

James J. Munnis

Attorney at Law

Westtown Business Center
1517 McDaniel Drive
West Chester, PA 19380
610-350-0768
jimmunnis@yahoo.com

August 12, 2010

VIA FEDERAL EXPRESS
PA Public Utility Commission
Secretary of the Commission
2nd Floor, Keystone Building
400 North Street
Harrisburg, PA

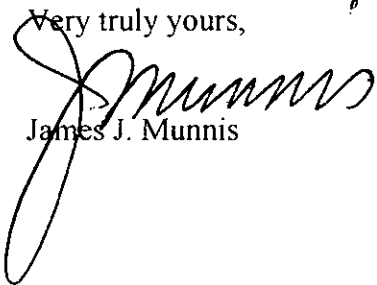
Re: *Munnis v. PECO* No. C-2009-2113791

To Whom it May Concern:

Enclosed please find an original and nine (9) copies of Complainants' Exceptions to the Initial Decision in the above referenced matter. Kindly process these Exceptions accordingly.

Thank you.

Very truly yours,


James J. Munnis

JJM/wr
Encl.

RECEIVED

AUG 12 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

MARIAH B. and JAMES J. MUNNIS

v.

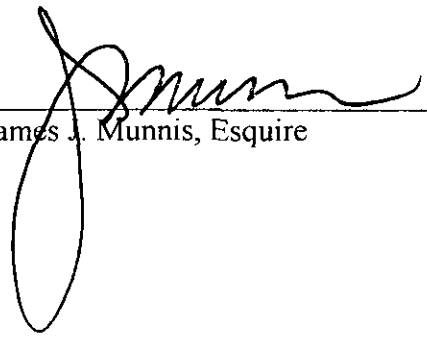
C-2009-2113791

PECO ENERGY CO.

CERTIFICATE OF SERVICE

I, James J. Munnis, Esquire, certify that on the 13th day of August, 2010, a true and correct copy of Complainants' Exceptions have been served via First Class United States Mail, postage prepaid upon :

Tishekia Williams, Esquire
PECO
2301 Market St
Philadelphia, PA 19101



James J. Munnis, Esquire

RECEIVED

AUG 12 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RECEIVED

AUG 12 2010

MARIAH B. and JAMES J. MUNNIS

v.

C-2009-2113791

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PECO ENERGY CO.

EXCEPTIONS MARIAH B. and JAMES J. MUNNIS, COMPLAINANTS

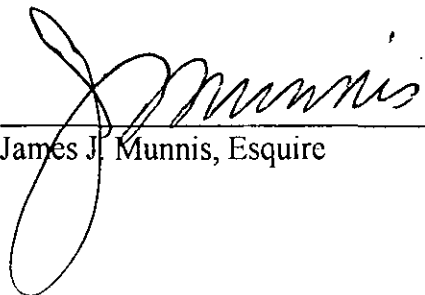
1. Paragraph 31 of the Decision states correctly that Mr. Loveland of PECO recommended that a portion of the cable could be replaced. He did state that a junction box could be installed, and tied into the existing cable.
2. This could be done within the 200 feet in which PECO is responsible for repairs.
3. Due to PECO's agent mismarking the location of the cable prior to Verizon digging, and the subsequent severing of the line due to the mismarking, a splice and junction box was installed at that location, which is more than 200 feet from the property line.
4. As a result, PECO only wanted to tie into that splice, which is more than 200 feet from the property line.
5. PECO cannot benefit, and Munnis should not have to suffer from PECO's agent negligently mismarking the underground line, causing a severing of the mismarked line.
6. But for PECO's agent mismarking the line, the splice and junction box for this line in question could be within 200 feet from the property line, and therefore responsibility of PECO to repair.
7. Loveland stated on cross examination that he had no evidence that the currently routed cable is in an "environmentally sensitive area."
8. No evidence was submitted at all indicating the Munnis property contained any "environmentally sensitive areas."

9. The new line could be routed around the creek, under the bridge attachment, with a junction box within 200 feet from the property line.
10. ALJ Fordham states that “[T]he Respondent (PECO) paid A.N. Lynch for the repair” of the line severed from PECO’s agent mismarking the location of the lines. This is incorrect. Munnis paid A. N. Lynch, and, only after threats of suit and many conversations did PECO concede to reimburse Munnis.
11. This shows PECO’s continued bad faith in dealing with Munnis in this matter.
12. In the last 3 sentences of her Discussion, ALJ Fordham states “The Respondent (PECO) has presented evidence to rebut the Complainants’ (Munnis) position that the replacement facilities will be less than 200 feet. The Complainants did not demonstrate that the recommended replacement is unreasonable”. (Initial Decision, p 12).
13. What ALJ Fordham fails to discuss is that Munnis did present evidence that the existing splice and junction box, which PECO insisted was where the replacement in this matter had to tie in to, existed only because of the negligence of PECO’s agent.
14. Munnis also provided evidence that they relied on PECO for this marking, and called PECO for marking of the lines prior to any digging by Verizon.
15. But for the mismarking, the replacement could be spliced and junction box located well within the 200 feet.
16. It is respectfully suggested that this evidence introduced by Complainants is sufficient evidence that PECO’s recommended replacement is unreasonable.
17. There is no merit to any discussions of re-routing the line, other than from under the creek to under the bridge over the creek.
18. There was no evidence presented showing a need to re-route the line.

