

From:

Vanee D. Flowers, Complainant, Pro Se

1101 Hook Road Apartment 305

Sharon Hill, Pa 19079

Email: vaneedflowers@yahoo.com

Phone: 484-494-1177

September 07, 2024

REF TO: VANEE FLOWERS, Complainant, Pro se V. PECO ENERGY COMPANY

Heard by the Pennsylvania Public Utility Commission

BCS #. 3866604: Docket #: F-2023-3037916

ON REMANDED back to the Office of Administrative Law Judge Arlen Aston for such further proceeding as deemed necessary, and a fair and appropriate resolution Public Meeting was held October 19, 2023 BY the Commission with Opinion and Order Dated: October 19, 2023: The Commission Present: were Stephen M. DeFrank, Chairman, Kimberly M. Barrow, Vice Chair, Ralph V. Yanora., Kathryn L. Zerfuss, John F. Coleman, Jr. signed by, Rosemary Chiavetta, Secretary for the PUC Commission, for consideration and disposition of the 1st set of Exception of Vanee Flowers filed on August 03, 2023 from Initial decision dated July 14, 2023 from April 12, 2023 10:00 am telephone hearing conference, by ALJ Arlene Aston, on remand telephone hearing heard on May 01, 2024 @ 10:00 a.m. Who rendered her Initial decision on remand dated August 19, 2024 with ref to the Unfair Bias Telephone Hearing against the complaint Vanee Flowers, on the record by the ALJ Arlene Aston the same unfair and bias ALJ who presided over the hearing on April 12, 2023 @ 10:00 a.m. Telephone Hearing Conference

"2nd Set of "EXCEPTIONS OF (Vanee Flowers)-Complaint" Pro se, To the Commission

Served electronic e filed by way of eServer with the Secretary of the Commission, <http://www.puc.state.pa.us/efiling/default.aspx>, and a courtesy copy served via electronic email to: ra-OSA@pa.gov.

To: Rosemary Chiavetta- Secretary, Commission's Office of Special Assistants (OSA), Commonwealth of Pennsylvania, The Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North South Street, Harrisburg, Pennsylvania 17120

Sent electronic via e file eServer to: with a courtesy copy sent via electromatic email to: TO: Arlene Ashton- PUC Administrative Law Judge Commonwealth of Pennsylvania, The Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North South Street Harrisburg, Pennsylvania 17120

Sent electronic via e file eServer: TO: Khadijah.Scott@exeloncorp.com
Khadijah Scott Counsel for Peco Energy Company
2301 Market Street, Philadelphia, Pa 19103

WITH EXHIBITS A-E AS A SEPARATE SET TOTALING 154 EXHIBIT PAGES IN ADDITION TO THIS 12 PAGE 2ND SET OF EXHIBITS SUBMITTED TO THIS COMMISSION BY THE COMPLAINANT VANEE FLOWERS SEPT. 08, 2024.

"2nd Set of "EXCEPTIONS OF (Vanee Flowers)-Complaint" Pro se, To the Commission

I Vanee Flowers, the Complainant, Pro se disagree with the written Initial decision on remand by Administrative Law Judge Arlen Astone dated August 19, 2024. I submit my 2nd set of Exception to the Commission this date Sunday 22, September 2024, conjoined with 1st set of Exceptions submitted by Vanee Flowers to the Public Utility Commission on August 03, 2023. See Exhibit A 1, and A2.

I Vanee Flowers the Complaint disagree with the 2nd Initial Decision on Remand issued on August 19, 2024, by Public Utility Commission Admirative Law Judge ALJ, Arlene Aston.

The Complaint was present for the telephone conference hearing on May 01, 2024 at 10:00 am and was sworn into the hearing while under oath by the preceding ALJ Arlene Aston. Present was Khadijah Scott, Counsel on behalf of Peco Energy Company, and witness testimony of Remona Milburn on behalf of Peco who conceded she have never spoken to the complainants at any time regarding the foreign load at the Peco account holders previous address at 927 Coates Street 2nd Floor Sharon Hill, Pa 19079.

The misconduct of Arlene Aston the Administrative Law Judge presiding over the telephone conference hearing again failed to provide the complainant a fair telephone conference hearing and due process under the law. The ALJ conducted the hearing unfairly and continued to interrupt the complaint while questioning the witness and would not allow the complaint a chance to speak or give her testimony as the complaint and preferred to allow the respondent give testimony.

The complainant disagree that she did not provide evidence during the hearing. The complaint did submit evidence documents during the hearing to the ALJ who claims they were not submitted and did not receive any documents from the complainant in this proceeding. The documents were submitted by the complainant prior to the hearing on April 26, 2024 at 5:06 p.m. dated April 25, 2024, by way of email to ALJ Arlene Ashton pmcneal@pa.gov, and to Khadijah.scott@exeloncorp.com, see Exhibit D -1 and 2, Exhibits _____ submitted Exhibits again after the commencement and swearing in the complaint of the telephone conference hearing on the record the complaint described and enter into the hearing for the record a 4page letter, with Exhibits1 1-16 pages, and Exhibit 2 1-22 pages, for the record presented by the complainant and excepted during the telephone conference hearing by the Administrative Law Judge who failed to include them into the record although accepted them to be added to the record the beginning of the hearing. Refer to the recorded record I label as Exhibit B.

The Complainant raised the issue during the telephone hearing conferences that the Administrative Law Judge was not providing the complainant a fair hearing. The ALJ conducted the hearing unfairly against the complainant and would not allow the complainant to speak or present her case and without being rudely interrupted by the ALJ every time the complaint attempted to speak when it was time to present her case. The ALJ continued to be bias and unfair

to the complainant during the hearing by raising her voice several times at the complaint during the hearing and. The complaint continued to request that the ALJ conduct the hearing without the misconduct and unfairness, and several times requested the complainant be provided due process and allowed a fair hearing by this ALJ presiding over the proceedings or adjourn the hearing since the ALJ cannot be fair in impartial during the conducting of the telephone hearing conference proceedings. Several times the issue was raised by the complaint that she was not being provided a fair hearing and was being treated unfairly by the ALJ.

When the ALJ would not conduct the telephone conference hearing in a fair in orderly fashion according to the law the complainant left the hearing as a direct result of the unfair treatment against the complaint and not providing the complaint with a fair hearing as requested, and according to the law. The complainant was not absent and took part in the hearing. The complainant was forced to leave the hearing due to the corruption, misconduct and unfair treatment against the complainant by the ALJ. The complainant has a legal right under the law to leave the hearing if not being provided due process under the law to a fair hearing.

The Settlement conference on or off the record conducted by ALJ Arlen Ashton was nothing but a phishing for information expedition against the complainant and was not conducted in a manner to settle or bring an appropriate resolution to settlement or to resolve the matter in this proceeding. The complainant received emails from Peco Representatives Kadejah Scott, on April 26, 2024 at 7:10 am EDT conceding to the complaint after receiving the compliant letter dated April 25, 2024 4-page letter with Exhibits 1, 1-16 pages and Exhibits 2, 1-22 pages with email attachments see Exhibit D, from Peco conceding to a lesser amount. In Khadijah's email it reads, "Morning Mrs. Flowers. Could you advise what you are seeking from Peco? Thank you, Khadijah" and on April 16, 2024 at 10:33 a.m. with an offer of \$542.91 credit to my Peco account to settle the complaints complaint. Although the witness Milburn and Council for Peco were not sworn in during the hearing by the ALJ. The recorded record Khadijah reference not conceding, or making any offer to the complaint to settle the complaint. Refer to the recorded record I label as Exhibit B, and see Exhibit D -1 and 2 Exhibits.

In the complainant's complaint, responses exceptions 1st and 2nd sets, 4-page letter of page 3 and 4, dated April 25, 2024 see Exhibit D. The complaint made clear that in her letters she maintains her remedy a full reimbursement from January 31, 2020 when illegal service was turned on and transferred in the complaints name at 927 Coates Street 2nd Floor Shaaron Hill, Pa 19079 to November 30, 2022 ended service at that address, on an illegal and foreign load not disclosed to the complaint via the landlords, owners, or Peco or credit to the complaints Peco account she is seeking to settle this complaint before the Commission in these Exceptions see Exhibit D of Exhibit 1pg.3 of 16 of owner 927 Coates Street rental property of landlords Ryan Wagner and Delval Realty & Property Management admit and concede to having illegal wiring, a foreign load at his property above. This was Submitted to ALJ and Kadajiah counsel for Peco and submitted during the Remanded hearing May 01, 2024 to be included in made a part of the record.

I the complaint Vanee Flowers Pro se **DISSAGREE** with the Administrative Law Judge Arlene Ashton INITIAL DECISION ON REMAND, issued August 19 2024,

Page 1 The introduction line 1 and 2 of page 1, The Public Utility Commission the Commission remand and reversed the Initial Decision issued on July 14, 2023 by the Administrative Laws Judge Arlene Ashton initial decision that was remanded and revered by the Commission's Opinion and Order on October 19, 2024, By the Honorable Commission

1. Page 1 The history of the Background - No reply needed.
2. Page 2 Paragraph 1: In Reply in responses to an illegal electricity and gas hook Foreign Load,
3. Page 2 Paragraph 2 Complaint filed a counter response to the respondents' answers to the complainant's complaint the ALJ Arlen Ashton would not allow to be submitted claiming she never received them when complainant provide proof the ALJ they were sent to her a d received by her prior to the hearing review the record for telephone hearing held on April 12, 2023 see Exhibit A of 1st set of Exception Exhibits
- 4.. Page 2 Paragraph 3 No reply needed.
- 5.. Page 2 Paragraph 4 No reply needed.
- 6.. Page 2 Paragraph 5 see Reply no. 2 above and see the Public Utilities Commissions Opinion and Ordered Dated October 19,2024 marked as Exhibit C and see Exhibit A 1st of Exception Complainants response to Peco's answers.
7. Page 2 Paragraph 6 No reply needed.
8. Page 2 Paragraph 7 Reply Denied, See the Commissions Opinion and Order remand the ALJ Decision.
9. Page 3 Paragraph 1 Denied in part The remand was to address the foreign load. The Complaint was not provided a fair conference hearing.
10. Page 3 Paragraph 2 No reply needed.
11. Page 3 Paragraph 3 No reply needed.
12. Page 3 Paragraph 4 Denied Line 9 refer to the recorded record 2nd set of Exception
13. Page 3 Paragraph 5 See Complainants 2nd set of Exceptions timely submitted
- 14.. Page 3 Paragraph 6 Refer to the recorded record.

I the complaint Vanee Flowers Pro se **DISAGREE** with the Administrative Law Judge Arlene Ashton INITIAL DECISION ON REMAND, issued August 19 2024,

Finding of the Fact, page 4

- 1 Agreed.
- 2 Agreed
- 3 Agreed to a property with an illegal electrical wiring hookup **foreign load** the landlord owner admits to it in civil action pleadings filed
- 4 Agreed and a Civil action against the Owners and landlords
- 5 Agreed and denied. Complaint filed and served responses in reply to Pecos answers to the complaint's complaint and the ALJ who refused to admit them to the record due to her bias \retaliatory behavior, and misconducted by the ALJ during the telephone hearings on April 12, 2023 and May 01, 2024 hearings, Kadajah Scott asked her not to allow them as part of the record.
- 6 Agreed
- 7 Agreed
- 8 Agreed However as a matter of FACT the Complainant appeared and was the only party to the matter sworn in during the hearing. FACT The complainant was not allowed to give testimony during the phone hearing due misconduct by the ALJ, the unfairness against the Complainant by the ALJ during the hearing and the unfair manner, corruption, misconduct, retaliation and bias from the ALJ in the corrupt manner the ALJ conducted the hearing against the Complaint. Refer to recorded record and complainants' pleadings.
- 9 Agreed See the Commission' Opinion and Oder dated October 19, 2024 Exhibit C.
- 10 Agreed.
Page 5.
- 11 Agreed. After the required deadline.
- 12 Agreed.
- 13 Agreed.
- 14 Agreed in Part. See No.8 Reply Answer of page 5, see 2nd set of Exceptions on Remand.
- 15 Agreed. see reply answer to no 14 above of page 5.
- 16 Agreed and denied. See page 3 paragraph 3 of complainant's 2nd set of Exceptions.
- 17 Agreed at the request of the complaint due to more corruption and misconduct see Reply answer above no. 16 of page 5 and refer to the recorded record.
- 18 Agreed and denied. See Reply answer no 8 above of page 5 refer to the record see compliant 2nd set of Exceptions with Exhibits. A fair hearing Is a Fundamental Right Governed by Law in Due Process the law to continue with a unfair hearing taints the *out come of the Hearings, Verdicts, Decisions, Proceedings etc*

19 Agreed and denied. The Complaint requested several times on the record the hearing be adjourn and raised the issues in the hearing the ALJ was being unfair to her in the hearing the Complaint request a fair and hearing be conducted In a orderly in a fair manner and if not the hearing should be adjourned and ALJ recuses herself or adjourn the hearing because she cannot be fair and unbiased due to her misconduct and behavior during the hearing. The ALJ refused to provide the Complainant with a fair. Hearing. The ALJ refuse to adjourn the hearing because of her misconduct and behavior in the hearing. So the Complainant was forced to leave the hearing due to the misconduct by the ALJ Arlene Asthon. The Complainant never abandoned the hearing and was present in sworn in at the hearing, and presented her Exhibits to the record but was denied the right to give her testimony and plead and present her case on the foreign load ^{ack} knowledge by the property owner Ryan Wagner and Delval Realty and Property Management there was a foreign load at the property 927 Coates Street in Sharon Hill Pa 19079, submitted as evidence to record during the hearing by the Complainant, and submitted originally via email on April 26, 2024 to the ALJ and Kadajah Scoot of Peco Energy Company. Refer to the recorded record.

Page 6

- 20 No response is needed However the Complainant will not engage in an unfair tainted hearing.
- 21 No response needed see reply answer to 20 and 19 of this page.
- 22 See responses above and Complaint 2nd set of Exceptions. You cannot persecute case If a moving party is denied access to a fair hearing and due process under the Constitutional Law in Violation of the Constitutional Amendments of misconducts by the presiding ALJ. Objection:
- 23 No response needed See reply no 8, and all the above.

The Discussion

Paragraphs 1 and 2 do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

Page 7

Paragraphs 1 do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

Paragraphs 3 to 5 do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

Agreed and denied. Paragraphs 3 do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge. Paragraphs 1 and 2 do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

Page 8

Paragraphs 1 to 4 Denied. And do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

The conclusion

1. No reply needed.
2. Objection and denied, refer to the recorded record.
3. Do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.
4. Objection and denied. Refer to the recorded record.

Do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

Now Comes the Tainted Unfair ORDER

The Order do not apply to this matter Objection to the Order: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

1. Objection and The Complainant Vanee Flowers, request her Exceptions be Granted and that the Motion of Peco Energy Company be DENIED and Dismissed.
2. Objection Complainant request the formal complaint of the Complainant be Granted in favor of the complainant Vanee Flowers
3. Objection and The Complainant request the Docket No F- 2023 -3037961 be Granted in favor of the Complainant Vanee Flowers.

The PUC, The Public Utility Commission, The Commission, reversed and remanded The Initial Decision issued on of Administrative Law Judge Arlen Ashton on October 19, 2023 based on their review of the record, we shall hold in abeyance our consideration of the Exceptions and Replies thereto currently pending before us and remand this matter to the OALJ for the limited purpose of addressing the Complainants foreign load claim in this proceeding, consistent with this Opinion and Order.

THEREFORE,

IT IS ORDERED:

That the Commission's consideration of the Exceptions filed by Vanee Flowers on August 03, 2023, to the Initial Decision of Administrative Law Judge Arlene Ashton issued at Docket No. F-2023-3037961 and Reply Exceptions filed by Peco on August 18, 2023 field after the required deadline will both parties Exceptions will be held in abeyance consistent with this Opinion and Order, and that the matter shall be remanded to the Office of Administrative Law Judge for such further proceedings, as deemed necessary, and an appropriate resolution.

Conclusion

The ALJ erred by failing to grant the Complainant Vanee Flowers a fair Hearing and Due Process to a Fair hearing under the Pennsylvania and United States Constitution.

The Complaint Vanee Flowers Request this Honorable Commission Uphold it decisions with consideration of the August 03, 2023 1st of Exception filed by Vanee Flowers Heald in Abeyance be Granted Favor of the Complainant Vanee Flowers, and this 2nd set of Exceptions filed and served on the parties be Granted in Favor of the Complaint Vanee Flowers, who was denied a fair hearing on May 01, 2024 at 10:00am by Administrative Law Judge Presiding Judge over the hearing ALJ Arlene Ashton on remand and reject The Administrative Law Judge Arlen Asthon Oredor issued August 19, 2024 for reason stated in my Exception to the PUC Commission and Pleadings and the recorded record.

Please Grant remedy the Complainant request in her complaint ant exhibit and in the Exception form Vanee Flowers to the Commission.

Respectfully Submitted,


By: Vanee Flowers, The Complainant, Pro se

Date: September 07, 2024

VERIFICATION

I Vanee Flowers, the complainant hereby state that the facts above set forth 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. § 4904 (relating to unsworn falsification to authorities).

Date: **September 08,2024**

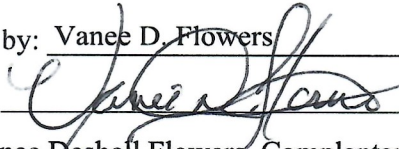


Signature:

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Vanee D. Flowers

Signature:  9/8/2024

Name: Vanee Deshell Flowers, Complantant

Attorney No. (if applicable): Pro se

CERTIFICATE OF SERVICE

I hereby certify that I have this day **September 08, 2024** served a true copy of the foregoing documents of EXCEPTIONS with exhibits upon the parties, listed below, in accordance with the requirements of §1.54 by way of certificate of service accompanying an electronic filing filed electronically on the Commission's electronic file filing system.

