

George W. Kopf Jr.  
252 Bridge St.  
Drexel Hill, Pa. 19026  
December 15, 2012

RECEIVED

DEC 15 2012

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, Pa. 17120

CC: Shawane L. Lee  
PECO Energy Company  
2301 Market Street, S-23  
Philadelphia, Pa. 19103

Re: George W. Kopf Jr. v. PECO Energy Company

PUC Docket No.: C-2012-2332993

Dear Ms. Chiavetta:

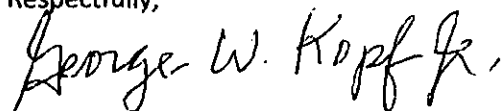
I am filing an exception to the Initial Decision on my case.

I am sorry you did not receive any of my replies.

I received PECO'S letter dated November 13<sup>th</sup>, 2012 on November 19<sup>th</sup>, 2012 and replied to their Preliminary Objection on November 20, 2012 and their New Matter request on December 2<sup>nd</sup> 2012. I am enclosing copies of this correspondence.

I would also like to cite as precedent docket # C-2010-2163186 of March 10, 2010, Colgan v PECO. This was a foreign wiring case like mine that was ruled in Mr. Colgan's favor.

Respectfully,



George W. Kopf Jr.

**RECEIVED**

DEC 15 2012

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

George W. Kopf Jr.  
252 Bridge St.  
Drexel Hill, Pa. 19026  
November 20, 2012

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, Pa. 17120

CC: Shawane L. Lee  
PECO Energy Company  
2301 Market Street, S-23  
Philadelphia, Pa. 19103

Re: George W. Kopf Jr. v. PECO Energy Company

PUC Docket No.: C-2012-2332993

Dear Ms. Chiavetta:

I am responding to PECO Energy Company's Preliminary Objection and request to dismiss my formal complaint.

PECO cites 66 Pa.C.S. 1529.1 in which they are saying I am in violation.

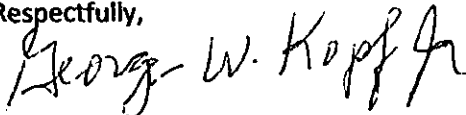
I disagree as this law provides exceptions to exclude situations involving minimal foreign load of which I feel are met. The lighting in question per PECO exhibit "4" is an outdoor light and hallway lights:

It also allows a tenant to notify the utility of willingness to accept financial responsibility for foreign load service.

This has been done with the letter from Allesandra DelRaso and a copy of her lease.

I feel that PECO Energy Company's complaint should be dismissed for the reasons set forth above.

Respectfully,



George W. Kopf Jr.

George W. Kopf Jr.  
252 Bridge St.  
Drexel Hill, Pa. 19026  
December 2, 2012

**RECEIVED**

DEC 15 2012

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, Pa. 17120

CC: Shawane L. Lee  
PECO Energy Company  
2301 Market Street, S-23  
Philadelphia, Pa. 19103

Re: George W. Kopf Jr. v. PECO Energy Company

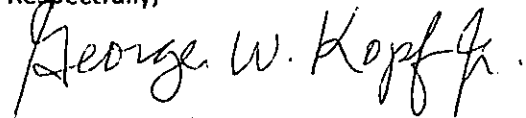
PUC Docket No.: C-2012-2332993

Dear Ms. Chiavetta:

I am responding to PECO Energy Company's Answer and New Matter request to dismiss my formal complaint.

I feel it would be premature to address this matter until my case is heard and ruled on. PECO is asking me to do something, address the foreign wiring and billing, before it has been determined that it is my responsibility to do so.

Respectfully,



George W. Kopf Jr.

RECEIVED

DEC 15 2012

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

10-21-12

Allesandra DelRaso  
226 Green Ave Apt B  
Holmes, PA 19043  
484-908-2566

To Whom it May Concern,

I have been a tenant who has resided at 226 Green Ave since 2003. Since I have been living here I have always been responsible for the hallway lights and the outside lights. I am ok with paying this since its not much more a month on my bill. If you have any questions or concerns please feel free to contact me at 484-908-2566.

Thank you,

Allesandra DelRaso

*Allesandra DelRaso*

required notice had been given.

Numerous complaints involving foreign load have been filed since the enactment of section 1529.1. Because the complaints involve recurring issues, we believe that it is appropriate to develop a policy statement to provide guidance to interested parties on these issues<sup>3</sup>.

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

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

Such a strict interpretation of the law has proven harsh for small building owners who have been forced to rewire or replumb an entire building to separately meter such things as hall lights, an electric fan on a furnace, a water pump, and the like, to remove foreign load from an individual dwelling unit. This can be onerous where a building owner has already rewired a building to provide an individual meter for each dwelling unit.

