

PUBLIC SERVICE COMMISSION OF DELAWARE

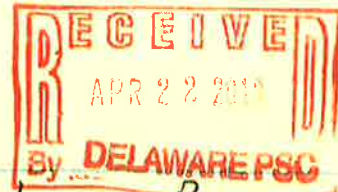
EXHIBIT LOG

**IN THE MATTER OF THE FORMAL COMPLAINT OF
JAMES K. COOKE AGAINST DELMARVA POWER & LIGHT
COMPANY REGARDING A DISPUTED ACCOUNT**

DOCKET NO. 19-0279

EXHIBIT NUMBER	SPONSOR	DESCRIPTION
1	JAMES COOKE	JAMES COOKE FORMAL COMPLAINT AGAINST DPL
2	DELAWARE DIVISION OF THE PUBLIC ADVOCATE	DPA STATUTORY NOTICE OF INTERVENTION
3	DELMARVA POWER & LIGHT COMPANY	DPL'S ANSWER TO FORMAL COMPLAINT
4	DELAWARE PUBLIC SERVICE COMMISSION	NOTICE OF REFERRAL OF MATTER TO A HEARING EXAMINER
5	JAMES COOKE	AMENDED FORMAL COMPLAINT
6	DELAWARE PUBLIC SERVICE COMMISSION	LETTER FROM HEARING EXAMINER REGARDING ADDITIONAL DISCOVERY AND THE EVIDENTIARY HEARING
7	DELAWARE PUBLIC SERVICE COMMISSION	LETTER FROM HEARING EXAMINER REGARDING EVIDENTIARY HEARING CONTINUED
8	DELAWARE PUBLIC SERVICE COMMISSION	EMAIL FROM HEARING EXAMINER ISSUING A BRIEFING SCHEDULE FOR MOTION TO DISMISS
9	DELMARVA POWER & LIGHT COMPANY	DPL'S MOTION TO DISMISS & AFFIDAVIT IN SUPPORT
10	DELAWARE PUBLIC SERVICE COMMISSION	EMAIL FROM HEARING EXAMINER EXTENDING THE DEADLINE FOR COOKE'S ANSWER TO DELMARVA'S MOTION TO DISMISS UNTIL NOVEMBER 20, 2019

4/18/19



Formal Complaint Against Delmarva Power

2.3 1.1 - JAMES K. COOKE 35764 Atlantic Ave. #945
OCEAN VIEW, DE 19970
KCOOKE35Z@aol.com 302-236-0916

2.3 1.2 - Delmarva Power

2.3 1.3. - James Cooke signed a lease agreement with Wilgus Associates for 431 LeKites Av. Bethany Beach from 11/30/17 to 5/26/18. Beil was the homeowner. As per verbal agreement the electric bill was to remain in Beil's name and Cooke would make monthly payments to Wilgus Associates. Cooke made 3 or 4 of these payments directly to Wilgus.

- At some point during the lease period Wilgus Associates and Delmarva Power without my knowledge or consent opened a power account in James Cooke's name.
- Delmarva Power failed to request or receive the required Lease Holder Authorization Form with the tenants contact information and signature.
- At NO point during the lease period did Delmarva Power, Wilgus Associates or Beil contact me about putting power bill in my name.

Formal Complaint Against Delmarva Power

- JAMES COOKE DURING THE LEASE PERIOD NEVER RECEIVED ANY BILLS OR NOTICES FROM DELMARVA POWER TO MY LEGAL MAILING ADDRESS.
- JAMES COOKE RECEIVED A \$915 HOME ENERGY ASSISTANCE AWARD PAID TO DELMARVA POWER OF WHICH \$654.22 WAS CREDITED AND REFUNDED TO BEL
- NO ONE WAS ENTITLED TO THESE FUNDS EXCEPT JAMES COOKE.
- AGAIN - DELMARVA POWER NEVER CONTACTED JAMES COOKE ABOUT BILLING OR USE OF FUNDS.
- DELMARVA POWER HAS VIOLATED TAMPA'S IT'S REQUIRED TO FOLLOW.
- DELMARVA POWER FAILED TO OBTAIN ANY AUTHORIZATION TO OPEN A LEGAL ACCOUNT IN JAMES COOKE'S NAME.
- THE DELMARVA POWER ACCOUNT WAS FRAUDULENTLY OPENED IN JAMES COOKE'S NAME THEREFORE COOKE IS NOT ILLEGALLY LIABLE FOR ANY OUTSTANDING BILLS.

2.3 1.4 - Relief requested - Delmarva Power to CEASE ANY & ALL collection efforts against JAMES COOKE AND REMOVE FROM HIS CREDIT FILE. HAVE NATIONAL RECOVERY AGENCY delete collection account from JAMES COOKE'S CREDIT.

- Refund to JAMES COOKE \$654.22 illegally given to BEL.

2-2
James K. Cooke

COOKE
35764 Atlantic Ave. #945
Ocean View, DE 19970

WILMINGTON DE 197
18 APR 2019 PM 2 L



Public Service Commission

Attn. Donna Nickerson

861 Silver Lake Blvd.

Suite 100

Dover, DE 19904

199042467



BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF DELAWARE

IN THE MATTER OF THE FORMAL COMPLAINT)
OF JAMES K. COOKE AGAINST DELMARVA)
POWER & LIGHT COMPANY REGARDING A) PSC DOCKET NO. 19-0279
DISPUTED ACCOUNT (Filed April 29, 2019))

STATUTORY NOTICE OF INTERVENTION

Pursuant to 29 *Del. C.* §8716, the Public Advocate hereby gives notice to Delmarva Power & Light Company that he files this statement of intervention in PSC Docket No. 19-0279 for any and all purposes appropriate for a party in such proceedings. Furthermore, to the extent permitted by 26 *Del. C.* §114(b)(1), the Public Advocate intends to impose and collect from Delmarva Power & Light Company his expenses and the compensation and expenses of his agents, representatives, consultants and employees incurred in connection with this docket.

/s/ Regina A. Iorii

Regina A. Iorii (#2600)
Deputy Attorney General
Delaware Department of Justice
820 N. French Street, 6th Floor
Wilmington, DE 19801
(302) 577-8159
regina.iorii@delaware.gov

Dated: May 10, 2019

Counsel for the Delaware Division
of the Public Advocate

Exhibit No. 2

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF DELAWARE

IN THE MATTER OF THE FORMAL COMPLAINT)
OF JAMES K. COOKE AGAINST DELMARVA)
POWER & LIGHT COMPANY REGARDING A) PSC DOCKET NO. 19-0279
DISPUTED ACCOUNT (Filed April 29, 2019))

CERTIFICATE OF SERVICE

I hereby certify that on May 10, 2019 I caused a copy of the attached **STATUTORY NOTICE OF INTERVENTION** to be filed with the Delaware Public Service Commission using Delafile and to be served on the following persons via electronic mail.

James Cooke	kcooke352@aol.com
Todd L. Goodman, Esq.	todd.goodman@pepcoholdings.com
Robert Willard, Esq.	robert.willard@delaware.gov
Patricia Gannon	patricia.gannon@delaware.gov
Samantha Misner	samantha.misner@delaware.gov
Andrew C. Slater	andrew.slater@delaware.gov
Andrea B. Maucher	andrea.maucher@delaware.gov

/s/ Regina A. Iorii
Regina A. Iorii (#2600)
Deputy Attorney General
Delaware Department of Justice
820 N. French Street, 6th Floor
Wilmington, DE 19801
(302) 577-8159
regina.iorii@delaware.gov

Dated: May 10, 2019

Counsel for the Delaware Division
of the Public Advocate



An Exelon Company

Lindsay B. Orr
Assistant General Counsel

302.429.3143 – Telephone
302.429.3801 – Facsimile

U.S. mail:
92DC42
PO Box 6066
Newark, DE 19714-6066

Lindsay.Orr@exeloncorp.com

All other deliveries:
92DC42
500 N Wakefield Drive
Newark, DE 19702

May 20, 2019

Via Delafile

Ms. Donna Nickerson, Secretary
Delaware Public Service Commission
Cannon Building, Suite 100
861 Silver Lake Boulevard
Dover, DE 19904

Re: In the Matter of the Formal Complaint of James K. Cooke Against Delmarva Power & Light Company Regarding a Disputed Account (Filed April 22, 2019), PSC Docket No. 19-0279 –
Answer of Delmarva Power & Light Company

Dear Secretary Nickerson,

Enclosed please find Delmarva Power & Light Company's Answer in the above-captioned matter.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "L. Orr".

Lindsay B. Orr (Del. I.D. 5321)

Attachment

cc: Mr. James K. Cooke
Service List

Exhibit No. 3

IN THE PUBLIC SERVICE COMMISSION OF THE STATE OF DELAWARE

IN THE MATTER OF THE FORMAL COMPLAINT)
OF JAMES K. COOKE AGAINST DELMARVA)
POWER & LIGHT COMPANY REGARDING) PSC Docket No. 19-0279
A DISPUTED ACCOUNT (FILED APRIL 22, 2019))

Answer of Delmarva Power & Light Company

Lindsay B. Orr
Assistant General Counsel
Delmarva Power & Light Company
PO Box 6066
Newark, Delaware 19714
(302) 429-3143
(302) 429-3801 (fax)

Dated: May 20, 2019

Delmarva Power & Light Company (“Delmarva” or the “Company”), by and through its undersigned counsel, hereby responds to the complaint of James K. Cooke (“Petitioner”), as follows.

1. **Allegation:** “James Cooke signed a lease agreement with Wilgus Associates for 431 Lekites Av. Bethany Beach from 11/30/17 to 5/26/18. Beil was the homeowner. As per verbal agreement the electric bill was to remain in Beil’s name and Cooke would make monthly payments to Wilgus Associates. Cooke made 3 or 4 of these payments directly to Wilgus.”

Response: The Company is without knowledge or information sufficient to admit or deny the allegations contained in this paragraph and therefore denies them. By way of further response, the Company refers to the lease documents between Petitioner and Wilgus Associates, Inc. (“Wilgus”), which are written documents the contents of which speak for themselves, and copies of which are attached hereto as Exhibit A.

2. **Allegation:** “At some point during the lease period Wilgus Associates and Delmarva Power without my knowledge or consent opened a power account in James Cooke’s name.”

Response: Denied as stated. On November 30, 2017, Wilgus requested service in Petitioner’s name at 431 Lekites Avenue #5, Bethany Beach, Delaware 19930 (the “Property”). Petitioner had previously signed lease documents acknowledging “Guest to pay all utilities, i.e. electric” (Ex. A.) Delmarva Power initially rejected the request because Petitioner had a prior balance in his name, and service remained in the name of the owner of the Property, Dolf Biel. On April 5, 2018,

Wilgus again requested service be put in Petitioner's name, and at that time service was placed in his name. Delmarva Power issued revised bills to Petitioner in his name, back billing Petitioner to the time Wilgus first requested service be put in his name, which represented the amount of time Petitioner had leased the Property. The Low-Income Home Energy Assistance Program ("LIHEAP") grant that previously had been issued to Petitioner was applied to the amount billed to Petitioner. At the time the final bill was issued for the account, Petitioner owed \$183.11. Copies of all bills issued to Petitioner at the Property are attached hereto as Exhibit B.

3. **Allegation:** "Delmarva Power failed to request or receive the required Lease Holder Authorization Form with the tenant's contact information and signature."

Response: Denied as stated. The document referenced in this paragraph and attached to Petitioner's complaint entitled "Property Manager/Landlord Start/Stop Service Lease Holder Authorization Form" (the "Lease Holder Authorization Form") does not apply in this situation. The Lease Holder Authorization Form must be completed by landlords or property owners who are requesting service in the name of their tenant. The form does not apply to realtors such as Wilgus.

4. **Allegation:** “At NO point during the lease period did Delmarva Power, Wilgus Associates or Beil contact me about putting power bill in my name.”

Response: Denied. Petitioner signed lease documents acknowledging “Guest to pay all utilities, i.e. electric” (Ex. A.) Additionally, Delmarva Power issued revised bills to Petitioner in his name. (Ex. B.)

5. **Allegation:** “James Cooke during the lease period never received any bills or notices from Delmarva Power to my legal mailing address.”

Response: Denied as stated. Petitioner received bills in his name at the Property. (Ex. B.)

6. **Allegation:** “James Cooke received a \$915 Home Energy Assistance Award paid to Delmarva Power of which \$654.22 was credited and refunded to Beil.”

Response: Denied as stated. Petitioner received a LIHEAP grant in the amount of \$915, which initially was applied in full to Mr. Biel’s account, as service was still in Mr. Biel’s name when Petitioner received the grant. After service was put in Petitioner’s name, Delmarva Power issued revised bills to Petitioner in his name, back billing Petitioner to the time Wilgus first requested service be put in his name, which represented the amount of time Petitioner had leased the Property. Mr. Biel was credited for the amounts he had paid, and the full amount of the LIHEAP grant was credited to Petitioner.

7. **Allegation:** “No one was entitled to these funds except James Cooke.”

Response: Denied as stated. LIHEAP grants are issued for payment of utility bills and not for the personal use of the recipient. Petitioner received credit on his Delmarva Power bill for the full amount of the \$915 LIHEAP grant at issue.

8. **Allegation:** “Again – Delmarva Power never contacted James Cooke about billing or use of funds.”

Response: Denied. Petitioner received bills in his name at the Property. (Ex. B.) These bills reflect the credit to Petitioner’s account of the \$915 LIHEAP grant.

9. **Allegation:** “Delmarva Power has violated tariffs it’s required to follow.”

Response: Denied.

10. **Allegation:** “Delmarva Power failed to obtain any authorization to open a legal account in James Cooke’s name.”

Response: Denied.

11. **Allegation:** “The Delmarva Power account was fraudulently opened in James Cooke’s name therefore Cooke is not illegally liable for any outstanding bills.”


Response: Denied.

12. Delmarva denies that Petitioner is entitled to the relief requested in the Complaint.

WHEREFORE, Delmarva respectfully requests that the following relief be granted:

- a. That the complaint be dismissed, with prejudice, against James K. Cooke for the reasons addressed herein; and
- b. That the Commission enter an order in favor of Delmarva and against the Petitioner regarding all allegations raised in the Complaint.