Service To: The Commission's electronic file filing system
Via the Commission's service filing system, a courtesy copy electronic emailed to ra-OSA@pa.gov
Served the Secretary of the Commission - Rosemary Chiavetta
Commission's Office of Special Assistants (OSA)
Commonwealth Of Pennsylvania- Pennsylvania Public Utility Commission
Commonwealth Keystone Building 400 North Street
Harrisburg, Pennsylvania 17120

Service To: The Commission's electronic file filing system
Pmcneal@pa.gov
Served the Administrative Law Judge - Arlene Asthon
Commonwealth Of Pennsylvania- Pennsylvania Public Utility Commission
Commonwealth Keystone Building 400 North Street
Harrisburg, Pennsylvania 17120

Service To: The Commission's electronic file filing system
Kadijah.Scott@axeloncorp.com
Kadijah Scott Counsel for PECO Energy Company
PECO Energy Company
2301 Market Street
Philadelphia, Pa 19103

Date: **September 08, 2024**

EXCEPTIONS 2ND SET


BY: Vane D. Flowers, Pro Se
1101 Hook Road Apt 305
Sharon Hill, Pa 19079
Email: vaneedflowers@yahoo.com
Phone 484-494-1177
The Complainant

EXHIBITS

A-E

2ND SET OF EXCEPTIONS TO THE
COMMISSION

BY

VANEE FLOWERS

THE

COMPLANANT

Total of 154 Pages, In Total including this page.

(In addition to 2nd set of exceptions
of Vanee Flowers Complaint Pw Se, 12 pages in Total
9/08/2004)

Exhibits

A-1

2ND SET OF EXCEPTIONS

BY

VANEE FLOWERS,

COMPLANTANT

TO THE COMMISSION

SERVED

SEPTEMBER 08, 2024

FOR INITIAL DECISION

ISSUED AUGUST 19, 2024

BY ADL: ARLENE ASHTON

From:

Vanee D. Flowers, Complainant, Pro Se

1101 Hook Road Apartment 305

Sharon Hill, Pa 19079

Email: **vancedflowers@yahoo.com**

Phone: 484-494-1177

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BCS #. 3866604: Docket #: F-2023-3037916

ON REMANDED back to the Office of Administrative Law Judge Arlen Aston for such further proceeding as deemed necessary, and a fair and appropriate resolution

Public Meeting was held October 19, 2023 BY the Commission with Opinion and Order Dated:

October 19, 2023: The Commission Present: were Stephen M. DeFrank, Chairman, Kimberly

M. Barrow, Vice Chair, Ralph V. Yanora., Kathryn L. Zerfuss, John F. Coleman, Jr.

signed by, Rosemary Chiavetta, Secretary for the PUC Commission, for consideration and

disposition of the 1st set of Exception of Vanee Flowers filed on August 03, 2023 from Initial decision dated July 14, 2023 from April 12, 2023 10:00 am telephone hearing conference, by ALJ

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- 2 Agreed
- 3 Agreed to a property with an illegal electrical wiring hookup **foreign load** the landlord owner admits to it in civil action pleadings filed
- 4 Agreed and a Civil action against the Owners and landlords
- 5 Agreed and denied. Complaint filed and served responses in reply to Pecos answers to the complaint's complaint and the ALJ who refused to admit them to the record due to her bias \retaliatory behavior, and misconducted by the ALJ during the telephone hearings on April 12, 2023 and May 01, 2024 hearings, Kadijah Scott asked her not to allow them as part of the record.
- 6 Agreed
- 7 Agreed
- 8 Agreed However as a matter of **FACT** the Complainant appeared and was the only party to the matter sworn in during the hearing. **FACT** The complainant was not allowed to give testimony during the phone hearing due misconduct by the ALJ, the unfairness against the Complainant by the ALJ during the hearing the and the unfair manner, corruption, misconduct, retaliation and bias from the ALJ in the corrupt manner the ALJ conducted the hearing against the Complaint. Refer to recorded record and complainants' pleadings.
- 9 Agreed See the Commission' Opinion and Oder dated October 19, 2024 Exhibit C.
- 10 Agreed.
Page 5.
- 11 Agreed. After the required deadline.
- 12 Agreed.
- 13 Agreed.
- 14 Agreed in Part. See No.8 Reply Answer of page 5, see 2nd set of Exceptions on Remand.
- 15 Agreed. see reply answer to no 14 above of page 5.
- 16 Agreed and denied. See page 3 paragraph 3 of complainant's 2nd set of Exceptions.
- 17 Agreed at the request of the complaint due to more corruption and misconduct see Reply answer above no. 16 of page 5 and refer to the recorded record.
- 18 Agreed and denied. See Reply answer no 8 above of page 5 refer to the record see compliant 2nd set of Exceptions with Exhibits. A fair hearing Is a Fundamental Right Governed by Law in Due Process the law to continue with a unfair hearing taints the

19 Agreed and denied. The Complaint requested several times on the record the hearing be adjourn and raised the issues in the hearing the ALJ was being unfair to her in the hearing the Complaint request a fair and hearing be conducted In a orderly in a fair manner and if not the hearing should be to be adjourned and ALJ recuses herself or adjourn the hearing because she cannot be fair and unbiased due to her misconduct and behavior during the hearing. The ALJ refused to provide the Complainant with a fair. Hearing. The ALJ refuse to adjourn the hearing because of her misconduct and behavior in the hearing. So the Complainant was forced to leave the hearing due to the misconduct by the ALJ Arlene Asthon. The Complainant never abandoned the hearing and was present in sworn in at the hearing, and presented her Exhibits to the record but was denied the right to give her testimony and plead and present her case on the foreign load knowledge by the property owner Ryan Wagner and Delval Realty and Property Management there was a foreign load at the property 927 Coates Street in Sharon Hill Pa 19079, submitted as evidence to record during the hearing by the Complainant, and submitted originally via email on April 26, 2024 to the ALJ and Kadijah Scoot of Peco Energy Company. Refer to the recorded record.

Page 6

- 20 No response is needed However the Complainant will not engage in an unfair tainted hearing.
- 21 No response needed see reply answer to 20 and 19 of this page.
- 22 See responses above and Complaint 2nd set of Exceptions. You cannot persecute case If a moving party is denied access to a fair hearing and due process under the Constitutional Law in Violation of the Constitutional Amendments of misconducts by the presiding ALJ. Objection:
- 23 No response needed See reply no 8, and all the above.

The Discussion

Paragraphs 1 and 2 do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

Page 7

Paragraphs 1 do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

Paragraphs 3 to 5 do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

Agreed and denied. Paragraphs 3 do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge. Paragraphs 1 and 2 do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

Page 8

Paragraphs 1 to 4 Denied. And do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

The conclusion

1. No reply needed.
2. Objection and denied, refer to the recorded record.
3. Do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.
4. Objection and denied. Refer to the recorded record.

Do not apply to this matter Objection: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

Now Comes the Tainted Unfair ORDER

The Order do not apply to this matter Objection to the Order: No reply needed when the complainant the moving party is denied a fair hearing and her civil rights have been violated during a hearing proceeding by the presiding judge.

1. Objection and The Complainant Vanee Flowers, request her Exceptions be Granted and that the Motion of Peco Energy Company be DENIED and Dismissed.
2. Objection Complainant request the formal complaint of the Complainant be Granted in favor of the complainant Vanee Flowers
3. Objection and The Complainant request the Docket No F- 2023 -3037961 be Granted in favor of t the Complainant Vanee Flowers.

The PUC, The Public Utility Commission, The Commission, reversed and remanded The Initial Decision issued on of Administrative Law Judge Arlen Ashton on October 19, 2023 based on their review of the record, we shall hold in abeyance our consideration of the Exceptions and Replies thereto currently pending before us and remand this matter to the OALJ for the limited purpose of addressing the Complainants foreign load claim in this proceeding, consistent with this Opinion and Order.

THEREFORE,

IT IS ORDERED:

That the Commission's consideration of the Exceptions filed by Vane Flowers on August 03, 2023, to the Initial Decision of Administrative Law Judge Arlene Ashton issued at Docket No. F-2023-3037961 and Reply Exceptions filed by Peco on August 18, 2023 filed after the required deadline will both parties Exceptions will be held in abeyance consistent with this Opinion and Order, and that the matter shall be remanded to the Office of Administrative Law Judge for such further proceedings, as deemed necessary, and an appropriate resolution.

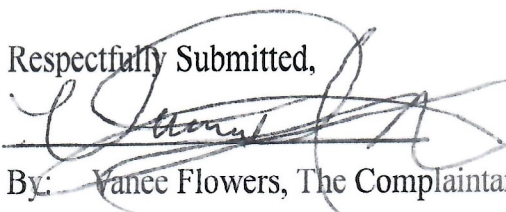
Conclusion

The ALJ erred by failing to grant the Complainant Vane Flowers a fair Hearing and Due Process to a Fair hearing under the Pennsylvania and United States Constitution.

The Complaint Vane Flowers Request this Honorable Commission Upholder it decisions with consideration of the August 03, 2023 1st set of Exception filed by Vane Flowers Heald in Abeyance be Granted Favor of the Complainant Vane Flowers, and this 2nd set of Exceptions filed and served on the parties be Granted in Favor of the Complaint Vane Flowers, who was denied a fair hearing on May 01, 2024 at 10:00am by Administrative Law Judge Presiding Judge over the hearing ALJ Arlene Ashton on remand and reject The Administrative Law Judge Arlen Asthon Oreder issued August 19, 2024 for reason stated in my Exception to the PUC Commission and Pleadings and the recorded record.

Please Grant remedy the Complainant request in her complaint ant exhibit and in the Exception form Vane Flowers to the Commission.

Respectfully Submitted,


By: Vane Flowers, The Complainant, Pro se

Date: September 07, 2024

VERIFICATION

I Vanee Flowers, the complainant hereby state that the facts above set forth 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. § 4904 (relating to unsworn falsification to authorities).

Date: **September 08,2024**



Signature:

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Vance D. Flowers

Signature:  9/8/2024

Name: Vance Deshell Flowers, Complantant

Attorney No. (if applicable): Pro se

CERTIFICATE OF SERVICE

I hereby certify that I have this day **September 08, 2024** served a true copy of the foregoing documents of EXCEPTIONS with exhibits upon the parties, listed below, in accordance with the requirements of §1.54 by way of certificate of service accompanying an electronic filing filed electronically on the Commission's electronic file filing system.

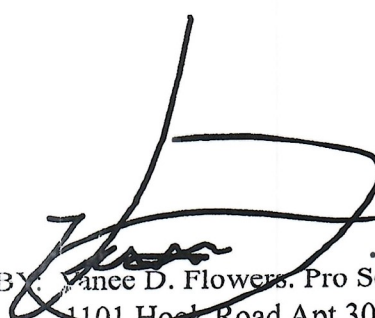
Service To: The Commission's e file filing system
Via the Commission's service filing system, a courtesy copy electronic emailed to ra-OSA@pa.gov
Served the Secretary of the Commission - Rosemary Chiavetta
Commission's Office of Special Assistants (OSA)
Commonwealth Of Pennsylvania- Pennsylvania Public Utility Commission
Commonwealth Keystone Building 400 North Street
Harrisburg, Pennsylvania 17120

Service To: The Commission's e file filing system
Pmcneal@pa.gov
Served the Administrative Law Judge -Arlene Asthon
Commonwealth Of Pennsylvania- Pennsylvania Public Utility Commission
Commonwealth Keystone Building 400 North Street
Harrisburg, Pennsylvania 17120

Service To: The Commission's e file filing system
Kadijah.Scott@axelonecorp.com
Kadijah Scott Counsel for PECO Energy Company
PECO Energy Company
2301 Market Street
Philadelphia, Pa 19103

Date: **September 08, 2024**

EXCEPTIONS 2ND SET


BY: Vance D. Flowers, Pro Se
1101 Hook Road Apt 305
Sharon Hill, Pa 19079
Email: vaneedflowers@yahoo.com
Phone 484-494-1177
The Complainant

Exhibits

A-2

1ST SET OF EXCEPTIONS

BY

VANEE FLOWERS,

COMPLANTANT

TO THE COMMISSION

SERVED

AUGUST 03, 2023

FOR INITIAL DECISION

ISSUED JULY 14, 2023

BY ADL: ARLENE ASHTON

From:

Vanee D. Flowers, Complainant, Pro Se

1101 Hook Road Apartment 305

Sharon Hill, Pa 19079

Email: vaneedflowers@yahoo.com

Phone: 484-540-8395

August 01, 2023

Ref to: VANEE FLOWERS, Pro se V. PECO ENERGY COMPANY

Heard by the Pennsylvania Public Utility Commission

BCS #. 3866604: Docket #: F-2023-3037916

Hearing Before Assigned Administrative Law Judge

Arlene Aston

April 12, 2023 @ 10:00 a.m

Telephone Hearing Confrence

“EXCEPTIONS OF (Vanee Flowers), Pro se Protestant-Complaint”- To the Commission

Sent electronic via e file eServer to:

OSA@pa.gov .

and curtesy copy sent via electronic email to: ra-

TO: Rosemary Chiavetta- Secretary, Commission's Office of Special Assistants (OSA)
Commonwealth of Pennsylvania, The Pennsylvania Public Utility Commission, Commonwealth
Keystone Building, 400 North South Street, Harrisburg, Pennsylvania 17120

Sent electronic via e file eServer to: and curtesy copy sent via electromatic email to:

TO: Arlene Ashton- PUC Administrative Law Judge

Commonwealth of Pennsylvania, The Pennsylvania Public Utility Commission,
Commonwealth Keystone Building, 400 North South Street Harrisburg, Pennsylvania 17120

Sent electronic via e file eServer

TO: Khadijah.Scott@exeloncorp.com

Khadijah Scott Counsel for Peco Energy Company
2301 Market Street, Philadelphia, Pa 19103

**“EXCEPTIONS” OF VANEE FLOWERS, Pro se THE PROTESTANT AND
COMPLAINANT TO THE COMMISSION**

I Vanee Flowers, Pro se disagree with the Decisions of The Formal complaint that violates, The Administrative Law Judge Arlene Aston was Bias towards and against the complainant Vanee Flowers throughout the entire hearing and was very unfair, unjust and denied her due process and violated her Civil Rights towards the complainant. **§ 1.96. Unofficial statements and opinions by Commission personnel, by providing unofficial statements and opinions to the initial decision dated July 14, 2023** for a recorded telephone conference hearing on the record were Vanee Flowers, Pro Se the complainant v PECO Energy Company Case Before The Pennsylvania Public Utility Commission’s presided over by the assigned Administrative Law Judge Arlene Asthon, with court reporter, Mr. Brandon Magness, Kadajah Scott Council for PECO Energy Company who never provided myself or the Commission her entry of appearance PECO Energy Company, and the witness Ms. Anna Mae Migliaccio of PECO Regulatory Department who I was not allowed to cross examine due to the telephone hearing being stopped, interrupted and muted by a several times by Arlene Asthon abruptly for no apparent reason who acted more like the lawyer for the attorney. Scott and her witness Ms Migliaccio as well as the jury and the prosecutor I this case it was a very unfair case and the judge was bias while denying the complaint the chance to properly prove plead and give cross examine the witness, offer exhibits including my answers to the respondent answers to my formal complaint served on the respondent and the PUC and Peco dated February 17, 2023 see page 2 second paragraph denied and not allowed to enter them as exhibits and evidence due to bias from judge this issue was raised on the record by the complainant. On page two paragraph 5 complainant on the record offered more than 4 exhibits on the recorded more Bias. The complaint response to Peco answers to my formal complaint was served via PUC e file and email to Peco Energy Company responses to my formal complaint and not allowed to cross examine the witness, the presiding judge would not allow me to complete my testimony on my behalf for the record, and while I was attempting to cross examine the witness for testimony she gave regarding the fact she did not ever speak to me directly when in her testimony she stated she spoke to me directly, and when I attempted to cross

examine her she conceded stating she never spoke to me directly regarding my numerous complaints to PECO for an investigation into the illegal hook up of the electrical services for 927 Coates Street involving # 2 of the second floor previous unit I resided from February 01, 2020 to December 01, 2022, for PECO Electric and Gas Account that begin January 31, 2020 for the transferred account number transferred from account number for address 329 Beverly Blvd. Apt A Upper Darby, Pa 19082blic, do not have the force and effect of law or legal determinations, and are not binding upon the Commonwealth or the Commission. Administrative Law Judge should be Disbarred as a Judge for violation and denial of the Civil Rights of the complaint rejection of due Process due to the Pro se litigant Vanee Flowers

Authority

The provisions of this § 1.96 amended under the Public Utility Code, 66 Pa.C.S. § § 501, 504—506, 1301 and 1501.

Source

The provisions of this § 1.96 adopted October 12, 1984, effective January 1, 1985, 14 Pa.B. 3819; amended January 24, 1997, effective January 25, 1997, 27 Pa.B. 414. Immediately preceding text appears at serial page (215934).

Cross References

This section cited in 52 Pa. Code § 63.222 (relating to expedited process for resolution of migration disputes between service providers); and 52 Pa. Code § 69.1401 (relating to guidelines for determining public utility status—statement of policy).

