
Yelena Gerasimenko,
v.
PECO Energy Company

Docket No.: C-2023-3039248

Initial Call-In
Telephonic Hearing

Pages 1 - 36

Judge's Chambers
State Office Building
801 Market Street
Philadelphia, PA

Thursday, July 20, 2023
Commencing at 10:03 a.m.

INDEX TO EXHIBITS

Docket No. C-2023-3039248

Hearing Date: July 20, 2023

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
Respondent's Exhibit 1	14	31
PECO Claim Form		
Respondent's Exhibit 2	18	31
Claim Entry and Notes		
Respondent's Exhibit 3	25	31
Load Data		

Exhibit

1

SM 07/20/23



Direct Dial: 267-533-1830
khadijah.scott@exeloncorp.com

July 17, 2023

VIA E-MAIL

Honorable F. Joseph Brady
Pennsylvania Public Utility Commission
801 Market St, Suite 4063
Philadelphia, PA 19107

RE: Yelena Gerasimenko v. PECO Energy Company
Docket No. C-2023-3039248
Date of Hearing: July 20th 2023 @ 10:00 a.m.

Dear Judge Brady:

Enclosed please find a copy of PECO Energy Company's Exhibits 1 through 3, which it intends to use in the above referenced hearing. By copy of this letter, I am sending a copy of same to the Complainant.

Please call my direct dial number if you have any questions regarding this case.

Respectfully submitted,

A handwritten signature in blue ink that reads "Khadijah Scott". The signature is written in a cursive style.

Khadijah Scott

KS/ab
Enclosure

Cc: Yelena Gerasimenko (via email)

#: 5166655

EXHIBIT 1

Murray, Chana L:(PECO)

From: Iena <gerasimenko@live.com>
Sent: Wednesday, December 21, 2022 7:14 PM
To: PECO Claims
Subject: [EXTERNAL]PECO claim registration form
Attachments: 8A14636B-6D61-46F7-BFE3-D73F9C6625A0.jpeg; 8E01D5BF-CC4F-467F-9C9C-DF88EA91268B.jpeg; F17FB4E1-38B5-4A91-8809-C5B01E11A105.jpeg

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

Hi,I am sending you my claim form with receipts. Thanks
Yelena Gerasimenko

PECO CLAIM REGISTRATION FORM

Claims Division
1-877-538-7769

Dear PECO Customer:

To officially register your claim, please complete and return this form in the enclosed self-addressed return envelope, or fax the form to us at 215-841-4919.

Our address is: **PECO, Claims Division, S16-1, 2301 Market Street, Phila., PA 19103**

Once this form is received in our office, you will be contacted by one of our Case Managers.

Name Yelena Gerasimenko Daytime Phone No. 267-918-1341
Mailing Address 11622 Gifford St E-mail Address gerasimenko@live.com
City, State, Zip Philadelphia, PA 19116 Date & Time of Loss or Damage 12/13/2022
PECO Account No. (if applicable) 16827-77010 Address of Loss Location 11622 Gifford St

Please describe the details of the incident and list the item(s) damaged.

On 12/13/22 we experienced two power outages resulted in our heater ceasing to work. Company came in on 12/14/22 and determined that control board thermostat speed fan blower had to be replaced. Because of this incident we are requesting refunds and compensation for: 1) parts and labor cost (see company receipt); 2) PECO bill because electric heaters were used for 7 days; 3) o/c heater cost we had to buy (see receipt); 4) our family and three cats were suffering without adequate heat for 7 days and have to be compensated adequately.

Signature J. Gerasimenko Date 12/21/2022

THIS FORM IS A REQUEST FOR INFORMATION ONLY AND DOES NOT CONSTITUTE ANY ADMISSION OF LIABILITY ON THE PART OF PECO ENERGY COMPANY.