Respectfully Submitted,



Lindsay B. Orr (DE Bar 5321)
Assistant General Counsel
Delmarva Power & Light Company
PO Box 6066
Newark, Delaware 19714
(302) 429-3143
(302) 429-3801 (fax)
lindsay.orr@exeloncorp.com

Dated: May 20, 2019

Exhibit A



CONFIRMATION AGREEMENT

Wilgus Associates, Inc.
P.O. Box 309 (32904 Coastal Highway)
Bethany Beach, Delaware 19930
(302) 539-7511 - (800) 441-8118
www.wilgusassociates.com

Balance for checkin
\$125.00 Booking fee
52.50 Tax
\$177.50

Table with 2 columns: Item, Amount. Rows include Date 11/29/2017, Rent \$2,250.00, Reservation Fee \$125.00, security deposit \$750.00, Sales tax \$157.50, Total Charges \$3,282.50, Paid \$1,500.00, Balance \$1,782.50

James Cooke
35764 Atlantic Ave #945
Ocean View, DE 19970

Reservation Number: 69688
Arrive: 11/30/2017~ Depart: 02/28/2018
Unit: 431 Lekites Avenue ~ Phone: (302) 829-8367
Beach Hollow ~ Bethany Beach
431BH Beil

Max Occupancy: 6; 3 Bedrooms~2.5 Baths
Bedding 1: Q, Bedding 2: 2T, Bedding 3: U

ALL BALANCES DUE 30 DAYS PRIOR TO CHECK-IN. CHECK IN 3:00 PM./CHECK OUT 10:00AM. KEYS/PERMITS/PASSES TO BE PICKED UP FROM AND RETURNED TO THE WILGUS RENTAL OFFICE

Owner of the above cited property, represented by WILGUS ASSOCIATES INC., Agent, does hereby agree to rent the property for the dates cited to Guest who hereby agrees to rent the property from Owner for the dates cited and pay rent to Agent, on the following terms and conditions:

- 1. It is mutually agreed that Agent or Owner or employees for the purpose of clean-up and repair, may remain on the premises until 8:00 p.m. (when necessary) on the date this agreement commences.
2. All Confirmation Agreements will be assessed a non-refundable Security Deposit Waiver in the amount of \$50 to cover any accidental damage up to \$1000.
3. If a unit is not left in "broom clean" condition, the guest will be automatically billed an additional cleaning fee.
4. If Guest defaults for twenty-four hours in any of the above scheduled payments, Agent and/or Owner may evict Guest and have such other remedies as provided by the laws of Delaware.
5. Guest agrees that this agreement may not be assigned, sublet, or used for commercial business purposes.
6. Guest acknowledges that Guest has either personally inspected the premises and accepted it "as is" or if not hereby waives the right to withhold rent for any alleged deficiency in the premises or to claim that the property has been misrepresented to Guest either by Agent or Owner. *NO REFUNDS WILL BE GIVEN.
7. If during the term of this agreement, the building is so damaged by fire or other casualty without fault or negligence of the Guest and it is rendered wholly unfit for occupancy and cannot be repaired within 48 hours, then this agreement shall terminate as of the date of such damage and the Guest shall pay the rent apportioned to the time of damage.
8. Guest will pay all the toll charges where a telephone is installed and will pay an additional \$50.00 collection fee if Agent has cause to bill Guest for said toll charges.
9. Guest agrees that neither Agent nor the Owner will be held liable or responsible in any way whatsoever for any injuries, accidental or otherwise, that may be insured or suffered upon the premises from any cause whatsoever during the term of this agreement.
10. If in the sole discretion of the Agent or the Owner, the Guest becomes objectionable to the neighbors, to the property or for any reason whatsoever, the Guest may be evicted with no refund given, whether or not Guest is otherwise in default under this agreement.

- 11. This agreement must be signed by Guest and returned to Agent within five days from the date he eod or the property may be forfeited and the Guest will forfeit all deposits paid.
- 12. Owner and Guest hereby acknowledge that their relationship of Owner - Guest hereby created, was brought about through the offices and services of WILGUS ASSOCIATES, INC. - Agent, in Bethany Beach, Delaware. Acting as Agent to the Owner, and to whom the Owner is hereby bound to pay for such services the agreed amount of commission of the total rent, to be due and payable unto such Agent immediately upon the execution hereof out of the first installment of rental paid, which Owner hereby directs Agent to collect from the Guest and receipt for on behalf of such Owner. Any rental funds held by Agent are subject to earn interest to the Agent before being disbursed to the Owner. If at any time during the two calendar years beginning January 1st, after the termination hereof, the Owner should re-rent the property to said Guest for a future term, there shall be due and payable to said agent from the Owner 15% commission of the total rent, named in any such re-rent.
- 13. Pet Policy: Pets are only allowed in pre-authorized "pet friendly" properties, requiring additional security deposit and cleaning fee. Violation of pet policy will result in immediate eviction with no refund.
- 14. Guest agrees to furnish all linens, blankets, towels, paper goods and soap products.
- 15. Televisions, DVD'S/VCR's, microwaves, hot tubs, jacuzzis, internet connections, cable, telephones and small appliances, when provided are a courtesy of the owner and cannot be guaranteed and may not be repaired upon demand. No rebates will be given.
- 16. Guest understands that if a pool is provided for the property, pool hours and dates of operation are in the discretion of the condominium or club management and are subject to change. Most pools are open from Memorial day to Labor day, though some will open in Mid-June. There will be no refunds given for discretionary pool closing. *Some communities charge an additional fee for use of amenities.
- 17. Guest understands that Owner, not Agent, shall be responsible for the performance of this agreement and the condition of the property.
- 18. AGENCY DISCLOSURE: The parties, by their signatures on this agreement, acknowledge receipt of the following disclosure: AGENCY: This Broker is representing the Owner's interest and has fiduciary responsibilities to the Owner, but is obligated to treat all parties fairly. The Broker, without breaching the fiduciary responsibilities to the Owner, may, among other services provide a potential Guest with information about the attributes of the properties and show properties, and assist in preparing a Confirmation Agreement. The Broker also has the duty to respond accurately and honestly to a potential Guest's questions and disclose material facts about properties and submit promptly all Confirmation Agreements without unlawful discrimination.
- 19. Guest shall check-in before 5:00 p.m. on arrival date or contact WILGUS ASSOCIATES, INC. at 302-539-7511 for late arrival arrangements.
- 20. Guest must pick up keys. If unable to do so, guest's designated person must be 15 years of age or older and must have a copy of the Confirmation Agreement.
- 21. Guests must vacate rental property and surrender all keys and parking permit by no later than 10:00 a.m. on the day of departure. Key/permit deposits will be forfeited if not received by this office by 10:00 a.m. All personal items, cars, etc. must be removed from the rental property by 10:00 a.m. Once keys have been returned to our office, the property may not be occupied or re-entered for any reason.
- 22. For a Seasonal Rental, Guest to pay all utilities, i.e. electric, cable, water (sewer where applicable), telephone and internet.
- 23. A valid credit card must be on file in our office at the time of final payment to cover any additional expenses incurred by guest.
- 24. All cleaning issues **MUST** be reported on the day of arrival. If arrival occurs after hours, please call immediately and leave a message. We have cleaners available to address any concerns you may have during normal business hours. We will **NOT** reimburse guests for cleaning.
- 25. Sea Colony charges a mandatory fee (ages 4 and over) that allows Guests access to all amenities offered at that location (special programs not included). Fees are paid directly to Sea Colony upon arrival.
- 26. It is the policy of Wilgus Associates, Inc. to rent to family groups or to non-family groups where the guests are 25 years of age or older. A family group is defined as parents, grandparents, children, and extended family members. A non-family group is defined as unrelated adults. Wilgus Associates, Inc. reserves the right to refuse rental, cancel existing reservations and refund deposits, and terminate occupancy without a refund if the occupancy is detrimental to the property and its Owner whom we represent.
- 27. The Guest will be responsible for any expenses or fines incurred by the Owner of the property as a result of any illegal activities that occurred during tenancy.
- 28. Guests will be held accountable for misuse of property: for setting the A/C lower than 72 degrees (thus causing the unit to freeze up), turning the thermostat on the refrigerator (it should always remain on normal), jamming the garbage disposal with foreign objects such as glass, crab shells, bottle caps, etc.
- 29. Beach replenishment may occur at any time the State deems necessary. No rebates will be given.
- 30. If a mandatory evacuation by government authorities is issued, rental monies will not be refunded. (Travel Protection is offered - see paragraph 31)

Building Codes: D - Double, Q - Queen, K - King, T - Twin, S - Single, C - Cottage, H - Single, E - Town, P - Pent, B - Bungalow, R - Rollaway
 *Map & calendar not available on line

31. Vacation Travel Protection: We offer OPTIONAL travel insurance to our Guests. This insurance reimburses for pre-paid non-refundable expenses due to certain unforeseeable circumstances that may cause you to cancel, interrupt or delay your trip.

If you wish to purchase Travel Insurance (and did not do so at the time of booking), simply pay the insurance amount you were quoted at the time of booking.

*Ten day free look (from the day that the reservation is made) - After 10 days, the payment for this plan is **NON-REFUNDABLE**.





Agent: _____ Guest: _____ Date: _____





Exhibit A

CONFIRMATION AGREEMENT

Wilgus Associates, Inc.
P.O. Box 309 (32904 Coastal Highway)
Bethany Beach, Delaware 19930
(302) 539-7511 – (800) 441-8118
www.wilgusassociates.com

James Cooke
35764 Atlantic Ave #945
Ocean View, DE 19970

Date	3/1/2018
Rent	\$750.00
Sales tax	\$52.50
Total Charges	\$802.50
Paid	\$802.50
Balance	\$0.00

Reservation Number: 70257
Arrive: 03/01/2018~ Depart: 03/31/2018
Unit: 431 Lekites Avenue ~ Phone: (302) 829-8367
Beach Hollow ~ Bethany Beach
431BH Beil

Max Occupancy: 6; 3 Bedrooms~2.5 Baths
Bedding 1: Q, Bedding 2: 2T, Bedding 3: U

**ALL BALANCES DUE 30 DAYS PRIOR TO CHECK-IN. CHECK IN 3:00 PM./CHECK OUT 10:00AM.
KEYS/PERMITS/PASSES TO BE PICKED UP FROM AND RETURNED TO THE WILGUS RENTAL OFFICE**

Owner of the above cited property, represented by WILGUS ASSOCIATES INC., Agent, does hereby agree to rent the property for the dates cited to Guest who hereby agrees to rent the property from Owner for the dates cited and pay rent to Agent, on the following terms and conditions:

1. It is mutually agreed that Agent or Owner or employees for the purpose of clean-up and repair, may remain on the premises until 8:00 p.m. (when necessary) on the date this agreement commences. Guests understand that they do not have exclusive possession and control of property during reservation period. Agent and/or Owner may inspect the property at any reasonable time. Property may be entered for the purpose of repairs at any reasonable time. Guest agrees to surrender possession of the property hereby rented at the expiration of this agreement without delay and in the same condition as it was at the commencement of this agreement except for reasonable wear and tear, acts of God, and other causes over which the Guest has no control.
2. All Confirmation Agreements will be assessed a non-refundable Security Deposit Waiver in the amount of \$50 to cover any accidental damage up to \$1000. The Accidental Damage Waiver does not include: intentional acts, gross negligence or willful conduct, evidence of and/or damage caused by pets (where authorized); loss of use, damage done by unauthorized groups, lost or damage to guests' personal property or rental equipment brought onto the premises; or charges for extra cleaning. The staff of Wilgus Associates will determine all necessary repairs.
3. If a unit is not left in "broom clean" condition, the guest will be automatically billed an additional cleaning fee. Departure housekeeping is included in the rental rate. We request that you: a) remove all food from the refrigerator and the cabinets; b) take out all trash; c) run the dishwasher; d) wash and put away all pots, pans, and dishes; e) remove your linens and put comforters or spreads back on the appropriate beds; f) restore furniture to its original arrangement; g) restore balcony and decks to their original condition; h) clean outdoor grill rack (tin foil works great). Failure to comply will result in an additional charge.
4. If Guest defaults for twenty-four hours in any of the above scheduled payments, Agent and/or Owner may evict Guest and have such other remedies as provided by the laws of Delaware. Any payment of rent made up to the time of default shall be forfeited and retained by Owner as liquidated damages for Guest's breach of contract.
5. Guest agrees that this agreement may not be assigned, sublet, or used for commercial business purposes. In the event Guest requests cancellation of this agreement for any reason, Agent will undertake reasonable efforts to re-rent the property. Guest must put request for cancellation in writing to the attention of Agent. If the property is rented to a third party for the same amount of the gross rent, less 15% of gross rent, will be returned to the defaulting Guest. If the property is not rented to a third party, then the defaulting Guest will remain responsible for the entire rental amount.
6. Guest acknowledges that Guest has either personally inspected the premises and accepted it "as is" or if not hereby waives the right to withhold rent for any alleged deficiency in the premises or to claim that the property has been misrepresented to Guest either by Agent or Owner. ***NO REFUNDS WILL BE GIVEN.**
7. If during the term of this agreement, the building is so damaged by fire or other casualty without fault or negligence of the Guest and it is rendered wholly unfit for occupancy and cannot be repaired within 48 hours, then this agreement shall terminate as of the date of such damage and the Guest shall pay the rent apportioned to the time of damage. The Owner may then re-enter and repair the premises. If such damage can be repaired within 48 hours thereafter, then this agreement shall not be affected.
8. Guest will pay all the toll charges where a telephone is installed and will pay an additional \$50.00 collection fee if Agent has cause to bill Guest for said toll charges.
9. Guest agrees that neither Agent nor the Owner will be held liable or responsible in any way whatsoever for any injuries, accidental or otherwise, that may be insured or suffered upon the premises from any cause whatsoever during the term of this agreement.
10. If in the sole discretion of the Agent or the Owner, the Guest becomes objectionable to the neighbors, to the property or for any reason whatsoever, the Guest may be evicted with no refund given, whether or not Guest is otherwise in default under this agreement. In such event, Agent will, if possible, sublet the premises to a third party and refund an equal portion of the sublet rent paid, less 15% commission, for subletting and if necessary, costs of repairs and cleaning to ready the premises for the next rental period.