I Vanee Flowers denies, the initial decision made denying the complainants formal complaint that she did not meet her burden of proving that the respondent erred in transferring the balance from her account to her current account. The pro se complaint Vanee Flowers did meet her burden of proof and did establish that Peco Energy Company did erred and did violate the Public Utility Code by failing to respond to the complaint request for and investigation to be conducted at the premises of 927 Coates Street for illegal electricity hook up of her apartment breaker box being located in the common areas of the basement in not in her apartment in a multi rental unit dwelling with to or more apartment units in the building were the electrical services is established in the complainants name and account but are located in the common areas of the building were the complainant pays for the electricity for the common areas do to illegal electrical wiring were the

complainant did not have access to her electrical breaker box supplying electricity to those common areas were the complaint is paying for electricity that is used for the were the owner should be paying for the lighting for those common areas of the property and not the tenant/complainant. Complainant requested made several request to Peco to come do an investigate into the matter and not having access to her breaker box that should be inside her unit in not in the common areas were the accounts in the complainants name for that issue along with request of an investigation into issues of flickering lights, overheating of appliances microwave s overheating and catching fire ,and overheating and melting the appliances, appliances not turning off, overload of electrical current, and two much electrical current coming into the unit from the outside pole when inspected by RCN my cable company at the time, with numerous complaints and call about to Peco Energy Company for an investigation.

Peco Eered by not responding or investigating the complaints and the issues in the above matter. Complainant also met her burden of proof when she gave what little testimony she wasn't allowed to give without being interrupted by the bias administrative law judge presiding over the case and I was stopped when giving my testimony and evidence to prove my case at the hearing and her submitted written responses to Peco Energy Company to the Complainants Formal Complaint served on the PUC e file by proving Peco erred in transferring electricity from 329 Beverly Blvd. Apartment A Upper Darby Pa 19082. For account number when that transferred to the 927 Coates Street 2nd Floor unit in Sharon Hill Pa 19079 when complainant requested Peco come out to investigate illegal hook up of electrical services for the illegally charging the account holder the complainant for electricity where she lived in apartment of a multi-family dwelling apartment building units were the electric breaker box was in the basement of the common areas. Peco Energy Company came out and investigated for the same issues at a previous address and told the owner he was in violation in to put the electricity into the complainants name he had to correctly re wire the electrical system and supply the complaint/tenant electrical breaker box to her unit and for it to remain in the common areas it had to be put into the owner's name to make it legal. The owner followed Peco Energy recommendation to avoid being fined for violation in the electrical wiring throughout the entire building and violations, and the electrical services and Peco account was taken out of the complainant/tenant's name and account and all previous electrical balances was paid off and reimburse to the complaint by the property owner. The account number for that Peco Energy electrical accout is 4950-664112 and 4950-684149, and was transferred to the 927 Coates Street 2nd floor address on January 31, 2020. As testified by Ms Migliaccio of Peco Regulatory Department who was never sworn in before giving her

testimony that was raised by the complainant but the complainant was sworn in ho is poor and a black female and the witness was white female. The judge was Bias.

She gives unofficial information in her decision the decision handed down is not signed by the law judge. She states in her foot notes on page that the inspection performed by McWright HUD Inspection inspected at the unit on October 14, 2022, November 14, 2022, Failed All Hud Inspections Due Electrical Issues and several other unfair unsafe housing living conditions including Peco failure to investigate the very issues that failed the numerous Hud McCreight Standard of living housing inspections.

Page 3 No. 5. Denied. Peco never came out to investigate because of a storm that did not happen and if Peco would have come arrangements would have been made by the Property Manager Del Val to grant access to the common area were the complaint electrical breaker box was housed.

Page 2 paragraph 4 denied. Complaint never received the order on March 09, 2023 of a prehearing order.

Page 3 number 6 Admitted. Complainant made numerous calls to Peco Energy Company prior September 22, 2022.

Page 3. No. 7 Denied in part admitted in part see above response.

Page 3. No. 8. Denied.

Page 3. No. 9. Denied. Complaint reached out to Peco on several attempts to reschedule for them to come out to investigate from the initial Appointment canceled due to the so-called storm but I received no response in the matter or help from Peco Energy Company.

Page 3 No. 10. Denied. Peco never came out or attempted to come out to do the investigation if I had access to the electrical breaker box and common area or not. Peco Energy Company failed to act and investigate.

Page 4. No. 11. Denied. Peco was never at the Property to investigate the issues in my complaint. It never happened that is a Lie.

Page 4. No. 12. Denied. See above responses.

Page 4. No. 13. Admitted. TIME TO MOVE OUT OF THE ILLEGAL DUMP!

Page 4. No. 14. No response needed.

Page 4. No. 15. Admitted.

Page 4. No. 16. No responses needed.

The discussion from page 4 to 6 deserves no answer if you were not given a fair hearing and bias is at the heart of the matter at hand. The result is no due process in violation of the complainant civil rights that was raised during the hearing on the record by the complainant on the recorded record.

Page 7 Foot notes 17, Complainant Exhibits a The HUD Inspection by Mcgright on April 29, and May 27, 2022 McCright Event Id No CG4NZZ Annul Hud Inspection and both inspection FAILED INSPECTION due failed repairs bedroom floors left center floor level there are areas of rotted or spongy flooring. Floor rotted under carpet.

Page 7 Footnote 18, Exhibit Aat 2-8 show Glory to God is listed on court record as the name under ownership and the 1-page front copy of the lease and signed documents show Ryan Wagner as owner and landlord and DelVal Realty and Property Management INC. aka Del Val Property Management, the landlords, owners, brokers, agents and property manager signed as the owners' landlords and property managers a private home and not a church.

Page 7 Footnotes 19, All Hud Inspections listed electrical issues and failures that all failed Hud Inspection and reinspection including the 3 Sharon Hill Borough Inspection for electric Being in the tenants Peco account for electric being supplied to the common areas were the complainant electrical breaker box is housed in the common areas for her apartment unit. See Mcwright reports as exhibits.

The December Hud inspection failed due to the heating system gas and electric heater and electric system did not work.

Page 8 paragraph 2 Denied. Complainant did provide testimony and evidence that did support here allegation raised in her complaints to Peco and her Formal complaint and hearing and informal complaint included her answers to Peco 's

responses to her formal complaint. And in her testimony and cross examination of the witness. It is not fair when you are not given the proper chance and or due process to plead case when the judge is bias in every way in you are not allowed to plead your case. I also have a recording of the entire proceedings so there for,

Page 9. is Denied. And

Page 10. Is Denied also.

THEREFORE,

This Concludes my EXCEPTIONS, To the Commission, by Ms, Vanee D. Flowers in this matte and asked that My Exceptions be accepted, submitted, considered and preserved. Before this Commission.

Submitted,

Date August 01, 2023


Vanee D. Flowers, Pro Se, Complainant

1101 Hook Road Apt. 305

Sharon Hill, Pa 19079

Email: vaneedflowers@yahoo.com

Phone 484-450-8395

VERIFICATION

I Vanee Flowers, the complainant hereby state that the facts above set forth 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. § 4904 (relating to unsworn falsification to authorities).

Date: August 03, 2023



Signature:

CERTIFICATE OF SERVICE

I hereby certify that I have this day on August 03, 2023, served a true copy of the foregoing documents of EXCEPTIONS with exhibits upon the parties, listed below, in accordance with the requirements of §1.54 by way of certificate of service accompanying an electronic filing filed electronically on the Commission's electronic file filing system.

Service To: The Commission's e file filing system
Via the Commission's service filing system, a courtesy copy electronic emailed to ra-OSA@pa.gov
Served the Secretary of the Commission - Rosemary Chiavetta
Commission's Office of Special Assistants (OSA)
Commonwealth Of Pennsylvania- Pennsylvania Public Utility Commission
Commonwealth Keystone Building 400 North Street
Harrisburg, Pennsylvania 17120

Service To: The Commission's e file filing system
Pmcneal@pa.gov
Served the Administrative Law Judge -Arlene Asthon
Commonwealth Of Pennsylvania- Pennsylvania Public Utility Commission
Commonwealth Keystone Building 400 North Street
Harrisburg, Pennsylvania 17120

Service To: The Commission's e file filing system
Kadijah.Scott@axeloncorp.com
Kadijah Scott Counsel for PECO Energy Company
PECO Energy Company
2301 Market Street
Philadelphia, Pa 19103

Date: August 03, 2023


BY: Vance D. Flowers, Pro Se
1101 Hook Road Apt 305
Sharon Hill, Pa 19079
Email: vaneedflowers@yahoo.com
Phone 484-540-8395
The Complainant

Exhibits 1 of 2 Exhibits

Exhibits NO. 1 The recorded record. Along with all preserved documents provided by the Complainant.

Exhibit 2 of 2 Exhibits

The Complainant response to the Respondents Answers to the Complainant Formal Complaint.

February 21, 2023

COVER PAGE

From:

Vanee Flowers

BCS# 3866604

Docket Number: F-2023-3037961

To: ARLENE ASHTON- PUC, ADMINISTRATIVE LAW JUDGE,

The Pennsylvania Public Utility Commission

Commonwealth of Pennsylvania

RA-PCESERVE@pa.gov

To:

Khadijah.Scott@exeloncorp.com

Khadijah Scott Counsel for Peco Energy Company

Peco Energy Company

2301 Market Street S23-4

Philadelphia, Pa 190103

RE: APPEALLEE ANSWERS TO RESPONSE PECOANSWERS TO VANEE
FLOWERS FORMAL COMPLAINT

Docket No.: F-2023-2027961- BCS #: 3866604

TOTAL PAGES INCLUDEDING THIS PAGE TOTAL IS **17 PAGES.**

THE PENNSYLVANIA PUBLIC UTILITY COMMISSION
v,
PECO EENERGY COMPANY
BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

VANEE FLOWRS	:	
Complainant/Appellee	:	
V.	:	Docket NO. F-2023-3037961
	:	
PECO ENERGY COMPANY	:	BCS # 3866604
Respondent/Appellant	:	

ANSWER OF APPEALLEE VANEE FLOWERS
TO PECO ENERGY COMPANY ANSWERS TO APPEALEE FORMAL COMPLAINT

Now comes the appellee/complainant, VANEE FLOWERS, in this Formal Complaint, known also as the Peco Energy account holder, Objects to PECO Energy Company (Peco Energy), the Respondent being served a formal complaint in the above caption docket Pursuant to 52 Pa. Code §5.61, on JANUARY 31, 2022, of their answers filed. Objection and denied by the complainant Vanee Flowers to the above respondent's statement answer.

1. Objection. No response needed from complainant, However, the account number

58873-69043 in the account holders name for new service address 1101 Hook Road Apt. 305 Sharon Hill, Pa 19079 with a connected account number 30704-23169 for service address 927 Coates Street, Sharon Hill, Pa 19079 unit #2 also with complainant as the account holder for electric in gas service.

2. Objection. No response needed from complainant. However, the account number 30704-23169 at the 927 Coates Street service address in the complainant's name for electric and gas service for unit 2 has two addition connected PECO Energy account number in the account holders the complaints name for Peco Energy account number #1. 4950-604112 for electric and gas with the electricity put in the complainant's name by PECO and then later being removed from the account holders name the complainants due to investigation opened at the request of the complainant to PECO Energy Company, and by HUD representatives due to the illegal electrical wiring, and gas heating, vs common areas and apartment units, not having the electrical breaker box in the account holder's apartment unit. and having the electrical breaker box for the account holder's unit in a common area and the account holders gas heat being used for the hallways and stairwells of the common areas at that location and for not having the Electrical Breaker Box in the account holder's apartment billed to the owner also by PECO at the service addressee of 329 Beverly Blvd. Apt. A Upper Darby, Pa 19082 service address. The electricity was for no electrical breaker box located in the apartment of the utility service account holder, and account number #2.) 4950684149 for an illegal hook up of gas in the account holders name and not the electricity both of these Peco accounts were in the complaint name as the account holder at the PECO service address located at 329 Beverly Blvd. Apt. A Upper Darby, Pa 19082. Complainant opened an investigation and Peco Energy scheduled an appointment for a PECO Energy Company Representative to come out and investigate the breaker box issue and utilities

hookup for complainant apartment unit and the utilities connected to the common areas hook up to her peco energy account that Peco was charging the appellee for. The appointment was scheduled a Peco representative did come out to that service address, and did investigate the issues at the complainant's request. The Findings were all electrical services in the account holder's name for that unit was taken out of the complainants name and address and paid for by the property owner and put in the property owners name and address vs rewiring the electricity for the entire property for both apartments to equipped and make legal accessible electrical breaker boxes located and both apartments units in order for the electricity to be put into the tenants names, and rewiring of the main breaker for the property's common areas wired in the basement for common areas throughout the property to be placed in the owner of the property name and account and not the complainants name.

3. Complaint objects to no. 3 answer of Peco Energy response to complainants' formal complaint. See above complaint above answer to no. 1 and 2 of this objection and answers along with filed formal complaint no. 1,2, 3, 4, 5, 6, 7, a, b, c, 8, 9, 10, and attachments filed and included with the formal complaint.

4. Complaint objects to, and denies no. 4, answer of Peco Energy response to formal complainants. See complaint response answers above answer to no 3 of this replay answer with objections. Pecos exhibits 1 and 2 do not verify the initial start date of account service dated back to January 31, 2020 and the move in date of February 01, 2020 in their answers as stated in paragraphs 1 and 2 of their answer to no. 4. Complaint continued to have service at that address up till November 30, 2022. of her official move out date, and illegal lock out by the property owner Ryan Wagner at 5:34 p.m. On November 30, 2022

Paragraph 2 denied in part.

Paragraph 3 denied in part.

Paragraph 4 denied in part.

Paragraph 5 denied.

Paragraph 6 denied. Vanee Flowers waited on the Peco representative who never showed up at the service address. Peco Energy Company's representative failed to come out to the service address of 927 Coates Street unit 2 of the 2nd floor apartment scheduled appointment to investigate no breaker box in tenant unit, no access to her breaker box located in another tenant's apartment on the 1st floor unit, and for the utilities electric and gas in her complainants name, for flickering lights in her unit, an overload of electricity, overheating of electricity, and electrical appliances, ongoing power outages in her apartment unit and illegal utilities wiring for her unit in the account holder name. Peco failed to show up, investigate or respond to complainants' complaints reported to Peco Energy Company regarding her utility account at that service address. It is not complaint's fault Peco Energy failed to act on the reported complaint involving the account holders' utilities electric and gas in the account holder's name. Peco is at fault, and is supposed to respond to power outages and complaints regarding issues with problems describe by the account holder during the time service was in the account holders name. These issues were report in October, September, and again in November of 2022. Peco did nothing but play tag your it, instead of addressing the issues reported to them. Peco Energy is at fault as well as the property owner and should be held liable.

5. Complaint objects, and denies no. 5 answer of Peco Energy response to complainants

formal complaint. See above complaint answers to no. 1, 2, 3, and 4, of the objections and answers along with complainants filed formal complaint BCS 3866604 no. 1, 2, 3, 4, 5, 6, 7, a, b, c, 8, 9, 10, and attachments filed with, and included with the formal complaint.

Request for relief to the complainant/appellee is due to the complainants above complainant response. Peco already conceded in the email letter to complainant dated February 16, 2023 of an offer already on my account from a month ago added to my current bill I received to send via email attached to this complainant responses

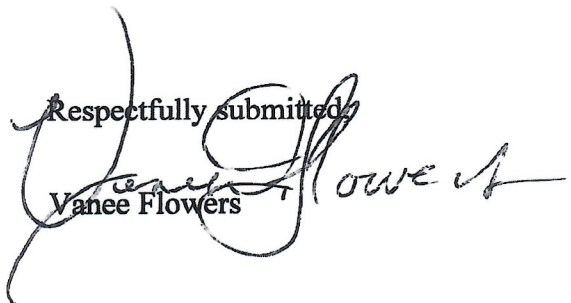
6. No response needed by the complainant.
7. No response needed by the complainant.
8. No response needed by the complainant.
9. No response needed by the complainant. However, complainant

objects to the respondent Peco Energy verification attached to their answers violates penalties of Pa. C.S. §4904 pertaining to false statements to authorities given in their answers to the formal complaint.

10. No response needed by the complainant.

WHEREFORE, Vanee Flowers the complainant respectfully requests that your Honorable Commission grant remedy in this matter in the favor of the complainant Vanee Flowers, as requested in her Formal Written Complaint filed in the matter before this Pennsylvania Public Utility Commission and kindly schedule a hearing date.

Date: February 21, 2023

Respectfully submitted,

Vanee Flowers

THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

v,

PECO EENERGY COMPANY

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

VANEE FLOWRS

Complainant/Appellee

v.

PECO ENERGY COMPANY

Respondent/Appellant

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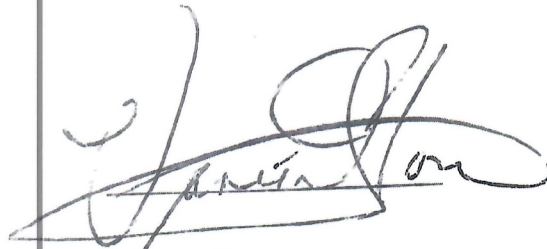
Docket NO. F-2023-3037961

BCS # 3866604

VERIFACATION

I, Vanee Flowers, the complainant hereby, declares that a true and correct copy of the complaints response to the formal complaint are true to the best of my knowledge, information and belief Pursuant to penalties of 18 Pa C.S. § 4904 pertaining to false statements to authorities

Date February 21, 2023



Vanee Flowers

THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

v,

PECO EENERGY COMPANY

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

VANEE FLOWRS

Complainant/Appellee

V.

