eleven (11) active accounts in her name with PECO Energy. The Complainant is receiving services at 452 Twickenham Rd., Glenside PA 19038; 5015 Wayne Avenue, Philadelphia, PA 19144; 5023 Wayne Avenue, Philadelphia, PA 19144; and 6801 N. 17<sup>th</sup> Street, Philadelphia, PA 19126 respectively. On December 9, 2020, PECO Energy was served with a Complaint where the Complainant disputed the amount of the balance transfers that occurred on her various accounts.

The *Walker* I.D. holds that PECO improperly transferred \$1,777.34 in charges from 6801 North 17th Street 2 MID 4, Account 41133-XXXX, to the Complainant’s residential

Glenside Account. I.D. at 12. The I.D. further holds that “given the separate meters for each unit, the Complainant cannot be held responsible for tenant charges under 66 Pa.C.S. § 1529.1.”

*Id.* The I.D. held that PECO erroneously transferred tenant balances to the Complainant's home account.

As set forth below, PECO respectfully requests that the Commission overturn the holding in the *Walker* I.D. that PECO improperly transferred the balance of \$1,777.34 to the Complainant’s Glenside account.

## **II. Argument**

### **A. The Complainant Failed to Meet her Burden of Proof that the Balance Transfer was Improper**

The I.D. states that the PECO account statements in the record include only one account for the Complainant on 6801 N. 17<sup>th</sup> Street, 2, Mid 4, Philadelphia, PA and that is for public lighting areas, Account 44226- XXXX. with a balance of \$107 (Exhibit 5). I.D. at 12. However, PECO submitted an itemized list all of the Complainant’s transfer balance history. *See*, PECO’s Exhibit 6. PECO submitted documentation that the Complainant obtained service in her name at 6801 N. 17<sup>th</sup> Street, 2, Mid 4, Philadelphia, PA on March 23, 2017. On July 18, 2018, the account finaled with an outstanding balance of \$703.34. *Id.* On October 23, 2018, the Complainant reestablished service in her name at 6801 N. 17<sup>th</sup> Street, 2, Mid 4, Philadelphia, PA. On June 3, 2019, the account finaled leaving an outstanding balance of \$1,777.34. *See*, Exhibit 6. At no point in time did PECO transfer a balance accrued by a tenant to any account of the Complainant. At no point in time did the Complainant put forth evidence that PECO transferred a balance accrued by a tenant to any account of the Complainant.

Pursuant to 52 Pa. Code. § 56.16. Transfer of accounts.

(a) A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered.

(b) In the event of discontinuance or termination of service at a residence or dwelling in accordance with this chapter, a public utility may transfer an unpaid balance to a new residential service account of the same customer.

In this case, the Complainant requested that service be placed in her name at multiple properties, including service at 6801 N. 17th Street, 2, Mid 4, Philadelphia, PA. The bills and balances were accumulated during the time frame that the accounts were in the Complainant's name. *See*, Exhibit "6". Pursuant to 52 Pa. Code. §56.16(a), the Complainant had an obligation to contact the company to discontinue service; and therefore, she is responsible for the charges incurred until the service was discontinued, and final billed. Pursuant to 52 Pa. Code. §56.16(b), the accounts were in the name of the Complainant, therefore the balances were properly transferred to an active account of the Complainant.

The Complainant failed to produce any evidence that she did not place service in her name at 6801 N. 17<sup>th</sup> Street, 2 Mid 4, Philadelphia, PA during the time that the balance accrued. The I.D. supports its position by the Complainant's testimony that when a tenant vacates an apartment, the Complainant contacts PECO and asks PECO to put service in her name so that she can work on the apartment to prepare it for the next tenant. (Tr. 37). I.D. at 7. It relies on the Complainant's testimony that "the tenants whose bills she received had service in their own names as part of a requirement of the Philadelphia Rapid Housing Program, a program for homeless women and families and people needing shelter. (Tr. 39-42)." I.D. at 11-12. However,

the Complainant failed to produce any evidence to support her testimony. The Complainant's testimony was not even in reference to a specific time frame or apartment, including 6801 N. 17<sup>th</sup> Street, 2 Mid 4, Philadelphia, PA. The Complainant also testified that she did not require proof of utility service from her tenant's, but assumed service was in their name as a part of the housing program.

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa. C.S. §332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Company is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990) (Patterson). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 3. However, mere bald assertion, personal opinions or perceptions do not constitute evidence to bolster a claim. *Pa. Bureau of Corrections v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987); *Helen Leung v. Philadelphia Gas Works*, 2021 PA. PUC LEXIS 519 (2021).

In *Leung v. Philadelphia Gas Works*, the Commission held the property owner responsible for the transferred balances which she alleged belonged to her tenants. The Commission further held that utilities are required to list accounts for individually-metered rental units in the name of the owner, absent a request for service by the tenant or other authorized representative. Pursuant to 66 Pa. Code 1529.1:

1529.1. Duty of owners of rental property. (a) Notice to public utility.--It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes. (b) History of account.--Upon receipt of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of

the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises. (c) Failure to give notice.-- Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

Thus, as the property owner without a tenant of record holding an account with PECO, the account and its balance was property attributable to the Complainant. Moreover, the Complainant failed to produce any evidence that she did not place service in her name or that service was in the name of any tenant during the accumulation of charges at 6801 N. 17<sup>th</sup> Street, 2 Mid 4, Philadelphia, PA during the time that the charges of \$1,777.34 accumulated. To the contrary, the Complainant testified that she often placed service in her name at her apartment units after a tenant vacated in order to make repairs. I.D. at 7.

Accordingly, PECO respectfully requests that the Commission conclude that PECO properly applied the outstanding balance of the Complainant to her active account and did not erroneously transfer tenant balances to the Complainant's home account.

### III. Conclusion

For the reasons stated above, PECO respectfully requests that the Commission issue an Order in this proceeding that:

1. The Complaint is denied in its entirety as to PECO.
2. The docket is closed.

Respectfully submitted,

*/s/Khadijah Scott*

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KHADIJAH SCOTT  
PECO Energy Company  
2301 Market Street, S23-1  
Philadelphia, PA 19103  
(215) 841-6841  
Fax: 215.568.3389  
Khadijah.scott@exeloncorp.com  
Counsel for PECO Energy Company

Dated: March 18, 2022

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**WANDA WALKER**

**Complainant**

**v.**

**PECO ENERGY COMPANY**

**Respondent**

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**Docket No. C-2020-3023220**

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**VERIFICATION**

I, Khadijah Scott, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: March 18, 2022

/s/ Khadijah Scott  
Khadijah Scott



## **EXHIBIT 3**

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120**

Public Meeting held June 16, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman  
John F. Coleman, Jr., Vice Chairman  
Ralph V. Yanora

Wanda Walker

C-2021-3023220

v.

PECO Energy Company

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Wanda Walker (Complainant or Ms. Walker) on March 16, 2022, and the Exceptions filed by PECO Energy Company (PECO or Company) on March 21, 2022, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Darlene Heep, served on February 28, 2022, in the above-captioned proceeding. PECO filed Replies to Exceptions on March 25, 2022. For the reasons stated below, we shall deny the Complainant's Exceptions, grant PECO's Exceptions, and adopt the ALJ's Initial Decision as modified by this Opinion and Order.

## I. History of Proceeding

On October 6, 2020, Ms. Walker filed a Formal Complaint (Complaint) against PECO, alleging that there were incorrect charges on her PECO bill that were related to charges owed by her tenants. Ms. Walker also alleged that PECO did not credit her account with all of the payments that she made to the Company. As relief, Ms. Walker sought return of money paid, plus damages, interest, and penalties.

On December 23, 2020, PECO filed an Answer to the Complaint, denying all material allegations of fact and conclusions of law in the Complaint.<sup>1</sup> PECO also stated that the Complainant is a PECO customer and a landlord property owner who has had rental property PECO accounts in her name at various times. PECO averred that the Complainant requested that service be placed in her name at multiple properties and that the bills and balances at issue accumulated while the accounts were in the Complainant's name. PECO submitted that pursuant to 52 Pa. Code. § 56.16(a), the Complainant had an obligation to contact the Company to request discontinuance of service and, therefore, is responsible for the charges incurred until the service was discontinued. PECO further stated that because the accounts were in the Complainant's name, the balances were properly transferred to the Complainant's active account. PECO noted that the Complainant's residential account had a balance of \$3,070.53.

A telephonic evidentiary hearing was held on July 14, 2021. Both Parties were represented by counsel. During the hearing, the Parties requested a ten-minute break and, upon returning, advised that they believed they could exchange information and resolve several of the issues and asked that a further hearing be scheduled.

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<sup>1</sup> The Complaint was served on PECO on December 9, 2020.

The rescheduled telephonic hearing convened on September 29, 2021. Both Parties were represented by counsel. The Complainant testified on her own behalf. PECO's counsel presented Deba Ather, Regulatory Assessor, as a witness. At the end of the hearing, the ALJ provided the Parties until November 12, 2021 to provide late-filed exhibits. Both Parties submitted late-filed exhibits. The electronic transcript of the hearing was filed on November 18, 2021.

Upon further review of the record, an Order was issued on January 5, 2022, directing PECO to provide additional information by January 19, 2022. PECO filed a response on January 19, 2022.

The record was closed on January 19, 2022, the date PECO's filings were due. The record includes a 248-page transcript and the Parties' various exhibits.

In the Initial Decision served on February 28, 2022, ALJ Heep granted the Complaint, in part, and denied the Complaint, in part. As previously noted, Ms. Walker filed Exceptions on March 16, 2022, and PECO filed Exceptions on March 21, 2022. PECO filed Replies to Exceptions on March 25, 2022.

## **II. Background**

The Complainant is a PECO gas and electric customer where she resides in Glenside, Pennsylvania. (Glenside Account). Tr. at 33. The Complainant is also the landlord and owner of the following addresses in Philadelphia, Pennsylvania at which she receives service from PECO: (1) 6801 North 17th Street, a nine-unit residential property with a separate PECO electric meter for each unit; (2) 147 Manheim, a four-unit residential property with a separate PECO electric meter for each unit; and (3) 5023 Wayne Avenue, a three-unit residential property with a separate PECO electric meter for each unit. Tr. at 31-34.

PECO transferred \$1,777.34 in charges from 6801 North 17th Street, 2 MID 4 to the Complainant's Glenside Account. PECO Exh. 4; Tr. at 173-176. PECO transferred \$2,391.03 in charges from 6801 North 17th Street, 3 MID 7 to the Complainant's Glenside Account. PECO Exhs. 5 and 6; Tr. at 240-241.

### **III. Discussion**

#### **A. Legal Standards**

ALJ Heep made fourteen Findings of Fact and reached nine Conclusions of Law. I.D. at 6-8, 18-20. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

Additionally, any issue or Exception that we do not specifically address has been duly considered and will be denied without further discussion. It is well settled that we are not required to consider, expressly or at length, each contention or argument raised by the parties. *Consolidated Rail Corporation v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Company is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be more

convincing, by even the smallest amount, than that presented by the Company. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. *Mill v. Pa. PUC*, 447 A.2d 1100 (Pa. Cmwlth. 1982). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, also referred to as the burden of persuasion, to rebut the evidence of the customer shifts to the Company. If the evidence presented by the Company is of co-equal value or "weight," the burden of proof has not been satisfied. The Complainant now has to provide some additional evidence to rebut that of the Company. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

## **B. Initial Decision**

In the Initial Decision, ALJ Heep granted the Complaint, in part, and denied the Complaint, in part. The ALJ found that the record supports a conclusion that PECO incorrectly transferred some of the disputed balances from a tenant to the Complainant. The ALJ also found that the Complainant did not establish that the other remaining charges in dispute were incorrectly transferred to her or that the payments the Complainant made to PECO were not credited to the Complainant's accounts. The ALJ further denied the Complainant's request for penalties, damages, and interest.

The ALJ first addressed PECO's transfer of \$1,777.34 from 6801 North 17th Street, 2 MID 4, to the Glenside Account. The ALJ stated that because PECO's records and the Complainant's testimony establish that the property at 6801 North 17th Street has separate meters for each apartment and general lighting, the Complainant was not responsible for tenant charges under 66 Pa. C.S. § 1529.1. I.D. at 12 (citing Tr. at 33; PECO Exhs. 4, 5). The ALJ reasoned that the Complainant credibly testified that she did not incur or agree to pay for any PECO charges incurred by a tenant at 6801 North 17th Street (Tr. at 102), and that none of the PECO account statements show that the Complainant incurred charges as the customer of record at 6801 North 17th Street, 2 MID 4. Accordingly, the ALJ determined that the Complainant established a *prima facie* case that the balance of \$1,777.34 from 6801 North 17th Street, 2 MID 4, was improperly transferred to the Glenside Account. I.D. at 13.

The ALJ found that PECO did not present sufficient evidence to rebut the Complainant's *prima facie* case. *Id.* The ALJ noted that PECO's witness Ms. Ather testified that the basis for holding the Complainant liable for the \$1,777.34 in charges from 6801 North 17th Street, 2 MID 4, is that she "did not contact the company to discontinue the service" and "as a result the account remains open in Ms. Walker's name, and she's being held responsible for the bill." *Id.* (citing Tr. at 177). The ALJ also noted that the Company relies on its January 21, 2020 Utility Company Report that states the Complainant is responsible for the \$1,777.34 balance from 6801 North 17th Street, 2 MID 4, under 66 Pa. C.S. § 1407(d). The ALJ further noted that PECO could not provide any source documents or direct printout or screen shots from its account records showing that the Complainant was the customer of record when the \$1,777.34 in charges accrued. I.D. at 13.