OFFICE COPY

CONTINUED ON BACK

11. This agreement must be signed by Guest and returned to Agent within five days from the date hereof or the property may be re-rented and the Guest will forfeit all deposits paid.
12. Owner and Guest hereby acknowledge that their relationship of Owner - Guest, hereby created, was brought about through the offices and services of WILGUS ASSOCIATES, INC., Agent, in Bethany Beach, Delaware. Acting as Agent to the Owner, and to whom the Owner is hereby bound to pay for such services the agreed amount of commission of the total rent, to be due and payable unto such Agent immediately upon the execution hereof out of the first installment of rental paid, which Owner hereby directs Agent to collect from the Guest and receipt for on behalf of such Owner. Any rental funds held by Agent are subject to earn interest to the Agent before being disbursed to the Owner. If at any time during the two calendar years beginning January 1st, after the termination hereof, the Owner should re-rent the property to said Guest for a future term, there shall be due and payable to said agent from the Owner 15% commission of the total rent named in any such re-rent.
13. Pet Policy: Pets are only allowed in pre-authorized "pet friendly" properties, requiring additional security deposit and cleaning fee. Violation of pet policy will result in immediate eviction with no refund.
14. Guest agrees to furnish all linens, blankets, towels, paper goods and soap products.
15. Televisions, DVD's/VCR's, microwaves, hot tubs, jacuzzies, internet connections, cable, telephones and small appliances, where provided are a courtesy of the owner and cannot be guaranteed and may not be repaired upon demand. No rebates will be given.
16. Guest understands that if a pool is provided for the property, pool hours and dates of operation are at the discretion of the condominium or club management and are subject to change. Most pools are open from Memorial Day to Labor Day, though some will open in Mid-June. There will be no refunds given for discretionary pool closing. *Some communities charge an additional fee for use of amenities.
17. Guest understands that Owner, not Agent, shall be responsible for the performance of this agreement and the condition of the property.
18. AGENCY DISCLOSURE: The parties, by their signature(s) on this agreement, acknowledge receipt of the following disclosure: AGENCY: This Broker is representing the Owner's interest and has fiduciary responsibilities to the Owner, but is obligated to treat all parties fairly. The Broker, without breaching the fiduciary responsibilities to the Owner, may, among other services provide a potential Guest with information about the attributes of the properties and show properties, and assist in preparing a Confirmation Agreement. The Broker also has the duty to respond accurately and honestly to a potential Guest's questions and disclose material facts about properties and submit promptly all Confirmation Agreements without unlawful discrimination.
19. Guest shall check in before 5:00 p.m. on arrival date or contact WILGUS ASSOCIATES, INC at 302-539-7511 for late arrival arrangements.
20. Guest must pick up keys. If unable to do so, guest's designated person must be 25 years of age or older and must have a copy of the Confirmation Agreement.
21. Guests must vacate rental property and surrender all keys and parking permit by no later than 10:00 a.m. on the day of departure. Key/permit deposits will be forfeited if not received by this office by 10:00 a.m. All personal items, cars, etc. must be removed from the rental property by 10:00 a.m. Once keys have been returned to our office, the property may not be occupied or re-entered for any reason.
22. For a Seasonal Rental, Guest to pay all utilities, i.e. electric, cable, water (sewer where applicable) telephone and internet.
23. A valid credit card must be on file in our office at the time of final payment to cover any additional expenses incurred by guest.
24. All cleaning issues MUST be reported on the day of arrival. If arrival occurs after hours, please call immediately and leave a message. We have cleaners available to address any concerns you may have during normal business hours. We will NOT reimburse guests for cleaning.
25. Sea Colony charges a mandatory fee (ages 4 and over) that allows Guests access to all amenities offered at that location (special programs not included). Fees are paid directly to Sea Colony upon arrival.
26. It is the policy of Wilgus Associates, Inc. to rent to family groups or to non-family groups where the guests are 25 years of age or older. A family group is defined as parents, grandparents, children, and extended family members. A non-family group is defined as unrelated adults. Wilgus Associates, Inc. reserves the right to refuse rental, cancel existing reservations and refund deposits, and terminate occupancy without refund if the occupancy is detrimental to the property and its Owner whom we represent.
27. The Guest will be responsible for any expenses or fines incurred by the Owner of the property as a result of any illegal activities that occurred during tenancy.
28. Guests will be held accountable for misuse of property (i.e. setting the A/C lower than 72 degrees (thus causing the unit to freeze up), turning the thermostat on the refrigerator (it should always remain on normal), abusing the garbage disposal with foreign objects such as glass, crab shells, bottle caps, etc).
29. Beach replenishment may occur at any time the State deems necessary. No rebates will be given.
30. If a mandatory evacuation by government authorities is issued, rental monies will not be refunded. Travel Protection is offered - see paragraph 31.

Bedding Codes: D = Double, Q = Queen, K = King, T = Twin, S = Sleep on It, G = Ground, H = High Rise, P = Futon, B = Bunk beds, R = Roll a way, complete bedding list available on line.

31. Vacation Travel Protection: We offer OPTIONAL travel insurance to our Guests. This insurance reimburses for pre-paid non-refundable expenses due to certain unforeseeable circumstances that may cause you to cancel, interrupt or delay your trip.

If you wish to purchase Travel Insurance (and did not do so at the time of booking), simply pay the insurance amount you were quoted at the time of booking.

*1. Can you free book (from the day that the reservation is made) - After 10 days, the payment for this plan is NOT REFUNDABLE.





Wilgus Associates, Inc.
 P.O. Box 309 (32904 Coastal Highway)
 Bethany Beach, Delaware 19930
 (302) 539-7511 – (800) 441-8118
www.wilgusassociates.com

James Cooke
 35764 Atlantic Ave #945
 Ocean View, DE 19970

CONFIRMATION AGREEMENT

Exhibit A

Date	4/2/2018
Rent	\$750.00
Sales tax	\$52.50
Total Charges	\$802.50
Paid	\$802.50
Balance	\$0.00

Reservation Number: 70541
 Arrive: 04/02/2018~ Depart: 04/30/2018
 Unit: 431 Lekites Avenue ~ Phone: (302) 829-8367
 Beach Hollow ~ Bethany Beach
 431BH Beil

Max Occupancy: 6; 3 Bedrooms~2.5 Baths
 Bedding 1: Q, Bedding 2: 2T, Bedding 3: U

**ALL BALANCES DUE 30 DAYS PRIOR TO CHECK-IN. CHECK IN 3:00 PM./CHECK OUT 10:00AM.
 KEYS/PERMITS/PASSES TO BE PICKED UP FROM AND RETURNED TO THE WILGUS RENTAL OFFICE**

Owner of the above cited property, represented by WILGUS ASSOCIATES INC., Agent, does hereby agree to rent the property for the dates cited to Guest who hereby agrees to rent the property from Owner for the dates cited and pay rent to Agent, on the following terms and conditions:

1. It is mutually agreed that Agent or Owner or employees for the purpose of clean-up and repair, may remain on the premises until 8:00 p.m. (when necessary) on the date this agreement commences. Guests understand that they do not have exclusive possession and control of property during reservation period. Agent and/or Owner may inspect the property at any reasonable time. Property may be entered for the purpose of repairs at any reasonable time. Guest agrees to surrender possession of the property hereby rented at the expiration of this agreement without delay and in the same condition as it was at the commencement of this agreement except for reasonable wear and tear, acts of God, and other causes over which the Guest has no control.
2. All Confirmation Agreements will be assessed a non-refundable Security Deposit Waiver in the amount of \$50 to cover any accidental damage up to \$1000. The Accidental Damage Waiver does not include: intentional acts, gross negligence or willful conduct, evidence of and/or damage caused by pets (where authorized); loss of use, damage done by unauthorized groups, lost or damage to guests' personal property or rental equipment brought onto the premises; or charges for extra cleaning. The staff of Wilgus Associates will determine all necessary repairs.
3. If a unit is not left in "broom clean" condition, the guest will be automatically billed an additional cleaning fee. Departure housekeeping is included in the rental rate. We request that you: a) remove all food from the refrigerator and the cabinets; b) take out all trash; c) run the dishwasher; d) wash and put away all pots, pans, and dishes; e) remove your linens and put comforters or spreads back on the appropriate beds; f) restore furniture to its original arrangement; g) restore balcony and decks to their original condition; h) clean outdoor grill rack (tin foil works great). Failure to comply will result in an additional charge.
4. If Guest defaults for twenty-four hours in any of the above scheduled payments, Agent and/or Owner may evict Guest and have such other remedies as provided by the laws of Delaware. Any payment of rent made up to the time of default shall be forfeited and retained by Owner as liquidated damages for Guest's breach of contract.
5. Guest agrees that this agreement may not be assigned, sublet, or used for commercial business purposes. In the event Guest requests cancellation of this agreement for any reason, Agent will undertake reasonable efforts to re-rent the property. Guest must put request for cancellation in writing to the attention of Agent. If the property is rented to a third party for the same amount of the gross rent, less 15% of gross rent, will be returned to the defaulting Guest. If the property is not rented to a third party, then the defaulting Guest will remain responsible for the entire rental amount.
6. Guest acknowledges that Guest has either personally inspected the premises and accepted it "as is" or if not hereby waives the right to withhold rent for any alleged deficiency in the premises or to claim that the property has been misrepresented to Guest either by Agent or Owner. ***NO REFUNDS WILL BE GIVEN.**
7. If during the term of this agreement, the building is so damaged by fire or other casualty without fault or negligence of the Guest and it is rendered wholly unfit for occupancy and cannot be repaired within 48 hours, then this agreement shall terminate as of the date of such damage and the Guest shall pay the rent apportioned to the time of damage. The Owner may then re-enter and repair the premises. If such damage can be repaired within 48 hours thereafter, then this agreement shall not be affected.
8. Guest will pay all the toll charges where a telephone is installed and will pay an additional \$50.00 collection fee if Agent has cause to bill Guest for said toll charges.
9. Guest agrees that neither Agent nor the Owner will be held liable or responsible in any way whatsoever for any injuries, accidental or otherwise, that may be insured or suffered upon the premises from any cause whatsoever during the term of this agreement.
10. If in the sole discretion of the Agent or the Owner, the Guest becomes objectionable to the neighbors, to the property or for any reason whatsoever, the Guest may be evicted with no refund given, whether or not Guest is otherwise in default under this agreement. In such event, Agent will, if possible, sublet the premises to a third party and refund an equal portion of the sublet rent paid, less 15% commission, for subletting and if necessary, costs of repairs and cleaning to ready the premises for the next rental period.

OFFICE COPY

CONTINUED ON BACK

11. This agreement must be signed by Guest and returned to Agent within two days from the date he/col of the property may be vacated and the Guest will forfeit all deposits paid.
12. Owner and Guest hereby acknowledge that their relationship of Owner - Guest, hereby created, was brought about through the office, and services of WILGUS ASSOCIATES, INC. - Agent, in Rehoboth Beach, Delaware - Acting as Agent to the Owner, and to whom the Owner is hereby bound to pay for such services the agreed amount of commission, of five (5%) percent, to be due and payable unto such Agent immediately upon the evacuation he/col out of the first installment of rental paid, which Owner hereby directs Agent to collect from the Guest and receipt for on behalf of such Owner. Any rental funds held by Agent are subject to earn interest to the Agent before being disbursed to the Owner. If at any time during the two calendar years beginning January 1st, after the termination hereof, the Owner should re-rent the property to said Guest for a future term, there shall be due and payable to said agent from the Owner 15% commission of the total rent named in any such re-rent.
13. Pet Policy: Pets are only allowed in pre authorized "pet friendly" properties, requiring additional security deposit and cleaning fee. Violation of pet policy will result in immediate eviction with no refund.
14. Guest agrees to furnish all linens, blankets, towels, paper goods and soap products.
15. Televisions, DVDS/VCR's, microwaves, hot tubs, jacuzzis, internet connections, cable, telephones, and small appliances, where provided are a courtesy of the owner and cannot be guaranteed and may not be repaired upon demand. No rebates will be given.
16. Guest understands that if a pool is provided for the property, pool hours and days of operation are at the discretion of the condominium or club management and are subject to change. Most pools are open from Memorial Day to Labor Day, though some will open in Mid June. There will be no refunds given for unscheduled pool closing. Some communities charge an additional fee for use of amenities.
17. Guest understands that Owner, not Agent, shall be responsible for the performance of this agreement and the condition of the property.
18. **AGENCY DISCLOSURE** - The parties, by their signatures, on this agreement, acknowledge receipt of the following disclosure: **AGENCY**: This Broker is representing the Owner's interest and has fiduciary responsibilities to the Owner, but is obligated to treat all parties fairly. The Broker, without breaching the fiduciary responsibility to the Owner, may, among other services, provide a potential Guest with information about the attributes of the properties and show properties, and assist in preparing a Confirmation Agreement. The Broker also has the duty to respond accurately and honestly to a potential Guest's questions and disclose material facts about properties, and submit promptly all Confirmation Agreements without unlawful discrimination.
19. Guest shall check in before 5:00 p.m. on arrival date or contact WILGUS ASSOCIATES, INC. at 302-539-7511 for late arrival arrangements.
20. Guest must pick up keys. If unable to do so, guest's designated person must be 25 years of age or older and must have a copy of the Confirmation Agreement.
21. Guests must vacate rental property and surrender all keys and parking permit by no later than 10:00 a.m. on the day of departure. Key permit deposits will be forfeited if not received by this office by 10:00 a.m. All personal items, cars, etc. must be removed from the rental property by 10:00 a.m. Once keys have been returned to our office, the property may not be occupied or re-entered for any reason.
22. For a Seasonal Rental, Guest to pay all utilities, i.e. electric, cable, water/sewer, where applicable) tel. phone and internet.
23. A valid credit card must be on file in our office at the time of final payment to cover any additional expenses incurred by guest.
24. **All cleaning issues MUST be reported on the day of arrival. If arrival occurs after hours, please call immediately and leave a message. We have cleaners available to address any concerns you may have during normal business hours. We will NOT reimburse guests for cleaning.**
25. Sea Colony charges a mandatory fee (ages 4 and over) that allows Guest's access to all amenities offered at that location (special programs not included). Fees are paid directly to Sea Colony upon arrival.
26. It is the policy of Wilgus Associates, Inc. to rent to family groups or to non-family groups where the guests are 25 years of age or older. A family group is defined as parents, grandparents, children, and extended family members. A non-family group is defined as unrelated adults. Wilgus Associates, Inc. reserves the right to refuse rental, cancel existing reservations and refund deposits, and terminate occupancy without refund if the occupancy is detrimental to the property and its Owner whom we represent.
27. The Guest will be responsible for any expenses or fines incurred by the Owner of the property as a result of any illegal activities that occurred during tenancy.
28. Guests will be held accountable for misuse of property; i.e. setting the A/C lower than 72 degrees (thus causing the unit to freeze up), turning the thermostat on the refrigerator (it should always remain on normal), jamming the garbage disposal with foreign objects such as glass, crab shells, bottle caps, etc.
29. Beach replenishment may occur at any time the State deems necessary. No rebates will be given.
30. If a mandatory evacuation by government authorities is issued, rental monies will not be refunded. (Travel Protection is offered - see paragraph 31)

Bedding Codes: D = Double, Q = Queen, K = King, T = Twin, S = Sleep sofa, F = Fundle, H = High riser, B = Bunk beds, R = Roll-a-way
 complete bedding list available on-line

31. Vacation Travel Protection: We offer OPTIONAL travel insurance to our Guests. This insurance reimburses for pre-paid non-refundable expenses due to certain unforeseeable circumstances that may cause you to cancel, interrupt or delay your trip.

If you wish to purchase Travel Insurance (and did not do so at the time of booking), simply pay the insurance amount you were quoted at the time of booking.

