

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOSEPH REISINGER, JR.,

Complainant,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET

NO. C-2011-2255288

ANSWER OF PPL ELECTRIC UTILITIES CORPORATION

PPL Electric Utilities Corporation (PPL), by its attorney, hereby Answers Complaint in the above-captioned proceeding as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4a. Denied. PPL denies that it has improperly refused to provide electric service to Complainant.

4b. Admitted in part, denied in part. Respondent, PPL, is without sufficient knowledge to admit or deny the leasing relationship between Complainant and Christopher Street Realty Corporation. By way of further response, it is believed, and therefore averred that Complainant is the owner of the premises in question. Moreover, it is believed and therefore averred that Christopher Street Realty Corporation is not a Pennsylvania corporation. Rather, it is believed, and therefore averred, that Complainant uses the name Christopher Street Realty as a trading name and that Complainant and Christopher Street Realty are one and the same.

Accordingly, Christopher Street Realty has an outstanding balance; PPL has acted properly in demanding payment in order to reconnect service.

5. Paragraph 5 constitutes a request for relief to which no Answer is required. To the extent a response is required, PPL incorporates by reference herein the averments set forth in its Answer to Paragraph 4 of the Complaint.


6. No response of answering Respondent is required as the allegations of this paragraph do not pertain to answering Respondent.

7. Admitted.

WHEREFORE, in view of the foregoing, PPL respectfully requests that the Commission deny the above-captioned Complaint.

Respectfully submitted,

GROSS MCGINLEY, LLP

BY: 
KIMBERLY G. KRUPKA, ESQUIRE
*Attorney for Respondent, PPL Electric
Utilities Corporation*

Dated: August 23, 2010
In Allentown, Pennsylvania

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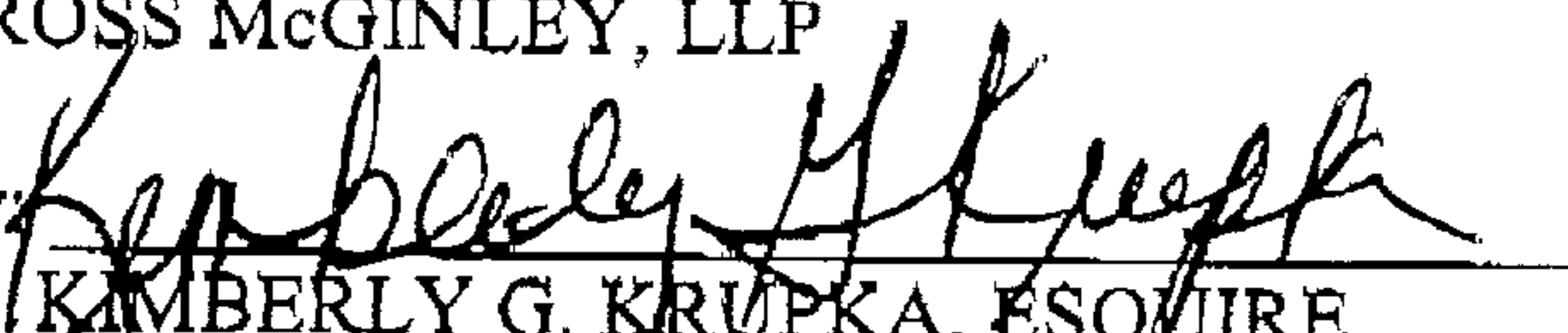
CERTIFICATE OF SERVICE

This is to certify that the ANSWER of PPL ELECTRIC UTILITIES CORPORATION TO THE COMPLAINT was mailed to counsel/complainant of record, KEVIN M. WALSH, ESQUIRE, ATTORNEY FOR JOSEPH REISINGER, JR., Complainant, by first class mail, United States mail, postage on this the 23rd day of August, 2011.

KEVIN M. WALSH, ESQUIRE
299 PIERCE ST
KINGSTON PA 18704-5147

GROSS MCGINLEY, LLP

By:



KIMBERLY G. KRUPKA, ESQUIRE

I.D. # 83071

Counsel for Defendant

PPL Electric Utilities Corporation

33 South 7th Street, P.O. Box 4060

Allentown, PA 18105

Phone (610) 820-5450

Fax (610) 820-6006

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA)
) : SS
 COUNTY OF LEHIGH)

I, Robert M. Geneczko, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Robert M Geneczko

Date: August 23, 2011

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

Please print in ink or type.