19. As per PECO's tariff, PECO will bear the cost up to 200 feet from the property line.
20. The only reason PECO cannot complete this line within that 200 feet is due to its agent's negligence.
21. The tariff makes clear that PECO will make necessary repairs to customer owned extensions of secondary service supply lines for residential customers at no charge.
22. This matter should be considered a repair, as PECO is insisting on splicing and installing a junction box at the location of where Verizon cut the line which was mismarked due to PECO's agent's negligence.
23. As a result of this repair, and in light of the above, PECO should bear the cost of this replacement.
24. The evidence presented by Munnis at the hearing and in the Complaint makes clear that PECO has continually changed its story in attempting to deny liability in this matter.
25. PECO is attempting to force Munnis to spend, as per estimates received, approximately Twenty Thousand Dollars (\$20,000.00) for repairs and replacement that, but for PECO's agent's negligence, could have been done easily, and without expense.
26. PECO cannot benefit from its agent's negligence, at the detriment of its customer, Munnis.

WHEREFORE, it is respectfully suggested that the Complaint filed by Mariah B. and James J. Munnis sufficiently demonstrates liability on the part of PECO, and ALJ Fordham's ORDER dismissing the Complaint should be REVERSED, with Judgment against PECO. PECO should be ORDERED to repair and replace the underground cable in question within thirty (30) days.

Date: 8/12/10



James J. Munnis, Esquire

FedEX US Airbill

Express

FedEx Tracking Number **8728 8462 5359**

Form ID No. **0200**

FedEx Retrieval Copy

1 From 8/13 Sender's FedEx Account Number
Date 8/13
Sender's Name J. MUMFIS **Phone** 610 350 0968

Company
Address 1517 Mc DANIEL DR
City WEST CHESTER PA **State** PA **ZIP** 19380

2 Your Internal Billing Reference

3 To Recipient's Name SECRETARY OF COMM. **Phone**

Company PA PUBLIC UTILITY COMM.

Address 2nd FLOOR KEYSERS BUILDG **City** WEST CHESTER PA **State** PA **ZIP** 19380

Address 400 NORTH STREET **City** HARRISBURG PA **State** PA **ZIP** 17120

01 **HOLD Weekday**
 FedEx location address
 REQUIRED. NOT available for
 FedEx First Overnight.

31 **HOLD Saturday**
 FedEx location address
 REQUIRED. Available ONLY for
 FedEx Priority Overnight and
 FedEx 2Day to select locations.

4a Express Package Service * To most locations. Packages up to 150 lbs.

01 **FedEx Priority Overnight** Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

05 **FedEx Standard Overnight** Next business afternoon. Saturday Delivery NOT available.

06 **FedEx First Overnight** Earliest next business morning delivery to select locations.

03 **FedEx 2Day** Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

20 **FedEx Express Saver** Third business day. Saturday Delivery NOT available.

4b Express Freight Service ** To most locations. Packages over 150 lbs.

70 **FedEx 1Day Freight** Next business day. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 1Day Freight Booking No.

80 **FedEx 2Day Freight** Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

83 **FedEx 3Day Freight** Third business day. Saturday Delivery NOT available.

5 Packaging * Declared value limit \$500.

06 **FedEx Envelope*** **02** **FedEx Pak*** Includes FedEx Small Pak and FedEx Large Pak. **03** **FedEx Box** **04** **FedEx Tube** **01** **Other.**

6 Special Handling and Delivery Signature Options

03 **SATURDAY DELIVERY**

No Signature Required Package may be left without obtaining a signature for delivery.

10 **Direct Signature** Someone at recipient's address may sign for delivery. Fee applies.

34 **Indirect Signature** If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies. For residential deliveries only. Fee applies.

Does this shipment contain dangerous goods?

One box must be checked.

No **04** **Yes** As attached Shipper's Declaration. **Yes** Shipper's Declaration **06** **Dry Ice** Dry Ice, 9 UN 1845

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box. **Cargo Aircraft Only**

7 Payment Bill to:

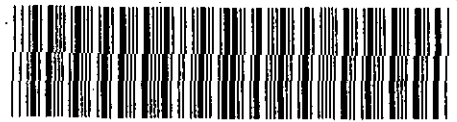
1 **Sender** Fed. No. in Shipment I will be billed. **2** **Recipient** **3** **Third Party** **4** **Credit Card** **5** **Cash/Check**

Total Packages **Total Weight** **Credit Card Auth.**

*Declared value limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

fedex.com 1800.GoFedEx 1800.463.3339

fedex.com 1800.GoFedEx 1800.463.3339



8728 8462 5359

606

Terms And Conditions

Definitions On this Airbill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available upon request. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

- Our liability in connection with this shipment is limited to the lesser of your actual damages or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

- We won't be liable:

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- if you or the recipient violates any of the terms of our Agreement.
- for loss of or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The highest declared value allowed for a FedEx Envelope or FedEx Pak shipment is \$500.
- For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of extraordinary value, in which case the highest declared value allowed is \$1,000.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the \$500, \$1,000, or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time limits set out in the current FedEx Service Guide.

You may call our Customer Service department at 1.800.GoFedEx 1.800.463.3339 to report a claim; however, you must still file a timely written claim. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel; or if the shipment is prohibited by law; or if the shipment would violate any terms of our Airbill or the current FedEx Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a FedEx C.O.D. Airbill.

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimely delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.