The ALJ also rejected PECO's reliance on 66 Pa. C.S. § 1407(d), and concluded that there is no evidence showing that the Complainant resided at 6801 North 17th Street during the period the outstanding balance accrued. *Id.* The ALJ

stated that small charges on the Complainant's account statements support her testimony that she incurs small PECO charges at her rental units during the periods that she places service temporarily in her name to prepare a unit for the next tenant. *Id.* at 13-14 (citing PECO Exh. 5). The ALJ further stated that as Ms. Ather testified, if a balance accrues at a rental property and service is not under the name of the landlord, the balance will not belong to the landlord, and the balance would follow the tenant rather than the landlord. *I.D.* at 14 (citing *Tr.* at 178-179). Based on all of the above, the ALJ determined that the Complainant was not responsible for the \$1,777.46 balance transfer. *I.D.* at 14.

Second, the ALJ addressed PECO's transfer of \$2,391.03 from 6801 17th Street, 3 MID 7, to the Glenside Account. *Id.* Based on the record, the ALJ directed PECO to review the billings for the \$2,391.03 to determine whether the Complainant was the account holder at the time any of the charges were incurred and to issue corrected bills to the Complainant, if appropriate. *Id.* at 15.<sup>2</sup>

Third, the ALJ determined that the Complainant did not satisfy her burden of proving that PECO failed to properly credit her account with the payments she made to the Company. *Id.* The ALJ noted that the Complainant provided more than 200 pages of copies of checks written to PECO and texts from PECO confirming payments the Complainant made to the Company. *Id.* (citing Complainant Exhs. A, C, and C-3). The ALJ also noted that PECO reviewed the payments and provided a report regarding payments that it credited to the Complainant's account. *I.D.* at 15 (citing PECO Exh. 8). The ALJ found that PECO's accounting record shows that the payments were credited to accounts of the Complainant. The ALJ, thus, concluded that there is no evidence that the payments the Complainants made to the Company were not ultimately credited to an

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<sup>2</sup> While we agree with the ALJ's recommendation, we will also direct that PECO file with this Commission, and serve a copy on the Commission's Bureau of Consumer Services, a written summary of the results of the Company's review of the billings for the \$2,391.03 that it transferred to Ms. Walker's Glenside Account.

account of the Complainant. I.D. at 15. Nevertheless, the ALJ acknowledged that the record shows that acts of both PECO and the Complainant contributed to confusion in the manner in which the Complainant's accounts were credited and, accordingly, the ALJ stated that PECO and the Complainant should meet and discuss payment and billing matters and procedures to avoid any billing and payment issues in the future. *Id.* at 15-16.

While the ALJ found that PECO erroneously transferred tenant balances to the Complainant's home account, the ALJ concluded that civil penalties were not warranted under the circumstances. *Id.* at 18. In reaching this determination, the ALJ analyzed the factors in the Commission's Policy Statement at 52 Pa. Code § 69.1201, *Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations— statement of policy* (Policy Statement). The ALJ reasoned that there was no fraud or misrepresentation or evidence of intentional misconduct. The ALJ also reasoned that the violation appears to be an accounting error rather than a problem with general Company procedures, and the record does not show that PECO has a compliance history involving similar violations. I.D. at 18 (citing 52 Pa. Code § 69.1201(c)(1),(2),(3),(4),(6)). On this basis, the ALJ did not recommend a civil penalty. I.D. at 18 (citing *Rahman v. Verizon Pa.*, Docket No. C-2016-2564338 (Order entered June 14, 2018)).

## **C. Exceptions, Replies, and Disposition**

### **1. The Complainant's Exceptions, PECO's Replies, and Disposition**

In her Exceptions, Ms. Walker argues that civil penalties should have been imposed on PECO for its misallocation of her payments to PECO and PECO's refusal to provide an accounting of the payments. Ms. Walker states that she asked for an accounting of the payments she made to the Company and while PECO acknowledged

the receipt of her payments, it did not provide her with information on the distribution of those payments. Ms. Walker claims that the Company was responsible for providing an accounting of all payments it received from her. Ms. Walker avers that the accounting of payments and the distribution of funds is significant in this case because the basis of the Complaint is that Ms. Walker paid for electric bills for which she was not responsible or, in the alternative, that she was charged “excessively for services rendered.” Complainant Exc. at 1.

In its Replies to Exceptions, PECO first avers that it provided the Complainant with an accounting of her payments. PECO states that the Complainant has failed to specify what accounting she alleges the Company failed to produce. PECO R. Exc. at 3. Regardless of the specificity, PECO states that it provided two-year account activity statements describing the breakdown of every payment the Complainant made for the eleven active accounts in the Complainant’s name at the time of the hearing. *Id.* at 3-4 (citing PECO Exh. 5; Tr. at 179-192). PECO submits that as the ALJ noted, the Complainant provided more than 200 pages of copies of checks written to PECO and texts from PECO confirming payments made, and PECO reviewed the payments and provided a report regarding payments that it credited to the Complainant’s account. PECO R. Exc. at 4 (citing I.D. at 15). PECO also submits that it provided monthly billing statements for the Complainant’s accounts during July and August 2018, as well as an itemized transfer balance history on each of the Complainant’s accounts. PECO R. Exc. at 4 (citing PECO Exhs. 11, 13, and 15).

Second, PECO avers that the ALJ properly found that a civil penalty was not warranted. PECO posits that a misallocation of payments did not occur and that an accounting was, in fact, provided for each of the Complainant’s accounts. PECO R. Exc. at 5. PECO explains that its witness Ms. Ather testified that each account balance associated with the Complainant’s account accrued during the time that the account was in the Complainant’s name and not in a tenant’s name. *Id.* (citing Tr. at 178-179). PECO

also states that the Complainant did not produce any evidence to show that a tenant resided at the property or had service in its name when the balance accrued. PECO submits that the Complainant merely testified that she worked with a housing program that provided a stipend to tenants to use for their utility bill and that the tenants were responsible for placing service in their name. PECO R. Exc. at 6. PECO notes that the Complainant did not produce any evidence about the rental program or a rental lease for any tenant during the time frame that she alleges the billing accrued improperly under her name. *Id.* at 7.

Based on our review of the record, we agree with the ALJ that the Complainant did not satisfy her burden of proving that PECO failed to properly credit her account with the payments she made to the Company. The Complainant submitted over 200 pages of copies of checks written to PECO, as well as text messages from PECO confirming the payments were “successfully scheduled,” the amount of the payment, and an associated confirmation number. Complainant Exhs. A, C, C-1, C-2, and C-3. For its part, PECO reviewed the payments it received from the Complainant, based on itemized information related to each text message confirmation number, and provided a report regarding payments that it credited to the Complainant’s account. PECO Exh. 8. The PECO accounting shows that the Complainant’s payments to the Company were credited to accounts of the Complainant. While we agree with the ALJ that the record shows that PECO and the Complainant contributed to confusion in the manner in which the Complainant’s payments were credited, we also agree with the ALJ that there is no evidence that the payments the Complainant made to the Company were not ultimately credited to an account of the Complainant. *See I.D.* at 15-16.

The ALJ’s recommendation that PECO and the Complainant should meet and discuss payment and billing matters and procedures should assist both Parties in avoiding similar billing and payment issues in the future. As we have concluded that PECO did not violate the Code, our Regulations, or a Commission Order based on the

manner in which it handled the accounting of the Complainant's payments, a civil penalty on this basis is not appropriate. Therefore, we shall deny the Complainant's Exceptions on this issue.

## **2. PECO's Exceptions and Disposition**

In its Exceptions, PECO requests that the Commission reverse the ALJ's conclusion that the Company improperly transferred the \$1,777.34 balance to the Complainant's Glenside account. PECO avers that the Complainant failed to satisfy her burden of proving that the balance transfer was improper. PECO Exc. at 2. PECO states that it submitted an itemized list of all of the Complainant's transfer balance history, showing the following: (1) that the Complainant obtained service in her name at 6801 N. 17th Street, 2 MID 4, Philadelphia, PA on March 23, 2017; (2) that on July 18, 2018, the account finaled with an outstanding balance of \$703.34; (3) that on October 23, 2018, the Complainant reestablished service in her name at 6801 N. 17<sup>th</sup> Street, 2 MID 4, Philadelphia, PA; and (4) that on June 3, 2019, the account finaled leaving an outstanding balance of \$1,777.34. *Id.* (citing PECO Exh. 6). PECO asserts that it did not transfer a balance accrued by a tenant to any account of the Complainant, and the Complainant did not present evidence that PECO transferred a balance accrued by a tenant to any account of the Complainant. PECO Exc. at 2.

PECO continued that the Complainant requested that service be placed in her name at multiple properties, including 6801 N. 17th Street, 2 MID 4, Philadelphia, PA, and the bills and balances were accumulated during the time frame that the accounts were in the Complainant's name. *Id.* at 3 (citing PECO Exh. 6). PECO submits that pursuant to 52 Pa. Code. § 56.16(a), the Complainant was obligated to contact the Company to discontinue service and, therefore, she is responsible for the charges incurred until the service was discontinued and the Company issued a final bill. PECO also submits that consistent with 52 Pa. Code. § 56.16(b), because the accounts were in the

Complainant's name, the balances were properly transferred to an active account of the Complainant.

PECO contends that the Complainant failed to produce any evidence to show she did not place service in her name at 6801 N. 17th Street, 2 MID 4, Philadelphia, PA during the time that the balance accrued. PECO states that the ALJ's decision relies on: (1) the Complainant's testimony that when a tenant vacates an apartment, the Complainant contacts PECO and asks PECO to put service in her name so that she can work on the apartment to prepare it for the next tenant (Tr. at 37); and (2) the Complainant's testimony that "the tenants whose bills she received had service in their own names as part of a requirement of the Philadelphia Rapid Housing Program, a program for homeless women and families and people needing shelter" (Tr. at 39-42). PECO Exc. at 3. PECO avers that the Complainant failed to produce any evidence to support this testimony, that the testimony did not reference a specific time frame or apartment, and that the Complainant stated that she did not require proof from her tenants that the utility service was in their name but assumed that it was as part of their participation in the housing program. *Id.* at 3-4.

In support of its position, PECO relies on the Commission's decision in *Helen Leung v. Philadelphia Gas Works*, Docket No. F-2020-3020041 (Order entered October 28, 2021) (*Leung*), which PECO describes as holding that the property owner was responsible for the transferred balances of her tenants and that Section 1529.1 of the Code requires utilities to list accounts for individually-metered rental units in the owner's name, absent a request for service by the tenant or other authorized representative. PECO Exc. at 4. Thus, PECO argues that because the Complainant was the property owner without a tenant of record holding an account with PECO, the Complainant was responsible for the account and its balance. Further, PECO avers that the Complainant failed to produce any evidence that she did not place service in her name or that service was in the name of any tenant during the accumulation of charges at 6801 N. 17th Street,

2 MID 4, Philadelphia, PA. Rather, PECO states that the Complainant testified that she often placed service in her name at her apartment units after a tenant vacated in order to make repairs. Accordingly, PECO requests that the Commission find that PECO properly applied the Complainant's outstanding balance to her active account and did not erroneously transfer tenant balances to the Complainant's home account. *Id.* at 5.

Based on our review of the record, we conclude that the Complainant has not satisfied her burden of proving that PECO violated the Code, Commission Regulations, or a Commission Order by transferring the \$1,777.34 in question to the Complainant's account. Under Section 1529.1 of the Code, 66 Pa. C.S. § 1529.1, utilities are required to list accounts for individually-metered rental units in the name of the owner, absent a request for service by the tenant or other authorized representative. *Id.* Section 1529.1 provides as follows:

**§ 1529.1. Duty of owners of rental property.**

**(a) Notice to public utility.**—It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes.

**(b) History of account.**—Upon receipt of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. *In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.*

**(c) Failure to give notice.**—*Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.*

66 Pa. C.S. § 1529.1 (emphasis added). Under the circumstances in this case, as the property owner of 6801 N. 17th Street, 2 MID 4, Philadelphia, PA, the Complainant did not produce sufficient evidence to demonstrate that the service was not in her name or that the service was in the name of any tenant during the accumulation of the charges from October 23, 2018, through June 3, 2019.

In support of her argument that the service for 6801 N. 17th Street, 2 MID 4, Philadelphia, PA was not in her name, the Complainant mostly relied on her testimony that she knew her tenants had obtained electric service in their names based on the tenants' participation in Philadelphia's Homeless Service Rapid Rehousing Program. The Complainant stated that the program required participants to place service in their own names. Tr. at 39-42. The Complainant also testified that she did not receive any bills for the service at 6801 N. 17th Street, 2 MID 4, Philadelphia, PA during the time period in question, and if the service was in her name, she would have received bills at her P.O. Box address. Tr. at 43. The Complainant did not provide any testimony to indicate that she confirmed with PECO or with the tenants that service was in the tenants' names, nor did she provide any documentary evidence to show that service was in the tenants' names from October 23, 2018, through June 3, 2019. The Complainant further testified that she does contact PECO to place service in her name when a tenant vacates an apartment so that she can work on the apartment to prepare it for the next tenant. Tr. at 37. In prior decisions with similar factual circumstances, we have found that a complainant landlord's testimony that she did not place service in her name, without evidence to support her allegations, was insufficient to satisfy the burden of proof,

particularly when she did not verify whether her tenants placed service in their name. *See Leung* at 9, 12.

Even if we could determine that the Complainant established a *prima facie* case, which the record does not support in this case, we find that PECO presented evidence that is of co-equal weight to that of the Complainant. PECO's witness Ms. Ather testified that PECO conducted investigations into the transfers to the Complainant's account and found that PECO had a record of Ms. Walker applying for service and that Ms. Walker did not contact PECO by telephone, online, or automated voice response to discontinue service and, therefore, the service remained in Ms. Walker's name. Tr. at 174, 177. PECO presented Utility Company Reports in support of the testimony. PECO Exhs. 3, 4. Ms. Ather also testified that if a landlord puts service in her name and a tenant moves in and does not put service in his/her name, the billing would continue in the landlord's name until the Company is informed to discontinue the service in the landlord's name. Tr. at 178. Under the circumstances, we cannot reach a determination that PECO's actions or the transfers were inconsistent with 66 Pa. C.S. § 1529.1 or with 52 Pa. Code. § 56.16(a) and (b).<sup>3</sup> Accordingly, we shall grant PECO's Exceptions on this issue.