1. CUSTOMER (COMPLAINANT) INFORMATION

Your name, mailing address, county, telephone number, utility account number and service address:

Name Joseph Reisinger, Jr.

Street/P.O. Box 4392 Yellowstone Drive Apt # _____

City Redding State California Zip 96002

County Shasta

Daytime Telephone Number Where We Can Contact You: **My Attorney, Kris Jannuzzi's Phone Number** (570) 239-0602

E-mail Address (optional): KMWEsq@aol.com

Utility Account Number I have no utility account number because PPL refused
(from your bill) to provide me with electric service, as described herein

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

Name Joseph Reisinger, Jr.

Street/P.O. Box 27 Academy Street (the "Building")

City Wilkes-Barre State PA Zip 18702

2. FULL NAME OF UTILITY COMPANY (RESPONDENT):

PPL Electric Utilities Corporation ("PPL")

3. TYPE OF UTILITY (check one)

ELECTRIC

STEAM HEAT

GAS

WASTE WATER

WATER

MOTOR CARRIER

(e.g., taxi, moving company, limousine)

TELEPHONE

(local, long distance)

4. **COMPLAINT** (check one)

A. In general, what is your complaint?

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.

X Other (explain).

PPL has improperly refused to provide electrical service to my above Building and therefore I am requesting you Agency's assistance in securing for me the above service.

B. State the facts of your complaint.

Include any specific dates, times or places that may be important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

FACTS: *I, Joseph R. Reisinger, Jr., am the complaining party, and I am a resident of Redding, California. I purchased the Building, which is a five-unit apartment building on June 22, 2004, located at 27 Academy Street in Wilkes-Barre, Pennsylvania, Luzerne County, 18702.*

I was born and raised in Wilkes-Barre before relocating to California. Because I live in California, I entered into a lease agreement with Christopher Street Realty Corp. ("CSR"), where CSR paid me a monthly rent for the entire Building, and then CSR was permitted to sign residential leases in its own name with all of the actual tenants who were to reside in the Building, and keep all of the rents CSR receives from those tenants. The Building had four electrical meters to service the above five rental units.

As I understand it, the electric utility bill in the Building was in CSR's name for all of the above five units, and when tenants moved in, they were responsible for their utility bills for the electric service. In July 2007, while a rental inspector was routinely inspecting the Building for rental to a new tenant, the inspector indicated that the Building needed an upgrade to its electrical system before it could be rented to a new tenant, to be in

accordance with the City's then new Building Code. I then contracted with an electrician to perform the necessary electrical service upgrades to the electrical service in the Building to comply with my lease terms with CSR, so that CSR could then continue to rent the units in the Building to new tenants, and I would continue to receive my monthly rent check from CSR.

Around the same time PPL terminated electrical service to the Building, because of non payment of an electric bill related to an apartment in that Building, by CSR. When CSR requested PPL to restore service to apartments #1 and #2, on the first floor of the Building, so that my electrician could make the necessary electrical repairs, PPL refused to resume service. The reason why PPL refused service for me was apparently because of the fact that CSR owed approximately \$5,000 from tenants who did not pay their utility bills for the electric service to apartments in the Building. Additionally, PPL then also claimed that CSR owed approximately \$20,000 for other unpaid electrical services to other properties managed by CSR, and therefore PPL insisted that all of the other bills owed by CSR all be paid before the electrical service could be restored to my Building.

At the above time, I then contacted PPL personally to have the electrical service lines to apartment's #1 and #2 in the Building put in my name, as the owner of the Building, so that the accounts would be billed directly to me, so that I could then have my electrician make the necessary electrical repairs to the Building. I have no outstanding accounts due to PPL, and I was prepared to make a deposit to ensure continuing service. PPL refused my request. Similarly, PPL refused to restore service to apartments #'s 3, 4, and 5 when the tenants vacated, and I was therefore unable to make structural repairs necessary to service those electric lines, since July of 2007. Again, this was due to an apparent outstanding bill that CSR owed to PPL.

Because PPL refused to cooperate with me and allow me to make a deposit and assume responsibility for the electrical service to my Building, the City's Rental Inspection Department ultimately closed down the 27 Academy Street Building and required the remaining tenants to vacate.