PECO ENERGY COMPANY

Respondent/Appellant

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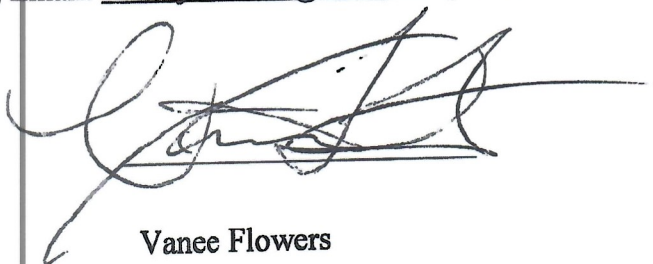
Docket NO. F-2023-3037961

BCS # 3866604

CERTIFACATION OF SERVICE

I, Vanee Flowers, certify that I have served a true and exact copy of Vanee Flowers's response with objection to Peco Energy Company's answers to Vanee Flowers Formal Complaint of Peco Energy response to complainants' formal complaint filed with The Pennsylvania Public Utility Commission. Proof of service was via electronic fax, e file, and email, to the following; Kadijah Scott Counsel for Peco Energy Company, 2301 Market S23-1 Philadelphia, Pa 19103 Fax: 215-568-3389, Email: Khadijah.Scott@exeloncorp.com on February 21, 2023.

Date: February 21, 2023



Vanee Flowers
1101 Hook Road Apt 305
Sharon Hill, Pa 19079

EXHIBIT 1

Name: **VANEE FLOWERS**
 Account Number: **58873-69043**
 Phone Number: **215-764-2519**
 Service Address: **Unit 305, 1101 Hook Rd, Sharon Hill**

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.

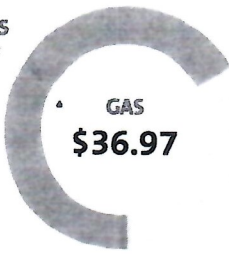
Billing Summary

Bill Date	02/09/2023
Charges from previous bill	\$179.66
Transfer service FL 2nd 927 COATES ST SHARON HILL	\$542.91
Connection charge - standard	\$6.00
Late payment charge	\$0.87
Total Other Charges	\$729.44
Current Period Charges	
Electric	\$85.28
Gas	\$36.97
Total New Charges	\$122.25
Total Amount Due on 03/03/2023 \$851.69	

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

\$85.28

TAXES & FEES



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

\$36.97

TAXES & FEES

General Information

Next scheduled meter reading: 03/14/2023

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.

0011263 01 AV 0.471 **AUTO T8 0 8727 19079-244880 -C01-B1-P11274-11 45



VANEE FLOWERS
 UNIT 305
 1101 HOOK RD
 SHARON HILL, PA 19079-2448



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

Account # 58873-69043

877-432-9384

Pay by phone, a convenience fee will apply.

**Please pay this amount by
 03/03/2023**

\$851.69

Payment Amount \$



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

588736904301008516930620851693

Account Number: **58873-69043**

Meter Information

Read Dates	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier X	Total Usage
				Previous	Present			
01/11-02/09	114465249	General Service	Tot kWh	48388 Actual	48814 Actual	426	1	
01/11-02/09	016549289	General Service	Total Ccf	5569 Actual	5586 Actual	17	1	

Total Ccf Used: 17

Electric Residential Service

Service Period 01/11/2023 to 02/09/2023 - 29 days

Customer Charge		10.51
Distribution Charges	426 kWh X 0.07707	32.83
Generation Charges	426 kWh X 0.09128	38.89
Transmission Charges	426 kWh X 0.00727	3.10
State Tax Adjustment		-0.05

ANNUAL ELECTRIC USAGE

Save energy and money

Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	426	14.7	29	40
Last Month	430	12.6	34	40
Last Year	0	0.0	0	0

Avg kWh per month: 14.7
Total Annual kWh Usage: 1,051

Message Center

From PECO:

New charges contain estimated total state taxes of \$5.84, including \$5.03 for State Gross Receipts Tax.

Your electric price to compare is \$0.0986 per kWh. This may change in March, June, September and December. For more information and supplier offers visit PAPowerSwitch.com and oca.state.pa.us.

Your gas price to compare for your rate class is \$0.7327 per Ccf. This may change in March, June, September and December. For more information on how to shop for natural gas visit PaGasSwitch.com and oca.state.pa.us.

Shopping Information Box

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

Account Number: **58873-69043**
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.

Gas Residential Heating Service

Service Period 01/11/2023 to 02/09/2023 - 29 days

PECO GAS DELIVERY		\$24.29
Customer Charge		14.25
Distribution Charges	17 Ccf X 0.53434	9.08
Balancing Service Charges	17 Ccf X 0.05625	0.96
GAS SUPPLY		\$12.46
Natural Gas Supply Charges	17 Ccf X 0.71213	12.11
Gas Cost Adjustment Charges	17 Ccf X 0.02061	0.35
TAXES & FEES		\$0.22
Federal Tax Adjustment		0.22
Total Current Charges		\$36.97



Account Number: **58873-69043**

Your Usage
ANNUAL GAS USAGE

THE BOLD LINE IS YOUR PECO
Save energy and money

18
12
9
6
3
0

FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB
2021 * Non-regular billing period 2022



Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	17	0.6	29	40
Last Month	18	0.5	34	40
Last Year	0	0.0	0	0
Avg Cost per Month	14			
Total Annual Usage	44			

Ways to Pay



Online

Visit peco.com/mybill where you can enroll in AutoPay or make a one-time payment using your credit card or bank account.



Mobile App

Download the PECO mobile app for your Apple or Android device for the quickest and easiest way to manage your account and pay bill with one swipe of the finger.



Mail

Mail checks payable to PECO and write your account # on your check. Make sure to include the tear-off portion of your bill at the bottom of page 1.



Phone

Call 1-877-432-9384 to make a payment with a credit card, debit card or your bank account.

Fees apply for credit card payments

No fees apply when you use PECO My Account and pay a bill with your bank account

EXHIBIT 2



Account Number: 49506-04112

Page 2 of 2

Meter Information

Read Dates	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier X	Total Usage
				Previous	Present			
10/03-11/01	015740368	General Service	Total Ccf	549 Actual	550 Actual	1	1	27
								Total Ccf Used 27

Gas Residential Heating Service

Service Period 10/03/2018 to 11/01/2018 - 29 days

PECO GAS DELIVERY			
Customer Charge			\$23.00
Distribution Charges	27 Ccf X 0.33272		8.98
Balancing Service Charges	27 Ccf X 0.00143		0.04
Distribution System Improvement Charge			1.02
GAS SUPPLY			\$11.74
Natural Gas Supply Charges	27 Ccf X 0.42705		11.58
Gas Cost Adjustment Charges	27 Ccf X 0.03177		0.86
TAXES & FEES			\$0.20
State Tax Adjustment			-0.20
Total Current Charges			\$34.96

Budget Billing Deferred Balance

Last Month's Deferred Balance	\$10.00
+ Total Current Charges	\$34.96
- Current Budget Billing Amount Due	\$44.96
This Month's Deferred Balance	\$0.00

Message Center

From PECO:

New charges contain estimate total state taxes of \$0.09, including \$0.00 for State Gross Receipts Tax.

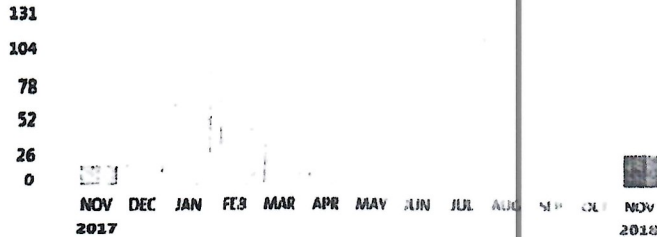
Your gas price to compare for your rate class is \$0.5088 per Ccf. This may change in March, June, September and December. For more information on how to shop for natural gas visit PaGasSwitch.com and oca.state.pa.us.

Your Total Account Balance of \$94.58 includes your Total Amount Due and all other Arrangement/Agreement/Deferred balances that are on this account.

Credit balance on this bill will be applied to your next standard bill.

Your Usage Profile
ANNUAL GAS USAGE

peco.com/smartideas
Save energy and money



Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	27	0.9	29	58
Last Month	6	0.2	29	71
Last Year	16	0.6	29	64
Avg Ccf per Month	47			
Total Annual Ccf Usage	574			

Shopping Information Box

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

Account Number: 49506-04112
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.

Exhibits

B

THE RECORDED RECORD AND ALL
DOCUMENTS FILED TO THE RECORD IN THIS
COMPLAINT BEFORE THIS HONORABLE
PUBLIC UTILITY COMMISSION,
THE COMMISSION

Exhibits

C

Exhibits C

PENNSYLVANIA
PUBLIC UTILITY
COMMISSION

HARRISBURG, PA 17120

OPINION AND ORDER FOR
1ST SET OF EXCEPTIONS
HELD IN ABEYANCE
PUBLIC MEETING HELD
AND ISSUED

OCTOBER 19, 2024

BY

THIS HONORABLE

COMMISSION

PRESENT:

Honorable

Stepen M. DeFrank, Chairman

Kimberly M. Barrow, Vice
Chair

Ralph V. Yanora

Kathryn L. Zerfuss

John F. Coleman Jr.

PA PUC eServe Notice

From: RA-PCESERVE@pa.gov (ra-pceserve@pa.gov)

To: msvaneedeshellf@gmail.com

Cc: vaneedflowers@yahoo.com

Date: Thursday, October 19, 2023 at 01:21 PM EDT

Dear VANEE DESHELL FLOWERS,

A(n) **Order** has been served in this proceeding. This document is docketed as **F-2023-3037961**. You may view this document at

[Opinion and Order - 3037961-OSA - 10-19-23 PM - Exceptions to Initial Decision - Vanee Flowers v PECO Energy Co](#)

You are receiving this email because you are a(n) **Complainant** 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.

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

Public Meeting held October 19, 2023

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly M. Barrow, Vice Chair
Ralph V. Yanora
Kathryn L. Zerfuss
John F. Coleman, Jr.

Vanee Flowers

F-2023-3037961

v.

PECO Energy Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Vanee Flowers (Complainant or Ms. Flowers) filed on August 3, 2023,¹ to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Arlene Ashton, which was issued on July 14, 2023, in the above-captioned proceeding. Replies to Exceptions were filed by PECO Energy Company

¹ The Complainant's Exceptions are dated August 1, 2023. However, the Exceptions were electronically filed with the Commission on August 3, 2023.

(PECO or Company) on August 18, 2023. For the reasons discussed below, we shall hold in abeyance our consideration of the Exceptions and Replies thereto and remand this matter to the Office of Administrative Law Judge (OALJ) for further proceedings, consistent with this Opinion and Order.

I. History of Proceeding

On January 25, 2023, Vanee Flowers filed a Formal Complaint against PECO with the Commission in which she alleged that there were incorrect charges on her bill.² Complaint at 2. Additionally, Ms. Flowers alleged an “illegal electricity hookup” at her apartment and that she had experienced an “overload of electricity, constant power outages, flickering lights, and overheating of appliances.”³ *Id.* The Complaint also states that Ms. Flowers did not have access to the breaker box for her apartment as such an apparatus is located in another apartment unit. *Id.* Attached to the Complaint are what appears to be failed housing quality standards inspections regarding the Complainant’s rental property and an email from the Complainant to the Delaware County Housing Authority, *inter alia*, wherein the Complainant again alleges an illegal electrical hookup and “an overload of electricity causing a high Peco [*sic*] bill.” *Id.* at 21. For relief, Ms. Flowers requests that PECO reimburse her for all electric service provided to the apartment that she rented at the 927 Coates Street, 2nd Floor Unit, Sharon Hill,

² This is a timely appeal from the Bureau of Consumer Services (BCS) determination at BCS No. 3866604 issued on December 21, 2022. Appeal of a BCS informal complaint decision is a *de novo* review conducted by either an ALJ or a special agent. 52 Pa. Code § 56.173(a).

³ Ms. Flowers checked boxes on her Complaint indicating the type of utility service that is the subject of the Complaint to be: electric, gas, steam heat, and storm water. Hand-written notes were also on the complaint form. Complaint at 2.

Pennsylvania, 19079 (Service Address)⁴ and that all balances for utility service to her at the Service Address be charged to the owner of the rental property.⁵ *Id.* at 3.

On February 17, 2023, PECO filed an Answer to Ms. Flowers' Complaint denying the material allegations of the Complaint.⁶

On February 21, 2023, a Hearing Notice was issued scheduling an Initial Hearing to be held telephonically on April 12, 2023, and assigning the matter to ALJ Ashton.

ALJ Ashton issued a Prehearing Order on March 9, 2023. The Prehearing Order, *inter alia*, directed the parties to comply with various procedural requirements and explained the burden of proof. The Prehearing Order stated the Complainant bears the burden of proof to establish that PECO violated its tariff, Public Utility Code (Code), or a Commission Order or regulation and that she is entitled to the relief requested in the Complaint. Prehearing Order at 4; I.D. at 2.

The hearing was held as scheduled on April 12, 2023. Ms. Flowers participated *pro se* and testified. Four (4) exhibits were offered by Ms. Flowers that were entered into the record. I.D. at 2; Tr. at 28-38. PECO appeared, represented by Khadijah Scott, Esquire, and presented the testimony of Anna Mae Migliaccio, a PECO regulatory

⁴ Ms. Flowers no longer resides at the Service Address and currently resides at 1101 Hook Rd. Apt. 350, Sharon Hill, Pennsylvania, 19079 (Current Address). Tr. at 14.

⁵ The owner of the Service Address is identified as Del Val Realty & Property Management, LLC, 49 E. Lancaster Ave, Suite 300, Malvern, PA 19355. Complaint at 3.

⁶ In its Answer, PECO indicated that Ms. Flowers had electric and gas heating service at the Service Address. Answer at 1.

assessor. PECO offered four (4) exhibits and they were entered into the record. I.D. at 2.; Tr. at 80-90.

The record closed on April 26, 2023.

ALJ Ashton's Initial Decision was issued on July 14, 2023. On August 3, 2023, Complainant filed Exceptions to the ALJ's Initial Decision. PECO filed Replies to Exceptions on August 18, 2023.⁷

II. Discussion

A. Legal Standards

1. Foreign Load

The term "foreign load" refers to the situation where a customer's meter registers utility usage not exclusive to the customer's dwelling unit or its occupants. In 1993, the General Assembly amended the Code to include 66 Pa. C.S. § 1529.1 to address foreign load issues.⁸ Section 1529.1 provides as follows:

⁷ PECO filed its Reply Exceptions on August 18, 2023, after the August 13, 2023 deadline set by the July 14, 2023 Secretarial Letter, indicating that it was served the Complainant's Exceptions via electronic mail on August 9, 2023 by the Complainant. R. Exc. at 1, Note 1. We note that, pursuant to 52 Pa. Code § 1.2, where the Commission deems it appropriate in the interest of justice, and where no prejudice results, a procedural defect may be disregarded where the substantive rights of the parties are not prejudiced. Finding no prejudice will result from consideration of the PECO's Reply Exceptions, in the circumstances, we shall hold in abeyance our consideration of PECO's Reply Exceptions, as noted *supra*.

⁸ Section 1529.1 was added to the Code by the enactment of Public Law 379, No. 54, on July 2, 1993, with an effective date of September 1, 1993.

§ 1529.1. Duty of owners of rental property

(a) **Notice to public utility.**—It is the duty of every owner of a residential building . . . , 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 . . . 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 . . .

(c) **Failure to give notice.**—Any owner of a residential building . . . 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).