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<sup>3</sup> Section 56.16(a) requires a customer to provide notice to the public utility if the customer wishes to discontinue service and provides that absent such notice, the customer is responsible for the services provided. Section 56.16(b) provides as follows: "In the event of discontinuance or termination of service at a residence or dwelling in accordance with this chapter, a public utility may transfer an unpaid balance to a new residential service account of the same customer."

#### IV. Conclusion

Upon review, we shall deny the Complainant's Exceptions, grant PECO's Exceptions, and adopt the ALJ's Initial Decision as modified by this Opinion and Order; **THEREFORE,**

#### **IT IS ORDERED:**

1. That the Exceptions filed by Wanda Walker on March 16, 2022, are denied.

2. That the Exceptions filed by PECO Energy Company on March 21, 2022, are granted.

3. That the Initial Decision of Administrative Law Judge Darlene Heep, served on February 28, 2022, is adopted as modified by this Opinion and Order.

4. That the Formal Complaint in the matter of Wanda Walker v. PECO Energy Company, at Docket No. C-2021-3023220, is denied.

5. That within thirty days of the entry date of this Opinion and Order, PECO Energy Company shall review the charges transferred to Wanda Walker from 6801 17th Street, 3 MID 7, Philadelphia, Pennsylvania totaling \$2,391.03 to determine whether Wanda Walker was the account holder at the time any of the charges were incurred and, if necessary, adjust Wanda Walker's account balance accordingly. Within the same thirty-day time period, PECO shall also file with this Commission, and serve a copy on the Commission's Bureau of Consumer Services, a written summary of the results of the Company's review of the billings for the \$2,391.03 amount that it transferred to Wanda Walker.

6. That within sixty days of the entry date of this Opinion and Order, PECO shall issue a bill to Wanda Walker reflecting any adjustments made in accordance with this Opinion and Order.

7. That upon PECO's compliance with Ordering Paragraph Nos. 5 and 6, above, this matter shall be marked closed.

**BY THE COMMISSION**

A handwritten signature in black ink, appearing to read "Rosemary Chiavetta". The signature is fluid and cursive, with the first name being the most prominent.

Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ADOPTED: June 16, 2022

ORDER ENTERED: June 16, 2022

# **EXHIBIT 4**

## Botak, Amy:(PECO)

---

**From:** RA-PCESERVE@pa.gov  
**Sent:** Wednesday, December 9, 2020 10:41 AM  
**To:** Scott, Khadijah:(PECO)  
**Cc:** Botak, Amy:(PECO)  
**Subject:** [EXTERNAL] PA PUC eServe Notice

**Importance:** High

**Categories:** Red Category

**EXTERNAL MAIL. Do not click links or open attachments from unknown senders or unexpected Email.**

Dear Khadijah Scott,

A(n) **Formal Complaint** has been served in this proceeding. This document is docketed as **C-2020-3023220**. You may view this document at [Formal Complaint](#)

You are receiving this email because you are a(n) **Respondent** for this case and have agreed to be served electronically. By selecting electronic service (eService), you have agreed that this notification constitutes valid service. Electronic service of any and all documents will be in place of paper service.

Thank You,  
Public Utility Commission  
Commonwealth of Pennsylvania

*\* Please do not respond to this automatically generated email.  
PUC has recently updated E-Service delivery E-Mail address to RA-PCESERVE@pa.gov. Please update your Address book and/or E-Mail rules accordingly.*

UNTIMELY

BCS: 3767037

PECO ENERGY (ED)

Must be returned by OCTOBER 5, 2020

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

RECEIVED

OCT 6 2020

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

PA PUBLIC UTILITY COMMISSION

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. (Failure to provide this information can cause your complaint to be rejected or delayed). It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Wanda Walker

Street/P.O. Box 452 Twickenham Apt # R15

City Glesnside State PA Zip 19038

County Montgomery

Telephone Number(s) (REQUIRED) Where We Can Contact You During the Day:

(215) 317-3785 (home) ( ) (mobile)

E-mail Address (REQUIRED): WandaLeoBady@AOL.com

Utility Account Number (from your bill) 20 + Account numbers

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name 147 W. Mannheim St 5023 Wayne Ave

Street/P.O. Box 6801 M. 17th St. Apartment 1, 2, 3, 4, 5

City State Zip 6, 7, 8, 9

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PECO Phila energy company

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC
- WASTEWATER/SEWER
- GAS
- TELEPHONE/TELECOMMUNICATIONS (local, long distance)
- WATER
- MOTOR CARRIER (e.g. taxi, moving company, limousine)
- STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

Other (explain) *This case was under investigation and being PAID, but money was taken from me at the table when I sold a property. PAID By phone. Charges from tenants who had special arrangements to receive power when they left. I put electric in my name only temporarily but old<sup>2</sup> tenants unpaid bill was due to me.*

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

## 5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

I want all the money plus interest & penalties I was charged for all these accounts. I want the money that was taken from me when I had to sell my properties to settle the false bills from the water, gas, electric and Phila Revenue Dept. I don't understand why this would have to go this far. I'm being charged \$3000 then another \$3000 in June. I have mailed a package showing proof of payments.

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

I want a reasonable additional payment to pain & suffering, 6) DAMAGES ALSO if that is allowed.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES   
NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES   
NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES   
NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

I have. In November they ~~were~~ cut off my power & forced me to pay EXTRA \$500 a month while they investigate

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

I showed leases July 2019. I went to office to dispute a \$1206 Bill. It keep growing, Nov. \$ 3000. Then June 2020 another \$ 3000. Total \$ 6000<sup>00</sup>

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

## 8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

E-mail Address (if known) \_\_\_\_\_

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

I have had to miss mortgage payments & other payments because of this. I have had to sleep in a cold dark house w/ my children because of this. They are adding an additional \$3000 to an already false bill of \$3000<sup>00</sup> = \$6000<sup>00</sup>

## Verification and Signature

**You must sign your complaint.** Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must sign and date** this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

Verification:

I, Wanda Walker, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4907 (relating to unsworn falsification to authorities).

Wanda Walker \_\_\_\_\_ 9/25/20  
(Signature of Complainant) (Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

### Two Ways to File Your Formal Complaint

**Electronically.** You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

**Mail.** Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary  
Pennsylvania Public Utility Commission  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, Pennsylvania 17120

Note: **Formal Complaints sent by fax or e-mail will not be accepted.**

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

RECEIVED

OCT 6 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



An Exelon Company

T21 P1 \*\*\*\*\*AUTO\*\*ALL FOR AADC 190 6253

WANDA WALKER

PO BOX 502

GLENSIDE PA 19038-0502



6801 N 17TH ST

FRNT 1ST 9

PHILADELPHIA PA 19126

IMPORTANT: Past Due Balance Reminder

July 21, 2020

Dear Valued Customer,

Our records show you have a past due balance of \$2,105.18. Because your bill is past due, you are at risk of collections activity when PECO returns to normal business operations.

**To avoid collections, please pay your balance at [peco.com/payment](http://peco.com/payment).**

We understand managing your bills may be difficult right now. That's why PECO is offering new extended payment options that can help you pay your bill. **You can enroll in a 24-month agreement with no money down.** To sign up, visit [peco.com/billrelief](http://peco.com/billrelief) or call us at 1-888-480-1533.

PECO also offers financial assistance programs that can help you pay your balance. Visit [peco.com/help](http://peco.com/help) for more information.

PECO is dedicated to helping you power through the COVID-19 crisis. We're here to assist you 7 a.m. to 7 p.m., Monday through Friday.

Sincerely,

PECO Customer Care

① I never received a determination letter for the investigation that was supposed to be started July 2019 and then Nov 2019 (when my electric was turned off)

(2) Peco never allowed me to run up a bill  
 How can I possibly owe \$1200<sup>00</sup> plus for  
 one apartment unit that had a tenant  
 with a special needs child who transferred  
 a large balance of over \$1000<sup>00</sup> to  
 her new apartment with me; July 2018.  
 Tenant Shalena Sakia Irby, SS# 6358.  
 They, Peco would have cut me off much  
 sooner before I reached a \$1000<sup>00</sup> plus  
 balance at any one location. I've been  
 cut off for owing \$200, \$400, even \$80<sup>00</sup>.  
 I have/had over 20 accounts, none have  
 ever gotten that high. I was able to get  
 all electric turned on & certified after  
 4 yrs of 6801 Nth 17th being closed due to  
 a large vandalism claim by tenants  
 not wanting to pay rent. So how do  
 you run up to accounts with my large  
 balances that fast? I have mailed  
 all my payments I could find (Peco), from  
 2012 - now. The other large tenant bill is from 147 W.  
 Monheim St. 2nd fl. Thank you,  
 Salema Gilmore.

Wanda Walker (215) 317-3785<sup>212</sup>





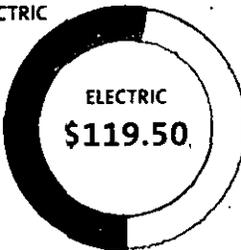
Name: WANDA WALKER  
Account Number: 88702-01103  
Phone Number: 215-317-3785  
Service Address: 452 Twickenham Rd, Glenside

Emergency and Repair

800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

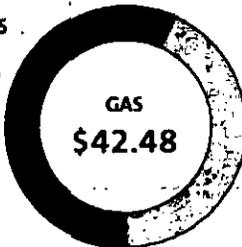
PECO ELECTRIC DELIVERY



TAXES & FEES

ELECTRIC SUPPLY  
PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

PECO GAS DELIVERY



TAXES & FEES

GAS SUPPLY  
PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

Billing Summary

Bill Date	09/19/2019
Thank you for your payment of \$447.73 on 09/19/2019	
Charges from previous bill	\$192.90
Transfer service REAR 3RD, 6 6801 N 17TH ST PHILADELPHIA	\$473.42
Transfer service 6801 N 17TH ST 3 MID #7 PHILADELPHIA	\$1,986.61
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
Late payment charge	\$407.56
<b>Total Other Charges</b>	<b>\$3,078.49</b>

Current Period Charges

Electric	\$119.50
Gas	\$42.48
<b>Total New Charges</b>	<b>\$161.98</b>

**Total Amount Due on 10/11/2019 \$3,240.47**

10/4/10  
\$200  
1.75  
\$201.75  
#594950150

Online: peco.com

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
2301 Market Street  
Philadelphia, PA 19103-1380

Pay Today!

peco.com/ebill

Go paperless: receive and pay your bill online.

0019727 01 AV 0.380 AUTO T1 0 8884 19038-050202 -C01-B1-P19746-1123 567

WANDA WALKER  
PO BOX 502  
GLENSIDE, PA 19038-0502

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

Account # 88702-01103

877-432-9384

Pay by phone, a convenience fee will apply.

Please pay this amount by  
10/11/2019

\$3,240.47

Payment Amount



PECO - Payment Processing  
PO Box 37629  
Philadelphia, PA 19101-0629

887020110301032484792843240470

12/17/667064756#42405  
 Metal Mix up  
 Back date to MAY



An Exelon Company  
 Page 1 of 3

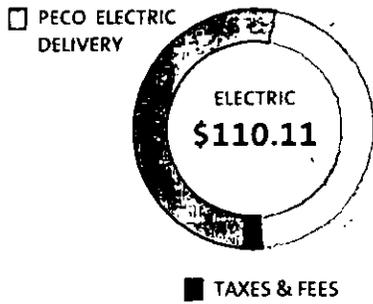
Name: WANDA WALKER  
 Account Number: 88702-01103  
 Phone Number: 215-317-3785  
 Service Address: 452 Twickenham Rd, Glenside

Emergency and Repair: \$271.62  
 800-841-4141

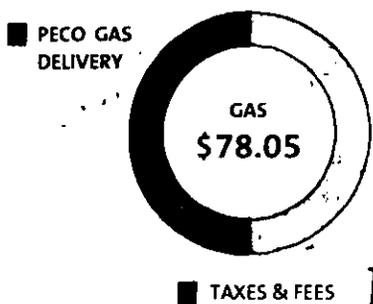
This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

**Billing Summary**

Bill Date	10/18/2019
Thank you for your payment of \$200.00 on 10/07/2019	
Charges from previous bill	\$354.88
Transfer service REAR 3RD, 6 6801 N 17TH ST PHILADELPHIA	\$473.42
Transfer service 6801 N 17TH ST 3 MID #7 PHILADELPHIA	\$1,786.61
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
Late payment charge	\$446.80
<b>Total Other Charges</b>	<b>\$3,079.71</b>
<b>Current Period Charges</b>	
Electric	\$110.11
Gas	\$78.05
<b>Total New Charges</b>	<b>\$188.16</b>
<b>Total Amount Due on 11/12/2019</b>	<b>\$3,267.87</b>



ELECTRIC SUPPLY  
 PECO  
 2301 Market Street  
 Philadelphia, PA 19103  
 800-494-4000



GAS SUPPLY  
 PECO  
 2301 Market Street  
 Philadelphia, PA 19103  
 800-494-4000

Nov 27

12/17/19  
 \$250.00  
 175  
 \$251.75

~~\$62.00~~

12/17/19 \$3,394.34

\$429.80  
 Arrangement

667074206#Twick

Online: peco.com     In Person: 2301 Market St., Philadelphia, PA 19103     By Phone: 1-800-494-4000

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 Philadelphia, PA 19103-1380

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0020222 01 AV 0.380 \*\*AUTO T9 0 8905 19038-050202 -C01-B F 20242-11745



WANDA WALKER  
 PO BOX 502  
 GLENSIDE, PA 19038-0502

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

Account # 88702-01103

877-432-9384

Pay by phone, a convenience fee will apply.