*Ten day free look (from the day that the reservation is made) - After 10 days, the payment for this plan is NON-REFUNDABLE.





CONFIRMATION AGREEMENT

Wilgus Associates, Inc.
P.O. Box 309 (32904 Coastal Highway)
Bethany Beach, Delaware 19930
(302) 539-7511 - (800) 441-8118
www.wilgusassociates.com

Table with 2 columns: Description and Amount. Rows include Date (4/30/2018), Rent (\$750.00), Sales tax (\$52.50), Total Charges (\$802.50), Paid (\$492.20), and Balance (\$310.30).

James Cooke
35764 Atlantic Ave #945
Ocean View, DE 19970

Reservation Number: 70699
Arrive: 04/30/2018~ Depart: 05/26/2018
Unit: 431 Lekites Avenue ~ Phone: (302) 829-8367
Beach Hollow ~ Bethany Beach
431BH Beil

Max Occupancy: 6; 3 Bedrooms~2.5 Baths
Bedding 1: Q, Bedding 2: 2T, Bedding 3: U

ALL BALANCES DUE 30 DAYS PRIOR TO CHECK-IN. CHECK IN 3:00 PM./CHECK OUT 10:00AM.
KEYS/PERMITS/PASSES TO BE PICKED UP FROM AND RETURNED TO THE WILGUS RENTAL OFFICE

- Owner of the above cited property, represented by WILGUS ASSOCIATES INC., Agent, does hereby agree to rent the property for the dates cited to Guest who hereby agrees to rent the property from Owner for the dates cited and pay rent to Agent, on the following terms and conditions:
1. It is mutually agreed that Agent or Owner or employees for the purpose of clean-up and repair, may remain on the premises until 8:00 p.m. (when necessary) on the date this agreement commences.
2. All Confirmation Agreements will be assessed a non-refundable Security Deposit Waiver in the amount of \$50 to cover any accidental damage up to \$1000.
3. If a unit is not left in "broom clean" condition, the guest will be automatically billed an additional cleaning fee.
4. If Guest defaults for twenty-four hours in any of the above scheduled payments, Agent and/or Owner may evict Guest and have such other remedies as provided by the laws of Delaware.
5. Guest agrees that this agreement may not be assigned, sublet, or used for commercial business purposes.
6. Guest acknowledges that Guest has either personally inspected the premises and accepted it "as is" or if not hereby waives the right to withhold rent for any alleged deficiency in the premises or to claim that the property has been misrepresented to Guest either by Agent or Owner. *NO REFUNDS WILL BE GIVEN.
7. If during the term of this agreement, the building is so damaged by fire or other casualty without fault or negligence of the Guest and it is rendered wholly unfit for occupancy and cannot be repaired within 48 hours, then this agreement shall terminate as of the date of such damage and the Guest shall pay the rent apportioned to the time of damage.
8. Guest will pay all the toll charges where a telephone is installed and will pay an additional \$50.00 collection fee if Agent has cause to bill Guest for said toll charges.
9. Guest agrees that neither Agent nor the Owner will be held liable or responsible in any way whatsoever for any injuries, accidental or otherwise, that may be insured or suffered upon the premises from any cause whatsoever during the term of this agreement.
10. If in the sole discretion of the Agent or the Owner, the Guest becomes objectionable to the neighbors, to the property or for any reason whatsoever, the Guest may be evicted with no refund given, whether or not Guest is otherwise in default under this agreement.

Exhibit B

JAMES COOKE
Account number: 5001 2840 695

Your electric bill for the period
December 6, 2017 to January 5, 2018

Details of your Electric Charges

Residential Heating - service number 0500 1284 0695 7000 9200 07
 Electricity you used this period

<u>Meter Number</u>	<u>Energy Type</u>	<u>End Date</u>	<u>Start Date</u>	<u>Number Of Days</u>	<u>Total Use</u>
NXA103972848	Use (kWh)	Jan 5 Reading 106143	Dec 6 Reading 105038	31 Multiplier 1	1105

Your meter records electric energy use in hourly intervals. Your bill is the total of all hourly intervals recorded during your billing period.
 End and start date kWh meter readings are provided for informational purposes only.
 Please visit My Account at delmarva.com to view your energy use data.

Your next bill period is scheduled to end on February 5, 2018

Delivery Charges: These charges reflect the cost of bringing electricity to you.
 Current charges for 31 days, **winter rates in effect.**

Electric Summary	
Balance from your last bill	\$0.00
Deposit Outstanding	\$665.00
Cancelled Deposit Outstanding	\$440.00-
Transferred Balance	\$915.00-
Changes to electric balance	\$690.00-
Electric Charges (Residential Heating)	\$139.46
New electric charges	\$139.46
Total credit amount	\$550.54-
Transferred Balance: Refers to revenue transferred to or from your account(s).	

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Customer Charge		11.82
Distribution Charge	First 500 kWh X \$0.0322710 per kWh	16.14
Distribution Charge	Last 605 kWh X \$0.0322710 per kWh	19.52
Low Income Charge	1105 kWh X \$0.0000950 per kWh	0.10
Green Energy Fund	1105 kWh X \$0.0003560 per kWh	0.39
Renewable Compliance Charge:		
Wind & Solar	1105 kWh X \$0.0043570 per kWh	4.81
Qualified Fuel Cells	1105 kWh X \$0.0037830 per kWh	4.18
Total Electric Delivery Charges		56.96

Both the "Wind & Solar" and "Qualified Fuel Cell" portions of the Renewable Compliance Charge above provide compliance required by Delaware's Renewable Energy Portfolio Standards Act. The Qualified Fuel Cells provide customers with approximately 39% of that compliance annually. For more on renewable and clean energy, visit delmarva.com/renewable-energy-portfolio-standards-act.

Check here to enroll in the Direct Debit plan Sign and date here _____

By signing here, you authorize Delmarva Power to electronically deduct the amount of your monthly bill from your checking account each month. The check you send with this signed authorization will be used to set up Direct Debit. You understand that we will notify you each month of the date and amount of the debit, which will be on or after the due date stated on your monthly bill. You understand that to withdraw this authorization you must call Delmarva Power. You understand that Delmarva Power does not charge for this service, but that your bank may have charges for this service.

Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

04 12000600 700000060

JAMES COOKE
Account number: 5001 2840 695

Your electric bill for the period
December 6, 2017 to January 5, 2018



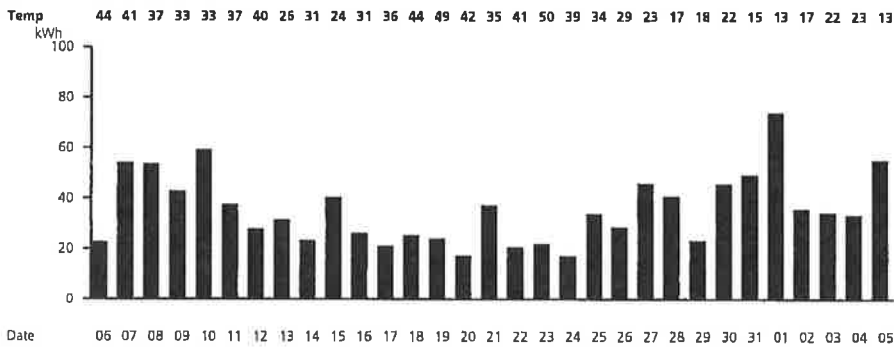
Supply Charges: These charges reflect the cost of producing electricity for you. You can compare this part of your bill to offers from competitive suppliers. The class average annual price to compare is 7.60 cents per kWh.

Billing Period: Dec 6, 2017 to Jan 5, 2018 (31 days)

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Transmission Capacity Charge	3.64 kW X \$3.0817740 per kW	11.22
Standard Offer Service Charge	1105 kWh X \$0.0645100 per kWh	71.28
Total Electric Supply Charges		82.50
Total Electric Charges - Residential Heating		139.46

Your daily electricity use for this bill period. Visit My Account at delmarva.com to see your hourly electricity use.

Meter Number NXA103972848



JAMES COOKE
Account number: 5001 2840 695

Your electric bill for the period
January 6, 2018 to February 5, 2018

Details of your Electric Charges

Residential Heating - service number 0500 1284 0695 7000 9200 07
 Electricity you used this period

<u>Meter Number</u>	<u>Energy Type</u>	<u>End Date</u>	<u>Start Date</u>	<u>Number Of Days</u>	<u>Total Use</u>
NXA103972848	Use (kWh)	Feb 5 <u>Reading</u> 107146	Jan 6 <u>Reading</u> 106143	31 <u>Multiplier</u> 1	1003

Your meter records electric energy use in hourly intervals. Your bill is the total of all hourly intervals recorded during your billing period.
 End and start date kWh meter readings are provided for informational purposes only.
 Please visit My Account at delmarva.com to view your energy use data.

Electric Summary	
Balance from your last bill	\$775.54-
Deposit Outstanding	\$225.00
Changes to electric balance	\$225.00
Electric Charges (Residential Heating)	\$129.74
New electric charges	\$129.74
Total credit amount	\$420.80-

Your next bill period is scheduled to end on March 6, 2018

Delivery Charges: These charges reflect the cost of bringing electricity to you.
 Current charges for 31 days, **winter rates in effect.**

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Customer Charge		11.82
Distribution Charge	First 500 kWh X \$0.0322710 per kWh	16.14
Distribution Charge	Last 503 kWh X \$0.0322710 per kWh	16.23
Low Income Charge	1003 kWh X \$0.0000950 per kWh	0.10
Green Energy Fund	1003 kWh X \$0.0003560 per kWh	0.36
Renewable Compliance Charge:		
Wind & Solar	1003 kWh X \$0.0043570 per kWh	4.37
Qualified Fuel Cells	1003 kWh X \$0.0047860 per kWh	4.80
Total Electric Delivery Charges		53.82

Both the "Wind & Solar" and "Qualified Fuel Cell" portions of the Renewable Compliance Charge above provide compliance required by Delaware's Renewable Energy Portfolio Standards Act. The Qualified Fuel Cells provide customers with approximately 39% of that compliance annually. For more on renewable and clean energy, visit delmarva.com/renewable-energy-portfolio-standards-act.

Check here to enroll in the Direct Debit plan

Sign and date here _____

By signing here, you authorize Delmarva Power to electronically deduct the amount of your monthly bill from your checking account each month. The check you send with this signed authorization will be used to set up Direct Debit. You understand that we will notify you each month of the date and amount of the debit, which will be on or after the due date stated on your monthly bill. You understand that to withdraw this authorization you must call Delmarva Power. You understand that Delmarva Power does not charge for this service, but that your bank may have charges for this service.

Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

04 12000600 700000194

JAMES COOKE
Account number: 5001 2840 695

Your electric bill for the period
January 6, 2018 to February 5, 2018



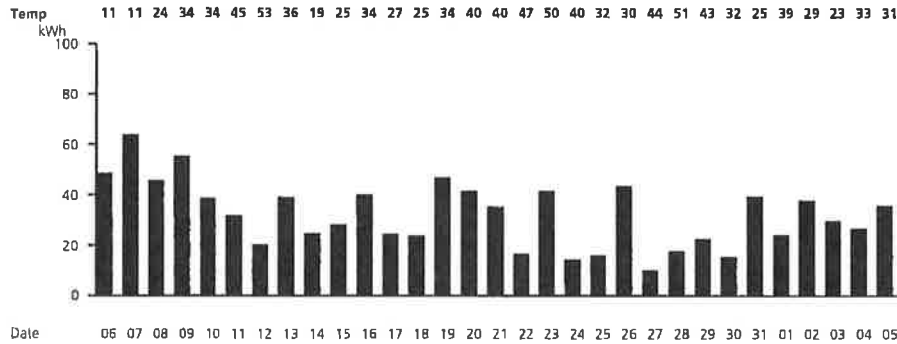
Supply Charges: These charges reflect the cost of producing electricity for you. You can compare this part of your bill to offers from competitive suppliers. The class average annual price to compare is 7.60 cents per kWh.

Billing Period: Jan 6, 2018 to Feb 5, 2018 (31 days)

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Transmission Capacity Charge	3.64 kW X \$3.0817740 per kW	11.22
Standard Offer Service Charge	1003 kWh X \$0.0645100 per kWh	64.70
Total Electric Supply Charges		75.92
Total Electric Charges - Residential Heating		129.74

Your daily electricity use for this bill period. Visit My Account at delmarva.com to see your hourly electricity use.

Meter Number NXA103972648



JAMES COOKE
Account number: 5001 2840 695

Your electric bill for the period
February 6, 2018 to March 6, 2018

Details of your Electric Charges

Residential Heating - service number 0500 1284 0695 7000 9200 07

Electricity you used this period

<u>Meter Number</u>	<u>Energy Type</u>	<u>End Date</u>	<u>Start Date</u>	<u>Number Of Days</u>	<u>Total Use</u>
NXA103972848	Use (kWh)	Mar 6	Feb 6	29	1098
		<u>Reading</u>	<u>Reading</u>	<u>Multiplier</u>	
		108244	107146	1	

Your meter records electric energy use in hourly intervals. Your bill is the total of all hourly intervals recorded during your billing period.
 End and start date kWh meter readings are provided for informational purposes only.
 Please visit My Account at delmarva.com to view your energy use data.

Your next bill period is scheduled to end on April 5, 2018

Delivery Charges: These charges reflect the cost of bringing electricity to you.
 Current charges for 29 days, **winter rates in effect.**

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Customer Charge		11.82
Distribution Charge	First 500 kWh X \$0.0322710 per kWh	16.14
Distribution Charge	Last 598 kWh X \$0.0322710 per kWh	19.30
Low Income Charge	1098 kWh X \$0.0000950 per kWh	0.10
Green Energy Fund	1098 kWh X \$0.0003560 per kWh	0.39
Renewable Compliance Charge:		
Wind & Solar	1098 kWh X \$0.0043570 per kWh	4.78
Qualified Fuel Cells	1098 kWh X \$0.0043570 per kWh	4.79
Total Electric Delivery Charges		57.32

Both the "Wind & Solar" and "Qualified Fuel Cell" portions of the Renewable Compliance Charge above provide compliance required by Delaware's Renewable Energy Portfolio Standards Act. The Qualified Fuel Cells provide customers with approximately 39% of that compliance annually. For more on renewable and clean energy, visit delmarva.com/renewable-energy-portfolio-standards-act.

Page 2 of 3

Check here to enroll in the Direct Debit plan

Sign and date here _____

By signing here, you authorize Delmarva Power to electronically deduct the amount of your monthly bill from your checking account each month. The check you send with this signed authorization will be used to set up Direct Debit. You understand that we will notify you each month of the date and amount of the debit, which will be on or after the due date stated on your monthly bill. You understand that to withdraw this authorization you must call Delmarva Power. You understand that Delmarva Power does not charge for this service, but that your bank may have charges for this service.

Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

04 12000600 700000069

JAMES COOKE

Account number: 5001 2840 695

Your electric bill for the period
February 6, 2018 to March 6, 2018



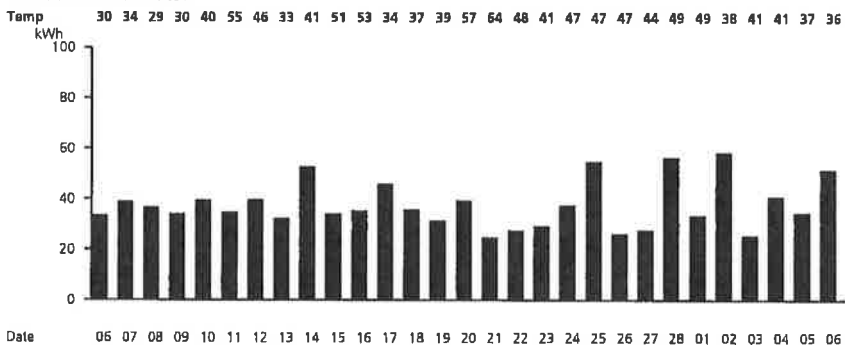
Supply Charges: These charges reflect the cost of producing electricity for you. You can compare this part of your bill to offers from competitive suppliers. The class average annual price to compare is 7.60 cents per kWh.

Billing Period: Feb 6, 2018 to Mar 6, 2018 (29 days)

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Transmission Capacity Charge	3.64 kW X \$3.0817740 per kW	11.22
Standard Offer Service Charge	1098 kWh X \$0.0645100 per kWh	70.83
Total Electric Supply Charges		82.05
Total Electric Charges - Residential Heating		139.37

Your daily electricity use for this bill period. Visit My Account at delmarva.com to see your hourly electricity use.

Meter Number NXA103972848



JAMES COOKE
Account number: 5001 2840 695

Your electric bill for the period
March 7, 2018 to May 4, 2018

Details of your Electric Charges

Residential Heating - service number 0500 1284 0695 7000 9200 07
 Electricity you used this period

<u>Meter Number</u>	<u>Energy Type</u>	<u>End Date</u>	<u>Start Date</u>	<u>Number Of Days</u>	<u>Total Use</u>
NXA103972848	Use (kWh)	May 4 <u>Reading</u> 110603	Mar 7 <u>Reading</u> 108244	59 <u>Multiplier</u> 1	2359

Your meter records electric energy use in hourly intervals. Your bill is the total of all hourly intervals recorded during your billing period. End and start date kWh meter readings are provided for informational purposes only. Please visit My Account at delmarva.com to view your energy use data.

Electric Summary	
Balance from your last bill	\$281.43-
Transferred Balance	\$260.78
Changes to electric balance	\$260.78
Electric Charges (Residential Heating)	\$299.46
New electric charges	\$299.46
Total amount due by Jun 5, 2018	\$278.81

Your next bill period is scheduled to end on June 6, 2018

Peak Energy Savings Credit: No Peak Savings Days were called during this billing period.

Delivery Charges: These charges reflect the cost of bringing electricity to you. Current charges for 59 days, **winter rates in effect.**

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Customer Charge		23.51
Distribution Charge	First 984 kWh X \$0.0326321 per kWh	32.11
Distribution Charge	Last 1375 kWh X \$0.0326182 per kWh	44.85
Low Income Charge	2359 kWh X \$0.0000950 per kWh	0.22
Green Energy Fund	2359 kWh X \$0.0003560 per kWh	0.84
Renewable Compliance Charge:		
Wind & Solar	2359 kWh X \$0.0043570 per kWh	10.28
Qualified Fuel Cells	2359 kWh X \$0.0056840 per kWh	13.41
Total Electric Delivery Charges		125.22

Check here to enroll in the Direct Debit plan Sign and date here _____

By signing here, you authorize Delmarva Power to electronically deduct the amount of your monthly bill from your checking account each month. The check you send with this signed authorization will be used to set up Direct Debit. You understand that we will notify you each month of the date and amount of the debit, which will be on or after the due date stated on your monthly bill. You understand that to withdraw this authorization you must call Delmarva Power. You understand that Delmarva Power does not charge for this service, but that your bank may have charges for this service.

Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

04 0000008 90000028

JAMES COOKE
Account number: 5001 2840 695

Your electric bill for the period
March 7, 2018 to May 4, 2018



Both the "Wind & Solar" and "Qualified Fuel Cell" portions of the Renewable Compliance Charge above provide compliance required by Delaware's Renewable Energy Portfolio Standards Act. The Qualified Fuel Cells provide customers with approximately 39% of that compliance annually. For more on renewable and clean energy, visit delmarva.com/repsa.

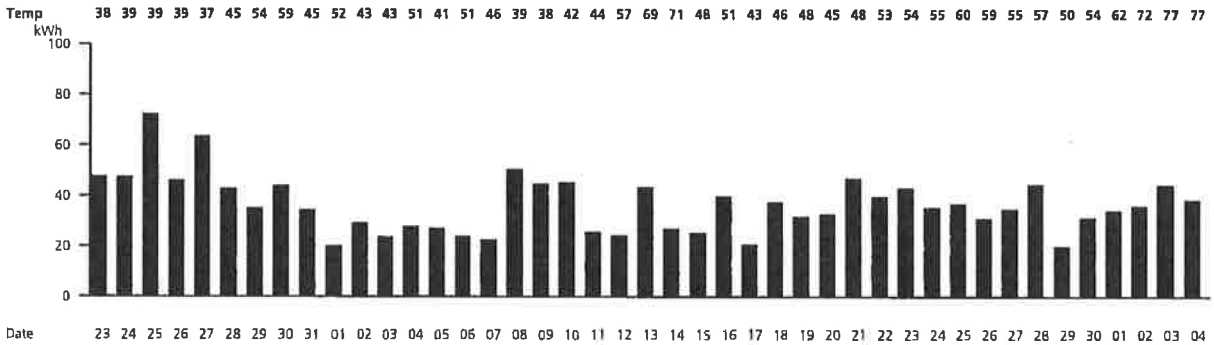
Supply Charges: These charges reflect the cost of producing electricity for you. You can compare this part of your bill to offers from competitive suppliers. The class average annual price to compare is 7.60 cents per kWh.

Billing Period: Mar 7, 2018 to May 4, 2018 (59 days)

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Transmission Capacity Charge	3.64 kW X \$3.0817740 per kW	22.06
Standard Offer Service Charge	2359 kWh X \$0.0645100 per kWh	152.18
Total Electric Supply Charges		174.24
Total Electric Charges - Residential Heating		299.46

Your daily electricity use for this bill period. Visit My Account at delmarva.com to see your hourly electricity use.

Meter Number NXA103972848





Your electric bill - May 2018

for the period **May 5, 2018 to May 31, 2018**



JAMES COOKE

Account number: 5001 2840 695
Your service address: 431 LEKITES AVE # 5
BETHANY BEACH DE 19930
Bill issue date: Jun 12, 2018 - **FINAL BILL**

How to contact us

Customer service (Mon-Fri, 7am - 7pm) **1-800-375-7117**
Electric emergencies & outages (24 hours) **1-800-898-8045**
¿Problemas con la factura? **1-800-375-7117**
Visit delmarva.com

Summary of your charges

Balance from your last bill	\$278.81
Changes to your electric balance	\$225.00-
Balance forward as of Jun 12, 2018	\$53.81
New electric charges	\$129.59
Total amount due by Jul 3, 2018	\$183.40

Find helpful storm preparation and power outage information at delmarva.com
Learn how to save energy and money by registering for MyAccount at www.delmarva.com.
Your smart meter is read wirelessly. Visit My Account at delmarva.com to view your daily and hourly energy usage.
Final delivery rates for electric customers were approved by the Delaware Public Service Commission. Effective June 1, 2017, residential customers who use 1,000 kilowatt-hours of electricity per month will see an additional increase of approximately 0.22 percent or 32 cents per month. For commercial and industrial customers, effects of these changes will vary with usage.

Please tear on the dotted line below. Invoice Number: 200330819882 Page 1 of 3

Return this coupon with your payment
made payable to Delmarva Power

FINAL BILL	
Account number	5001 2840 695
Total amount due by Jul 3, 2018	\$183.40

7520 1 AV 0.375 2DE06841

JAMES COOKE
PO BOX 945
OCEAN VIEW DE 19970-0945

Amount Paid: \$.
PO BOX 13609
PHILADELPHIA PA 19101

100001500128406950000000000053810000000129590000000183400015

JAMES COOKE
Account number: 5001 2840 695

Your electric bill for the period
May 5, 2018 to May 31, 2018

Details of your Electric Charges

Residential Heating - service number 0500 1284 0695 7000 9200 07
 Electricity you used this period

<u>Meter Number</u>	<u>Energy Type</u>	<u>End Date</u>	<u>Start Date</u>	<u>Number Of Days</u>	<u>Total Use</u>
NXA103972848	Use (kWh)	May 31 <u>Reading</u> 111591	May 5 <u>Reading</u> 110603	27 <u>Multiplier</u> 1	988

Your meter records electric energy use in hourly intervals. Your bill is the total of all hourly intervals recorded during your billing period. End and start date kWh meter readings are provided for informational purposes only. Please visit My Account at delmarva.com to view your energy use data.

Electric Summary	
Balance from your last bill	\$278.81
Deposit Refund Applied	\$225.00-
Changes to electric balance	\$225.00-
Electric Charges (Residential Heating)	\$129.59
New electric charges	\$129.59
Total amount due by Jul 3, 2018	\$183.40

Peak Energy Savings Credit: No Peak Savings Days were called during this billing period.

Delivery Charges: These charges reflect the cost of bringing electricity to you. Current charges for 27 days, **winter rates in effect.**

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Customer Charge		11.98
Distribution Charge	First 500 kWh X \$0.0327070 per kWh	16.35
Distribution Charge	Last 488 kWh X \$0.0327070 per kWh	15.96
Low Income Charge	988 kWh X \$0.0000950 per kWh	0.09
Green Energy Fund	988 kWh X \$0.0003560 per kWh	0.35
Renewable Compliance Charge:		
Wind & Solar	988 kWh X \$0.0043570 per kWh	4.30
Qualified Fuel Cells	988 kWh X \$0.0056840 per kWh	5.61
Total Electric Delivery Charges		54.64

Both the "Wind & Solar" and "Qualified Fuel Cell" portions of the Renewable Compliance Charge above provide compliance required by Delaware's Renewable Energy Portfolio Standards Act. The Qualified Fuel Cells provide customers with approximately 39% of that compliance annually. For more on renewable and clean energy, visit delmarva.com/repsa.

Check here to enroll in the Direct Debit plan Sign and date here _____

By signing here, you authorize Delmarva Power to electronically deduct the amount of your monthly bill from your checking account each month. The check you send with this signed authorization will be used to set up Direct Debit. You understand that we will notify you each month of the date and amount of the debit, which will be on or after the due date stated on your monthly bill. You understand that to withdraw this authorization you must call Delmarva Power. You understand that Delmarva Power does not charge for this service, but that your bank may have charges for this service.

Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

04 12000008 200015926

JAMES COOKE
Account number: 5001 2840 695

Your electric bill for the period
May 5, 2018 to May 31, 2018



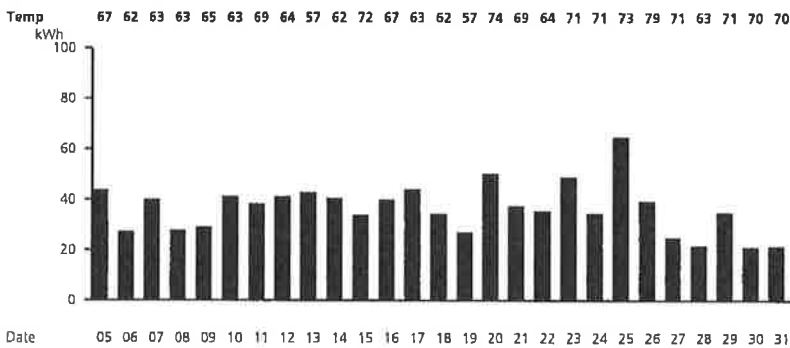
Supply Charges: These charges reflect the cost of producing electricity for you. You can compare this part of your bill to offers from competitive suppliers. The class average annual price to compare is 7.00 cents per kWh.

Billing Period: May 5, 2018 to May 31, 2018 (27 days)

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Transmission Capacity Charge	3.64 kW X \$3.0817740 per kW	11.22
Standard Offer Service Charge	988 kWh X \$0.0645100 per kWh	63.73
Total Electric Supply Charges		74.95
Total Electric Charges - Residential Heating		129.59

Your daily electricity use for this bill period. Visit My Account at delmarva.com to see your hourly electricity use.

Meter Number NXA103972848



IN THE PUBLIC SERVICE COMMISSION OF THE STATE OF DELAWARE

IN THE MATTER OF THE FORMAL COMPLAINT)
OF JAMES K. COOKE AGAINST DELMARVA)
POWER & LIGHT COMPANY REGARDING) PSC Docket No. 19-0279
A DISPUTED ACCOUNT (FILED APRIL 22, 2019))

CERTIFICATE OF SERVICE

I hereby certify that on May 20, 2019, I caused a copy of the attached ANSWER to be filed with the Delaware Public Service Commission using Delafile and to be served on the following persons in the manner indicated.

VIA ELECTRONIC MAIL AND REGULAR FIRST CLASS MAIL:

Petitioner:


Mr. James K. Cooke
35764 Atlantic Ave. #945
Ocean View, DE 19970
Email: kcooke352@aol.com

VIA ELECTRONIC MAIL AND FILED VIA DELAFILE:

Service List:

Patricia Gannon
Samantha Misner
Robert Willard, Esq.
Regina Iorii, Esq.
Andrea Maucher
Drew Slater

Patricia.Gannon@delaware.gov
Samantha.Misner@delaware.gov
robert.willard@delaware.gov
regina.iorii@delaware.gov
andrea.maucher@delaware.gov
andrew.slater@delaware.gov



Lindsay B. Orr (DE Bar 5321)
Assistant General Counsel
Delmarva Power & Light Company
PO Box 6066
Newark, Delaware 19714
(302) 429-3143
(302) 429-3801 (fax)
lindsay.orr@exeloncorp.com



STATE OF DELAWARE
PUBLIC SERVICE COMMISSION
861 SILVER LAKE BLVD.
CANNON BUILDING, SUITE 100
DOVER, DELAWARE 19904
TELEPHONE: (302) 736-7500

May 28, 2019

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Ms. Lindsay Orr, Esquire
Delmarva Power & Light Company
Mailstop 92DC42
PO Box 6066
Newark, DE 19714-6066

Re: IN THE MATTER OF THE FORMAL COMPLAINT OF JAMES K. COOKE
AGAINST DELMARVA POWER & LIGHT COMPANY REGARDING A
DISPUTED ACCOUNT (FILED APRIL 22, 2019) – PSC COMPLAINT DOCKET
NO. 19-0279

Notice of Referral of Matter to a Hearing Examiner

Dear Ms. Orr:

On May 1, 2019, complainant James K. Cooke lodged a complaint with this Commission. The complaint is regarding an account that is in the complainant's name and the complainant is disputing this account. By letter dated May 1, 2019, the Secretary served the complaint on Delmarva Power & Light Company ("Delmarva"). On May 20, 2019 Delmarva filed its Answer.