NAME: Yelena Sergasimenco
 STREET: 1622 GIFFORD AV
 CITY: Phila STATE: PA ZIP: 19116
 MAKE: Lennox MODEL: E118
 SERIAL NUMBER: 51h 5513 FO1
 JOB LOCATION: Phila

DATE ORDERED: 12/20/22
 DATE SCHEDULED: 12/14/22
 NO: 10319
 PHONE: _____
 WK. PHONE: _____
 CELL OR E-MAIL: _____

ORIGINAL COMPLAINT
 No heat, fan not blaved

WARRANTY
 CONTRACT
 SERVICE CONTRACT
 NORMAL
 RES. CDMA
 PARTS \$ 430

Additional Parts Listing On Back of Pgs 3
 TOTAL PARTS ⇒ \$ 430

DESCRIPTION OF WORK
 Remove defective parts
 Install variable fan blower motor, and board
 and check system for proper operation.

LABOR \$ 590
 TAX
 TRIP CHARGE \$
 TOTAL AMOUNT DUE \$ 1020

TERMS: DUE UPON COMPLETION

I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE, AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.

AUTHORIZED SIGNATURE


TECHNICIAN SIGNATURE

QTY.	FILTERS	X	X	UNIT	AMOUNT
	FILTERS	X	X		
	BELTS				
	OTHER				

QTY.	FILTERS	X	X	UNIT	AMOUNT
	FILTERS	X	X		
	BELTS				
	OTHER				

QTY.	FILTERS	X	X	UNIT	AMOUNT
	FILTERS	X	X		
	BELTS				
	OTHER				

ENVIRONMENT	CHECK SYSTEM	LIST
RECOVERED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	CHANGED OUT (OR REPLACED)? YES <input type="checkbox"/> NO <input type="checkbox"/>
RECYCLED?	YES <input type="checkbox"/> NO <input type="checkbox"/>	DISMANTLED? YES <input type="checkbox"/> NO <input type="checkbox"/>
RECLAIMED?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	REFRIGERANT DISPOSAL RECOMMENDATION: YES <input type="checkbox"/> NO <input type="checkbox"/>
RETURNED TO THIS SYSTEM?	YES <input type="checkbox"/> NO <input type="checkbox"/>	OUR PERSONNEL RECOMMENDATION: YES <input type="checkbox"/> NO <input type="checkbox"/>
DISPOSAL	YES <input type="checkbox"/> NO <input type="checkbox"/>	

OWNER'S INITIALS



How doers
get more done..

11725 BUSTLETON AVE 215-676-7029
STORE MANAGER: JOHN E CORNELLY
6866 00001 66868 12/18/22 01:58 PM
SALE CASHIER THORION

810004813496 OIL HTR <A> 54.96
OIL-FILLED RADIATR HEATER
049057200193 KORKY+FLAPPR <A>
KORKY PLUS TOILET FLAPPER 5.46

SUBTOTAL 60.46
SALES TAX 4.84
TOTAL \$65.30

XXXXXXXXXXXX432 VISA USD\$ 65.30
AUTH CODE 07470C/5013475 TA
Chip Read CHASE VISA
AID A0000000031010

6866 12/18/22 01:58 PM



6866 01 66868 12/18/2022 1362

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 03/18/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 140891 134026
PASSWORD: 22618 134025

Murray, Chana L:(PECO)

From: Nickens Jr, Robert L:(PECO)
Sent: Monday, January 9, 2023 10:27 PM
To: 'gerasimenko@live.com'
Subject: PECO Claim #: C2023123518
Attachments: PECO Electric Tariff 2021.pdf

Good morning Ms. Gerasimenko,

This email is in response to the condition you experienced on or around December 13, 2022. Thank you for giving us the opportunity to look into this situation. We know how important reliable electric service is in the lives of our customers.

Our investigation does not reveal any liability on the part of the company. Although PECO Energy compensates customers for certain costs incurred as a result of our negligent actions, we cannot pay for damages resulting from this event and similar events. pursuant to our Electric Service Tariff. As a result, we are not able to compensate you for any damages that you may have suffered.

I have attached a copy of section 12.1 of the PECO Energy Electric Service Tariff for your review. If you have any questions, or would like to discuss this situation, please do not hesitate to contact me at (215) 740-9131.