Please pay this amount by 11/12/2019 \$3,267.87

Payment Amount \$



PECO - Payment Processing  
 PO Box 37629  
 Philadelphia, PA 19101-0629

887020110301032678793163267878

Top Payment  
 \$250  
 \$429  
 \$678.05  
 2 payments  
 4785

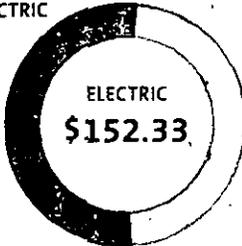
Name: **WANDA WALKER**  
Account Number: **88702-01103**  
Phone Number: **215-317-3785**  
Service Address: **452 Twickenham Rd, Glenside**

**Emergency and Repair**

**1-800-841-4141**

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

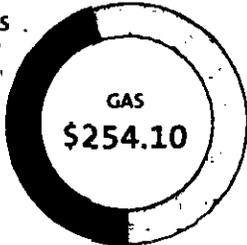
PECO ELECTRIC DELIVERY



TAXES & FEES

ELECTRIC SUPPLY  
**PECO**  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

PECO GAS DELIVERY



TAXES & FEES

GAS SUPPLY  
**PECO**  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

*PAID 12/16/19*

**Billing Summary**

Bill Date **11/18/2019**  
Thank you for your payment of \$300.00 on 11/06/2019  
Deferred payment agreement **\$271.62**  
Total Other Charges **\$271.62**

**Current Period Charges**

Electric **\$152.33**  
Gas **\$254.10**

**Total New Charges**

**\$406.43**

**Total Amount Due on 12/10/2019 \$678.05**

**General Information**

Next scheduled meter reading: **12/23/2019**

**1-800-494-4000**

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

**peco.com/service**

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Online: **peco.com**

In Person: **2301 Market St., Philadelphia, PA 19103**

By Phone: **1-800-494-4000**

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0020481 01 AV 0.380 \*\*AUTO T5 0 8926 19038-050202 -C01-B1-P20481-112 45 7



WANDA WALKER  
PO BOX 502  
GLENSIDE, PA 19038-0502



- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

**Account # 88702-01103**

**877-432-9384**

Pay by phone, a convenience fee will apply.

**Please pay this amount by 12/10/2019**

**\$678.05**

Payment Amount \$



PECO - Payment Processing  
PO Box 37629  
Philadelphia, PA 19101-0629

887020110301006780593440678056

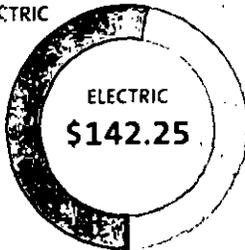
Name: **WANDA WALKER**  
 Account Number: **88702-01103**  
 Phone Number: **215-317-3785**  
 Service Address: **452 Twickenham Rd, Glenside**

**Emergency and Repair**

**800-841-4141**

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

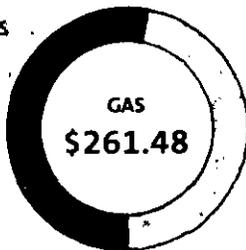
PECO ELECTRIC DELIVERY



**TAXES & FEES**

ELECTRIC SUPPLY  
**PECO**  
 2301 Market Street  
 Philadelphia, PA 19103  
 800-494-4000

PECO GAS DELIVERY



**TAXES & FEES**

GAS SUPPLY  
**PECO**  
 2301 Market Street  
 Philadelphia, PA 19103  
 800-494-4000

*Handwritten note: \$17.84 or more every month*

**Billing Summary**

Bill Date	02/21/2020
Thank you for your payment of \$650.00 on 02/06/2020	
Charges from previous bill	\$107.76
Deferred payment agreement	\$271.62
Late payment charge	\$1.62
<b>Total Other Charges</b>	<b>\$381.00</b>

**Current Period Charges**

Electric	\$142.25
Gas	\$261.48
<b>Total New Charges</b>	<b>\$403.73</b>

**Total Amount Due on 03/16/2020 \$784.73**

**General Information**

Next scheduled meter reading: 03/25/2020

**1-800-494-4000**

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

**peco.com/service**

Customer Self Service - Manage Your Account 24/7  
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Online: **peco.com**

In Person: **2301 Market St., Philadelphia, PA 19103**

By Phone: **1-800-494-4000**

Return only this portion with your check made payable to PECO. Please write your account number on your check.



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WANDA WALKER  
 452 TWICKENHAM RD  
 GLENSIDE, PA 19038-2821



- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

**Account # 88702-01103**

**877-432-9384**

Pay by phone, a convenience fee will apply.

**Please pay this amount by 03/16/2020 \$784.73**

**Payment Amount \$**



PECO - Payment Processing  
 PO Box 37629  
 Philadelphia, PA 19101-0629

887020110301007847300760784731

Account Number: 88702-01103

**General Information**

Next scheduled meter reading: 05/22/2020

**1-800-494-4000**

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

**peco.com/service**

Customer Self Service - Manage Your Account 24/7  
Start, stop and move your service

**Meter Information**

Read Dates	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier X	Total Usage
				Previous	Present			
03/23-04/21	122092120	General Service	Tot kWh	82890 Actual	83895 Actual	1,005	1	1,005
03/23-04/21	015669867	General Service	Total Ccf	8022 Actual	8213 Actual	191	1	191

Total kWh Used: 1,005  
Total Ccf Used: 191



**Electric Residential Service**

Service Period 03/23/2020 to 04/21/2020 - 29 days

PECO ELECTRIC DELIVERY		\$75.39
Customer Charge		9.98
Distribution Charges	1,005 kWh X 0.06505	65.38
Distribution System Improvement Charge		0.03
ELECTRIC SUPPLY		\$66.28
Generation Charges	1,005 kWh X 0.05972	60.02
Transmission Charges	1,005 kWh X 0.00623	6.26
TAXES & FEES		\$0.00
<b>Total Current Charges</b>		<b>\$141.67</b>

**Message Center**

From PECO:

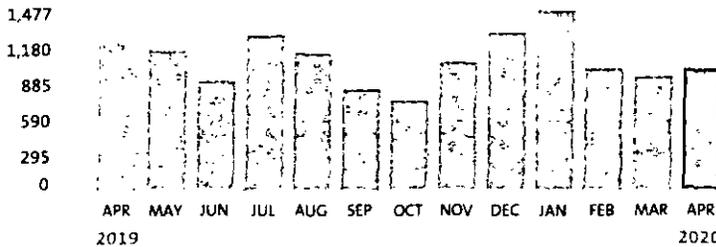
New charges contain estimated total state taxes of \$11.03, including \$8.36 for State Gross Receipts Tax.

Your electric price to compare is \$0.0660 per kWh. This may change in March, June, September and December. For more information and supplier offers visit [PAPowerSwitch.com](http://PAPowerSwitch.com) and [oca.state.pa.us](http://oca.state.pa.us).

Your gas price to compare for your rate class is \$0.4564 per Ccf. This may change in March, June, September and December. For more information on how to shop for natural gas visit [PaGasSwitch.com](http://PaGasSwitch.com) and [oca.state.pa.us](http://oca.state.pa.us).

Your Usage Profile  
ANNUAL ELECTRIC USAGE

[peco.com/smartideas](http://peco.com/smartideas)  
Save energy and money



Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	1,005	34.7	29	51
Last Month	933	30.1	31	46
Last Year	1,210	39.0	31	55
Avg kWh per Month	1,064			
Total Annual kWh Usage	12,769			

**Shopping Information Box**

When shopping for a competitive electric/natural gas supplier, please provide the following:

Account Number: 88702-01103  
Electric Rate: Electric Residential Service  
Gas Rate: Gas Residential Heating Service

If you are purchasing the energy you use from a competitive supplier, it is important to understand the terms of your contract and expiration date.



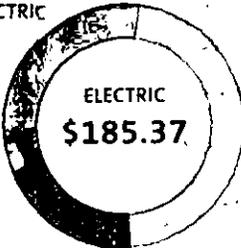
Name: **WANDA WALKER**  
Account Number: **88702-01103**  
Phone Number: **215-317-3785**  
Service Address: **452 Twickenham Rd, Glenside**

**Emergency and Repair**

**800-841-4141**

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

PECO ELECTRIC DELIVERY

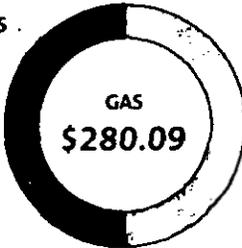


**TAXES & FEES**

ELECTRIC SUPPLY

**PECO**  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

PECO GAS DELIVERY



**TAXES & FEES**

GAS SUPPLY

**PECO**  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

**Billing Summary**

Bill Date **12/19/2019**  
Thank you for your payment of \$250.00 on 12/17/2019  
Thank you for your payment of \$428.05 on 12/17/2019  
Deferred payment agreement **\$271.62**  
Total Other Charges **\$271.62**

**Current Period Charges**

Electric **\$185.37**  
Gas **\$280.09**  
Total New Charges **\$465.46**

**Total Amount Due on 01/10/2020 \$737.08**

**General Information**

Next scheduled meter reading: **01/27/2020**

**1-800-494-4000**

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

**peco.com/service**

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*Handwritten notes:*  
1/8/20  
\$ 500.00  
\$ 501.73  
686530 222

Online: **peco.com**

In Person: **2301 Market St., Philadelphia, PA 19103**

By Phone: **1-800-494-4000**

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WANDA WALKER  
452 TWICKENHAM RD  
GLENSIDE, PA 19038-2821



PECO - Payment Processing  
PO Box 37629  
Philadelphia, PA 19101-0629

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

**Account # 88702-01103**

**877-432-9384**

Pay by phone, a convenience fee will apply.

**Please pay this amount by 01/10/2020**

**\$737.08**

**Payment Amount \$**



887020110301007370800100737088

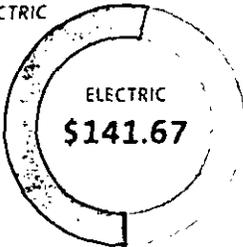
Name: **WANDA WALKER**  
 Account Number: **88702-01103**  
 Phone Number: **215-317-3785**  
 Service Address: **452 Twickenham Rd, Glenside**

**Emergency and Repair**

**800-841-4141**

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

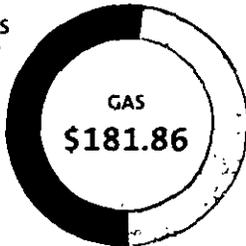
PECO ELECTRIC DELIVERY



TAXES & FEES

PECO  
 2301 Market Street  
 Philadelphia, PA 19103  
 800-494-4000

PECO GAS DELIVERY



TAXES & FEES

GAS SUPPLY  
 PECO  
 2301 Market Street  
 Philadelphia, PA 19103  
 800-494-4000

**Billing Summary**

Bill Date	04/21/2020
Thank you for your payment of \$120.00 on 04/02/2020	
Charges from previous bill	\$2,693.88
Transfer service REAR 3RD, 6 6801 N 17TH ST PHILADELPHIA	\$25.19
Transfer service 6801 N 17TH ST 3 MID #7 PHILADELPHIA	\$6.79
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
Late payment charge	\$451.98
<b>Total Other Charges</b>	<b>\$3,195.84</b>

**Current Period Charges**

Electric	\$141.67
Gas	\$181.86
<b>Total New Charges</b>	<b>\$323.53</b>

**Total Amount Due on 05/13/2020 \$3,519.37**

Online: [peco.com](http://peco.com)

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

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WANDA WALKER  
 452 TWICKENHAM RD  
 GLENSIDE, PA 19038-2821



PECO - Payment Processing  
 PO Box 37629  
 Philadelphia, PA 19101-0629

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

**Account # 88702-01103** **877-432-9384**

Pay by phone, a convenience fee will apply.

**Please pay this amount by 05/13/2020 \$3,519.37**

Payment Amount \$

887020110301035193701343519372

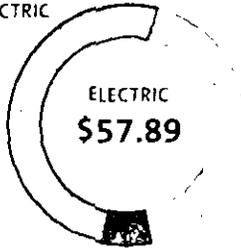
Name: WANDA WALKER  
 Account Number: 38039-92111  
 Phone Number: 215-317-3785  
 Service Address: Frnt 1st, 9, 6801 N 17th St, Philadelphia

**Emergency and Repair**

800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

PECO ELECTRIC DELIVERY



TAXES & FEES

PECO  
 2301 Market Street  
 Philadelphia, PA 19103  
 800-494-4000

**Billing Summary**

Bill Date	05/12/2020
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$19.51
Reinstate bad debt - Service	\$47.59
Reinstate bad debt - Service	\$654.04
Reinstate bad debt - Service	\$166.37
Reinstate bad debt - Service	\$545.65
Reinstate bad debt - Service	\$0.58
Reinstate bad debt - Service	\$372.51
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$223.04
Connection charge - standard	\$6.00
<b>Total Other Charges</b>	<b>\$2,047.29</b>

**Current Period Charges**

Electric	\$57.89
<b>Total New Charges</b>	<b>\$57.89</b>

**Total Amount Due on 06/03/2020 \$2,105.18**

Online: [peco.com](http://peco.com)

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

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- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

Account # 38039-92111 877-432-9384

Pay by phone, a convenience fee will apply.