The phrase “not individually metered,” as used in Section 1529.1, is not defined in the Code or our Regulations. *See, I-A Realty v. Pa. PUC*, 63 A.3d 480, 483 (Pa. Cmwlth. 2013) (*I-A Realty*). However, since the enactment of Section 1529.1 of the Code in 1993, we consistently have defined “not individually metered” in our decisions

as the “utility meter for the unit is registering a foreign load, or usage not exclusive to the dwelling unit or its occupants.” *Id.* at 483 (citations omitted).⁹

In *Ace Check Cashing*, we explained the operation of Section 1529.1. Specifically, Subsection (a) of Section 1529.1 establishes an affirmative duty on the

⁹ See also, *David P. Boyce v. Duquesne Light Company*, Docket No. Z-00223698 (Opinion and Order entered September 1, 1994) (*Boyce*) (foreign load existed where tenant’s meter registered electric service for the compressor for the air conditioning unit servicing three apartment units); *Elizabeth Santos v. Metropolitan Edison Company*, Docket No. C-00967757 (Opinion and Order entered August 7, 1997) (*Santos*) (foreign load existed where tenant’s meter registered electric service to a barber shop and church located in tenant’s building); *Theodore P. Del Vecchio v. PPL Electric Utilities Corp.*, Docket No. Z-01464793, 2005 WL 2277638 (Opinion and Order entered September 13, 2005) (foreign load existed where tenant’s account registered electric service to well water pump and various outbuildings); *Linda Franckowiak v. PPL Electric Utilities Corp.*, Docket No. C-20054687, 2006 WL 4794383 (Order entered July 3, 2006) (*Franckowiak*) (“the existence of foreign wiring precludes a premises from being considered ‘individually metered’ for purposes of [Section 1529.1 of the Code].”); *Ronald Shank v. PPL Electric Utilities Corporation*, Docket No. C-2009-2087300 (Opinion and Order entered August 31, 2009) (*Shank*) (foreign load existed where tenant’s meter registers electric service from foreign wiring); *Ace Check Cashing, Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Opinion and Order entered May 21, 2010) (*Ace Check Cashing*), (foreign load existed where tenants’ gas meter registered gas service for hot water heater supply to separate floor of building); *Cosme v. PECO Energy Co.*, Docket No. C-2010-2171497, 2012 WL 1794917 (Final Order entered March 8, 2012) (foreign load existed where tenant’s meter registered electric service for hallway electric heater and light); *George W. Kopf, Jr. v. PECO Energy Co.*, Docket No. C-2012-2332993 (Opinion and Order entered June 13, 2013) (*Kopf*) (foreign load existed where tenant’s meter registered electric service to common areas in second floor hallway, basement and outside light); *1-A Realty v. PPL Electric Utilities Corp.*, Docket No. F-2010-2166554, et al. (Opinion and Order entered April 12, 2012), aff’d *1-A Realty v. Pa. PUC*, 63 A.3d 480 (Pa. Cmwlth. 2013) (foreign load existed where communal street lights in a mobile home park were connected to the electric boxes of the homes of the nearest tenants); *Gnana Chinniah v. PPL Electric Utilities Corp.*, Docket No. F-2012-2325248 (Opinion and Order entered May 9, 2013) (foreign load existed where tenant’s meter registered electric service to a detached storage shed located in the middle of a backyard of a duplex on the boundary between the two properties).

owner of a property to notify the utility if a residential building contains “one or more dwelling units, not individually metered.” If the landlord provides the required notice, Subsection (b) requires the utility to list the account with the foreign load in the landlord’s name and hold the landlord responsible for the payment for utility services rendered to the account.¹⁰ If the landlord fails to provide the required notice, Subsection (c) places an affirmative duty on the utility to proceed as if the notice had been provided. Thus, a utility has an affirmative duty to investigate a foreign load or high bill complaint, and if the utility discovers the presence of a foreign load, the utility is required to list the account in the landlord’s name and hold the landlord responsible for the payment for utility services rendered to the account. *See, Ace Check Cashing.*

Our foreign load policy in implementing Section 1529.1 is well-settled. That long-standing policy, as articulated in *Ace Check Cashing* (citing *Santos*), is as follows:

Upon the finding of foreign load, the utility would list the account, including any arrearages, in the name of the landlord. The landlord had the responsibility to pay the utility bills until the foreign load was corrected. Once the foreign load was corrected by the landlord and verified by the utility, the utility would place the account back in the name of the tenant. However, the arrearage, if any, was to remain with the landlord. There was no *de minimus* exception, and any dispute regarding the financial responsibilities of the parties [as between landlord and tenant] was a matter to be resolved

¹⁰ Prior to 1993, we resolved foreign load high bill complaints by directing the utility to remove the charges attributable to the foreign load from the customer’s bill and to issue a bill for the foreign load in the property owner’s name. *See, Albright v. UGI Penn Natural Gas Co., Inc.*, Docket No. F-2009-2139408 (Initial Decision Issued September 29, 2010) (*Albright*). Section 1529.1 changed this by mandating that the account registering foreign load be listed in the name of the property owner and that the owner be thereafter responsible for the payment of utility services rendered to such account until the foreign load is fixed.

in the Court of Common Pleas and outside this Commission's jurisdiction.

Accordingly, once a foreign load is verified on a tenant's service, the utility is to list the account in the property owner's name and hold the property owner financially responsible for the current balance and any arrearages¹¹ on the account. It is only after the landlord corrects the foreign load, as verified by the utility, that the utility must re-list the account back in the name of the tenant; however, the landlord remains responsible for any arrearage on the tenant's account that existed prior to when the utility verified that the foreign load was corrected. *Ace Check Cashing; Kopf*. The utility must pursue collection of any unpaid amounts on the foreign load-affected account from the landlord, and not from the tenant. *Santos*.

Section 1529.1 is intended to protect residential tenants from the loss of utility service because another customer has service terminated by the utility. *See, Santos*. Additionally, Section 1529.1 recognizes that the property owner is in a better position to know about and correct the existence of the foreign load than a tenant. *See, Albright; Ace Check Cashing*. The operation of Section 1529.1 provides an incentive for the landlord to correct the foreign load situation resulting from the wiring, plumbing, or piping for which the landlord is responsible. *See, Ace Check Cashing*.

¹¹ As clarified in *Glen DeHaven v. PECO Energy Company*, Docket No. C-2017-2585680 (Opinion and Order entered March 23, 2018) (*DeHaven*) and *Richard Dina v. PECO Energy Company*, Docket No. F-2017-2592410 (Opinion and Order entered March 23, 2018) (*Dina*), the utility shall transfer to the landlord only the account arrearages that accumulated at the premises/service address where the foreign load is found to exist and shall exclude any prior debts of the tenant that had been accumulated at another service address and that the utility transferred, pursuant to 52 Pa. Code § 56.35, to follow the financially-responsible tenant to the foreign load-affected premises.

B. ALJ's Initial Decision

In her Initial Decision, ALJ Ashton made sixteen (16) Findings of Fact and reached six (6) Conclusions of Law. I.D. at 3-4; 9-10.

The ALJ considered the claims raised by Ms. Flowers regarding whether the Company acted lawfully by providing the Complainant with adequate and reasonable service under 66 Pa. C.S. § 1501. I.D. at 6-8. The ALJ also considered whether the Company acted lawfully by transferring past-due account balances from an account in the Complainant's name at the Service Address to the Current Address under 52 Pa. Code § 56.35. *Id.* at 8-9.

The ALJ concluded that, under the circumstances, the Company had acted lawfully and that the Complainant failed to meet her burden to prove that PECO provided less than reasonable service. I.D. at 8. During the hearing, the Complainant and PECO agreed that no inspection had been conducted due to the fact that the breaker box was inaccessible to Ms. Flowers without her landlord's involvement. Ms. Flowers did not present any evidence indicating that she took steps to obtain access to the breaker box so PECO could conduct an inspection at the Service Address. *Id.*

The ALJ also concluded that PECO acted lawfully in transferring the past due account balances to the Complainant's present service account. I.D. at 9. ALJ Ashton stated that Ms. Flowers failed to meet her burden of proof under the law to establish that she was improperly billed for service by PECO. *Id.* at 8. The ALJ cited to 52 Pa. Code § 56.35, which governs the transfer of charges to and among utility customer accounts and determined that PECO appropriately transferred the balance from Ms. Flowers' Service Address to her Current Address. *Id.* at 9. The ALJ found that when Ms. Flowers' PECO service was terminated at the Service Address on November 30, 2022, the outstanding balance was \$542.91. *Id.* at 4. Therefore,

Ms. Flowers is responsible to pay the transferred outstanding balance from the Service Address. *Id.* at 9.

C. Exceptions and Reply Exceptions

Ms. Flowers' Exceptions are summarized as follows:

1. ALJ Ashton erred in determining that Complainant did not meet her burden of proof that PECO did not provide her with adequate and reasonable service which violated the Public Utility Code;
2. ALJ Ashton erred in determining that Complainant did not meet her burden of proof that PECO's transfer of the balance from the Service Address to Complainant's Current Address violated the Public Utility Code; and
3. ALJ Ashton denied Ms. Flowers a fair and impartial hearing, violating Ms. Flowers' due process and civil rights.

Exc. at 2-7.

Ms. Flowers asserts that the ALJ had been unfair, unjust and denied the Complainant due process and violated her Civil Rights. Ms. Flowers explains that ALJ Ashton did not allow her to cross examine witnesses and was interrupted and muted several times by ALJ Ashton during the hearing. It is Ms. Flowers' position that ALJ Ashton erred by excluding Ms. Flowers' Answer to PECO's Answer from evidence. Exc. at 2.

The Complainant asserts that the ALJ erred in determining that she did not meet her burden of proof with respect to PECO violating the Public Utility Code by not providing her with adequate and reasonable service. Ms. Flowers argues that PECO

failed to respond to her requests for an investigation to be conducted regarding illegal electric hookups and wiring to be conducted at the Service Address. Exc. at 3.

In its Replies to Exceptions, PECO asserts that the Complainant failed to make specific allegations that the ALJ abused her discretion or made an error of law. PECO acknowledges that the ALJ provided the Complainant the opportunity to present evidence, cross examine PECO's witness and present any objections to evidence during the hearing. R. Exc. at 4.

PECO states that the Complainant contacted the Company on September 22, 2022, regarding flickering lights. PECO instructed the Complainant to contact her landlord and obtain access to the breaker box so that an inspection could be performed. In October 2022, PECO was unable to contact the Complainant and on November 30, 2022, PECO finalized the Complainant's account. PECO explains that an inspection could not have been performed due to the lack of access to the breaker box and that the Complainant had since moved from the residence. Since an inspection was not performed, PECO could not transfer the outstanding balance of \$542.19 to the property owner without confirmation of the foreign wiring consistent with 66 Pa. C.S. § 1529.1. R. Exc. at 4.

Finally, PECO asserts that the Complainant has failed to meet her burden of proof and failed to prove that the Company violated any regulation, statute or order. PECO requests that the Complainant's Exceptions be dismissed and the ALJ's Initial Decision be affirmed. R. Exc. at 5.

III. Disposition

Based on our review of the record in this proceeding and the applicable law, we shall remand this matter to the OALJ, per the discussion *infra*, and shall hold in

abeyance our consideration of the Exceptions and Replies thereto. Further evaluation of the Complaint has shown that the Complainant has made a *prima facie* claim of foreign load with regard to her electric service. Complaint at 2-3.

A public utility has an affirmative duty under Section 1529.1 of the Code to investigate a rental premise upon receiving from a tenant-customer a foreign load or high bill complaint and to transfer the account to the property owner upon discovering a foreign load. In *Franckowiak*, we ruled that the mere suspicion of foreign load is sufficient to trigger the public utility's obligation, pursuant to Section 1529.1, to list the account in the name of the property owner.

Here, PECO was made aware of the Complainant's allegations of overload, unlawful hookup, and high billing, *inter alia*, evidencing the possibility of foreign load,¹² yet PECO failed to conduct an investigation claiming inaccessibility without the property owner's involvement. Furthermore, we have previously stated that a utility is not required to coordinate with a landlord in carrying out its obligations under Section 1529.1 to perform a foreign load investigation, noting that such a requirement could encourage dilatory behavior on behalf of the landlord to the frustration of the lessees. *Franckowiak*.

The crux of Ms. Flowers' Complaint and Exceptions is tied to the results of a foreign load investigation. PECO had an affirmative duty under Section 1529.1 of the Code to investigate Ms. Flowers' Complaint. However, the record does not reflect

¹² We note that in Complainant's Exhibit B, BCS' Informal Complaint Decision issued in this matter, BCS concludes that PECO "has found no evidence of foreign, shared, or mixed meters." Complainant Ex. B at 9. Additionally, in PECO's Exhibit 4, "BCS Decision Report" (on Exelon letterhead), the "Resolution Description" states, in pertinent part, "[d]ismissal issued Company has been unable to schedule an appointment with the customer to test for high voltage, meter sharing, blackouts, extreme heat, and illegal hookup issues as reported in the PUC Complaint." PECO Ex. 4 at 1. We find this information further evidences a foreign load claim made by the Complainant that, upon review of the record, has not been adequately addressed.

whether PECO has, in fact, conducted a foreign load investigation on Ms. Flowers' account. Due to the fact that the record has not been fully developed on this issue, we believe that a remand is necessary for the limited purpose of addressing Ms. Flowers' foreign load claim at the Service Address and for considering any appropriate redress allowed by statute for PECO's actions. Consequently, we will remand this matter to OALJ for a hearing, as deemed necessary, consistent with this Opinion and Order and for appropriate resolution.

Because we are remanding this matter, consistent with this Opinion and Order, we will hold in abeyance our consideration of Ms. Flowers' Exceptions and Replies to Exceptions thereto at this time pending the outcome on remand.

IV. Conclusion

Based on our review of the record, we shall hold in abeyance our consideration of the Exceptions and Replies thereto currently pending before us and remand this matter to the OALJ for the limited purpose of addressing the Complainant's foreign load claim in this proceeding, consistent with this Opinion and Order;

THEREFORE,

IT IS ORDERED:

1. That the Commission's consideration of the Exceptions filed by Vanece Flowers on August 3, 2023, to the Initial Decision of Administrative Law Judge Arlene Ashton issued at Docket No. F-2023-3037961 and the Reply Exceptions filed by PECO on August 18, 2023, will be held in abeyance, consistent with this Opinion and Order.

2. That this matter shall be remanded to the Office of Administrative Law Judge for such further proceedings, as deemed necessary, and an appropriate resolution.

BY THE COMMISSION,

A handwritten signature in cursive script, appearing to read "Rosemary Chiavetta".

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: October 19, 2023

ORDER ENTERED: October 19, 2023

Exhibits

D-1

Sent via Email below:

Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Remand to the Presiding
Administrative Law Judge Arlene Ashton
Attn: Pamela McNeal at pmcneal@pa.gov

Sent via Email below:

Khadijah Scott Associate General Counsel
Peco Energy Company
2301 Market Street
S23-1
Philadelphia, Pa 19103
khadijah.scottt@exeloncorp.com

April 25, 2024

PUC Docket No: F-2023-3037961

To all the above regarding the above docket number please see supporting documents of new information of the property owner Ryan Wagner admitting the unit is illegal wired and confessing there is a foraging load at the property of 927 Coates Street in Sharon Hill, Pa his acknowledgment and failed to disclose it to the complaint and refused to put the utilities in his name knowingly of the Foreign Load at the property and units. See attached labelled exhibits below:

Exhibits, 1. labeled as Exhibits 1-16 pages

- 1 of 16 EXHIBIT FRONT PAGE
- 2 of 16. 927 Coates Street owner admitted foreign load
- 3 of 16. Foreign Load Cover Page
- 4 of 16. 1 of 3 pages Ryan Wagner's Answers about the foreign load at the property admittance
- 5 of 16. 2 of 3 pages homeowners answers foreign load
- 6 of 16. 3 of 3 pages homeowners answer foreign load
- 7 of 16. Signed verification of answers

- 8 of 16. Certificate of service of answers
- 9 of 16. Del Val property manager approval & utilities
- 10 of 16. Page 2 Del Val
- 11 of 16. Page 3 Del Val
- 12 of 16. Property Owners Tax Bill
- 13 of 16. Page 2 of Tax Bill
- 14 of 16. Page 3 of Tax Bill
- 15 of 16. Photo of Property
- 16 of 16. Photo of units 1 and 2 of property

Exhibits, 2 labeled as Exhibit 1-22

- 1 of 22. EXHIBIT COVER PAGE
- 2 of 22. PUC'S OPINION AND ORDER COVER PAGE
- 3 of 22. PUC'S OPINION AND ORDER PAGE 1 OCT. 19, 2023
- 4 of 16. PUC'S OPION AND ORDER, PAGES 2 - 14

- 17 of 22. FORGIEN LOAD PUC'S STATEMENT OF POLICY
- 18 of 22. STATEMENT OF POLICY PA LAW
- 19 of 22. STATEMENT OF POLICY
- 20 of 22. PECO ENERGY OFFER FROMMS MIGLIACCIO WITH THE WRONG DOCKET NUMBER F-2022-3037961 EMAIL DATED April 04, 2024, PAGE 1
- 21 of 22. EMAIL PAGE 2
- 22 of 22. EMAIL PAGE 3

In an addition to Peco's recent offers. I am requesting as stated in my complaint and exceptions in addition to your recent offer I'm requesting the full reimbursement of all payments paid by the ratepayers Vanee Flowers Peco Energy natural gas and electric services charged illegally to the complainants Peco Energy account by Peco to the number 30704-23169 for services from January 31, 2020 complainants initial start of bills and services at the start of her move in above to November 30, 2022 end of her services for electric and gas services, and the owner be charged for the services from the above dates of service for the Foreign Load according to the Law at the complainants previous leased contracted address

for the contracted unit 927 Coates Street Unit #2 of the 2nd floor in Sharon Hill, Pa 19079 for illegal wiring of electric and gas 'hook up a Foreign Load in at the property Peco failed to investigate at the request of the ratepayer for complaints of high bills, flickering lights overheating and fire of appliances, power failure, and no access to her electrical breaker box located in the common areas of the property in violation of 52 Pa. CODE CH.69, and 28 Pa.B.5497 and 66 Pa.C.S. § 1529.1 at the property of 927 Coates Street Sharon Hill, Pa 19079 as stated by the property owners Ryan Wagner aka Glory to God Enterprises a private home located 1868 Wakeling Street, Philadelphia, Pa 19124 of Delaware County Courthouse Public Access property and tax records, and landlords, Del Val Realty & Property Management aka Del Val Property Management 49 E Lancaster Ave. Suite 300, Melvern Pa 19355 Mike Launtensack also the landlords, owners, property managers, lessors and signers of the previous contracted lease, for Unit #2, 927 Coates Street, Sharon Hill, Pa 19079 2nd Fl., see attached copy of the signed lease with lease approval without a disclosure notice to tenant/complainant the utilities Peco Energy Account holder of advance or any disclosure of the Foreign Load known by the owners and landlords as stated in Ryan Wagner's Answers to the Complainant the Plaintiff Vanee Flowers civil action complaint. See copy of the owner Ryan Wagner's answer number 20

Submitted,

DATE: April 25, 2024



Vanee Flowers

1101 Hook Road Apt 305

Sharon Hill, Pa 19079

HOME PHONE; 484-494-1177

Email: vaneedflowers@yahoo.com

Del Val Realty & Property Management aka
Del Val Property
49 E LANCASTER AVE. SUIT 300
MELVERN, PA 19355

ADDITIONAL,
Property owners, Landlords, and lessors, and signers of the lease. Fl 2nd, 927
Coates Street, Sharon Hill, Pa 19079, see attached copy of the signed lease
already presented to you.

RYAN GLORY aka GLORY to GOD ENTERPRISES
1868 WAKELING ST.