Kind regards,

Robert Nickens
Sr. Claims Case Manager
PECO Energy
400 Park Ave.
Warminster, PA 18974
Office: 215 956-3136 | Fax: 215 841-4919 | Cell 215 740-9131
Robert.Nickens@Exeloncorp.com



PECO Energy Company

Electric Service Tariff

COMPANY OFFICE LOCATION

2301 Market Street

Philadelphia, Pennsylvania 19103

For List of Communities Served, See Page 4.

Issued June 15, 2021

Effective July 1, 2021

**ISSUED BY: M. A. Innocenzo – President & CEO
PECO Energy Distribution Company
2301 MARKET STREET
PHILADELPHIA, PA. 19103**

NOTICE

RULES AND REGULATIONS (continued)**12. SERVICE CONTINUITY**

12.1 LIMITATION ON LIABILITY FOR SERVICE INTERRUPTIONS AND VARIATIONS. The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

In all other circumstances, the liability of the Company to customers or other persons for damages, direct or consequential, including damage to computers and other electronic equipment and appliances, loss of business, or loss of production caused by any interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$1000 or two times the charge to the customer for the service affected during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. In addition, no charge will be made to the customer for the affected service during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. A variety of protective devices and alternate power supplies that may prevent or limit such damage are available for purchase by the customer from third parties.

The Company makes no warranty as to merchantability or fitness for a particular purpose, express or implied, by operation of law or otherwise. To the extent applicable under the Uniform Commercial Code or on any theory of contract or products liability, the Company limits its liability in accordance with the previous paragraph to any Customer or third party for claims involving and including, but not limited to, strict products liability, breach of contract, and breach of actual or implied warranties of merchantability or fitness for an intended purpose.

12.2 ADDITIONAL LIMITATIONS ON LIABILITY IN CONNECTION WITH DIRECT ACCESS. Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to a customer receiving Competitive Energy Supply arising out of or related to a contract or other relationship between such a customer and an EGS.

The Company shall implement customer selection of an EGS consistent with applicable rules of the Commission and shall have no liability to a customer receiving Competitive Energy Supply arising out of or related to switching EGSs, unless the Company is negligent in switching or failing to switch a customer.

The Company shall have no duty or liability with respect to electric energy before it is delivered by an EGS to a point of delivery on the PECO Energy distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

12.3 EMERGENCY LOAD CONTROL. Pursuant to order of Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever the demands for power on all or part of the Company's system exceed or threaten to exceed the capacity than actually and lawfully available to supply such demands, or whenever system instability or cascading outages could result from actual or expected transmission overloads or other contingencies, or whenever such conditions exist in the system of another public utility or power pool with which the Company's system is interconnected and cause a reduction in the capacity available to the Company from that source or threaten the integrity of the Company's system, a load emergency situation exists. In such case, the Company shall take such reasonable steps as the time available permits to bring the demands within the then-available capacity or otherwise control load. Such steps shall include but shall not be limited to reduction or interruption of service to one or more customers, in accordance with the Company's procedures for controlling load.

The Company shall establish procedures for controlling load including schedules of load shedding priorities to be followed in compliance with the foregoing paragraph, may revise such procedures from time to time, and shall revise them if so required by Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at the Company's Principle Office, and another such copy shall be kept on file with the Pennsylvania Public Utility Commission.

12.4 EMERGENCY ENERGY CONSERVATION. Pursuant to order of the Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever events occur which are actually resulting, or in the judgment of the Company threaten to result, in a restriction of the fuel supplies available to the Company or its energy suppliers, such that the amount of electric energy which the Company is able to supply is or will be adversely affected, an emergency energy situation exists.

In the event of an emergency energy conservation situation, the Company shall take such reasonable measures as it believes necessary and proper to conserve available fuel supplies. Such measures may include, but shall not be limited to reduction, interruption, or suspension of service to one or more of its customers or classes of customers in accordance with the Company's procedure for emergency energy conservation.