The "Responsible Utility Consumer Protection Act, Act 201 of 2004" provides that regarding New Service, "The utility company can require you to pay a deposit if: (i) you do not have good credit or if you do have good credit, but have a bad payment history with the utility company, (ii) you are shut off for an overdue bill, or (iii) if you miss or pay your bill late for two

consecutive payments or three times in a 12-month period, you may have to pay a deposit. The amount of your deposit may be equal to two average monthly bills”

I have good credit and was prepared to make the necessary deposit to have the electrical service reinstated to the above Building in my name. CSR's unpaid electrical bills have absolutely nothing to do with me, because CSR incurred those bills in its independent capacity as the tenant of the Building in our lease agreement. Further, I advised PPL in July 2007 that I had not broken any prior payment arrangements with PPL, and as the owner of the above Building I could easily have provided a copy of my tax return or W-2, or my credit rating, to indicate that I was financially credit-worthy.

Finally, in support of the above, attached are the following:

1. Exhibit A is a copy of the Lease Agreement, that I had signed previously, with CSR, in reference to the above Building;
2. Exhibit B is a copy of a Schedule E, Rental Properties for 2004, that I filed with the Internal Revenue Service, showing that I had received rental income from CSR, in the amount of ___;
3. Exhibit C is a copy of the attachment to the Rental Schedule filed with the Internal Revenue Service, in regard to CSR's rental activities for 2004, and it indicates a rental expense paid to me in that year of _____, which is the same above amount;
4. Exhibit D is a copy of a Schedule E, Rental Properties for 2005, that I filed with the Internal Revenue Service, showing that I had received rental income from CSR, in the amount of ___;
5. Exhibit E is a copy of the attachment to the Rental Schedule filed with the Internal Revenue Service, in regard to CSR's rental activities for 2005, and it indicates a rental expense paid to me in that year of _____, which is the same above amount;
6. Exhibit F is a copy of a Schedule E, Rental Properties for 2006, that I filed with the Internal Revenue Service, showing that I had received rental income from CSR, in the amount of ___;
7. Exhibit G is a copy of the attachment to the Rental Schedule filed with the Internal Revenue Service, in regard to CSR's rental activities for 2006, and it indicates a rental expense paid to me in that year of _____, which is the same above amount;
8. Exhibit H is a copy of a Schedule E, Rental Properties for 2007, that I filed with the Internal Revenue Service, showing that I had received rental income from CSR, in the amount of ___;

9. Exhibit I is a copy of the attachment to the Rental Schedule filed with the Internal Revenue Service, in regard to CSR's rental activities for 2007, and it indicates a rental expense paid to me in that year of _____, which is the same above amount;

5. RELIEF

I believe PPL violated its statutory duty to provide electrical service to my Building, based on all of the above. Additionally, because I was denied an opportunity to make the electrical system upgrades to my Building for several winters, damage to the plumbing system of the Building and damage to the plaster occurred, and now, further damage has been caused by vandals to the windows on the first floor and some of the doors in the Building, since it has been unoccupied.

For all of the above reasons, I request that PPL be required to immediately allow me to establish an account in my own name in reference to the Building, for electrical service, and then restore the electrical service to the above Building, so as to allow me to make the necessary repairs to the electrical system, in that Building so that I can be in a position to either re-rent all of the apartments in the Building to one tenant on a basis similar to the arrangements I had previously with CSR, or I could simply list the above Building with a management company, who will then manage the apartment Building for me, and keep it occupied with tenants.

Obviously, because I reside in California, I can not do any of the above personally, and thus it was the reason why I had retained CSR to address the above in the first place.

6. PROTECTION FROM ABUSE *Not Applicable*

Answer the following question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility **AND** your complaint is about a billing problem, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

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

YES

NO

7. **PRIOR UTILITY CONTACT** *Not Applicable; The Building is a Commercial building, and therefore not a residential customer*

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES (includes appeals of BCS determinations)

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. **LEGAL REPRESENTATION (IF ANY)**

If you are represented by a lawyer **in this matter** you must provide your lawyer's name, address, telephone number, and e-mail address, if known.

Lawyer's Name Kevin M Walsh, Esq. and Kristopher Jannuzi, Esq

Street 299 Pierce St

City Kingston State PA Zip 18704-5147

Area Code/Phone Number 570-239-0602 (Phone # of Atty Kristopher Jannuzi

E-mail Address (If Known) KMWEsq@aol.com

9. **VERIFICATION AND SIGNATURE**

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification:

I Joseph R. Reisinger, Jr., hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are

made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

(Signature)

(Date)

Title of authorized employee or officer

10. FILING

Please return the completed form to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
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Facsimiles and/or electronic filings of the complaint will not be accepted.

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

Keep a copy of your complaint for your records.