**Please pay this amount by 06/03/2020 \$2,105.18**

Payment Amount \$

0021367 01 AB 0.416 \*\*AUTO T9 0 8794 19038-050202 -C01-B1-P21388-11



WANDA WALKER  
 PO BOX 502  
 GLENSIDE, PA 19038-0502



PECO - Payment Processing  
 PO Box 37629  
 Philadelphia, PA 19101-0629

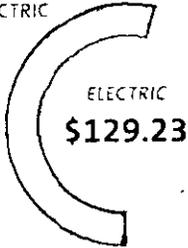
380399211101021051801552105182

Name: WANDA WALKER  
Account Number: 88702-01103  
Phone Number: 215-317-3785  
Service Address: 452 Twickenham Rd, Glenside

Emergency and Repair  
 800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

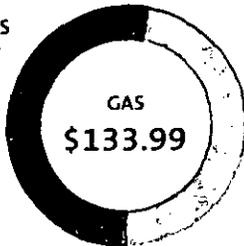
PECO ELECTRIC DELIVERY



TAXES & FEES

PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

PECO GAS DELIVERY



TAXES & FEES

GAS SUPPLY  
PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

Billing Summary

Bill Date	05/20/2020
Thank you for your payment of \$400.00 on 05/01/2020	
Charges from previous bill	\$3,017.41
Late payment charge	\$101.96
<b>Total Other Charges</b>	<b>\$3,119.37</b>

Current Period Charges

Electric	\$129.23
Gas	\$133.99
<b>Total New Charges</b>	<b>\$263.22</b>

**Total Amount Due on 06/11/2020 \$3,382.59**

General Information

Next scheduled meter reading: 06/23/2020

1-800-494-4000

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

[peco.com/service](http://peco.com/service)

Customer Self Service - Manage Your Account 24/7

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Online: [peco.com](http://peco.com)

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

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WANDA WALKER  
452 TWICKENHAM RD  
GLENSIDE, PA 19038-2821



PECO - Payment Processing  
PO Box 37629  
Philadelphia, PA 19101-0629

Enroll in Automatic Payment. Complete form on reverse side.

Pledge a donation to MEAF. Complete form on reverse side.

Account # 88702-01103 877-432-9384

Pay by phone, a convenience fee will apply.

Please pay this amount by 06/11/2020 \$3,382.59

Payment Amount \$

887020110301033825901633382595

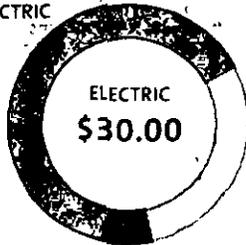
Name: **WANDA WALKER**  
 Account Number: **38039-92111**  
 Phone Number: **215-317-3785**  
 Service Address: **Frnt 1st, 9, 6801 N 17th St, Philadelphia**

**Emergency and Repair**

**800-841-4141**

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

PECO ELECTRIC DELIVERY



TAXES & FEES

ELECTRIC SUPPLY

**PECO**  
 2301 Market Street  
 Philadelphia, PA 19103  
 800-494-4000

**Billing Summary**

Bill Date	07/13/2020
Charges from previous bill	\$183.57
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$19.51
Reinstate bad debt - Service	\$47.59
Reinstate bad debt - Service	\$654.04
Reinstate bad debt - Service	\$166.37
Reinstate bad debt - Service	\$545.65
Reinstate bad debt - Service	\$0.58
Reinstate bad debt - Service	\$372.51
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$223.04
Connection charge - standard	\$6.00
<b>Total Other Charges</b>	<b>\$2,230.86</b>

**Current Period Charges**

Electric	\$30.00
<b>Total New Charges</b>	<b>\$30.00</b>

**Total Amount Due on 08/04/2020 \$2,260.86**

Online: [peco.com](http://peco.com)

In Person: **2301 Market St., Philadelphia, PA 19103**

By Phone: **1-800-494-4000**

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
 2301 Market Street  
 Philadelphia, PA 19103-1380

**Pay Today!**

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Go paperless: receive and pay your bill online.

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

**Account # 38039-92111**

**877-432-9384**

Pay by phone, a convenience fee will apply.

**Please pay this amount by 08/04/2020 \$2,260.86**

Payment Amount \$

0022561 01 AB 0.418 \*\*AUTO T7 0 8836 19038-050202 -C01-B1-P22583-112 45



WANDA WALKER  
 PO BOX 502  
 GLENSIDE, PA 19038-0502



PECO - Payment Processing  
 PO Box 37629  
 Philadelphia, PA 19101-0629

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An Exelon Company  
Page 1 of 2

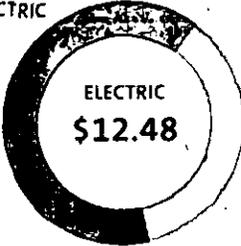
Name: WANDA WALKER  
Account Number: 38039-92111  
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Service Address: Frmt 1st, 9, 6801 N 17th St, Philadelphia

Emergency and Repair

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PECO ELECTRIC DELIVERY



TAXES & FEES

ELECTRIC SUPPLY  
PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

Billing Summary

Bill Date	07/20/2020
Charges from previous bill	\$213.57
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$19.51
Reinstate bad debt - Service	\$47.59
Reinstate bad debt - Service	\$654.04
Reinstate bad debt - Service	\$166.37
Reinstate bad debt - Service	\$545.65
Reinstate bad debt - Service	\$0.58
Reinstate bad debt - Service	\$372.51
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$223.04
Connection charge - standard	\$6.00
<b>Total Other Charges</b>	<b>\$2,260.86</b>

Current Period Charges

Electric	\$ 18
<b>Total New Charges</b>	<b>\$12.48</b>

**Total Amount Due on 08/11/2020 \$2,273.34**

Online: peco.com

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
2301 Market Street  
Philadelphia, PA 19103-1380

Pay Today!

peco.com/ebill

Go paperless: receive and pay your bill online.

Enroll in Automatic Payment. Complete form on reverse side.

Pledge a donation to MEAF. Complete form on reverse side.

Account # 38039-92111

877-432-9384

Pay by phone, a convenience fee will apply.

Please pay this amount by  
08/11/2020

\$2,273.34

Payment Amount \$

0018470 01 AV 0.386 \*\*AUTO T8 0 8841 19038-050202 -C01-B1-P18488-11



WANDA WALKER  
PO BOX 502  
GLENSIDE, PA 19038-0502



PECO - Payment Processing  
PO Box 37629  
Philadelphia, PA 19101-0629

380399211101022733402242273342

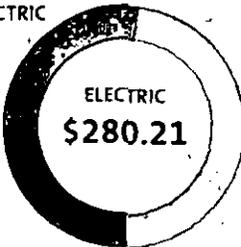
Name: WANDA WALKER  
Account Number: 88702-01103  
Phone Number: 215-317-3785  
Service Address: 452 Twickenham Rd, Glenside

Emergency and Repair

800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

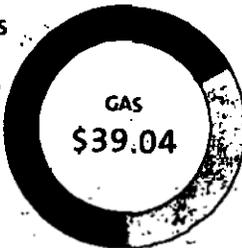
PECO ELECTRIC DELIVERY



TAXES & FEES

ELECTRIC SUPPLY PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

PECO GAS DELIVERY



TAXES & FEES

GAS SUPPLY PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

Billing Summary

Bill Date	07/21/2020
Thank you for your payment of \$300.00 on 07/15/2020	
Charges from previous bill	\$3,269.69
Late payment charge	\$44.42
<b>Total Other Charges</b>	<b>\$3,314.11</b>

Current Period Charges

Electric	\$280.21
Gas	\$39.04
<b>Total New Charges</b>	<b>\$319.25</b>

**Total Amount Due on 08/12/2020 \$3,633.36**

General Information

Next scheduled meter reading: 08/21/2020

1-800-494-4000

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

peco.com/service

Customer Self Service - Manage Your Account 24/7  
Start, stop and move your service

Handwritten notes: Account 2923, 930368024#, 7/21/20, \$1000.00, \$1001.75

Online: peco.com

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
2301 Market Street  
Philadelphia, PA 19103-1380

Pay Today!

peco.com/ebill

Go paperless: receive and pay your bill online.

0020188 01 AV 0.396 \*\*AUTO T3 D 8842 19038-282152 -C01-81-P20208-11234 6



WANDA WALKER  
452 TWICKENHAM RD  
GLENSIDE, PA 19038-2821



- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

Account # 88702-01103

877-432-9384

Pay by phone, a convenience fee will apply.

Please pay this amount by 08/12/2020

\$3,633.36

Payment Amount



PECO - Payment Processing  
PO Box 37629  
Philadelphia, PA 19101-0629

887020110301036333602253633360

BCS 3767037 ALL Phone payments  
for DECO

Dates	confirmation code	Dollar amount
7/27/20	950568024	\$1000
2/6/20	740868394	\$650
1/8/20	685981632	\$400
1/8/20	685978498	\$250
1/8/20	658975750	\$325
1/8/20	658977222	\$123 <sup>00</sup>
11/8/19	623468368	\$277.05
11/5/19	619803456	\$300
10/4/19	594594776	\$158 <sup>74</sup>
10/4/19	594950150	\$200
10/4/19	594951498	\$139.28
10/4/19	594606926	\$337.31
10/4/19	594946414	\$100 <sup>00</sup>
10/4/19	59494438	\$160 <sup>00</sup>
9/19/19	582396520	\$300 <sup>00</sup>
9/4/19	571063628	\$100 <sup>00</sup>

These were  
emailed  
10/4/19  
to  
JVigilante@PA  
gov

## Phone payments

BCS 3767037

9/4/19	570986600	\$ 90	
9/4/19	571058414	\$ 115	
9/4/19	571058964	\$ 75	
9/4/19	570982956	\$ 100	
8/17/19	555749450	\$ 300	
July 11/19	524572164	\$ 400	
7/29/19	515776578	\$ 280	
6/29/19	515851090	\$ 200	
6/29/19	515838414	\$ 200	
6/29/19	515889942	\$ 300	
6/03/19	49842006	\$ 845.43	2000
5/15/19	485643144	\$ 330 <sup>00</sup>	
4/30/19	477823340	\$ 705.95	
4/2/19	460403784	\$ 735.13	
3/30/19	458544734	\$ 300	2700
3/30/19	458572180	\$ 150	
2/20/19	830163	\$ 500 <sup>00</sup>	

# BCS 3767037

2/20/19	829153	\$250 <sup>00</sup>
2/20/19	824158	\$250 <sup>00</sup>
2/15/19	915073	\$100 <sup>50</sup>
2/9/19	21502567	\$540 <sup>00</sup>
1/3/19	024401	\$86 <sup>00</sup>
1/3/19	007422	\$60 <sup>00</sup>
1/3/19	996176	\$200
1/3/19	994917	\$40
1/3/19	993223	\$25 <sup>00</sup>
1/3/19	991053	65 <sup>00</sup>
1/3/19	988358	\$170 <sup>00</sup>
11/25/18	217355	\$100 <sup>00</sup>
11/25/18	216094	\$150 <sup>00</sup>
11/25/18	215621	\$200 <sup>00</sup>
11/25/18	21456	\$300 <sup>00</sup>

BCS 3767037

11/1/18 844626 \$667.59

Oct 22/18 330511 \$30.96

Oct 22/18 328329 \$42.95

Oct 22/18 325603 \$70.00

10/22/18 320055 \$392.21

10/22/18 310215 \$183.02

8/24/18 573401 \$345.98

7/1/18 731954 \$600.00

4/27/18 422393 \$300

3/18/18 671621 \$525.00

3/18/18 671106 \$515.00

3/18/18 670340 \$175.00

3/18/18 669276 \$140.00

3/18/18 668508 \$450.00



An Exelon Company  
Page 1 of 3

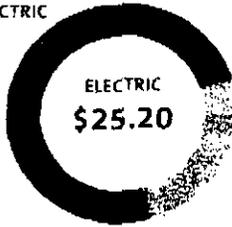
Name: **WANDA WALKER**  
Account Number: **39039-92129**  
Phone Number: **215-317-3785**  
Service Address: **Frnt 1st, 9, 6801 N 17th St, Philadelphia**

**Emergency and Repair**

**800-841-4141**

This is the number to call to report power outages, gas leaks of odors, and safety hazards related to PECO Equipment.

PECO ELECTRIC DELIVERY



TAXES & FEES

PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

**Billing Summary**

Bill Date	11/10/2020
Charges from previous bill	\$46.22
Transfer service FRNT 1ST 9 6801 N 17TH ST PHILADELPHIA	\$226.05
Transfer service REAR 1ST 1 6801 N 17TH ST PHILADELPHIA	\$183.34
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$19.51
Reinstate bad debt - Service	\$47.59
Reinstate bad debt - Service	\$654.04
Reinstate bad debt - Service	\$166.37
Reinstate bad debt - Service	\$545.65
Reinstate bad debt - Service	\$0.58
Reinstate bad debt - Service	\$372.51
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$223.04
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
<b>Total Other Charges</b>	<b>\$2,514.90</b>

Online: [peco.com](http://peco.com)

In Person: **2301 Market St., Philadelphia, PA 19103**

By Phone: **1-800-494-4000**

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
2301 Market Street  
Philadelphia, PA 19103-1380

**Pay Today!**

[peco.com/ebill](http://peco.com/ebill)

Go paperless: receive and pay your bill online.

0021338 01 AB 0 416 \*\*AUTO T2 0 8621 19038-050202 -C01-B1-P21358-123 7



WANDA WALKER  
PO BOX 502  
GLENSIDE, PA 19038-0502



- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

**877-432-9384**  
Pay by phone, a convenience fee will apply.

Please pay this amount by  
**12/03/2020**

**\$2,540.10**



PECO - Payment Processing  
PO Box 37629  
Philadelphia, PA 19101-0629

38039921200102 401003382540103



An Exelon Company  
Page 1 of 3

Name: **WANDA WALKER**  
Account Number: **88702-03183**  
Phone Number: **215-317-3785**  
Service Address: **452 Twickenham Rd, Glenside**

**Emergency and Repair**

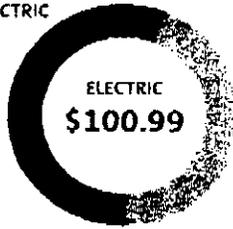
**1-800-841-4141**

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO equipment.