The Company shall establish procedures for emergency energy conservation, including, if it deems necessary, schedules of service interruption and suspension priorities to be followed as prescribed by the foregoing paragraph.

The Company may revise such procedure from time to time, and shall revise them if so required by the Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at each office at which the Company maintains a copy of its Tariff for public inspection, and another such copy shall be kept on file with the Pennsylvania Public Utility Commission.

12.5 NOTICE OF TROUBLE. The customer must immediately notify the Company if service is interrupted or is otherwise unsatisfactory due to defects, trouble, or accident, affecting the supply of service.

Murray, Chana L:(PECO)

From: Nickens Jr, Robert L:(PECO)
Sent: Friday, February 3, 2023 11:55 AM
To: gerasimenko@live.com
Subject: FW: PECO Claim #: C2023123518
Attachments: PECO Electric Tariff 2021.pdf

Ms. Gerasimenko,

Attached is the email that was sent in regard to your claim.

Robert Nickens

Sr. Claims Case Manager
PECO Energy
400 Park Ave.
Warminster, PA 18974
Office: 215 956-3136 | Fax: 215 841-4919 | Cell 215 740-9131
Robert.Nickens@Exeloncorp.com



From: Nickens Jr, Robert L:(PECO)
Sent: Monday, January 9, 2023 10:27 PM
To: 'gerasimenko@live.com' <gerasimenko@live.com>
Subject: PECO Claim #: C2023123518

Good morning Ms. Gerasimenko,

This email is in response to the condition you experienced on or around December 13, 2022. Thank you for giving us the opportunity to look into this situation. We know how important reliable electric service is in the lives of our customers.

Our investigation does not reveal any liability on the part of the company. Although PECO Energy compensates customers for certain costs incurred as a result of our negligent actions, we cannot pay for damages resulting from this event and similar events pursuant to our Electric Service Tariff. As a result, we are not able to compensate you for any damages that you may have suffered.

I have attached a copy of section 12.1 of the PECO Energy Electric Service Tariff for your review. If you have any questions, or would like to discuss this situation, please do not hesitate to contact me at (215) 740-9131.

Kind regards,

Robert Nickens
Sr. Claims Case Manager
PECO Energy

400 Park Ave.
Warminster, PA 18974
Office: 215 956-3136 | Fax: 215 841-4919 | Cell 215 740-9131
Robert.Nickens@Exeloncorp.com



PECO Energy Company

Electric Service Tariff

COMPANY OFFICE LOCATION

2301 Market Street

Philadelphia, Pennsylvania 19103

For List of Communities Served, See Page 4.

Issued June 15, 2021

Effective July 1, 2021

**ISSUED BY: M. A. Innocenzo – President & CEO
PECO Energy Distribution Company
2301 MARKET STREET
PHILADELPHIA, PA. 19103**

NOTICE

RULES AND REGULATIONS (continued)**12. SERVICE CONTINUITY**

12.1 LIMITATION ON LIABILITY FOR SERVICE INTERRUPTIONS AND VARIATIONS. The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

In all other circumstances, the liability of the Company to customers or other persons for damages, direct or consequential, including damage to computers and other electronic equipment and appliances, loss of business, or loss of production caused by any interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$1000 or two times the charge to the customer for the service affected during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. In addition, no charge will be made to the customer for the affected service during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. A variety of protective devices and alternate power supplies that may prevent or limit such damage are available for purchase by the customer from third parties.

The Company makes no warranty as to merchantability or fitness for a particular purpose, express or implied, by operation of law or otherwise. To the extent applicable under the Uniform Commercial Code or on any theory of contract or products liability, the Company limits its liability in accordance with the previous paragraph to any Customer or third party for claims involving and including, but not limited to, strict products liability, breach of contract, and breach of actual or implied warranties of merchantability or fitness for an intended purpose.

12.2 ADDITIONAL LIMITATIONS ON LIABILITY IN CONNECTION WITH DIRECT ACCESS. Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to a customer receiving Competitive Energy Supply arising out of or related to a contract or other relationship between such a customer and an EGS.