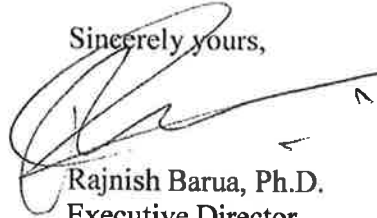
Consequently, pursuant to Rule 2.5.2 of the Commission's Rules of Practice and Procedure (26 DE Admin. Code §1001-2.5.2), this matter is now referred to Hearing Examiner Glenn Kenton. After conducting the proceedings that he deems necessary to develop a full and complete record, Hearing Examiner Kenton should then file a Report with his proposed findings and recommended decision.

I anticipate Hearing Examiner Kenton will contact you shortly to discuss procedural matters. If you have questions, you should jointly contact him.

Exhibit No. 4

Ms. Lindsay Orr, Esquire
May 23, 2019
Page 2

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Rajnish Barua', with a long horizontal flourish extending to the right.

Rajnish Barua, Ph.D.
Executive Director

Certified Mail #70123460000111187570

cc: PSC Complaint Docket No. 19-0279
Members of the Commission (w/encl)
James K. Cooke, (Complainant)
Andrew Slater, Div. of Public Advocate
Glenn Kenton, Hearing Examiner (w/encl)
Robert Willard, Esquire
Patricia Gannon
Regina Iorii, Esquire (w/encl)

IN THE PUBLIC SERVICE COMMISSION OF THE STATE OF DELAWARE

FORMAL COMPLAINT OF

JAMES COOKE VS. DELAWARE POWER & LIGHT

PSC. Docket No. 19-0279

AMENDED FORMAL COMPLAINT AGAINST DELMARVA POWER AND RESPONSE TO DELMARVA'S
ANSWER TO THR FORMAL COMPLAINT

James Cooke

35764 Atlantic Av. #945

Ocean View, De. 19970

302-236-0916

Kcooke352@aol.com

June 24, 2019



Exhibit No. 5

Amended Complaint with facts included:

1. On 11/28/17 James Cooke signed an all inclusive lease with Wilgus Associates-Realtor on lease is Sandra Putz. Besides the written lease we had a verbal agreement that "ALL" utilities would remain in the homeowners "Beil's" name and I would only pay Wilgus for the monthly electric bill. The cable, Internet, telephone, water & sewer would all be paid by the homeowner Beil. I paid Wilgus in full for 4 monthly electric bills.
2. I also paid to Wilgus all my 6 rent payments on time.
3. The realtor Crystal Dempsey who also works for Wilgus but had nothing legally to do with my lease.
4. On May 25, 2018 I called Delmarva Power to inform them that I was the tenant at 431 Lekites Av. Bethany Beach and that my move out meter reading was 11452. This is when I was first informed that the electric bill was in my name and it was opened by Crystal Dempsey from Wilgus 2 months earlier. I told Delmarva Power to turn the power off if it was in my name.
5. During the entire 6 months of my lease "NO" one from Wilgus, Delmarva Power or the Beil's contacted me about this account. I never received any bills, etc. at my legal address and or my lease address which is the same.
6. The Postmaster has provided an enclosed letter that states that no one has ever received mail at 431 Lekites Av. Bethany Beach which Delmarva Power claims it send mail to.
7. Delmarva Power also informed me on May 25, 2018 that it had none of the required papers to open an account from a realtor for a tenant. No DPL Authorization Form, No signed lease, Nothing! PBL customer service said she didn't know how it happened.
8. Any papers provided after this date May 25, 2018 by Wilgus or Delmarva Power are Fake & Fraudulently.
9. This power account was opened fraudulently by Delmarva Power & Crystal Dempsey/Wilgus Without my knowledge or consent.

RESPONSE TO DELMARVA POWER'S ANSWERS TO FORMAL COMPLAINT

1. Enclosed is a copy the real lease agreement between James Cooke & Wilgus. None of the Exhibit A copies are of the real signed lease!
2. What Wilgus & Delmarva Power did fraudulently behind my back without my knowledge Or consent does not make me liable for any bills.
3. Delmarva Power's own Lease Holder Authorization Form so states that a lease holder must sign and include contact information. Delmarva Power has provided no legal facts of why Wilgus isn't Bound by this form.
4. Verbal agreement with Wilgus Realtors was that "ALL" bills would remain in the Beil's name, Which they did. Cooke only paid electric bills to Wilgus as agreed.
5. Enclosed is Postmaster letter which proves Cooke never received any bills at the property Or at his legal lease address.
6. Catholic Charities and Delmarva Power had an arraignment that \$654.27 of the \$915 grant funds Would go on Beil's account and pay it forward on my lease time not backward. The balance of \$915 would be applied to another legit power bill in Cooke's name. Cooke had already paid Wilus/Beil for 4 months of electric bills. There was never a discussion about putting Beil's Power bill in Cooke's name as it was not needed.
7. The Beil's had already been paid by Cooke for 4 electric bills. So when Delmarva Power gave The Beil's backward credit the Beil's were double paid for the same bills.
8. Enclosed is Postmaster letter that proves Cooke never received any bills at the property.
9. Remains to be proven
10. Delmarva Power has failed to produce a signed legal authorization form.
11. Cooke never had any knowledge or consent of this fraudulently opened account.
12. Relief : Out of the \$915 grant , only \$260.78 was applied to a legit bill in Cooke's name. The balance of \$654.22 was given to the Beil's by Delmarva Power.

Therefore the facts speak for themselves and the Commission should enter an order In favor for the Petitioner Cooke regaining all allegations.

Respectfully,

James Cooke
35764 Atlantic Av. #945
Ocean View, De. 19970
302-236-0916
kcooke352@aol.com

cc. Ms Donna Nickerson
Lindsay Orr
Regina A. Iorii



March 11, 2019

To whom it may concern:

Delivery was never established, and the Postal Service has never delivered a piece of mail for any name to:

431 Lekites Ave
Unit 5
Bethany Beach DE 19930.

Thank you.

A handwritten signature in black ink, appearing to read "John Douds".

John Douds
Postmaster
302-436-7316
John.r.douds@usps.gov





Wilgus Associates, Inc.
 P.O. Box 309 (32904 Coastal Highway)
 Bethany Beach, Delaware 19930
 (302) 539-7511 -- (800) 441-8118
www.wilgusassociates.com

CONFIRMATION AGREEMENT

Date	11/28/2017
Rent	\$2,250.00
Reservation Fee	\$125.00
Security Damage Waiver	\$50.00
security deposit	\$750.00
Sales tax	\$157.50
Total Charges	\$3,332.50
Paid	\$750.00
Balance	\$2,582.50

Jan 1 \$802.50
 Feb 1 \$802.50
 March 1 \$802.50
 April 1 \$802.50
 May 1 \$492.20

James Cooke
 35764 Atlantic Ave #945
 Ocean View, DE 19970

Reservation Number: 69688
 Arrive: 11/30/2017~ Depart: 02/28/2018
 Unit: 431 Lekites Avenue ~ Phone: (302) 829-8367
 Beach Hollow ~ Bethany Beach
 431BH Beil

Max Occupancy: 6; 3 Bedrooms~2.5 Baths
 Bedding 1: Q, Bedding 2: 2T, Bedding 3: U

ALL BALANCES DUE 30 DAYS PRIOR TO CHECK-IN, CHECK IN 3:00 PM./CHECK OUT 10:00AM.
 KEYS/PERMITS/PASSES TO BE PICKED UP FROM AND RETURNED TO THE WILGUS RENTAL OFFICE

Owner of the above cited property, represented by WILGUS ASSOCIATES INC., Agent, does hereby agree to rent the property for the dates cited to Guest who hereby agrees to rent the property from Owner for the dates cited and pay rent to Agent, on the following terms and conditions:

- It is mutually agreed that Agent or Owner or employees for the purpose of clean-up and repair, may remain on the premises until 8:00 p.m. (when necessary) on the date this agreement commences. Guests understand that they do not have exclusive possession and control of property during reservation period. Agent and/or Owner may inspect the property at any reasonable time. Property may be entered for the purpose of repairs at any reasonable time. Guest agrees to surrender possession of the property hereby rented at the expiration of this agreement without delay and in the same condition as it was at the commencement of this agreement except for reasonable wear and tear, acts of God, and other causes over which the Guest has no control.
- All Confirmation Agreements will be assessed a non-refundable Security Deposit Waiver in the amount of \$50 to cover any accidental damage up to \$1000. The Accidental Damage Waiver does not include: intentional acts, gross negligence or willful conduct, evidence of and/or damage caused by pets (where authorized); loss of use, damage done by unauthorized groups, lost or damage to guests' personal property or rental equipment brought onto the premises; or charges for extra cleaning. The staff of Wilgus Associates will determine all necessary repairs.
- If a unit is not left in "broom clean" condition, the guest will be automatically billed an additional cleaning fee. Departure housekeeping is included in the rental rate. We request that you: a) remove all food from the refrigerator and the cabinets; b) take out all trash; c) run the dishwasher; d) wash and put away all pots, pans, and dishes; e) remove your linens and put comforters or spreads back on the appropriate beds; f) restore furniture to its original arrangement; g) restore balcony and decks to their original condition; h) clean outdoor grill rack (tin foil works great). Failure to comply will result in an additional charge.
- If Guest defaults for twenty-four hours in any of the above scheduled payments, Agent and/or Owner may evict Guest and have such other remedies as provided by the laws of Delaware. Any payment of rent made up to the time of default shall be forfeited and retained by Owner as liquidated damages for Guest's breach of contract.
- Guest agrees that this agreement may not be assigned, sublet, or used for commercial business purposes. In the event Guest requests cancellation of this agreement for any reason, Agent will undertake reasonable efforts to re-rent the property. Guest must put request for cancellation in writing to the attention of Agent. If the property is rented to a third party for the same amount of the gross rent, less 15% of gross rent, will be returned to the defaulting Guest. If the property is not rented to a third party, then the defaulting Guest will remain responsible for the entire rental amount.
- Guest acknowledges that Guest has either personally inspected the premises and accepted it "as is" or if not hereby waives the right to withhold rent for any alleged deficiency in the premises or to claim that the property has been misrepresented to Guest either by Agent or Owner. ***NO REFUNDS WILL BE GIVEN.**
- If during the term of this agreement, the building is so damaged by fire or other casualty without fault or negligence of the Guest and it is rendered wholly unfit for occupancy and cannot be repaired within 48 hours, then this agreement shall terminate as of the date of such damage and the Guest shall pay the rent apportioned to the time of damage. The Owner may then re-enter and repair the premises. If such damage can be repaired within 48 hours thereafter, then this agreement shall not be affected.
- Guest will pay all the toll charges where a telephone is installed and will pay an additional \$50.00 collection fee if Agent has cause to bill Guest for said toll charges.
- Guest agrees that neither Agent nor the Owner will be held liable or responsible in any way whatsoever for any injuries, accidental or otherwise, that may be incurred or suffered upon the premises from any cause whatsoever during the term of this agreement.
- If in the sole discretion of the Agent or the Owner, the Guest becomes objectionable to the neighbors, to the property or for any reason whatsoever, the Guest may be evicted with no refund given, whether or not Guest is otherwise in default under this agreement. In such event, Agent will, if possible, sublet the premises to a third party and refund an equal portion of the sublet rent paid, less 15% commission, for subletting and if necessary, costs of repairs and cleaning to ready the premises for the next rental period.

GUEST COPY

CONTINUED ON BACK



Wilgus Associates, Inc.
 P.O. Box 309 (32904 Coastal Highway)
 Bethany Beach, Delaware 19930
 (302) 539-7511 - (800) 441-8118
www.wilgusassociates.com

CONFIRMATION AGREEMENT

Date 11/29/2017
 Rent \$2,250.00
 Reservation Fee \$125.00
 security deposit \$750.00
 Sales tax \$157.50
 Total Charges **\$3,282.50**
 Paid \$1,500.00
 Balance **\$1,782.50**

James Cooke
 35764 Atlantic Ave #945
 Ocean View, DE 19970

Reservation Number: 69688
 Arrive: 11/30/2017~ Depart: 02/28/2018
 Unit: 431 Lekites Avenue ~ Phone: (302) 829-8367
 Beach Hollow ~ Bethany Beach
 431BH Beil

Max Occupancy: 6; 3 Bedrooms~2.5 Baths
 Bedding 1: Q, Bedding 2: 2T, Bedding 3: U

ALL BALANCES DUE 30 DAYS PRIOR TO CHECK-IN. CHECK IN 3:00 PM./CHECK OUT 10:00AM.
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 2. All Confirmation Agreements will be assessed a non-refundable Security Deposit Waiver in the amount of \$50 to cover any accidental damage up to \$1000. The Accidental Damage Waiver does not include: intentional acts, gross negligence or willful conduct, evidence of and/or damage caused by pets (where authorized); loss of use, damage done by unauthorized groups, lost or damage to guests' personal property or rental equipment brought onto the premises; or charges for extra cleaning. The staff of Wilgus Associates will determine all necessary repairs.
 3. If a unit is not left in "broom clean" condition, the guest will be automatically billed an additional cleaning fee. Departure housekeeping is included in the rental rate. We request that you: a) remove all food from the refrigerator and the cabinets; b) take out all trash; c) run the dishwasher; d) wash and put away all pots, pans, and dishes; e) remove your linens and put comforters or spreads back on the appropriate beds; f) restore furniture to its original arrangement; g) restore balcony and decks to their original condition; h) clean outdoor grill rack (tin foil works great). Failure to comply will result in an additional charge.
 4. If Guest defaults for twenty-four hours in any of the above scheduled payments, Agent and/or Owner may evict Guest and have such other remedies as provided by the laws of Delaware. Any payment of rent made up to the time of default shall be forfeited and retained by Owner as liquidated damages for Guest's breach of contract.
 5. Guest agrees that this agreement may not be assigned, sublet, or used for commercial business purposes. In the event Guest requests cancellation of this agreement for any reason, Agent will undertake reasonable efforts to re-rent the property. Guest must put request for cancellation in writing to the attention of Agent. If the property is rented to a third party for the same amount of the gross rent, less 15% of gross rent, will be returned to the defaulting Guest. If the property is not rented to a third party, then the defaulting Guest will remain responsible for the entire rental amount.
 6. Guest acknowledges that Guest has either personally inspected the premises and accepted it "as is" or if not hereby waives the right to withhold rent for any alleged deficiency in the premises or to claim that the property has been misrepresented to Guest either by Agent or Owner. ***NO REFUNDS WILL BE GIVEN.**
 7. If during the term of this agreement, the building is so damaged by fire or other casualty without fault or negligence of the Guest and it is rendered wholly unfit for occupancy and cannot be repaired within 48 hours, then this agreement shall terminate as of the date of such damage and the Guest shall pay the rent apportioned to the time of damage. The Owner may then re-enter and repair the premises. If such damage can be repaired within 48 hours thereafter, then this agreement shall not be affected.
 8. Guest will pay all the toll charges where a telephone is installed and will pay an additional \$50.00 collection fee if Agent has cause to bill Guest for said toll charges.
 9. Guest agrees that neither Agent nor the Owner will be held liable or responsible in any way whatsoever for any injuries, accidental or otherwise, that may be insured or suffered upon the premises from any cause whatsoever during the term of this agreement.
 10. If in the sole discretion of the Agent or the Owner, the Guest becomes objectionable to the neighbors, to the property or for any reason whatsoever, the Guest may be evicted with no refund given, whether or not Guest is otherwise in default under this agreement. In such event, Agent will, if possible, sublet the premises to a third party and refund an equal portion of the sublet rent paid, less 15% commission, for subletting and if necessary, costs of repairs and cleaning to ready the premises for the next rental period.