**Billing Summary**

Bill Date	11/18/2020
Thank you for your payment of \$300.00 on 11/03/2020	
Charges from previous bill	\$2,870.84
Late payment charge	\$1.62
Total Other Charges	\$2,872.46
<b>Current Period Charges</b>	
Electric	\$100.99
Gas	\$97.08
Total New Charges	\$198.07
<b>Total Amount Due on 12/10/2020</b>	<b>\$3,070.53</b>

PECO ELECTRIC DELIVERY



TAXES & FEES

PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

PECO GAS DELIVERY



TAXES & FEES

GAS SUPPLY  
PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

**General Information**

Next scheduled meter reading: 12/23/2020

**1-800-494-4000**

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

[peco.com/service](http://peco.com/service)

Customer Self Service - Manage Your Account 24/7  
Start, stop and move your service

Online: [peco.com](http://peco.com)

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
2301 Market Street  
Philadelphia, PA 19103-1380

**Pay Today!**

[peco.com/ebill](http://peco.com/ebill)

Go paperless: receive and pay your bill online.

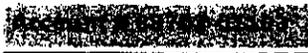
0010092 01 AV 0 306 AUTO T1 0 8927 18038-282152 -C01-B1-P18711-112 4 7



WANDA WALKER  
452 TWICKENHAM RD  
GLENSIDE, PA 19038-2821



- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.



1-800-77-432-9384  
By phone, a convenience fee will apply.

Please pay this amount by  
12/10/2020 **\$3,070.53**



PECO - Payment Processing  
PO Box 37629  
Philadelphia, PA 19101-0629

887020110301030705303453070536

**WANPA WALKER**

Account # **38039-92120**

Phone: **215-317-3785**

Address: **Frnt 1st, 9, 6802 N 17th St, Philadelphia**

**Emergency and Repair**

**800-841-4141**

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

**PECO**  
 2301 Market Street  
 Philadelphia, PA 19103  
 800-494-4000

**Billing Summary**

Bill Date	11/10/2020
Charges from previous bill	\$46.22
Transfer service FRNT 1ST, 9 6801 N 17TH ST PHILADELPHIA	\$226.05
Transfer service REAR 1ST, 1 6801 N 17TH ST PHILADELPHIA	\$183.34
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$19.51
Reinstate bad debt - Service	\$47.59
Reinstate bad debt - Service	\$654.04
Reinstate bad debt - Service	\$166.37
Reinstate bad debt - Service	\$545.65
Reinstate bad debt - Service	\$0.58
Reinstate bad debt - Service	\$372.51
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$223.04
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
<b>Total Other Charges</b>	<b>\$2,514.90</b>

peco.com

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

Return only this portion with your check made payable to PECO. Please write your account number on your check.

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

Account # **38039-92120**

**877-432-9384**

Pay by phone, a convenience fee will apply.

Please pay this amount by  
**12/03/2020**

**\$2,540.10**

Payment Amount \$

--	--	--

Pay your bill online.

19038-050202 -C01-B1-P21359-1123 7



PECO - Payment Processing

## Vigilante, Joyce

---

**From:** Wanda Walker <wandaleolady@aol.com>  
**Sent:** Thursday, December 03, 2020 12:23 AM  
**To:** Vigilante, Joyce  
**Subject:** [External] Peco bills sentvthis month  
**Attachments:** 20201203\_001952.jpg; 20201203\_002047.jpg

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

**ATTENTION:** *This email message is from an external sender. Do not open links or attachments from unknown sources. To report suspicious email, forward the message as an attachment to [CWOPA\\_SPAM@pa.gov](mailto:CWOPA_SPAM@pa.gov).*

These are the two addresses being charged for the same outstanding tenant bills who have moved.

Shared via the [AOL App](#)

To Mrs Joyce Vigilante



An Exelon Company  
Page 1 of 3

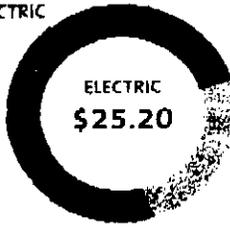
Name: WANDA WALKER  
Account Number: 38039-92120  
Phone Number: 215-317-3785  
Service Address: Frnt 1st, 9, 6801 N 17th St, Philadelphia

Emergency and Repair

800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

PECO ELECTRIC DELIVERY



TAXES & FEES

PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

Billing Summary

Bill Date	11/10/2020
Charges from previous bill	\$46.22
Transfer service FRNT 1ST, 9 6801 N 17TH ST PHILADELPHIA	\$226.05
Transfer service REAR 1ST, 6801 N 17TH ST PHILADELPHIA	\$183.34
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Reinstate bad debt - Service	\$654.04
Reinstate bad debt - Service	\$166.37
Reinstate bad debt - Service	\$545.65
Reinstate bad debt - Service	\$0.58
Reinstate bad debt - Service	\$372.51
Reinstate bad debt - Service	\$6.00
Reinstate bad debt - Service	\$223.04
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
Connection charge - standard	\$6.00
<b>Total Other Charges</b>	<b>\$2,514.90</b>

Thank you very much!

717 787-6641

Online: peco.com

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
2301 Market Street  
Philadelphia, PA 19103-1380

Pay Today!

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Go paperless: receive and pay your bill online.

0021338 01 AB 0.416 \*\*AUTO T2 0 8921 19038-050202 -C01-81-P21369-1123 7



WANDA WALKER  
PO BOX 502  
GLENSIDE, PA 19038-0502

- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

877-432-9384  
Pay by phone, a convenience fee will apply.

Please pay this amount by 12/03/2020 \$2,540.10



PECO - Payment Processing  
PO Box 37629  
Philadelphia, PA 19101-0629

3803992120010 5401003382540103



An Exelon Company  
Page 1 of 3

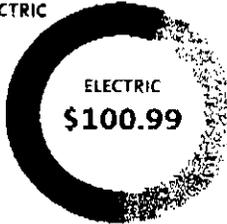
Name: WANDA WALKER  
Account Number: 88702-01109  
Phone Number: 215-317-3785  
Service Address: 452 Twickenham Rd, Glenside

Emergency and Repair

1-800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

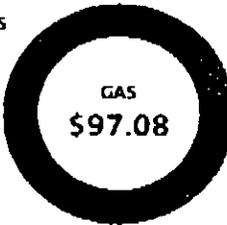
PECO ELECTRIC DELIVERY



TAXES & FEES

PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

PECO GAS DELIVERY



TAXES & FEES

GAS SUPPLY  
PECO  
2301 Market Street  
Philadelphia, PA 19103  
800-494-4000

Billing Summary

Bill Date	11/18/2020
Thank you for your payment of \$300.00 on 11/03/2020	
Charges from previous bill	\$2,870.84
Late payment charge	\$1.62
Total Other Charges	\$2,872.46

Current Period Charges

Electric	\$100.99
Gas	\$97.08
Total New Charges	\$198.07

Total Amount Due on 12/10/2020 \$3,070.53

General Information

Next scheduled meter reading 12/03/2020

1-800-494-4000

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

peco.com/service

Customer Self Service - Manage Your Account 24/7

Start, stop and move your service

Online: peco.com

In Person: 2301 Market St., Philadelphia, PA 19103

By Phone: 1-800-494-4000

Return only this portion with your check made payable to PECO. Please write your account number on your check.



An Exelon Company  
2301 Market Street  
Philadelphia, PA 19103-1380

Pay Today!

peco.com/ebill

Go paperless: receive and pay your bill online.

0019862 01 AV 0 386 \*\*AUTO T1 0 8927 19038-282152 -001-B1-P19711-112 4 7



WANDA WALKER  
452 TWICKENHAM RD  
GLENSIDE, PA 19038-2821



- Enroll in Automatic Payment. Complete form on reverse side.
- Pledge a donation to MEAF. Complete form on reverse side.

1-877-432-9384

By phone, a convenience fee will apply.

Please pay this amount by  
12/10/2020

\$3,070.53

PECO - Payment Processing  
PO Box 37629  
Philadelphia, PA 19101-0629

887020110301030705303453070536

**FORMS CAN BE RETURNED BY ONE OF THE METHODS BELOW:**

**FAX** 717-787-6641

**EMAIL:** JVGILANTE@PA.GOV

**MAIL:** PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU  
KEYSTONE BUILDING, 400 NORTH STREET  
HARRISBURG PA 17120



**Retail**

**P**

**US POSTAGE PAID**

**\$8.70**

Origin: 19038  
10/06/20  
4131960038-12

**PRIORITY MAIL 2-DAY®**

2 Lb 0.80 Oz  
**1004**

**EXPECTED DELIVERY DAY: 10/08/20**

**SHIP TO:** Harrisburg PA 17120

**USPS TRACKING® NUMBER**



**9505 5141 5196 0280 3855 40**

# **EXHIBIT 5**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Wanda Walker

v.

PECO Energy Company

:  
:  
:  
:  
:

C-2021-3023220

**INITIAL DECISION**

Before  
Darlene Heep  
Administrative Law Judge

**INTRODUCTION**

The Complainant, an electric and gas utility service customer, contends that there are incorrect charges on her PECO bill that were transferred to her from balances owed by her tenants. The Complainant further alleges that PECO did not credit her account with all payments that she made to PECO. As relief, the Complainant seeks return of money paid plus damages, interest and penalties.

This decision grants the Complaint, in part, and denies the Complaint, in part. The record supports a finding that PECO incorrectly transferred some of the disputed balances/charges from a tenant to the Complainant. The Complainant did not establish that the other remaining charges in question were incorrectly transferred to her or that payments made by the Complainant to PECO were not credited to the Complainant's accounts. In addition, the Complainant's request for penalties, damages and interest are denied.

## HISTORY OF THE PROCEEDING

On October 6, 2020, Wanda Walker (“Complainant”) filed a formal complaint with the Pennsylvania Public Utility Commission (“Commission” or “PUC”) against PECO Energy Company (“PECO” or the Company). In the Complaint, Ms. Walker contends that there are incorrect charges on her PECO bill that are related to charges owed by her tenants. The Complainant further alleges that PECO did not credit her account with all payments that she made to PECO. As relief, the Complainant seeks return of money paid plus damages, interest, and penalties.

On December 9, 2020, the Commission’s Secretary served the Complaint on PECO.

On December 23, 2020, PECO filed an Answer to the Complaint. PECO denied all material allegations of fact and conclusions of law in the Complaint. PECO averred in the Answer that the Complainant is a PECO customer and a landlord property owner who has had rental property PECO accounts in her name at various times. PECO asserted that the Complainant requested that service be placed in her name at multiple properties and the bills and balances at issue accumulated while the accounts were in the Complainant’s name. PECO maintained that pursuant to 52 Pa. Code. § 56.16(a), the Complainant had an obligation to contact the Company to request discontinuance of service and, therefore, is responsible for the charges incurred until the service was discontinued. PECO further asserted that pursuant to 52 Pa. Code. § 56.16(b), the accounts were in the name of the Complainant and therefore the balances were properly transferred to an active account of the Complainant. PECO also asserted in the Answer that the Complainant’s residential account had a balance of \$3,070.53.

On December 28, 2020, an Initial Telephonic Hearing Notice was emailed to all parties, setting a hearing for February 17, 2021, beginning at 10:00 a.m.

A Prehearing Order was also emailed to all parties on December 28, 2020.

The hearing convened as scheduled on February 17, 2021. The Complainant did not appear. PECO moved that the case be dismissed for failure to prosecute. The motion was taken under advisement. *See* February 17, 2021 Transcript at 5.

On February 19, 2021, counsel for PECO advised me that the Complainant contacted PECO through email and stated that she did not receive the Initial Telephonic Hearing Notice or the Prehearing Order and that she had talked to someone over the phone and was told she would receive a call for the hearing. The Complainant also called and left a message containing the same information with the Commission's Harrisburg and Philadelphia offices. The Complainant also stated that she does not open email from unknown addresses. Due to the above, I decided to schedule another hearing in this matter.

On February 19, 2021, a Cancelled/Rescheduled Hearing Notice was issued, setting a hearing for March 9, 2021, at 10:00 a.m.

On February 19, 2021, a second Prehearing Order was issued. This Prehearing Order again advised the Complainant that she must call into the hearing, that any documents that she would like to present as evidence must be emailed to the Legal Assistant and that if she was unable to scan or email her documents, that she must email the Legal Assistant for alternative arrangements.

The hearing began as scheduled at 10:00 a.m. on March 9, 2021. As the hearing began, the Complainant stated that she had sent approximately 300 pages of documents to Harrisburg. Copies of the documents were not received by PECO or my office. The Complainant was advised of several methods for sending the documents and the hearing was adjourned with a Further Hearing to be scheduled.

On March 10, 2021, Further Telephonic Hearing was scheduled for April 14, 2021, with notice sent to all parties. Also on March 10, 2021, A Prehearing Order was issued to all parties. These documents were emailed to the Complainant, and none were returned as undeliverable.

The hearing convened on April 14, 2021, at 10:00 a.m. as scheduled. The Complainant did not appear. PECO moved to dismiss for failure to prosecute. The motion was taken under advisement.

On April 23, 2021, the Complainant sent an email to my scheduling office asking the date of her next hearing. The Complainant emailed a similar inquiry to the Secretary's Bureau on April 27, 2021. Given that the Complainant was acting *pro se*, the hearing was again rescheduled.

On April 28, 2021, a Further Telephonic Hearing Notice was mailed to all parties, setting a hearing for May 26, 2021. A Prehearing Order was also issued on April 28, 2021.

On May 24, 2021, by email, George Gossett, Jr., Esquire advised that he had been engaged by the Complainant to represent her in this matter. He requested a continuance of the July 14, 2021 hearing to allow him time to properly prepare for a hearing.

On May 25, 2021, A Cancelled/Rescheduled Hearing Notice was issued to all parties, rescheduling the hearing for July 14, 2021.

On July 12, 2021, Attorney Gossett filed an Entry of Appearance on behalf of the Complainant.

The hearing convened as scheduled on July 14, 2021. PECO was represented by Khadijah Scott, Esquire, and Attorney Gossett represented the Complainant. During the hearing, the parties requested a ten-minute break and upon returning advised that they believed that they could exchange information and resolve several of the issues and asked that a Further Hearing be scheduled.