The Company shall implement customer selection of an EGS consistent with applicable rules of the Commission and shall have no liability to a customer receiving Competitive Energy Supply arising out of or related to switching EGSs, unless the Company is negligent in switching or failing to switch a customer.

The Company shall have no duty or liability with respect to electric energy before it is delivered by an EGS to a point of delivery on the PECO Energy distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

12.3 EMERGENCY LOAD CONTROL. Pursuant to order of Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever the demands for power on all or part of the Company's system exceed or threaten to exceed the capacity than actually and lawfully available to supply such demands, or whenever system instability or cascading outages could result from actual or expected transmission overloads or other contingencies, or whenever such conditions exist in the system of another public utility or power pool with which the Company's system is interconnected and cause a reduction in the capacity available to the Company from that source or threaten the integrity of the Company's system, a load emergency situation exists. In such case, the Company shall take such reasonable steps as the time available permits to bring the demands within the then-available capacity or otherwise control load. Such steps shall include but shall not be limited to reduction or interruption of service to one or more customers, in accordance with the Company's procedures for controlling load.

The Company shall establish procedures for controlling load including schedules of load shedding priorities to be followed in compliance with the foregoing paragraph, may revise such procedures from time to time, and shall revise them if so required by Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at the Company's Principle Office, and another such copy shall be kept on file with the Pennsylvania Public Utility Commission.

12.4 EMERGENCY ENERGY CONSERVATION. Pursuant to order of the Pennsylvania Public Utility Commission, the following provision is incorporated in this Tariff:

Whenever events occur which are actually resulting, or in the judgment of the Company threaten to result, in a restriction of the fuel supplies available to the Company or its energy suppliers, such that the amount of electric energy which the Company is able to supply is or will be adversely affected, an emergency energy situation exists.

In the event of an emergency energy conservation situation, the Company shall take such reasonable measures as it believes necessary and proper to conserve available fuel supplies. Such measures may include, but shall not be limited to reduction, interruption, or suspension of service to one or more of its customers or classes of customers in accordance with the Company's procedure for emergency energy conservation.

The Company shall establish procedures for emergency energy conservation, including, if it deems necessary, schedules of service interruption and suspension priorities to be followed as prescribed by the foregoing paragraph.

The Company may revise such procedure from time to time, and shall revise them if so required by the Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at each office at which the Company maintains a copy of its Tariff for public inspection, and another such copy shall be kept on file with the Pennsylvania Public Utility Commission.

12.5 NOTICE OF TROUBLE. The customer must immediately notify the Company if service is interrupted or is otherwise unsatisfactory due to defects, trouble, or accident, affecting the supply of service.

EXHIBIT 2

Exhibit

2

SM 07/20/23

Event Number: EV20220123129 * Claim Number: C2022123518 * Claimant Name: GERASIMENKO, YELENA

Activity Date: 01/09/2023

Date Time Created: 01/09/2023 9:30 PM

Entered by: Robert Nickens

Note Type: ADJ_T Adjuster Dated Text

Subject:

Important: No

09-Jan-2023 10:28 PM (Robert Nickens)

Customer is fed from the Byberry 163 circuit.

Customer reports appliance damage on 12/13/22. No outage events in the customer OMS records.

Writer did note events in Netviewer, however none were located near the customer.

No causal event was located. No other claims on the circuit.

Attached denial sent citing section 12.1 of the electric tariff.

03-Feb-2023 8:27 AM (Robert Nickens)

Writer returned customer call 2x. No VM on either call. Writer sent a text to make sure contact info was provided.

03-Feb-2023 4:39 PM (Robert Nickens)

Writer resent the denial to the customer and reaffirmed same. Customer confirmed she was subject to 2 momentary outages and the house heater stopped working after the second one. Customer not happy with the claim decision and asked for escalation info. Same provided.

EXHIBIT 3

Exhibit

3

SM 07/20/23

YELENA GERASIMENKO - C-2023-3039248

Load Data