- 1 of 16 - Page # 7 of 16 pages.
 2 of 16 - EXHIBIT FRONT PAGE!!!
 3 of 16 - Proof of Foreign Load @ 927 Coates Street
 4 of 16 - Foreign Load Cover Page R. Wagner Concedes
 5 of 16 - Page 1 of R. Wagner Answer to Civil Complaint
 6 of 16 - Page 2 Answer # 10 R. Wagner Admits Foreign Load
 7 of 16 - Page 3 of Answer signed By R. Wagner 3/22/2023
 8 of 16 - Verification Sign Page of R. Wagner Answer to Civil Compl
 9 of 16 - Certificates of Service Sign By R. Wagner 3/22/2023
 10 of 16 - Del Val Approval Letter for 927 Coates - Utilities
 11 of 16 - Del Val Approval Letter Page 2 - Utilities
 12 of 16 - Del Val Approval Letter Page 3 - Utilities Page
 13 of 16 - Delo Court House TAX Bill Owner of 927 Coates
 14 of 16 - Page 2 of TAX Bill 927 Coates Owner
 15 of 16 - Page 3 of TAX Bill 927 Coates Owner
 16 of 16 - Photo of outside Front 927 Coates tract
 Photo Front Pouch 927 Coates St Apartments.

EXHIBIT 1

1 of 16 pages

Both Lead and Codefendants and Respondents Failed to disclose to the
Petitioner the Plaintiff Vanee Flowers of the Foreign Load

PROOF OF FOREIGN LOAD AT
927 Coates Steet Unit #2 Sharon Hill Pa 19079

RYAN K. WAGNER Concedes in his answers to Plaintiffs civil complaint of having illegal wiring of utility services (FOREIGN LOAD) page to No. 10 in his answers to the Plaintiffs Civil Action Complaint at address in question at the Property address of 927 Coates Street Unit #2, 2nd Floor Sharon Hill, Pa 19079 for a Breach of the contracted lease in this Civil Action Tenant Complaint Against the Landlords who knew of the Foreign Load and Illegal wiring for a multi-unit apartment rental in violation of 52 PA/ ODE CH. 69

§1529.1. Relating of Owners and Rental Property

FOREIGN LOAD

Pages 9 in Addition to this page.

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION LAW

VANEE FLOWERS,

Plaintiff

Vs.

RYAN WAGNER, LEAD DEFENDANT,

GLORY TO GOD ENTERPRISES LLC, and

DEL VAL REALTY & PROPERTY MANAGEMENT

Defendants

) DOCKET NO. CV-2023-002134
)
)
)
)
)
)

DEFENDANT, RYAN K. WAGNER'S, ANSWER TO COMPLAINT

Now Comes the Defendant, Ryan K. Wagner, and responds to the allegations in the above-captioned action:

FILED
MAY 22 PM 1:23

5) Lead Defendant(s) Ryan K. Wagner, landlord/lessor, the owner of 927 Coates St., Sharon Hill, PA 19079 is responding to false allegations and accusation against me in Civil Action Law Suit CV-2023-002134, from Plaintiff, Vanee Flowers, currently residing at Studevan Student Apartment 55+, 1101 Hook Rd., Apt 305, Sharon Hill, PA 19079.

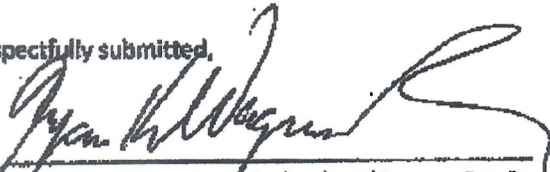
*Vanee Wagner
owns
Admits illegal
wiring lead
to the unit
at 927 Coates
St. Sharon Hill*

10) The electrical boxes for 1st and 2nd Floor apartments at 927 Coates St., Sharon Hill, PA 19079 are in the basement of this property with only have entry through the 1st Floor apartment. This is how the house was constructed with the 2nd Floor apartment not having access to the 2nd Floor apartment electrical box in the basement. HUD Inspector who came out for her complaint explained to Plaintiff that some houses and apartments are made this way and nothing can be done about it. Electrician came out to check all the wiring and power to both 1st Floor and 2nd Floor apartments at 927 Coates Street, Sharon Hill, PA 19079 which resolved the HUD complaint that Plaintiff called into HUD. HUD approved 927 Coates St., 2nd Floor, Sharon Hill, PA 19079 for Plaintiff Vanee Flowers to move into which she resided for 2 years. All HUD complaints by Plaintiff Vanee Flowers were addressed and HUD gave approval for Plaintiff to continue to live there and pay monthly rent to Defendant Ryan Wagner / landlord and Del Val Realty & Property Management.

*PUC PECO Electric PUC #
Bill for PECO AS directed on Plaintiff's Name Illegally. PUC # 2023
203744*

Date 05/22/2023

Respectfully submitted,

BY: 
Ryan K. Wagner, Lead Defendant/Owner, Pro Se

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION LAW

VANEE FLOWERS,

Plaintiff

Vs.

RYAN WAGNER, LEAD DEFENDANT,

GLORY TO GOD ENTERPRISES LLC, and

DEL VAL REALTY & PROPERTY MANAGEMENT

Defendants

) DOCKET NO. CV-2023-002134

)

)

)

)

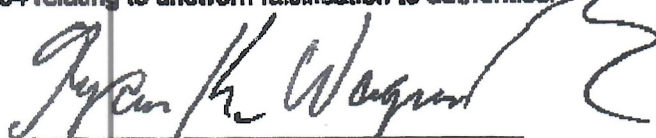
)

)

VERIFICATION

I, RYAN K. WAGNER, verify that the statements made in the attached Answer and New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

DATE: May 22nd, 2023



Ryan K. Wagner, Defendant

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
CIVIL ACTION LAW

VANEE FLOWERS,

Plaintiff

Vs.

RYAN WAGNER, LEAD DEFENDANT,
GLORY TO GOD ENTERPRISES LLC, and
DEL VAL REALTY & PROPERTY MANAGEMENT

Defendants

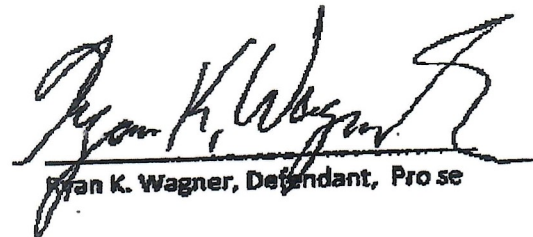
DOCKET NO. CV-2023-002134

CERTIFICATE OF SERVICE

I, RYAN K. WAGNER, hereby certify that I have in the manner indicated on this day, May 22nd, 2023, served a true and correct copy of the foregoing Answer and New and Entry of Appearance as a Self-Represented Party on the person at the address indicated:

VIA FIRST CLASS MAIL

Vanee Flowers
Studevan Student Apartment 55+
1101 Hook Rd., Apt 305
Sharon Hill, PA 19079


Ryan K. Wagner, Defendant, Pro se

Page 8 of 16.

Del Val Realty & Property Management

Approval Letter

Property Address: 927 Coates rd
Sharon Hill, PA 19079

Date: January 8th, 2020

Move in Date: February 1st, 2020

Term of Lease: 12 months

Monthly Rent: \$850
Keys/Deposit \$ 25.00

Name of Tenants:

Vanee Flowers
vaneedflowers@yahoo.com

Congratulations! You have been approved to move into your leased unit.

MOVE IN FUNDS:

Your Security Deposit is due in 24 Hours in the amount of **\$850** to further hold the property for you until lease start date and take off the market. All move in funds are non-refundable once received if you "walk" and must be in the form of a **certified or cashier's check or money order**, **made out to Del Val Realty**. Be sure to note in the memo the leased unit address and your name. You can either send by priority mail or drop off at our office. The office is open from 8:30am to 4:30pm.

Del Val Realty & Property Management
49 E. Lancaster Avenue, Suite 300
Malvern, PA 19355

Your remaining move in funds are due at lease start date. Move in Funds will be outlined in your lease that you will be receiving shortly via DocuSign, directly to your email. Once received we will need signed within 24 hours.

Addendum-tenant will provide income verification 90 days before lease renewal.

Page 10 of 16

Utilities: Please put the following utilities directly in your name effective of the date of the start of the lease:

Electric- Peco 800 494 4000

Included in rent- water, sewer, trash

Phone/Tv/Internet: Your choice of provider (no dishes affixed to the unit)

*E GAS Services placed in
Tenants Name
With NO Access to
Electric OR GAS Meter for
2nd floor
Unit.*

RENTERS INSURANCE:

You are required to obtain renters Insurance for liability and your contents before you can move in as part of the conditions of your lease. Please have your agent Fax a copy to our office before the lease starts.

Page 11 of 16

Del Val Realty & Property Management ▲
49 E. Lancaster Ave, Suite 300, Malvern, PA 19355

Office: (484) 328-3282

Email: palden@DeValProperty.com ▲ Website: WWW.DeValProperty.com

Delaware County Court of Common Pleas PA - TAX OFFICE

PARID: 41000059200
 GLORY TO GOD ENTERPRISES LLC

PROPERTY LOCATION:
 927 COATES ST

Parcel

Site Location: 927 COATES ST
 Legal Description: 2 STY HSE APT
 25X100
 Map Number: 41-03 -811 000
 Municipality: 41 SHARON HILL
 School District: S11 - Southeast Delco
 Property Type: 01 - Taxable Residential
 Homestead Status - Next School Bill Cycle: No
 Homestead Status - Current School Bill Cycle: No
 Homestead %
 Homestead Approved Year
 Additional Info: -
 Veteran's Exemption: No

Owner

Name(s): GLORY TO GOD ENTERPRISES LLC
 Name(s):
 Care Of:
 Mailing Address: 1868 WAKELING ST
 Mailing Address:
 Mailing Address: PHILADELPHIA PA 19124

AKA - Ryan Wagner & Del Val Property Realty

Current Owner

Name: GLORY TO GOD ENTERPRISES LLC
 Name:
 Address: 1868 WAKELING ST
 City: PHILADELPHIA
 State: PA
 Zip Code: 19124-

Owner History

Owner	Book	Page	Sale Date	Sale Price
GLORY TO GOD ENTERPRISES LLC	5789	1574	04-04-2016	54120
WELLS FARGO BANK NA	5753	1159	01-05-2016	1
ELLIOTT GAIL	4323	2146	03-20-2008	80000
US BANK NATIONAL ASSOCIATION	4286	1692	01-24-2008	1
FRAME JOHN	3661	1247	11-23-2005	123000
			04-26-2004	
GETTY SAMUEL J JR	0000	0000	09-01-1965	0

Original Current Year Assessment

Type of Assessment	Assessment Value	Assessment Date	Reason for Change	Comment
01-Taxable Residential	\$112,000			

County Tax Receivable

Tax Year	Billing Year	Billing Period	Billing Date	Face Amount Due	Discount Posted	Penalty Posted	Fees Posted	Payment Posted	Balance Pay Date	Type
----------	--------------	----------------	--------------	-----------------	-----------------	----------------	-------------	----------------	------------------	------

PAGE 12 of 16.

2023	2023	Original	02/01/2023	335.89			335.89		
2022	2022	Original	03/01/2022	335.89	-6.72		-329.17	0.00	05/10/2022 Discount
2021	2021	Original	02/01/2021	335.89			-335.89	0.00	05/07/2021 Face
2020	2020	Original	02/01/2020	340.17		34.02	-374.19	0.00	01/15/2021 Penalty
2019	2019	Original	02/01/2019	340.17		34.02		374.19	
2018	2018	Original	02/01/2018	348.82	-6.98		-341.84	0.00	04/03/2018 Discount

Delinquent Tax

No Outstanding Delinquent Amounts Found On File

EXCLUDES: Trash, Sewer, and other Local Fees

Tax Sale Information

Status: No Sale Scheduled

Residential

Card	1
Class	-
Grade	C
CDU	AV - AVERAGE
Style	10 - TWIN
Acres	.0608
Year Built / Effective Year	1940 /
Remodeled Year	
Base Area	1552
Finished Bsmt Area	
Number of Stories	2
Exterior Wall	2 - BRICK
Basement	4 - FULL
Physical Condition	3 - AVERAGE
Heating	3 - CENTRAL NO AC
Heating Fuel Type	2 - GAS
Heating System	4 - HOT WATER
Attic Code	1 - NONE
Fireplaces: 1 Story/2 Story	/
Parking	3 - OFF AND ON STREET
Total Rooms	7
Full Baths	2
Half Baths	0
Total Fixtures	10
Additional Fixtures	4
Bed Rooms	3
Family Room	
Living Units	2

Page 13 of 14

PAYMENTS ACCEPTED:
 ALL PAYMENTS MUST BE MADE BY
 CHECK OR MONEY ORDER ONLY
 PAY TO THE ORDER OF THE COUNTY OF
 DELAWARE

PAYABLE TO: TAX CLAIM BUREAU
GOVERNMENT CENTER
201 WEST FRONT STREET
MEDIA, PA 19063
 BUSINESS HOURS: 7:30 AM - 5:00 PM
 MONDAY THRU FRIDAY

OCT-20
DISTRICT-FOLIO NUMB:
SHARON HILL BOROUGH
41-00-00592-00
ANNUAL COUNTY
TAX 340.17
PENALTY 34.02
INTEREST*
TAX YEAR 2019
CITY ASSMT 62290
SCH ASSMT 62290
TWP ASSMT 62290
TOWNSHIP
TOTAL 3,399.65
 495.83
 49.58

41-03-811-001

*INTEREST CALCULATED EACH MONTH

RETURN THIS COPY WITH A STAMPED
 SELF-ADDRESSED ENVELOPE IF A
 RECEIPT IS REQUESTED

IF YOU FAIL TO
 PAY THIS TAX CLAIM OR FAIL TO TAKE
 ACTION TO CHALLENGE THIS
 TAX CLAIM, YOUR PROPERTY WILL BE
 SOLD WITHOUT YOUR CONSENT AS
 PAYMENT FOR THESE TAXES. YOUR
 PROPERTY MAY BE SOLD FOR A SMALL
 FRACTION OF ITS FAIR MARKET
 VALUE. IF YOU PAY THIS TAX CLAIM
 BEFORE JULY 1, 2021, YOUR PROPERTY
 WILL NOT BE SOLD. IF YOU PAY THIS
 CLAIM AFTER JULY 1, 2021, BUT
 BEFORE ACTUAL SALE, YOUR
 PROPERTY WILL NOT BE SOLD, BUT
 WILL BE LISTED ON ADVERTISEMENTS
 FOR SUCH SALE. IF YOU HAVE ANY
 QUESTIONS, PLEASE CALL YOUR
 ATTORNEY, THE TAX CLAIM BUREAU
 AT (610) 891-5399, OR THE COUNTY
 REFERAL SERVICE AT (610) 566-6625

NO PERSONAL CHECKS ACCEPTED

OWNER OR REPUTED OWNER/ DESCRIPTION OF
 PROPERTY

GLORY TO GOD ENTERPRISES LLC
 6520 N BOUVIER ST
 PHILADELPHIA PA 19126-3413

927 COATES ST
 2 STY HSE APT
 25X100

ADDITIONAL COSTS

94.00

IF PAID BY

IF PAID BY	AMOUNT DUE
OCT 31	4,291.19
NOV 30	4,330.00
DEC 31	4,351.59
JAN 31	4,380.19
FEB 28	4,400.99
MAR 31	4,418.06
APR 30	4,430.30

Notice is hereby given that the property herein described has been returned to the Tax Claim Bureau of Delaware County for non-payment of taxes and a claim has been entered under the provisions of Act of July 26, 1980, P.S. 1368, Act no. 543 as supplemented and amended (72 Pa. St. 5880.101 et seq.) if payment of these taxes is not made to the Tax Claim Bureau on or before December 31 of this year, and no arrears are filed, a claim will become absolute. On July 1, of this year, a one (1) year period for discharge of tax claim shall commence. If the claimant commences to run and if full payment of taxes is not made during that period as provided for Act 1987 P.L. 1384, as amended, the property shall be advertised for and exposed to sale under the provisions of such act and shall have no redemption after the actual sale.

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 TO THE AMOUNT OF \$94.00 WILL INCURE UNLESS PAID BY NOV. 30, 2021
 THE TOTAL OF \$270.00 WILL BE ADDED EFFECTIVE JULY 1, 2021

PAGE 14 of 16



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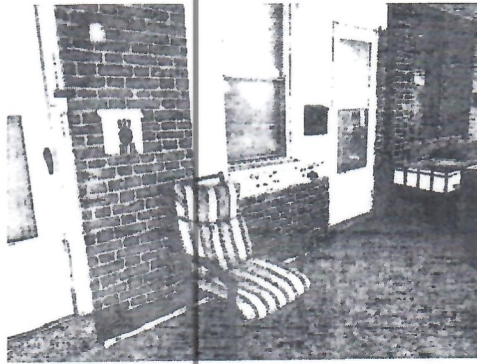
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16 of 16 pages.

Exhibits

D-2

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21 of 22 - PUC OFFER **EXHIBIT 2**

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PUC'S

Opinion and Order

BY:

The COMMISSION

Pages 1-14 F-2023-3037961

Defendants Failure to Disclose To the Tenant of a Foreign Load at

927 Coates Street Unit 2

Sharon Hill, Pa 19079

Lead Defendant Ryan Wagner in His Answers Page 2 no. 10 his responses in the Civil Complaint. Concedes to illegal wiring and evidence of a foreign Load at the property in violation of 1529.1. and 52 P. CODE. CH.69 and to disclose to the tenant that there is a foreign load prior to putting utility of that foreign load in the tenants name the account holder

Complaint

Vance Flowers

v.