On July 15, 2021, a Further Call-In Telephonic Hearing Notice was issued to all parties setting the hearing for September 29, 2021. A Prehearing Order was issued on July 21, 2021.

The rescheduled hearing convened as scheduled on September 29, 2021. Attorney Gossett appeared on behalf of the Complainant and Attorney Scott appeared on behalf of PECO. The Complainant testified on her own behalf. PECO presented Deba Ather, Regulatory Assessor, as a witness. At the end of the hearing, the parties were given until November 12, 2021 to provide late-filed exhibits. Both parties provided late-filed exhibits. The electronic transcript of the hearing was filed on November 18, 2021

Upon further review of the record, an Order was issued on January 5, 2022 directing PECO to provide additional information by January 19, 2022. PECO filed a response on January 19, 2022.

The record is closed as of January 19, 2022, the date PECO filings were due. The record includes a 248-page transcript and the following exhibits:

Complainant A - Copies of Complainant records

1. PECO Bills
2. Pre-hearing Order
3. Copies of Checks, Phone Payments

Complainant B<sup>1</sup> - Handwritten phone payment list and copy of 5/20/20 PECO bill

Complainant Exhibit C - Copies of Bills, Receipts and Lease for 6801 17th Street

Complainant Exhibit C - 1 8/12/18 Check # 1123 for \$3,044.36

Complainant Exhibit C - 2 Checks to PECO 8/12/18 to Present<sup>2</sup>

Complainant Exhibit C - 3 Confirmation Text Messages

PECO Exhibit - 1 BCS Decision Report

PECO Exhibit - 2 Case Details Report from BCS

PECO Exhibit - 3 Utility Company Report

PECO Exhibit - 4 Utility Company Report

PECO Exhibit - 5 Account Activity Statements

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<sup>1</sup> Exhibits Complainant A and B were filed by the Complainant acting *pro se*. The parties were also directed to submit documents following the hearing. Complainant Exhibit A, Complainant Exhibit B, Complainant Exhibit C, Exhibits C-1, C-2, and C-3 and PECO Exhibits 8-15 will be admitted in the Order.

<sup>2</sup> PECO Objected to admission of a check written by the Complainant to Philadelphia Gas Works that was included in Complainant Exhibit C-2. That objection will be sustained.

PECO Exhibit - 6 Balance Transfer History  
PECO Exhibit - 7 Balance Transfer History  
PECO Cross - 8/12/18 Check # 5 Examination 1 # 1123 for \$3,044.36  
PECO Exhibit 8 - Itemized payment information related to each text message confirmation number submitted by Complainant  
PECO Exhibit 9 - Copy of check #1123 – Complainant’s Exhibit  
PECO Exhibit 10 - Itemized account payments associated with check #1123 totaling \$3044.36  
PECO Exhibit 11 - Copy of all July 2018 and August 2018 bills  
PECO Exhibit 12 - (Confidential Management Document)  
PECO Exhibit 13 - Itemized transfer balances placed on each account  
PECO Exhibit 14 - PECO’S RESPONSE TO COMPLAINANT’S LATE FILED EXHIBIT C2  
PECO Exhibit 15 - List of Units with Bills Transferred to the Complainant

This matter is ready for a decision.

#### FINDINGS OF FACT

1. The Complainant is Wanda Walker.
2. The Respondent is PECO Energy Company.
3. The Complainant is the landlord and owner of the following PECO service addresses in Philadelphia, Pennsylvania:
  - a. 6801 North 17th Street, 9-unit residential property with a separate PECO electric meter for each unit.
  - b. 147 Manheim, 4-unit residential property with a separate PECO electric meter for each unit.
  - c. 5023 Wayne Avenue, 3-unit residential property with a separate PECO electric meter for each unit.

(Tr. 31-34).

4. The Complainant is a PECO gas and electric customer where she resides in Glenside, Pennsylvania. (“Glenside Account”). (Tr. at 33).

5. An account with a service address of 6801 North 17<sup>th</sup> Street, public lighting, Account Number 44226-XXXX, is in the Complainant’s name and had a balance of \$107 at the time of the hearing. (PECO Exhibit 5).

6. When a tenant vacates an apartment, the Complainant contacts PECO and asks PECO to put service in her name so that she can work on the apartment to prepare it for the next tenant. (Tr. 37).

7. PECO transferred \$1,777.34 in charges from 6801 North 17<sup>th</sup> Street, 2 MID 4 to the Complainant’s Glenside Account, Account Number 41133-XXXX. (PECO Exhibit 4, Tr. 173-176)

8. PECO transferred \$2,391.03 in charges from 6801 North 17<sup>th</sup> Street, 3 MID 7 to the Complainant's Glenside Account (Tr. 240-241; PECO Exhibits 5 and 6 – Account Number 47456-XXXXX).

9. A Utility Company Report letter dated November 14, 2019 sent by PECO to the Complainant states that after an investigation, PECO found that the Complainant was responsible for the account balances transferred to her account, with an overall account balance of \$3,267.87. (Tr. 174; PECO Exhibit 3).

10. The November 14, 2019 Utility Company Report letter does not specify the accounts from which the amounts were transferred, or on which dates the charges transferred to the Complainant were incurred. (PECO Exhibit 3).

11. A Utility Company Report dated January 21, 2020, sent by PECO to the Complainant, states that “Under the Pennsylvania law (66 Pa. C.S.A. § 1407 (D), you are responsible for all charges incurred at the property [6801 North 17<sup>th</sup> Street, 2 MID 4] through

April 12, 2019. As a result of this the balance of \$1,777.34 is your responsibility.” (PECO Exhibit 4).

12. At the time of the hearing, the Complainant had eleven active PECO accounts in her name. (Tr. 180; PECO Exhibit 5).

13. Complainant’s active accounts with balances at the time of the hearing were:

Address	Account Number	Amount
5015 Wayne Avenue, 2 <sup>nd</sup> Floor	28897XXXX	\$1,250.62
5023 Wayne Avenue, Public Lighting	35713-XXXX	\$97.63
5023 Wayne Avenue, First RR	38206-XXXX	(\$432.97)
6801 North 17th Street, Public Lighting	44226-XXXX	\$107.10
Front, 18 5023 Wayne Avenue	47456-XXXX	\$2,940
5023 Wayne Avenue, Second 5 Floor	50549-XXXX	\$426.62
Floor First, 8034 20 Pickering Street	72052-XXXX	\$21.49
Glenside Account	88702-XXXX	\$3,875.77

14. PECO credited the Complainant’s accounts with payments that she made to PECO. (Tr. 187, 211; PECO Exhibits 5, 8).

### DISCUSSION

The Complainant here contends that 1) PECO incorrectly billed her, 2) her payments were not properly credited, and 3) she should receive a refund, interest and penalties. As the proponent of a rule or order, the Complainant bears the burden of proof pursuant to Section 332(a) of the Code. 66 Pa.C.S. § 332(a). To satisfy this burden, the Complainant must demonstrate that the Respondent was responsible for the problems alleged in the Complaint through a violation of the Public Utility Code or a regulation or Order of the Commission.

The Pennsylvania Public Utility Code requires each public utility to provide reasonable service as follows:

[e]very public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities . . . Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

The statutory definition of “service” is to be broadly construed. *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlth. 1995). The Code defines “service” as:

[s]ervice, used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them.

66 Pa.C.S. § 102.

To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the respondent public utility violated either its duty under the Public Utility Code or the orders or regulations of the Commission, 66 Pa.C.S. § 701, or that the utility is responsible or accountable for the problem described in the Complaint. *Griggs v Phila. Gas Works*, Docket Number F-2020-3021754 (Opinion and Order entered July 15, 2021) (citing *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990)); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992).

Additionally, any finding of fact necessary to support the Commission’s adjudication must be based upon substantial evidence. *Edan Transp. Corp. v. Pa. Pub. Util.*

*Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Regarding the responsibility of landlords to pay for utility service at rental property, the code provides:

**§ 1529.1. Duty of owners of rental property.**

**(a) Notice to public utility.**--It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes.

**(b) History of account.**--Upon receipt of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services

rendered thereunto. In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.

**(c) Failure to give notice.**-- Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

66 Pa.C.S. § 1529.1.

#### Billing and Transfer of Charges

The Complainant is questioning \$6,000 in charges and payments to PECO which she contends includes balances transferred from the accounts of tenants. (Tr. 38, 50). She testified that her Glenside Account services were shut off for nonpayment of these charges. (Tr. 53). Ms. Walker also stated during the hearing that she received bills for PECO services that were not her own but were for the accounts of tenants at 6801 North 17<sup>th</sup> Street. (Tr. 35-36). It is the Complainant's position that the balances on the PECO accounts of tenants should not have been transferred to her personal account.

Ms. Walker testified that on the day of the shut-off in October of 2019 (Tr. 119), she visited the PECO offices with copies of tenant leases, and she was told that she owed approximately \$3,000. (Tr. 49-50) According to the Complainant, PECO turned the services on at the Complainant's residence after she agreed to pay \$500 each month toward the outstanding bills. (Tr. 55). PECO acknowledged that on November 6, 2019, the Complainant and PECO entered into a payment agreement for a balance of over \$3,000. (Tr. 230). The Complainant also testified that in July of 2020, a PECO representative told her that she owed another \$3,000. (Tr. 60-61).

The Complainant testified that when a tenant moves in, the tenant puts service in his or her name. (Tr. 38-39). The Complainant credibly testified that the tenants whose bills she

received had service in their own names as part of a requirement of the Philadelphia Rapid Housing Program, a program for homeless women and families and people needing shelter. (Tr. 39-42). She also testified that she did not receive bills for these tenants while they resided in her properties and that she was not sent bills for a tenant's PECO services until the tenant no longer lived in her rentals. (Tr. 42-43). She also testified that after tenants moved out, PECO sent tenant PECO bills to her post office box. (Tr. 35-36)

The Complainant also testified that when a tenant moved out, she and PECO had an understanding that the service from that point would be placed in her name and the service not shut off so that she could do the work necessary to prepare the unit for the next tenant. (Tr. 36-37). The Complainant also credibly testified that when she prepared the apartments, she would occasionally find in the vacated apartments PECO bills that were in the names of tenants. She also testified that as part of an effort to encourage personal responsibility, the housing program that assisted her tenants required that the tenant have monthly utility bills in their names and that the program provides a stipend to the participants to pay the utility bills. (Tr. 38-42, 58-59). While acknowledging that she is responsible for and had paid for charges that are incurred when she is working on an apartment to lease to a new tenant, she disputes that she is responsible for charges left behind by a tenant and stated that she never agreed to pay such charges. (Tr. 43-44).

Transfer of \$1,777.34 from 6801 North 17<sup>th</sup> Street, 2 MID 4

PECO transferred \$1,777.34 in charges from 6801 North 17<sup>th</sup> Street 2 MID 4, Account 41133-XXXX, to the Glenside Account. (PECO Exhibit 4, Tr. 175-176). Records of PECO and the testimony of the Complainant establish that the property at 6801 North 17<sup>th</sup> Street has separate meters for each apartment and general lighting. (Tr. 33; PECO Exhibit 4, 5). Given the separate meters for each unit, the Complainant cannot be held responsible for tenant charges under 66 Pa.C.S. § 1529.1. The PECO account statements in the record include one account for the Complainant on North 17<sup>th</sup> Street, and that is for public lighting areas, Account 44226-XXXX. with a balance of \$107. (PECO Exhibit 5).

The Complainant credibly testified that she did not incur or agree to pay for any PECO charges incurred by a tenant at 6801 North 17<sup>th</sup> Street. (Tr. 102). None of the PECO account statements show that the Complainant incurred charges as the customer of record at 6801 North 17<sup>th</sup> Street, 2 MID 4. The Complainant established a *prima facie* case that the balance of \$1,777.34 from 6801 North 17<sup>th</sup> Street, 2 MID 4, was improperly transferred to the Glenside Account.

PECO presented the testimony of PECO Regulatory Assessor Ather. She testified that the basis for holding the Complainant liable for the \$1,777.34 in charges from 6801 North 17<sup>th</sup> Street, 2 MID 4, is because she “did not contact the company to discontinue the service” and “as a result the account remains open in Ms. Walker’s name, and she’s being held responsible for the bill.” (Tr. 177). The Company also relies on its January 21, 2020 Utility Company Report that states that the Complainant is responsible for the \$1,777.34 balance from 6801 North 17<sup>th</sup> Street, 2 MID 4, under 66 Pa.C.S.A. § 1407(d).

This is insufficient to rebut the Complainant’s *prima facie* case regarding the \$1,777.34 in charges from 6801 North 17<sup>th</sup> Street. PECO could not provide any source documents or direct printout or screen shots from its account records showing that the Complainant was the customer of record when the \$1,777.34 in charges accrued.

Additionally, PECO references 66 Pa.C.S.A. § 1407(d) as the basis for holding the Complainant responsible for the balances in question. This section provides:

**(d) Payment of outstanding balance at premises.--**A public utility may also require the payment of any outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there.

66 Pa.C.S.A. § 1407(d). There is no evidence showing that the Complainant resided at 6801 North 17<sup>th</sup> Street during the period the outstanding balance accrued. Small charges on the Complainant’s account statements support her testimony that she incurs small PECO charges at

her rental units during the periods that she places service temporarily in her name to prepare a unit for the next tenant. (PECO Exhibit 5).

Further, as PECO Regulatory Assessor Ather testified, if a balance accrues at a rental property and service is not under the name of the landlord/owner, the balance will not belong to the landlord/owner and the balance would follow the tenant rather than the landlord/owner. (Tr. 178-179). To hold otherwise would encourage tenants to simply move out and leave behind a bill for PECO services opened in his or her name for the landlord/owner to pay.