STATE OF DELAWARE
PUBLIC SERVICE COMMISSION
861 SILVER LAKE BLVD.
CANNON BUILDING, SUITE 100
DOVER, DELAWARE 19904
TELEPHONE: (302) 736-7500

July 29, 2019

To: The Parties and Service List of PSC Docket No. 19-0279

Re: **IN THE MATTER OF THE FORMAL COMPLAINT OF JAMES K. COOKE
AGAINST DELMARVA POWER & LIGHT COMPANY REGARDING A
DISPUTED ACCOUNT (Filed April 22, 2019)**

Dear Parties:

This is to memorialize today's conference call. The parties have agreed as follows (and I concur):

- (i) The parties will conduct additional discovery by Wednesday, July 31, 2019;
- (ii) The parties will respond to discovery by Wednesday, August 7, 2019;
- (iii) A pre-hearing conference call will be held on Monday, August 26, 2019, at 10:00 a.m., the call-in number is (302) 736-7502;
- (iv) A tentative date for the Evidentiary Hearing is scheduled for Thursday, August 29, 2019, at 10:00 a.m. The hearing will take place at the Delaware Public Service Commission in the Hearing Room, 861 Silver Lake Blvd, Suite 100, Dover, DE 19901.

Thank you, please do not hesitate to contact me with any questions contained herein.

Respectfully,

/s/ Glenn Kenton

Glenn Kenton, Hearing Examiner

Exhibit No. 6



STATE OF DELAWARE
PUBLIC SERVICE COMMISSION
861 SILVER LAKE BLVD.
CANNON BUILDING, SUITE 100
DOVER, DELAWARE 19904
TELEPHONE: (302) 736-7500

August 26, 2019

To: The Parties and Service List of PSC Docket No. 19-0279

Re: **IN THE MATTER OF THE FORMAL COMPLAINT OF JAMES K. COOKE
AGAINST DELMARVA POWER & LIGHT COMPANY REGARDING A
DISPUTED ACCOUNT (Filed April 22, 2019)**

Dear Parties:

This is to memorialize today's conference call. The parties have agreed as follows (and I concur):

- (i) At the request of the parties, the Evidentiary Hearing currently scheduled for 10:00 a.m, August 29, 2019, is continued in order for settlement discussions to continue. Should those discussions not be productive, the parties will consult among themselves and propose to me an alternative date for a rescheduled Evidentiary Hearing.

Thank you, please do not hesitate to contact me with any questions contained herein.

Respectfully,

/s/ Glenn Kenton

Glenn Kenton, Hearing Examiner

Exhibit No. 7

Starnes, James (DOS)

From: Hearing Examiner <HEKenton@comcast.net>
Sent: Tuesday, October 22, 2019 8:22 AM
To: HEKenton
Cc: Orr, Lindsay:(PHI); kcooke352@aol.com; lorii, Regina (DOS); Hemphill, Samantha (DOS); Misner, Samantha (DOS); Maucher, Andrea (DOS); Starnes, James (DOS)
Subject: Cooke Complaint - Docket 19-0279 Schedule

Ms. Orr, Ms. lorii & Mr. Cooke,

I have now been advised that the schedule is acceptable to Mr. Cooke.

As I stated, because of the delay to date I will push the schedule back a few days. Accordingly, the schedule for Delmarva's anticipated Motion to Dismiss is as follows:

Tuesday, October 29 - Motion to Dismiss due
Tuesday, November 12 - Answer due
Thursday, November 21 - Reply due

Glenn Kenton
Hearing Examiner

On Oct 17, 2019, at 9:26 AM, HEKenton <hekenton@comcast.net> wrote:

Ms. Orr, Ms. lorii and Mr. Cooke,

Although Delmarva and DPA have agreed to the suggested schedule with respect to Delmarva's request to file a Motion to Dismiss, repeated attempts to learn of Mr. Cooke's acceptance of this schedule (or an alternative schedule) have been unsuccessful.

Under such circumstances, given the right of Delmarva (or any other party) to file a Motion to Dismiss, I would be normally inclined to accept Delmarva's suggested schedule at this time. However, I have been advised that Mr. Cooke says he intends to meet with prospective counsel this week. Under such circumstances, given that to date Mr. Cooke is not represented by counsel, I will await hearing from Mr. Cooke or his counsel through the close of business Monday, October 21, 2019 as to his position on the proffered schedule – or an alternative schedule?

Should I not hear from Mr. Cooke or his counsel by that deadline, I will set the schedule. It will likely be the schedule proposed by Ms. Orr, pushed back a few days because of the delays to date.

Respectfully,
Glenn Kenton
Hearing Examiner

From: [Orr, Lindsay:\(PHI\)](#)
Sent: Thursday, October 10, 2019 1:34 PM
To: [Hearing Examiner](#)
Cc: [lorii, Regina \(DOS\)](#); [kcooke352@aol.com](#); [Hemphill, Samantha \(DOS\)](#); [Misner, Samantha \(DOS\)](#); [Slater, Andrew C. \(DOS\)](#); [Maucher, Andrea \(DOS\)](#); [Regina lorii, James.starnes@delaware.gov](#)

Subject: RE: Cooke Complaint - Docket 19-0279

1 **Exhibit No** §

Renee E. Suglia
Assistant General Counsel

302.429.3765 – Telephone
302.429.3801 – Facsimile

U.S. mail
92DC42
PO Box 6066
Newark, DE 19714-6066

Renee.Suglia@pepcoholdings.com

All other deliveries
92DC42
500 N. Wakefield Drive
Newark, DE 19702

October 29, 2019

Via Delafile

Ms. Donna Nickerson, Secretary
Delaware Public Service Commission
Cannon Building, Suite 100
861 Silver Lake Boulevard
Dover, DE 19904

Re: In the Matter of the Formal Complaint of James K. Cooke Against Delmarva Power & Light Company Regarding a Disputed Account (Filed April 22, 2019), PSC Docket No. 19-0279 –
Delmarva Power & Light Company's Motion to Dismiss

Dear Secretary Nickerson,

Enclosed please find Delmarva Power & Light Company's Motion to Dismiss in the above-captioned matter, along with an Affidavit in Support.

Should you have any questions, please do not hesitate to contact me.

Respectfully,



Renee E. Suglia (Del. I.D. 4508)

Attachment

cc: Service List

Exhibit No. 9

IN THE PUBLIC SERVICE COMMISSION OF THE STATE OF DELAWARE

IN THE MATTER OF THE FORMAL COMPLAINT)
OF JAMES K. COOKE AGAINST DELMARVA)
POWER & LIGHT COMPANY REGARDING) PSC Docket No. 19-0279
A DISPUTED ACCOUNT (FILED APRIL 22, 2019))

Delmarva Power & Light Company's Motion to Dismiss

Renee E. Suglia (DE Bar 4508)
Assistant General Counsel
Delmarva Power & Light Company
PO Box 6066
Newark, Delaware 19714
(302) 429-3765
(302) 429-3801 (fax)

Dated: October 29, 2019

Complainant James K. Cooke (“Complainant” or “Mr. Cooke”) requested three specific forms of relief in his Formal Complaint (the “Complaint”). Delmarva Power & Light Company (“Delmarva Power” or the “Company”) has satisfied all three of those requests for relief. Accordingly, no issues remain to be litigated. Therefore, Delmarva Power, by and through its undersigned counsel, hereby moves that the Complaint be dismissed with prejudice.

NATURE AND STAGE OF THE PROCEEDINGS

Complainant filed his Complaint in this docket on April 22, 2019. The Delaware Division of the Public Advocate (the “DPA”) filed a statutory notice of intervention on May 10, 2019. Delmarva Power filed an Answer to the Complaint on May 20, 2019. On June 24, 2019, Complainant filed a document styled an “Amended Complaint,” which the Hearing Examiner ultimately determined should be treated as a “Response to Delmarva Power & Light’s Answer to the Formal Complaint,” as he had allowed for in the Procedural Schedule. The parties exchanged two rounds of discovery, and an evidentiary hearing was scheduled for August 29, 2019. Following the exchange of discovery, Mr. Cooke requested a continuance of the August 29th hearing date so the parties could engage in settlement negotiations. Unfortunately, the settlement negotiations reached an impasse. Delmarva Power did, however, take steps to provide Mr. Cooke with all of the relief he requested in his Complaint. Accordingly, the Hearing Examiner agreed to accommodate Delmarva Power’s request to file a Motion to Dismiss and issued a briefing schedule to govern such a motion. In accordance with that schedule, and pursuant to 26 *Del. Admin. C.* § 1001-2.7, this is Delmarva Power’s Motion to Dismiss.

FACTUAL BACKGROUND

1. Since at least 2007, Delmarva Power has accepted applications for service from realtors on behalf of their clients to lessen the burden on new homebuyers and renters, especially for seasonal properties.¹ The realtor must submit an application to Delmarva Power to obtain log-in credentials to access the online application system.² Then, for any individual service requests, the realtor must complete the online Broker Turn-On/Turn-Off Application, which requires the same information that would be required if the individual requested service personally.³

2. A separate process applies to landlords or property owners requesting service in the name of their tenants. The document Mr. Cooke referenced in and attached to his Complaint entitled “Property Manager/Landlord Start/Stop Service Lease Holder Authorization Form” (the “Lease Holder Authorization Form”) applies only to landlords or property owners.⁴ It does not apply to realtors such as Wilgus.⁵

3. On November 30, 2017, Wilgus Associates, Inc. (“Wilgus”) requested service in Mr. Cooke’s name at 431 Lekites Avenue #5, Bethany Beach, Delaware 19930 (the “Property”).⁶ Mr. Cooke had previously signed lease documents acknowledging “Guest to pay all utilities, i.e. electric”⁷ Wilgus provided Mr. Cooke’s Social Security Number and phone number through Delmarva Power’s online Broker Turn-On/Turn-Off Application.⁸ Delmarva Power determined,

¹ Response to DPA-1.3.

² Response to DPA-1.3.

³ Response to DPA-1.3.

⁴ Answer at 3. The Lease Holder Authorization Form was not put into use until 2019 and therefore was not required even by landlords and property owners at any time relevant to this action. Response to DPA-1.11; Response to DPA-2.21.

⁵ Answer at 3.

⁶ Answer at 2.

⁷ Answer at 2 & Ex. A.

⁸ Response to JKC-3.

based on the Social Security Number Wilgus provided, that the James Cooke for whom Wilgus had requested service had an outstanding prior balance at a different address.⁹ Accordingly, Delmarva Power rejected the request, and service remained in the name of the owner of the Property, Dolf Biel.¹⁰

4. Mr. Cooke apparently moved into the Property. Mr. Cooke did not make payment of his prior outstanding balance.

5. On or about February 28, 2018, Delmarva Power received a check from Catholic Charities for \$915 for the Property, so it applied the amount to the active customer's account, which, at that time, was Dolf Beil.¹¹

6. On March 12, 2018, Mr. Beil called Delmarva Power regarding the \$915 credit that had been made to his account for the Property.¹² Mr. Beil advised that he thought the credit had been applied to his account in error and that he had not applied for any energy assistance.¹³ On or about that same date, Mr. Cooke also called Delmarva Power and asked why his \$915 Home Energy Assistance Award had been applied to his landlord's account and stated that part of the award was supposed to be applied to his prior account.¹⁴ Delmarva Power's Community Outreach team contacted Catholic Charities, who confirmed that Mr. Cooke, although not a Delmarva Power customer at that time, was, in fact, the individual who had applied for utility assistance at the Property and that part of the \$915 Home Energy Assistance Award was intended to be applied to his prior account.¹⁵

⁹ Response to PSC-3

¹⁰ Answer at 2.

¹¹ Response to PSC-5.

¹² Amended Response to PSC-4.

¹³ Amended Response to PSC-4.

¹⁴ Amended Response to PSC-4.

¹⁵ Amended Response to PSC-4; Response to JKC-2.10.

7. Once the Home Energy Assistance Award satisfied the outstanding balance on Mr. Cooke's prior account, Delmarva Power retroactively granted service to the Property in his name back to the original request date.¹⁶ Delmarva Power issued revised bills for the Property to Mr. Cooke in his name for the amount of time Mr. Cooke had leased the Property.¹⁷ The Home Energy Assistance Award that previously had been granted to Petitioner was applied to the amount billed to Petitioner.¹⁸ Ultimately, the full amount of the Home Energy Assistance Award was credited to Mr. Cooke.¹⁹

8. At the time the final bill was issued for Mr. Cooke's account for the Property, the balance owed totaled \$183.11.²⁰

9. Delmarva Power has now removed Mr. Cooke as a customer of record for the Property per his request and reversed all charges to him from the Property. Delmarva Power's credit department has contacted the collections agency, National Recovery Agent, to cancel the collection of any outstanding sums.

10. Now that all the charges have been reversed, Mr. Cooke has a zero balance with Delmarva Power. Mr. Cooke's prior account actually has a credit balance with excess agency funds that will be returned to the agency. An updated billing statement, prepared by Affiant Gary A. Nye, is attached hereto as Exhibit A. Mr. Cooke's account for the Property has also been undone and adjusted accordingly. See attached, as Exhibit B, an updated billing statements prepared by Affiant, Gary Nye.