PECO Energy Company

Page 2 of 22

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held October 19, 2023

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly M. Barrow, Vice Chair
Ralph V. Yanora
Kathryn L. Zerfuss
John F. Coleman, Jr.

Vanee Flowers

F-2023-3037961

v.

PECO Energy Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Vanee Flowers (Complainant or Ms. Flowers) filed on August 3, 2023,¹ to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Arlene Ashton, which was issued on July 14, 2023, in the above-captioned proceeding. Replies to Exceptions were filed by PECO Energy Company

¹ The Complainant's Exceptions are dated August 1, 2023. However, the Exceptions were electronically filed with the Commission on August 3, 2023.

(PECO or Company) on August 18, 2023. For the reasons discussed below, we shall hold in abeyance our consideration of the Exceptions and Replies thereto and remand this matter to the Office of Administrative Law Judge (OALJ) for further proceedings, consistent with this Opinion and Order.

I. History of Proceeding

On January 25, 2023, Vane Flowers filed a Formal Complaint against PECO with the Commission in which she alleged that there were incorrect charges on her bill.² Complaint at 2. Additionally, Ms. Flowers alleged an “illegal electricity hookup” at her apartment and that she had experienced an “overload of electricity, constant power outages, flickering lights, and overheating of appliances.”³ *Id.* The Complaint also states that Ms. Flowers did not have access to the breaker box for her apartment as such an apparatus is located in another apartment unit. *Id.* Attached to the Complaint are what appears to be failed housing quality standards inspections regarding the Complainant’s rental property and an email from the Complainant to the Delaware County Housing Authority, *inter alia*, wherein the Complainant again alleges an illegal electrical hookup and “an overload of electricity causing a high Peco [*sic*] bill.” *Id.* at 21. For relief, Ms. Flowers requests that PECO reimburse her for all electric service provided to the apartment that she rented at the 927 Coates Street, 2nd Floor Unit, Sharon Hill,

² This is a timely appeal from the Bureau of Consumer Services (BCS) determination at BCS No. 3866604 issued on December 21, 2022. Appeal of a BCS informal complaint decision is a *de novo* review conducted by either an ALJ or a special agent. 52 Pa. Code § 56.173(a).

³ Ms. Flowers checked boxes on her Complaint indicating the type of utility service that is the subject of the Complaint to be: electric, gas, steam heat, and storm water. Hand-written notes were also on the complaint form. Complaint at 2.

Pennsylvania, 19079 (Service Address)⁴ and that all balances for utility service to her at the Service Address be charged to the owner of the rental property.⁵ *Id.* at 3.

On February 17, 2023, PECO filed an Answer to Ms. Flowers' Complaint denying the material allegations of the Complaint.⁶

On February 21, 2023, a Hearing Notice was issued scheduling an Initial Hearing to be held telephonically on April 12, 2023, and assigning the matter to ALJ Ashton.

ALJ Ashton issued a Prehearing Order on March 9, 2023. The Prehearing Order, *inter alia*, directed the parties to comply with various procedural requirements and explained the burden of proof. The Prehearing Order stated the Complainant bears the burden of proof to establish that PECO violated its tariff, Public Utility Code (Code), or a Commission Order or regulation and that she is entitled to the relief requested in the Complaint. Prehearing Order at 4; I.D. at 2.

The hearing was held as scheduled on April 12, 2023. Ms. Flowers participated *pro se* and testified. Four (4) exhibits were offered by Ms. Flowers that were entered into the record. I.D. at 2; Tr. at 28-38. PECO appeared, represented by Khadijah Scott, Esquire, and presented the testimony of Anna Mae Migliaccio, a PECO regulatory

⁴ Ms. Flowers no longer resides at the Service Address and currently resides at 1101 Hook Rd. Apt. 350, Sharon Hill, Pennsylvania, 19079 (Current Address). Tr. at 14.

⁵ The owner of the Service Address is identified as Del Val Realty & Property Management, LLC, 49 E. Lancaster Ave, Suite 300, Malvern, PA 19355. Complaint at 3.

⁶ In its Answer, PECO indicated that Ms. Flowers had electric and gas heating service at the Service Address. Answer at 1.

assessor. PECO offered four (4) exhibits and they were entered into the record. I.D. at 2.; Tr. at 80-90.

The record closed on April 26, 2023.

ALJ Ashton's Initial Decision was issued on July 14, 2023. On August 3, 2023, Complainant filed Exceptions to the ALJ's Initial Decision. PECO filed Replies to Exceptions on August 18, 2023.⁷

II. Discussion

A. Legal Standards

1. Foreign Load

The term "foreign load" refers to the situation where a customer's meter registers utility usage not exclusive to the customer's dwelling unit or its occupants. In 1993, the General Assembly amended the Code to include 66 Pa. C.S. § 1529.1 to address foreign load issues.⁸ Section 1529.1 provides as follows:

⁷ PECO filed its Reply Exceptions on August 18, 2023, after the August 13, 2023 deadline set by the July 14, 2023 Secretarial Letter, indicating that it was served the Complainant's Exceptions via electronic mail on August 9, 2023 by the Complainant. R. Exc. at 1, Note 1. We note that, pursuant to 52 Pa. Code § 1.2, where the Commission deems it appropriate in the interest of justice, and where no prejudice results, a procedural defect may be disregarded where the substantive rights of the parties are not prejudiced. Finding no prejudice will result from consideration of the PECO's Reply Exceptions, in the circumstances, we shall hold in abeyance our consideration of PECO's Reply Exceptions, as noted *supra*.

⁸ Section 1529.1 was added to the Code by the enactment of Public Law 379, No. 54, on July 2, 1993, with an effective date of September 1, 1993.

§ 1529.1. Duty of owners of rental property

(a) **Notice to public utility.**—It is the duty of every owner of a residential building . . . , 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 . . . 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 . . .

(c) **Failure to give notice.**—Any owner of a residential building . . . 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).

The phrase “not individually metered,” as used in Section 1529.1, is not defined in the Code or our Regulations. *See, 1-A Realty v. Pa. PUC*, 63 A.3d 480, 483 (Pa. Cmwlth. 2013) (*1-A Realty*). However, since the enactment of Section 1529.1 of the Code in 1993, we consistently have defined “not individually metered” in our decisions

as the “utility meter for the unit is registering a foreign load, or usage not exclusive to the dwelling unit or its occupants.” *Id.* at 483 (citations omitted).⁹

In *Ace Check Cashing*, we explained the operation of Section 1529.1. Specifically, Subsection (a) of Section 1529.1 establishes an affirmative duty on the

⁹ See also, *David P. Boyce v. Duquesne Light Company*, Docket No. Z-00223698 (Opinion and Order entered September 1, 1994) (*Boyce*) (foreign load existed where tenant’s meter registered electric service for the compressor for the air conditioning unit servicing three apartment units); *Elizabeth Santos v. Metropolitan Edison Company*, Docket No. C-00967757 (Opinion and Order entered August 7, 1997) (*Santos*) (foreign load existed where tenant’s meter registered electric service to a barber shop and church located in tenant’s building); *Theodore P. Del Vecchio v. PPL Electric Utilities Corp.*, Docket No. Z-01464793, 2005 WL 2277638 (Opinion and Order entered September 13, 2005) (foreign load existed where tenant’s account registered electric service to well water pump and various outbuildings); *Linda Franckowiak v. PPL Electric Utilities Corp.*, Docket No. C-20054687, 2006 WL 4794383 (Order entered July 3, 2006) (*Franckowiak*) (“the existence of foreign wiring precludes a premises from being considered ‘individually metered’ for purposes of [Section 1529.1 of the Code].”); *Ronald Shank v. PPL Electric Utilities Corporation*, Docket No. C-2009-2087300 (Opinion and Order entered August 31, 2009) (*Shank*) (foreign load existed where tenant’s meter registers electric service from foreign wiring); *Ace Check Cashing, Inc. v. Philadelphia Gas Works*, Docket No. C-2008-2056428 (Opinion and Order entered May 21, 2010) (*Ace Check Cashing*). (foreign load existed where tenants’ gas meter registered gas service for hot water heater supply to separate floor of building); *Cosme v. PECO Energy Co.*, Docket No. C-2010-2171497, 2012 WL 1794917 (Final Order entered March 8, 2012) (foreign load existed where tenant’s meter registered electric service for hallway electric heater and light); *George W. Kopf, Jr. v. PECO Energy Co.*, Docket No. C-2012-2332993 (Opinion and Order entered June 13, 2013) (*Kopf*) (foreign load existed where tenant’s meter registered electric service to common areas in second floor hallway, basement and outside light); *1-A Realty v. PPL Electric Utilities Corp.*, Docket No. F-2010-2166554, et al. (Opinion and Order entered April 12, 2012), aff’d *1-A Realty v. Pa. PUC*, 63 A.3d 480 (Pa. Cmwlth. 2013) (foreign load existed where communal street lights in a mobile home park were connected to the electric boxes of the homes of the nearest tenants); *Gnana Chinniah v. PPL Electric Utilities Corp.*, Docket No. F-2012-2325248 (Opinion and Order entered May 9, 2013) (foreign load existed where tenant’s meter registered electric service to a detached storage shed located in the middle of a backyard of a duplex on the boundary between the two properties).

owner of a property to notify the utility if a residential building contains “one or more dwelling units, not individually metered.” If the landlord provides the required notice, Subsection (b) requires the utility to list the account with the foreign load in the landlord’s name and hold the landlord responsible for the payment for utility services rendered to the account.¹⁰ If the landlord fails to provide the required notice, Subsection (c) places an affirmative duty on the utility to proceed as if the notice had been provided. Thus, a utility has an affirmative duty to investigate a foreign load or high bill complaint, and if the utility discovers the presence of a foreign load, the utility is required to list the account in the landlord’s name and hold the landlord responsible for the payment for utility services rendered to the account. *See, Ace Check Cashing.*

Our foreign load policy in implementing Section 1529.1 is well-settled. That long-standing policy, as articulated in *Ace Check Cashing* (citing *Santos*), is as follows:

Upon the finding of foreign load, the utility would list the account, including any arrearages, in the name of the landlord. The landlord had the responsibility to pay the utility bills until the foreign load was corrected. Once the foreign load was corrected by the landlord and verified by the utility, the utility would place the account back in the name of the tenant. However, the arrearage, if any, was to remain with the landlord. There was no *de minimus* exception, and any dispute regarding the financial responsibilities of the parties [as between landlord and tenant] was a matter to be resolved

¹⁰ Prior to 1993, we resolved foreign load high bill complaints by directing the utility to remove the charges attributable to the foreign load from the customer’s bill and to issue a bill for the foreign load in the property owner’s name. *See, Albright v. UGI Penn Natural Gas Co., Inc.*, Docket No. F-2009-2139408 (Initial Decision Issued September 29, 2010) (*Albright*). Section 1529.1 changed this by mandating that the account registering foreign load be listed in the name of the property owner and that the owner be thereafter responsible for the payment of utility services rendered to such account until the foreign load is fixed.

in the Court of Common Pleas and outside this Commission's jurisdiction.

Accordingly, once a foreign load is verified on a tenant's service, the utility is to list the account in the property owner's name and hold the property owner financially responsible for the current balance and any arrearages¹¹ on the account. It is only after the landlord corrects the foreign load, as verified by the utility, that the utility must re-list the account back in the name of the tenant; however, the landlord remains responsible for any arrearage on the tenant's account that existed prior to when the utility verified that the foreign load was corrected. *Ace Check Cashing; Kopf*. The utility must pursue collection of any unpaid amounts on the foreign load-affected account from the landlord, and not from the tenant. *Santos*.

Section 1529.1 is intended to protect residential tenants from the loss of utility service because another customer has service terminated by the utility. *See, Santos*. Additionally, Section 1529.1 recognizes that the property owner is in a better position to know about and correct the existence of the foreign load than a tenant. *See, Albright; Ace Check Cashing*. The operation of Section 1529.1 provides an incentive for the landlord to correct the foreign load situation resulting from the wiring, plumbing, or piping for which the landlord is responsible. *See, Ace Check Cashing*.

¹¹ As clarified in *Glen DeHaven v. PECO Energy Company*, Docket No. C-2017-2585680 (Opinion and Order entered March 23, 2018) (*DeHaven*) and *Richard Dina v. PECO Energy Company*, Docket No. F-2017-2592410 (Opinion and Order entered March 23, 2018) (*Dina*), the utility shall transfer to the landlord only the account arrearages that accumulated at the premises/service address where the foreign load is found to exist and shall exclude any prior debts of the tenant that had been accumulated at another service address and that the utility transferred, pursuant to 52 Pa. Code § 56.35, to follow the financially-responsible tenant to the foreign load-affected premises.

B. ALJ's Initial Decision

In her Initial Decision, ALJ Ashton made sixteen (16) Findings of Fact and reached six (6) Conclusions of Law. I.D. at 3-4; 9-10.

The ALJ considered the claims raised by Ms. Flowers regarding whether the Company acted lawfully by providing the Complainant with adequate and reasonable service under 66 Pa. C.S. § 1501. I.D. at 6-8. The ALJ also considered whether the Company acted lawfully by transferring past-due account balances from an account in the Complainant's name at the Service Address to the Current Address under 52 Pa. Code § 56.35. *Id.* at 8-9.

The ALJ concluded that, under the circumstances, the Company had acted lawfully and that the Complainant failed to meet her burden to prove that PECO provided less than reasonable service. I.D. at 8. During the hearing, the Complainant and PECO agreed that no inspection had been conducted due to the fact that the breaker box was inaccessible to Ms. Flowers without her landlord's involvement. Ms. Flowers did not present any evidence indicating that she took steps to obtain access to the breaker box so PECO could conduct an inspection at the Service Address. *Id.*

The ALJ also concluded that PECO acted lawfully in transferring the past due account balances to the Complainant's present service account. I.D. at 9. ALJ Ashton stated that Ms. Flowers failed to meet her burden of proof under the law to establish that she was improperly billed for service by PECO. *Id.* at 8. The ALJ cited to 52 Pa. Code § 56.35, which governs the transfer of charges to and among utility customer accounts and determined that PECO appropriately transferred the balance from Ms. Flowers' Service Address to her Current Address. *Id.* at 9. The ALJ found that when Ms. Flowers' PECO service was terminated at the Service Address on November 30, 2022, the outstanding balance was \$542.91. *Id.* at 4. Therefore,

Ms. Flowers is responsible to pay the transferred outstanding balance from the Service Address. *Id.* at 9.

C. Exceptions and Reply Exceptions

Ms. Flowers' Exceptions are summarized as follows:

1. ALJ Ashton erred in determining that Complainant did not meet her burden of proof that PECO did not provide her with adequate and reasonable service which violated the Public Utility Code;
2. ALJ Ashton erred in determining that Complainant did not meet her burden of proof that PECO's transfer of the balance from the Service Address to Complainant's Current Address violated the Public Utility Code; and
3. ALJ Ashton denied Ms. Flowers a fair and impartial hearing, violating Ms. Flowers' due process and civil rights.

Exc. at 2-7.

Ms. Flowers asserts that the ALJ had been unfair, unjust and denied the Complainant due process and violated her Civil Rights. Ms. Flowers explains that ALJ Ashton did not allow her to cross examine witnesses and was interrupted and muted several times by ALJ Ashton during the hearing. It is Ms. Flowers' position that ALJ Ashton erred by excluding Ms. Flowers' Answer to PECO's Answer from evidence.

Exc. at 2.

The Complainant asserts that the ALJ erred in determining that she did not meet her burden of proof with respect to PECO violating the Public Utility Code by not providing her with adequate and reasonable service. Ms. Flowers argues that PECO

failed to respond to her requests for an investigation to be conducted regarding illegal electric hookups and wiring to be conducted at the Service Address. Exc. at 3.

In its Replies to Exceptions, PECO asserts that the Complainant failed to make specific allegations that the ALJ abused her discretion or made an error of law. PECO acknowledges that the ALJ provided the Complainant the opportunity to present evidence, cross examine PECO's witness and present any objections to evidence during the hearing. R. Exc. at 4.

PECO states that the Complainant contacted the Company on September 22, 2022, regarding flickering lights. PECO instructed the Complainant to contact her landlord and obtain access to the breaker box so that an inspection could be performed. In October 2022, PECO was unable to contact the Complainant and on November 30, 2022, PECO finalized the Complainant's account. PECO explains that an inspection could not have been performed due to the lack of access to the breaker box and that the Complainant had since moved from the residence. Since an inspection was not performed, PECO could not transfer the outstanding balance of \$542.19 to the property owner without confirmation of the foreign wiring consistent with 66 Pa. C.S. § 1529.1. R. Exc. at 4.

Finally, PECO asserts that the Complainant has failed to meet her burden of proof and failed to prove that the Company violated any regulation, statute or order. PECO requests that the Complainant's Exceptions be dismissed and the ALJ's Initial Decision be affirmed. R. Exc. at 5.

III. Disposition

Based on our review of the record in this proceeding and the applicable law, we shall remand this matter to the OALJ, per the discussion *infra*, and shall hold in

abeyance our consideration of the Exceptions and Replies thereto. Further evaluation of the Complaint has shown that the Complainant has made a *prima facie* claim of foreign load with regard to her electric service. Complaint at 2-3.

A public utility has an affirmative duty under Section 1529.1 of the Code to investigate a rental premise upon receiving from a tenant-customer a foreign load or high bill complaint and to transfer the account to the property owner upon discovering a foreign load. In *Franckowiak*, we ruled that the mere suspicion of foreign load is sufficient to trigger the public utility's obligation, pursuant to Section 1529.1, to list the account in the name of the property owner.