The evidence supports a finding that the Complainant is not responsible for the \$1,777.46 transferred from 6801 North 17<sup>th</sup> Street, 2 MID 4 to the Glenside Account. The Complainant prevails here.

Transfer of \$2,391.03 from 6801 17<sup>th</sup> Street, 3 MID 7

Also at question is the transfer of \$2,391.03 to the Complainant from 6801 17<sup>th</sup> Street, 3 MID 7, to the Glenside Account. The PECO testimony was that the company transferred balances from other rental units -- \$571.76 from 6801 North 17th Street, Rear Second 3; \$98.41 from 6801 North 17th Street, Rear First 1; plus \$1,562.70 from 147 West Manheim Street, Second Floor- into the account for 6801 North 17th Street, 3 MID 7. That total was then transferred to the Complainant's Glenside Account. (Tr. 240-241; PECO Exhibits 5 and 6 – Account Number 47456-XXXXX).

The Complainant testified that she incurred PECO service charges when she worked to prepare a vacant unit for rental. Neither the testimony nor the exhibits established that the Complainant was the customer of record when \$571.76 from 6801 North 17th Street, Rear Second 3; \$98.41 from 6801 North 17th Street, Rear First 1; and \$1,562.70 from 147 West Manheim Street, Second Floor charges were accrued. Particularly bringing these transfers into question is the large transfer of \$1,562.70 from 147 Manheim Street, Second Floor, an amount greater than the record suggests was accrued by the Complainant when she prepared units for

tenants.<sup>3</sup> PECO will be ordered to review these billings for the \$2,391.03, determine whether the Complainant was the account holder at the time any of the charges were incurred, and issue corrected bills to the Complainant, if appropriate.

As for the remaining charges, there was no testimony or documentation upon which to base a finding that the Complainant was improperly billed.

#### Crediting of Account for Payments Made

The Complainant also questions whether PECO properly credited her account with payments made. The record does not support finding for the Complainant here.

The Complainant provided more than 200 pages of copies of checks written to PECO and texts from PECO confirming payments made. (Complainant Exhibit A and C, Exhibit C-3). PECO reviewed the payments and provided a report regarding payments that were credited to the account. (PECO Exhibit 8). The PECO accounting shows that the payments were credited to accounts of the Complainant. However, the record also established that acts of both PECO and the Complainant contributed to confusion in crediting the Complainant's payments.

PECO records showed that the Complainant had a credit of \$432.97 at the time of the hearing. (Tr. 187, 211; PECO Exhibit 5). The Complainant testified that she sometimes paid for multiple bills and accounts with one check and wrote on the check the various account numbers for which the payments were made. The check did not always indicate how much should be credited toward which accounts. Also, the text receipts issued by PECO to the Complainant do not state to which accounts payments were credited. All of this contributed to the payment credit muddle. Nevertheless, there is no evidence that the payments made by the Complainant were not ultimately credited to an account of the Complainant. The Complainant cannot prevail on this issue. However, PECO and the Complainant should meet and discuss payment and billing matters and procedures, including establishing common designations and

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<sup>3</sup> A meter mix up at this location further brings into question these charges. (Tr. 109-112).

descriptions for apartment units, and develop a method to avoid such billing and payment issues in the future.

### Damages and Interest

The Complainant is also seeking damages and interest from PECO. The Complainant would have to bring an action in civil court to seek damages or interest. The Commission does not have jurisdiction to award the Complainant damages. As the Commission has stated:

The Commission does not have the authority to order a public utility to pay monetary damages. *Byer v. Peoples Natural Gas Co.*, 380 A.2d 383 (Pa. Super. 1977); *Feingold v. Bell of Pennsylvania*, 477 Pa. 1, 383 A.2d 791 (1977); *DeFrancesco v. Western Pennsylvania Water Company*, 499 Pa. 374, 453 A.2d 595 (1982); *Elkin v. Bell of Pa.*, 491 Pa. 123, 420 A.2d 371 (1980). Therefore, a request for damages is not appropriately before the Commission; rather, damage payments must be ordered by a court of competent jurisdiction, such as a county court of common pleas. *Feingold v. Bell Tel. Co. of Pa.*, 383 A.2d 791 (Pa. 1977).

*Deater v. Columbia Gas of Pa., Inc.*, Docket Number C-2020-3022118 (Opinion and Order entered October 7, 2021).

Also, although 66 Pa.C.S. § 1312(a) provides for interest on refunds, the provision is not applicable here. As the Commission explained, 66 Pa. Code § 1312(a) gives the Commission authority to order a refund when a complainant is billed in excess of rates contained in a utility's tariff or by unlawful collection, within four years prior to filing of the complaint. *Silver Valley Apartments c/o Mike Vianello v. PPL Electric Utilities Corporation*. Docket Number F-2019-3008686 (Opinion and Order entered March 26, 2020) at p. 10, fn. 8. The instant case involves an incorrect transfer of charges rather than an excessive or unjust rate. There are no refunds of an excessive or unjust rate and therefore no interest is warranted.

## Penalties

Here, PECO has been found to have erroneously transferred tenant balances to the Complainant's home account. Penalties may be imposed where violations of the Code and Commission Regulations or a Commission Order are found. *See* 52 Pa. Code § 69.1201; *See also* *Rosi v. Bell-Atl. Pa., Inc.*, Docket No. C-00992409 (Opinion and Order entered March 16, 2000). The factors to be considered are:

- (1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.
- (2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.
- (3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.
- (4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.
- (5) The number of customers affected and the duration of the violation.
- (6) The compliance history of the regulated entity which committed the violation. An isolated incident from an

otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.

- (7) Whether the regulated entity cooperated with the Commission's investigation. Facts establishing bad faith, active concealment of violations, or attempts to interfere with Commission investigations may result in a higher penalty.
- (8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount.
- (9) Past Commission decisions in similar situations.
- (10) Other relevant factors.

52 Pa. Code § 69.1201. However, a penalty is not automatically warranted when a violation is found. See *McKee v People's Nat. Gas*, Docket Number C-2017-2583759 (Opinion and Order entered December 20, 2018); *Greco v Pa. Am. Water*, Docket Number C-2011-2226099 (Opinion and Order entered August 30, 2012).

In view of the factors to be considered, a civil penalty is not warranted here. There was no fraud or misrepresentation, or evidence of intentional misconduct, as contemplated by factors 1, 2 and 3. The violation appears to be one of accounting error rather than a problem with general company procedures, as raised in factor 4. The record does not reflect that PECO has a compliance history of such violations, the factor 6 consideration for imposition of penalties. Therefore, no penalty will be imposed. See *Rahman v. Verizon Pa.*, Docket Number C-2016-2564338 (Opinion and Order entered June 14, 2018).

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties of this proceeding.  
66 Pa.C.S. § 701.

2. The party filing the Complaint bears the burden of proving by a preponderance of the evidence that he or she is entitled to relief from the Commission. 66 Pa.C.S. § 332(a).

3. A Commission decision must be supported by “substantial evidence,” which consists of evidence that a reasonable mind might accept as adequate to support a conclusion; a “trace of evidence or a suspicion of the existence of a fact” is insufficient. *HIKO Energy, LLC v. Pa. Pub. Util. Comm’n*, 163 A.3d 1079, 1094 (Pa. Cmwlth. 2017) (quoting *Lyft, Inc. v. Pa. Pub. Util. Comm’n*, 145 A.3d 1235, 1240 (Pa. Cmwlth. 2016)), *aff’d*, 209 A.3d 246 (Pa. 2019).

4. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities and such service and facilities shall be in conformity with the regulations and orders of the Commission. 66 Pa.C.S. § 1501.

5. Where rental units are not individually metered, an owner may be held responsible for payment of tenant utility services. 66 Pa.C.S. § 1529.1.

6. A public utility may require the payment of any outstanding balance or portion of an outstanding balance from an applicant if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there. 66 Pa.C.S.A. § 1407(d).

7. A preponderance of the evidence supports a finding that there was unreasonable service in violation of 66 Pa.C.S. § 1501 in that PECO Energy Company incorrectly transferred \$1,777.46 to the Complainant’s residential PECO account and PECO should further investigate the transfer of \$2,391.03 from 6801 17<sup>th</sup> Street to the Complainant’s residential PECO account.

8. Complainant did not present substantial evidence to support a finding that the remaining balance transfers were made in error. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982).

9. Although penalties *may* be imposed where violations of the Code and Commission Regulations or a Commission Order are found, in view of the factors in 52 Pa. Code § 69.1201 to be considered, a penalty is not warranted here. *See Rosi v. Bell-Atl. Pa., Inc.*, Docket No. C-00992409 (Opinion and Order entered March 16, 2000); *Rahman v. Verizon Pa.*, Docket Number C-2016-2564338, (Opinion and Order entered June 14, 2018).

### ORDER

THEREFORE,

IT IS ORDERED:

1. That Complainant Exhibit A, Complainant Exhibit B, Complainant Exhibits C, C-1, C-2, and C-3, and PECO Exhibits 8-15 are admitted into the record.
2. That the objection of PECO Energy Company to a check included in Complainant Exhibit C-2 that was written to Philadelphia Gas Works is sustained.
3. That the Complaint in the matter of Wanda Walker v. PECO Energy Company at Docket Number C-2021-3023220 is granted, in part, and denied, in part.
4. That the Complaint is granted with respect to \$1,777.34 transferred to the Complainant's Glenside Account.
5. That within 30 days of the final order, PECO will remove \$1,777.34 from the Complainant's Glenside Account balance.

6. That within 30 days of the date of the final order, PECO will review the charges transferred to the Complainant from 6801 17<sup>th</sup> Street, 3 MID 7, Philadelphia, Pennsylvania totaling \$2,391.03 to determine whether the amounts transferred were incurred by the tenants or the Complainant as a customer or resident of the service addresses and, if necessary, adjust the Complainant's balance in accordance with this decision.

7. That within 60 days of the date of the final order, PECO shall issue a bill to the Complainant reflecting the adjustments made in accordance with this order.

8. That all other claims are denied and dismissed.

9. That the Secretary shall mark this docket closed.

Date: February 28, 2022

\_\_\_\_\_  
/s/  
Darlene Heep  
Administrative Law Judge

# **EXHIBIT 6**



Commonwealth of Pennsylvania  
**Pennsylvania Public Utility Commission**  
Harrisburg, PA 17105-3265  
**EFILING - FILING DETAIL**

Date Created	Filing Number
7/13/2022	2425241

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**Docket Number:** C-2020-3023220  
**Case Description:** Status Letter  
**Transmission Date:** 7/13/2022 1:10 PM  
**Filed On:** 7/13/2022 1:10 PM  
**eFiling Confirmation Number:** 2425241

File Name	Document Type	Upload Date
Wanda Walker - PUC Commission Final Order - PECO Account Review Status Letter.pdf	Letter	7/13/2022 1:10:51 PM

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Direct Dial: 215.841.6841  
Khadijah.scott@exeloncorp.com

July 13, 2022

Rosemary Chiavetta  
Secretary Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**Re: Wanda Walker v. PECO Energy Company  
PUC Docket No. C-2020-3023220**

Dear Ms. Chiavetta:

As required by the Public Utility Commission's Final Order entered on June 16, 2022, in the above-referenced matter, PECO Energy has reviewed the charges transferred to the Complainant, Wanda Walker, from 6801 N. 17<sup>th</sup> Street, 3 Mid 7, Philadelphia, PA 19126 totaling \$2,3901.03. PECO hereby provides the following summary of the results of its review:

- On January 26, 2017, the Complainant, Wanda Walker, began service in her name at 6801 N. 17<sup>th</sup> Street, 3 Mid 7, Philadelphia, PA 19126 under account number ending in 33069;
- Monthly billings were mailed to the Complainant in her name at P.O. Box 502, Glenside, PA 19038;
- The Complainant's last payment to the account was made on October 23, 2018;
- On April 1, 2019, a new applicant, Arletha Kashmir Jenkins, applied for service and began service in her name until August 8, 2020, under account number ending in 33078;
- The Complainant, Wanda Walker, did not contact PECO Energy to have service removed from her name during this time frame;
- On July 2, 2019, the Complainant's account was forced out of her name by PECO Energy's Customer Information Management System (CIMS), due to the new applicant, Arletha Kashmir Jenkins, obtaining service at the property on April 1, 2019;
- On July 2, 2019, the Complainant's account finalized and a final bill was rendered for \$2,391.03;
- As of March 14, 2019, the last bill rendered prior to the new applicant taking occupancy, Complainant's total balance due was \$1,669.06 with a due date of April 5, 2019;

- As of July 2, 2019, the date that the account finalized, Complainant's total balance due was \$2,391.03;
- Thus, a balance of \$721.97 accrued between the dates of March 14, 2019 and July 2, 2019;
- The accrued balance of \$721.97 includes a balance transfer that accrued in the name of Wanda Walker, in the amount of \$92.41 from 6801 N. 17<sup>th</sup> Street, Rear 1<sup>st</sup>, Philadelphia, PA 19126, that occurred on April 9, 2019;
- The accrued balance of \$721.97 includes a balance transfer that accrued in the name of Wanda Walker, in the amount of \$536.89 from 6801 N. 17<sup>th</sup> Street, Rear 2<sup>nd</sup>, Philadelphia, PA 19126 that occurred on June 20, 2019;
- The remaining difference from the accrued balance of \$721.97 minus the two (2) balance transfers is \$92.67.

Accordingly, the Complainant, Wanda Walker, will be credited \$92.67 which includes all service charges and late payment fees billed from March 14, 2019 to July 2, 2019. The credit will be placed on the Complainant, Wanda Walker's active account, located at 452 Twickenham Rd., Glenside, PA 19038, under account number ending in 01103.

Very truly yours,



Khadijah Scott, Esquire  
Assistant General Counsel, PECO Energy

cc: Alexis Bechtel, Bureau of Consumer Services (*via email*)  
George Gossett, Jr., Esquire (*via email*)  
Wanda Walker (*via email*)