¹⁶ Amended Response to PSC-4.

¹⁷ Answer at 3.

¹⁸ Answer at 3.

¹⁹ Response to PSC-7. PSC-8, Attachments 1 and 2

²⁰ Answer at 3.

ARGUMENT

11. Delmarva Power has already provided Mr. Cooke with all of the relief he requested in his Complaint, making his Complaint moot and subject to dismissal with prejudice. Additionally, while Mr. Cooke did not request any specific relief with respect to Delmarva Power's process of allowing realtors to request service in the name of tenants, Delmarva Power is taking steps to amend that process, which should cure the concerns of the DPA in this docket.

A. **Mr. Cooke Has Received All Of The Relief He Requested In His Complaint.**

12. Mr. Cooke requests three forms of relief in his Complaint: (1) "Delmarva Power to cease any and all collection efforts against James Cooke and remove from his credit file;" (2) "Have National Recovery Agency delete collection account from James Cooke's credit;" and (3) Refund to James Cooke \$654.22 illegally given to Beil."²¹ Mr. Cooke has already received each of these three items of relief, making his Complaint moot and subject to dismissal with prejudice.

13. With respect to the first request for relief, as stated earlier, Delmarva Power has removed Mr. Cooke as a customer of record for the Property at his request and reversed all charges to him from the Property. As such, Delmarva Power has in fact "cease[d] any and all collection efforts against James Cooke and remove from his credit file," as requested by Mr. Cooke, making his first request for relief moot.

14. With respect to the second request for relief, as stated earlier, Delmarva Power's credit department has contacted the collections agency, National Recovery Agent, to cancel the collection of any amounts due from Mr. Cooke related to the Property. As such, Delmarva Power has in fact contacted "National Recovery Agency [to] delete collection account from James Cooke's credit," as requested by Mr. Cooke, making his second request for relief moot.

²¹ Complaint at 2-2.

15. With respect to the third request for relief, as discussed above, Delmarva Power has credited Mr. Cooke with the entire \$915 Home Energy Assistance Award. As such, Delmarva Power has in fact “refund[ed] to James Cooke” the amount initially credited to Mr. Beil, making this third request for relief moot.

16. Delmarva Power has satisfied all three of Mr. Cooke’s requests for relief, making his claims moot. To the extent Mr. Cooke argues he is entitled to damages, such an award is both unwarranted and outside the Commission’s jurisdiction.²² Accordingly, Mr. Cooke’s Complaint must be dismissed.

B. Delmarva Power Is Amending Its Realtor Application Process To Require A Tenant Signature.

17. While Mr. Cooke did not request any relief with respect to Delmarva Power’s general process of allowing realtors to request service in the name of tenants, he did complain that “Delmarva Power failed to request or receive the required Lease Holder Authorization Form with the tenant’s contact information and signature.”²³ Additionally, Delmarva Power understands that the DPA is very interested in the realtor application process and that that interest drove them to intervene in this docket. Accordingly, while it is procedurally proper to dismiss this complaint now that Complainant’s claims are moot, Delmarva Power will also address the overall realtor application process.

²² *In the Matter of the Complaint filed by James & Vicki Shaw against Chesapeake Utilities Corp. Concerning Rules & Regulations Regarding its Tariff*, 2013 Del. PSC LEXIS 34 at *2 (March 5, 2013) (“The Commission does not have jurisdiction over the [complainants]’ allegations that they are entitled to monetary damages.”) (citing *Artesian Water Co. v. Cynwyd Club Apts., Inc.*, 297 A.2d 387, 389 (Del. 1972) (Commission does not sit as a court of law and does not adjudicate debt controversies between parties).

²³ Complaint at 1-2.

18. With respect to Mr. Cooke's allegation that "Delmarva Power failed to request or receive the required Lease Holder Authorization Form with the tenant's contact information and signature," as noted above, the document Mr. Cooke referenced in and attached to his Complaint entitled "Property Manager/Landlord Start/Stop Service Lease Holder Authorization Form" applies to requests for service from landlords and property managers on behalf of their tenants only and does not apply to requests for service from realtors like Wilgus.²⁴ Additionally, the Lease Holder Authorization Form was not put into use until 2019 and therefore was not required at any time relevant to this action.²⁵

19. With respect to Delmarva Power's realtor application process in general, the Company's electric tariff allows individuals or entities other than the one in whose name service is being requested to make the request for service. The tariff includes within its definition of "Applicant" any person, corporation, or other entity that "complies completely with all Company requirements for obtaining electric or any other service provided for in this Tariff" as well as any person, corporation, or other entity that "has filed and is awaiting Company approval of its application for service."²⁶ A realtor, landlord, or property owner can meet such requirements.

20. That being said, Delmarva Power understands that the DPA has concerns about the fact that the realtor application process does not require a signature from the tenant in whose name the realtor is requesting service. Accordingly, the Company is in the process of adjusting the realtor application process to more closely align with the landlord application process and require a tenant signature as part of the application process. Delmarva Power believes this should satisfy the DPA's concerns.

²⁴ Answer at 3.

²⁵ Response to DPA-1.11; Response to DPA-2.21.

²⁶ Response to DPA-2.15; P.S.C. Del. No. 8 – Electric, Fourth Revised Leaf No. 4.

CONCLUSION

WHEREFORE, for the reasons discussed above, Delmarva Power respectfully requests that the Complaint be dismissed with prejudice.

Respectfully Submitted,



Renee E. Suglia (DE Bar 4508)
Assistant General Counsel
Delmarva Power & Light Company
PO Box 6066
Newark, Delaware 19714
(302) 429-3765
(302) 429-3801 (fax)
renee.suglia@pepcoholdings.com

Dated: October 29, 2019

IN THE PUBLIC SERVICE COMMISSION OF THE STATE OF DELAWARE

IN THE MATTER OF THE FORMAL COMPLAINT)
OF JAMES K. COOKE AGAINST DELMARVA)
POWER & LIGHT COMPANY REGARDING) PSC Docket No. 19-0279
A DISPUTED ACCOUNT (FILED APRIL 22, 2019))

CERTIFICATE OF SERVICE

I hereby certify that on October 29, 2019, I caused a copy of the attached MOTION TO DISMISS to be filed with the Delaware Public Service Commission using Delafile and to be served on the following persons in the manner indicated.

VIA ELECTRONIC MAIL AND REGULAR FIRST CLASS MAIL:

Petitioner:

Mr. James K. Cooke
35764 Atlantic Ave. #945
Ocean View, DE 19970
Email: kcooke352@aol.com

VIA ELECTRONIC MAIL AND FILED VIA DELAFILE:

Service List:

Patricia Gannon	Patricia.Gannon@delaware.gov
Samantha Misner	Samantha.Misner@delaware.gov
Robert Willard, Esq.	robert.willard@delaware.gov
Regina Iorii, Esq.	regina.iorii@delaware.gov
Andrea Maucher	andrea.maucher@delaware.gov
Drew Slater	andrew.slater@delaware.gov



Renee E. Suglia (DE Bar 4508)
Assistant General Counsel
Delmarva Power & Light Company
PO Box 6066
Newark, Delaware 19714
(302) 429-3765, (302) 429-3801 (fax)
renee.suglia@pepcoholdings.com

EXHIBIT A

Billing Statement
Service Type: Electric
Account # 50010634348

James Cooke
104 Naomi Dr
Millville, DE 19970

Date	Transaction	Debits	Credits	Balance
6/12/17	Security Deposit	\$550.00		\$550.00
7/6/17	Transferred Balance	\$15.25		\$565.25
7/14/17	July Charges	\$183.40		\$748.65
8/11/17	August Charges	\$226.96		\$975.61
9/6/17	Payment		(\$275.00)	\$700.61
9/12/17	Late Fee	\$6.38		\$706.99
9/14/17	September Charges	\$195.01		\$902.00
10/9/17	Payment		(\$100.00)	\$802.00
10/12/17	October Charges	\$131.38		\$933.38
11/9/17	Late Fee	\$11.28		\$944.66
11/11/17	November Charges	\$117.47		\$1,062.13
12/7/17	Deposit Cancel		(\$550.00)	\$512.13
12/8/17	Final Bill Charges	\$137.28		\$649.41
3/13/18	Agency Payment Transfer		(\$338.63)	\$310.78
5/3/18	Balance Transfer		(\$260.78)	\$50.00
10/24/18	Agency Payment Reversal	\$338.63		\$388.63
8/16/19	Balance Transfer	\$260.78		\$649.41
8/16/19	Agency Payment Transfer		(\$915.00)	(\$265.59)
8/16/19	Agency Credit Refund	\$265.59		\$0.00
Totals		\$2,439.41	(\$2,439.41)	\$0.00

EXHIBIT B

Billing Statement
Service Type: Electric
Account # 50012840695

James Cooke
431 Lekites Ave #5
Bethany Beach, DE 19930

Date	Transaction	Debits	Credits	Balance
12/4/17	Security Deposit	\$225.00		\$225.00
4/4/18	Agency Payment		(\$915.00)	(\$690.00)
4/6/18	January Charges	\$139.46		(\$550.54)
4/9/18	February Charges	\$129.74		(\$420.80)
4/10/18	March Charges	\$139.37		(\$281.43)
5/3/18	Balance Transfer	\$260.78		(\$20.65)
5/7/18	April & May Charges	\$299.46		\$278.81
6/12/18	Final Bill Charges	\$129.59		\$408.40
6/12/18	Deposit Refund		(\$225.00)	\$183.40
12/8/18	DE Rate Refund		(\$0.29)	\$183.11
3/4/19	Credit		(\$10.25)	\$172.86
8/16/19	Reverse January Charges		(\$139.46)	\$33.40
8/16/19	Reverse February Charges		(\$129.74)	(\$96.34)
8/16/19	Reverse March Charges		(\$139.37)	(\$235.71)
8/16/19	Reverse April & May Charges		(\$299.46)	(\$535.17)
8/16/19	Reverse Final Bill Charges		(\$129.59)	(\$664.76)
8/16/19	Reverse Rate Refund	\$0.29		(\$664.47)
8/16/19	Reverse Credit	\$10.25		(\$654.22)
8/16/19	Balance Transfer		(\$260.78)	(\$915.00)
8/16/19	Agency Payment Transfer	\$915.00		\$0.00
Totals		\$2,248.94	(\$2,248.94)	\$0.00

IN THE PUBLIC SERVICE COMMISSION OF THE STATE OF DELAWARE

IN THE MATTER OF THE FORMAL COMPLAINT)
OF JAMES K. COOKE AGAINST DELMARVA)
POWER & LIGHT COMPANY REGARDING)
A DISPUTED ACCOUNT (FILED APRIL 22, 2019))
PSC Docket No. 19-0279

**AFFIDAVIT OF GARY A. NYE IN SUPPORT OF DELMARVA POWER'S
MOTION TO DISMISS**

State of Delaware)
) SS.
County of New Castle)

I, Gary A. Nye, hereby deposes and says:

1. I am a Senior Regulatory Assessor for Delmarva Power & Light Company. I am fully familiar with this matter and the facts set forth below.

2. I respectfully submit this Affidavit in support of Delmarva Power & Light Company's ("Delmarva Power") Motion to Dismiss, filed contemporaneously herewith.

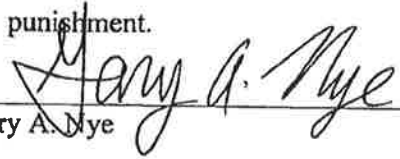
3. Delmarva Power has removed Complainant James K. Cooke as a customer of record for the property located at 431 Lekites Avenue #5, Bethany Beach, Delaware 19930.

4. Attached to the Motion as Exhibits A and B are two up to date statements I prepared showing this.

5. Delmarva Power's credit department has contacted the collection agency, National Recovery Agent, to cancel the collection of any prior billings issued to Mr. Cooke for this address.

6. Delmarva Power is in the process of adjusting its realtor application process to more closely align with the landlord application process and require a tenant signature as part of the application process.

7. The foregoing statements made by me are true. I am aware that if any of the foregoing statements are willingly false, I am subject to punishment.



Gary A. Nye

SWORN TO AND SUBSCRIBED before me this 29th day of October 2019.



Notary Public

My Commission expires:

NANCY VANGORDER
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires May 19, 2020

Starnes, James (DOS)

From: Hearing Examiner <HEKenton@comcast.net>
Sent: Friday, November 15, 2019 9:40 AM
To: kcooke352@apl.com; Renee Suglia; Iorii, Regina (DOS); Maucher, Andrea (DOS); Hemphill, Samantha (DOS); Starnes, James (DOS)
Subject: Fwd: Cooke Complaint - Docket 19-0279 deadlines extended

Mr. Cooke,

The November 12 deadline for your Answer has passed without receiving your Answer.

After being contacted by Staff, I am advised that you have stated you are going to consult counsel to determine your further participation. As you are not represented by counsel to date (to my knowledge), the Commission policy is to be flexible. Nevertheless, Commission deadlines cannot be ignored with impunity.

I will extend the date for your Answer until this Wednesday, November 20, 2019.

I will also extend the date for Reply until Tuesday, November 26, 2019.

If you do not file a timely Answer, I will make a prompt decision thereafter.

Glenn Kenton
Hearing Examiner

Begin forwarded message:

From: Hearing Examiner <HEKenton@comcast.net>
Date: October 22, 2019 at 7:22:25 AM CDT
To: HEKenton <hekenton@comcast.net>
Cc: "Orr, Lindsay:(PHI)" <Lindsay.Orr@exeloncorp.com>, "kcooke352@aol.com" <kcooke352@aol.com>, "lorii, Regina (DOS)" <regina.iorii@delaware.gov>, "Hemphill, Samantha (DOS)" <Samantha.Hemphill@delaware.gov>, "Misner, Samantha (DOS)" <Samantha.Misner@delaware.gov>, "Maucher, Andrea (DOS)" <andrea.maucher@delaware.gov>, "Starnes, James" <James.Starnes@delaware.gov>
Subject: Cooke Complaint - Docket 19-0279 Schedule

Ms. Orr, Ms. Iorii & Mr. Cooke,

I have now been advised that the schedule is acceptable to Mr. Cooke.

As I stated, because of the delay to date I will push the schedule back a few days. Accordingly, the schedule for Delmarva's anticipated Motion to Dismiss is as follows:

Tuesday, October 29 - Motion to Dismiss due

Tuesday, November 12 - Answer due

Thursday, November 21 - Reply due

Glenn Kenton
Hearing Examiner

On Oct 17, 2019, at 9:26 AM, HEKenton <hekenton@comcast.net> wrote:

Ms. Orr, Ms. Iorii and Mr. Cooke,

Exhibit No. 10