Here, PECO was made aware of the Complainant's allegations of overload, unlawful hookup, and high billing, *inter alia*, evidencing the possibility of foreign load,¹² yet PECO failed to conduct an investigation claiming inaccessibility without the property owner's involvement. Furthermore, we have previously stated that a utility is not required to coordinate with a landlord in carrying out its obligations under Section 1529.1 to perform a foreign load investigation, noting that such a requirement could encourage dilatory behavior on behalf of the landlord to the frustration of the lessees. *Franckowiak*.

The crux of Ms. Flowers' Complaint and Exceptions is tied to the results of a foreign load investigation. PECO had an affirmative duty under Section 1529.1 of the Code to investigate Ms. Flowers' Complaint. However, the record does not reflect

¹² We note that in Complainant's Exhibit B, BCS' Informal Complaint Decision issued in this matter, BCS concludes that PECO "has found no evidence of foreign, shared, or mixed meters." Complainant Exh. B at 9. Additionally, in PECO's Exhibit 4, "BCS Decision Report" (on Exelon letterhead), the "Resolution Description" states, in pertinent part, "[d]ismissal issued Company has been unable to schedule an appointment with the customer to test for high voltage, meter sharing, blackouts, extreme heat, and illegal hookup issues as reported in the PUC Complaint." PECO Exh. 4 at 1. We find this information further evidences a foreign load claim made by the Complainant that, upon review of the record, has not been adequately addressed.

whether PECO has, in fact, conducted a foreign load investigation on Ms. Flowers' account. Due to the fact that the record has not been fully developed on this issue, we believe that a remand is necessary for the limited purpose of addressing Ms. Flowers' foreign load claim at the Service Address and for considering any appropriate redress allowed by statute for PECO's actions. Consequently, we will remand this matter to OALJ for a hearing, as deemed necessary, consistent with this Opinion and Order and for appropriate resolution.

Because we are remanding this matter, consistent with this Opinion and Order, we will hold in abeyance our consideration of Ms. Flowers' Exceptions and Replies to Exceptions thereto at this time pending the outcome on remand.

IV. Conclusion

Based on our review of the record, we shall hold in abeyance our consideration of the Exceptions and Replies thereto currently pending before us and remand this matter to the OALJ for the limited purpose of addressing the Complainant's foreign load claim in this proceeding, consistent with this Opinion and Order;

THEREFORE,

IT IS ORDERED:

1. That the Commission's consideration of the Exceptions filed by Vanee Flowers on August 3, 2023, to the Initial Decision of Administrative Law Judge Arlene Ashton issued at Docket No. F-2023-3037961 and the Reply Exceptions filed by PECO on August 18, 2023, will be held in abeyance, consistent with this Opinion and Order.

2. That this matter shall be remanded to the Office of Administrative Law Judge for such further proceedings, as deemed necessary, and an appropriate resolution.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: October 19, 2023

ORDER ENTERED: October 19, 2023

Pa PUC STATEMENT OF POLICY
52 PA CODE CH Resolutions of Complainants Involving 66 Pa.C.S
§1529.1 Relating to Duties of Owners of Rentals Property

FOREIGN LOAD

Pages 10 in Addition to this Page.

Page 17 of 22

STATEMENTS OF POLICY

PENNSYLVANIA PUBLIC UTILITY COMMISSION

[52 PA. CODE CH. 69]

[28 Pa.B. 5497]

[L-980137]

(FOREIGN LOAD)

Resolution of Complaints Involving 66 Pa.C.S. § 1529.1 (Relating to Duties of Owners of Rental Property)

The Pennsylvania Public Utility Commission (Commission) adopted a proposed policy statement for comment. The proposed policy statement sets forth generic policy determinations that will be applied to resolve issues common to many foreign load complaints. The proposed policy also sets forth Commission notice and service procedures for processing informal and formal foreign load complaints. Foreign load is utility service usage that is registered by a customer's meter, but is provided to another dwelling unit, or a common area of a building. The contact persons are Patricia Krise Burket, Law Bureau, (717) 787-3464 and David Lewis, Bureau of Consumer Services, (717) 783-5187.

Commissioners Present: John M. Quain, Chairperson; Robert K. Bloom, Vice Chairperson; David W. Rolka; Nora Mead Brownell; Aaron Wilson, Jr.

Public Meeting held
September 17, 1998

Resolution of Issues Common to Complaints Involving 66 Pa.C.S. § 1529.1 (relating to duty of owners of rental property); Doc. No. L-00980137

Proposed Policy Statement

By the Commission:

The term "foreign load" describes a situation where a (ratepayer's) meter registers usage for utility service provided to another person or other persons, or for use in a common area shared by others, for example, hallway lighting, furnace fan, laundry room appliances. Consequently, a ratepayer whose meter registers foreign load usage may be billed and pay for utility service that he or she did not use.

Cases involving foreign load are not new to this Commission. Typically, a customer who files a complaint alleging the existence of foreign load has first called the utility questioning a high bill, and upon investigation, the utility discovers the foreign load wired to the customer's meter.

Prior to 1993, these complaints were generally resolved by the Commission's directing the utility remove the charges attributable to the foreign load from the bill, and to issue a bill for the foreign in the building owner's name until the foreign load situation was corrected. The direction was

given by the Commission under its statutory power to reform contracts under 66 Pa.C.S. § 508 (relating to power of the Commission to vary, reform and revise contracts). See *Columbia Gas of Pennsylvania, Inc. v. Pa. Public Utility Commission*, 535 A. 2d 1246 (Pa. Cmwlth. 1988). Under this arrangement, the tenant had the responsibility to contact the utility to discover a possible foreign load, and to prosecute a Commission complaint to have the charges attributable to the foreign load removed from his or her bill.

In 1993, the Public Utility Code was amended to include section 1529.1, 66 Pa.C.S. § 1529.1¹. This section transfers the responsibility for foreign load from the tenant to the building owner². This is accomplished by placing a duty on the building owner to disclose to the utility the existence of foreign load. This is a more equitable arrangement as a building owner is in a better position to know about the existence of a foreign load situation than a tenant in the building. Section 1529.1 reads 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 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 the section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

Numerous complaints involving foreign load have been filed since the enactment of section 1529.1. Because the complaints involve recurring issues, we believe that it is appropriate to develop a policy statement to provide guidance to interested parties on these issues³.

I. Proposed Policy Defining "A Dwelling Unit, Not Individually Metered" To Exclude Situations Involving Minimal Foreign Load.

Since the enactment of section 1529.1, the Commission has been faced with several cases where there was more than one dwelling unit in a building, and although each dwelling unit was individually metered, there was foreign load attached to the meter of one dwelling unit. Although in some cases, the foreign load was characterized as *de minimis*⁴, the ultimate resolution was to place that account in the building owner's name. Two reasons support this resolution: (1) the difficulty of developing a definition of *de minimis* foreign load that can be readily applicable to all situations; and (2) the adverse effect on one or more of the building's other tenants resulting from termination of service to the foreign load.

Such a strict interpretation of the law has proven harsh for small building owners who have been forced to rewire or replumb an entire building to separately meter such things as hall lights, an

Date 19 of 22

Your Formal Pennsylvania Public Utility Commission Complaint at Docket F-2022-3037961 -
ACTION REQUIRED

From: Migliaccio, Anna Mae M:(PECO) (anna.migliaccio@peco-energy.com)

To: vaneedflowers@yahoo.com

Cc: Khadijah.Scott@exeloncorp.com

Date: Thursday, April 4, 2024 at 06:43 PM EDT

April 4, 2024

Via Email – vaneedflowers@yahoo.com

VANEE FLOWERS
1101 HOOK RD *UNIT 305
SHARON HILL PA 19079

Re: Your Formal Pennsylvania Public Utility Commission Complaint v PECO Energy at Docket - F-2022-3037961

Dear Ms. Flowers:

My name is Anna Migliaccio, and I am the Regulatory Assessor at PECO Energy who was assigned your formal Pennsylvania Public Utility Commission complaint at Docket F-2022-3037961.

The information below may settle your complaint:

PECO records indicate that on 1/19/23 your account balance of \$542.91 was transferred from your previous service address of 927 COATES ST *FL 2nd SHARON HILL PA 19079 to your current account at 1101 HOOK RD *UNIT 305 SHARON HILL PA 19079.

In an effort to settle your complaint, the Company is willing to credit your account in the amount of \$542.91 and offer you a 24-month payment agreement on your remaining account balance.

Please advise if this will settle your complaint or if you have questions, please contact me at 215-841-5776 or via email at amigliaccio@peco-energy.com

Sincerely,
Anna Migliaccio
PECO
Regulatory Affairs
amigliaccio@peco-energy.com
215-841-5776

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Your Formal Pennsylvania Public Utility Commission (PUC) Complaint v PECO Energy at Docket F-2023-3037961

From: Migliaccio, Anna Mae M:(PECO) (anna.migliaccio@peco-energy.com)

To: vaneedflowers@yahoo.com

Date: Thursday, February 16, 2023 at 12:49 PM EST

February 16, 2023

Via E Mail

Vanee Flowers
1101 HOOK RD
*UNIT 305
SHARON HILL PA 19079

Re: Your Formal Pennsylvania Public Utility Commission Complaint v PECO Energy at Docket F-2023-3037961

Dear Ms Flowers:

My name is Anna Migliaccio and I am the Regulatory Assessor who is currently reviewing the formal complaint that you filed with the Pennsylvania Public Utility Commission at Docket F-2023-3037961. The following information may be of some assistance in resolving your formal complaint.

It appears that you are requesting PECO to investigate service at your former address at 927 COATES ST *FL 2nd SHARON HILL PA 19079 represented by PECO account number 30704-23169.

PECO records indicate on 9/22/22 you called the Company and stated - you had flickering lights; and you were also requesting the Company to investigate the property for high voltage from pole to house, possible shared metering, power going out, flickering lights and the apartment being hot; however, you did not have access to the breakers because they were not in your apartment.

The Company was willing to investigate the flickering lights and all other power concerns provided you were available to be contacted to completely explain/confirm all concerns regarding the power; and access was given by you or an authorized 3rd party to the circuit breaker box, multiple meters in the building, other apartment units, etc.

Your account was scheduled for a flickering light investigation which was delayed initially due to the limited access (breaker box not being accessible).

PECO records indicate that on 11/18/2022 you had established service at another address, 1101 HOOK RD *UNIT 305 SHARON HILL PA 19079 and no longer have service at the address that is included in your billing dispute. With that stated, we are not able to conduct an investigation since the account has been final billed on November 30, 2022 for service in your name at the address of 927 Coates St 2nd Sharon Hill. The Company did transfer the outstanding balance of \$542.91 from the 927 Coates St 2nd address to your current address 1101 Hook Rd Unit 305 in accordance with Pa Regulation 56.16(b).

In an effort to settle the complaint, the Company is willing to credit your account in the amount of \$121.75 (this represents the electric billing for October 7, 2022 for \$54.77; November 7, 2022 for \$44.67 and November 30, 2022 for \$22.31 for the service at 927 Coates St 2nd; and offer you a 24 month payment agreement on the remaining account balance.

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A review of your account indicates that you may be eligible for the CAP program which may benefit you – attached below is a link for the CAP application.

[Customer Assistance Program - Percentage of Income Payment Plan \(CAP-PIPP\) | PECO - An Exelon Company](#)

Please advise if this will settle your complaint or, if you would like to discuss further, please email me or contact me at 215-841-5776.

Sincerely,
Anna Migliaccio
PECO
Regulatory Affairs
215-841-5776

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Your Formal Pennsylvania Public Utility Commission Complaint at Docket F-2022-3037961 -
ACTION REQUIRED

From: Migliaccio, Anna Mae M:(PECO) (anna.migliaccio@peco-energy.com)

To: vaneedflowers@yahoo.com

Cc: Khadijah.Scott@exeloncorp.com

Date: Thursday, April 4, 2024 at 06:43 PM EDT

April 4, 2024

Via Email – vaneedflowers@yahoo.com

VANEE FLOWERS
1101 HOOK RD *UNIT 305
SHARON HILL PA 19079

Re: Your Formal Pennsylvania Public Utility Commission Complaint v PECO Energy at Docket - F-2022-3037961

Dear Ms. Flowers:

My name is Anna Migliaccio, and I am the Regulatory Assessor at PECO Energy who was assigned your formal Pennsylvania Public Utility Commission complaint at Docket F-2022-3037961.

The information below may settle your complaint:

PECO records indicate that on 1/19/23 your account balance of \$542.91 was transferred from your previous service address of 927 COATES ST *FL 2nd SHARON HILL PA 19079 to your current account at 1101 HOOK RD *UNIT 305 SHARON HILL PA 19079.

In an effort to settle your complaint, the Company is willing to credit your account in the amount of \$542.91 and offer you a 24-month payment agreement on your remaining account balance.

Please advise if this will settle your complaint or if you have questions, please contact me at 215-841-5776 or via email at amigliaccio@peco-energy.com

Sincerely,
Anna Migliaccio
PECO
Regulatory Affairs
amigliaccio@peco-energy.com
215-841-5776

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FW: [External] Fw: IN RE: F-2023-3037961 FROM THE COMPLAINANT VANEE FLOWERS

From: McNeal, Pamela (pmcneal@pa.gov)

To: vaneedflowers@yahoo.com

Cc: Khadijah.Scott@exeloncorp.com

Date: Friday, April 26, 2024 at 09:33 AM EDT

Good morning

Ms. Flowers,

Per your request, I will ask the scheduling department to update your contact information. I attached the Hearing Notice and the Prehearing Order On Remand.

Attached to this message are the following documents which have not been changed since the original date of issue:

1. Notice of Remand Hearing issued March 8, 2024; and
2. Prehearing Order issued March 9, 2023

Each of these documents includes the call-in information necessary to participate in the hearing.

For your convenience, the call-in information is repeated here:

Toll-free Bridge Number: 877.989.3761

PIN Number: 25585319

Please note that if you wish to participate in the hearing, you must dial the toll-free number. You will be prompted to enter a PIN number, which is also listed below. You will be asked to speak your name, press the # key, and then the telephone system will connect you to the hearing. If you have any witnesses you want to have present during the hearing who are participating from a separate phone, you must provide them with the telephone number and PIN Number.

Thank you,

Pamela McNeal

Legal Assistant

Office of the Administrative Law Judge

From: Vanee Flowers <vaneedflowers@yahoo.com>

Sent: Thursday, April 25, 2024 9:34 AM

To: McNeal, Pamela <pmcneal@pa.gov>; Scott Khadijah:(PECO) <khadijah.scott@exeloncorp.com>;

Botak Amy:(PECO) <amy.botak@exeloncorp.com>; Migliaccio Anna Mae M:(PECO)

<anna.migliaccio@peco-energy.com>

Subject: [External] Fw: IN RE: F-2023-3037961 FROM THE COMPLAINANT VANEE FLOWERS

ATTENTION: This email message is from an external sender. Do not open links or attachments from unknown senders. To report suspicious email, use the [Report Phishing button in Outlook](#).

Ms. Vanee Deshell Flowers
vaneedflowers@yahoo.com
484-494-1177 home
1101 Hook Road Apt. 305
Sharon Hill, Pa 19079

----- Forwarded Message -----

From: Vanee Flowers <vaneedflowers@yahoo.com>
To: pmcneal@pa.gov <pmcneal@pa.gov>
Sent: Friday, April 19, 2024 at 03:45:50 PM EDT
Subject: IN RE: F-2023-3037961 FROM THE COMPLAINANT VANEE FLOWERS

April 19, 2024

IN RE: F-2023-3037961 FROM THE COMPLAINANT VANEE FLOWERS

Dear Ms Mcneal

For the Initial Hearing on Remand Telephonic scheduled for Wednesday, May 01, 2024, at 10:00 A.M. before Administrative Law Judge Arlene Ashton.

Please kindly correct and update my contact and phone number to the following, 484-494-1177, and email address to vaneedflowers@yahoo.com in order to be reached and be included in the telephonic hearing. Please also update the pin number i will have to use to access the phone hearing, to reflect the above new changed phone number to be included in the above telephone scheduled.2nd telephonic hearing as a direct order from the PUC'S Opinion and Order from Exception s of the complainant Vanee Flowers filed and held in Abeyance by the PENNSYLVANIA PUC COMMISSION.
thank you for your kind cooperation in this matter. if you have concerns, please feel free to reach me directly at the phone and email address provided in this email.

Thank you,

Ms. Vanee Deshell Flowers
vaneedflowers@yahoo.com
484-494-1177 home
1101 Hook Road Apt. 305
Sharon Hill, Pa 19079

IN RE: F-2023-3037951 FR THE INITIAL HEARING ON REMAND NOTICE



F-2023-3037961 Initial Hearing On Remand Notice.pdf
133.9kB



F-2023-3037961 Vanee Flowers PECO and Gas Prehearing Order On Remand.pdf
153.1kB

Exhibits E

Administrative Law Judge Initial Decision on
Remand Issued August 19, 2024.

And

ALJ Initial Decision Issued July 14, 2023

By Arlene Ashton

PA PUC eServe Notice

From: ra-pceserve@pa.gov

To: msvaneedeshellf@gmail.com

Cc: vaneedflowers@yahoo.com

Date: Monday, August 19, 2024 at 10:41 AM EDT

Dear VANEE DESHELL FLOWERS,

A(n) **Initial Decision** has been served in this proceeding. This document is docketed as **F-2023-3037961**. You may view this document at

[F-2023-3037961 Vane Flowers v PECO Energy Company ID On Remand.pdf](#)

You are receiving this email because you are a(n) **Complainant** 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.