The Commission's Bureau of Consumer Services (BCS) has employed in its informal proceedings a policy whereunder a dwelling unit would be considered to be individually metered where only minimal foreign load is registered by that unit's meter. Under this policy, wiring and piping for a unit would not need to be reconfigured to remove foreign load where, after a reasonable investigation of all circumstances, the foreign load was found to be minimal. Also, under this policy, where after a reasonable investigation the amount of foreign load is found to be minimal, the utility or BCS may determine that the account does not need to be transferred into the building owner's name. A customer who did not want to be responsible for the foreign load could file civil suit against the building owner or could file a formal Commission complaint against the utility.

The Commission believes that under specific circumstances allowing minimal foreign load to be recorded by the meter (without affecting a dwelling unit's status of being individually metered) is not contrary to the intent of the statute. Therefore, the Commission proposes adopting a broader definition of "an individually metered dwelling unit," consistent with BCS usage, so as to include those units with meters that register minimal foreign load<sup>5</sup>.

### ***II. Proposed Policy Allowing a Tenant To Notify the Utility of Willingness to Accept Financial Responsibility for Foreign Load Service.***

Under section 1529.1(b), a utility is not required to place an account for an individually metered dwelling unit in the name of the building owner where the tenant has notified the utility to the contrary. Thus, the operation of the statute is effectively superseded by the tenant's notifying the utility of a willingness to accept financial responsibility for a utility account even if charges for foreign load are billed to the account.

Accordingly, for purposes of applying section 1529.1(b), the Commission proposes to adopt a policy expressly recognizing the tenant's prerogative to agree to be billed for foreign load.

This policy is consistent with past decisions where the Commission has recognized that a tenant may agree to accept financial responsibility for a foreign load that was disclosed. See *Kim Blackwell v. Equitable Gas Company*, 55 Pa. PUC 647 (1982) (tenant, who was listed as the account holder and collected from other tenants moneys to pay the building's utility account, was financially responsible for a joint utility bill for three apartments). Compare *Bureau of Consumer Services and Hannah Rebel v. Pennsylvania Gas & Water Company*, 67 Pa. PUC 380 (1988) (residential tenant who was the utility account holder was not responsible for natural gas service provided to two storefronts and a water heating system for the entire building as she did not have notice, nor agree to accept responsibility for the commercial foreign load).

A problem could arise when a tenant who is financially responsible for the foreign load service wanted to move or discontinue service, thereby jeopardizing the benefits enjoyed by all tenants. However, this problem would be remedied by the utility treating the tenant's account as the building owner's account for purposes of providing notice of a termination of service to other tenants consistent with 66 Pa.C.S. § 1523 (notices before service to landlord terminated). There would be no additional burden on the utility as the notice that is statutorily required to be given would be the same as if the building owner<sup>6</sup> had requested to discontinue service. Furthermore, if the tenant requested discontinuance of service or if the account is threatened with termination for nonpayment, the foreign load account should be placed back into the building owner's name so as to avoid the loss of service to any other tenants.

### ***III. Proposed Policy On the Transfer of the Tenant's Account and the Date of Transfer of Financial Responsibility for the Account.***

To remove any uncertainty as to the procedure expected for the transfer of utility accounts that include charges for foreign load, the Commission expects that upon discovery of a foreign load that had not been disclosed to the tenant and for which the tenant had not accepted financial responsibility, the utility will notify the building owner and place the utility account for that dwelling unit in the building owner's name. The account is to remain in the building owner's name until the foreign load is removed, or until the tenant notifies the utility of an agreement to accept responsibility for the account.

The building owner has the responsibility of notifying both the utility and the tenant when the foreign load is removed from the tenant's meter. At that time the account may be placed back into the tenant's name. A tenant who wishes to dispute the matter may file

# APARTMENT LEASE AGREEMENT 42R

WHEN SIGNED, THIS LEASE AGREEMENT BECOMES A LEGAL BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THIS CONTRACT CONSULT AN ATTORNEY BEFORE SIGNING.

**This Agreement,** made March 15, 2008

**1. Parties** between Elizabeth OConnell (Owner) referred to here as Landlord and Alleandra Rae Delfaso (Lessee) referred to here as Tenant

**2. Premises** Landlord agrees to rent to Tenant the apartment located at 224 Green Ave., Holmes, Pa. 15120 Which has 4 rooms and 1 bathroom.

**3a. Length of Term and Use** The tenant will use the apartment for living purposes only. The length of this lease is 12 months (or 1 year) starting on March 15, 2008 and ending on March 15, 2009

**3b. Notice** This lease must be ended by giving notice in writing. A party must give the other written notice by Feb 15, 2007

If notice is not given then this lease will continue upon the same terms for a period of 30 months and then from Month to Month until 30 days written notice is given by either party.

**4. Rent** The rent is \$500.00 Dollars per Month to be paid on the 15th day of each Month. A security deposit of \$500.00 is to be paid to the Landlord at the signing of this lease. See paragraph 24.

**5. Place of Payment** Rent is payable to the Landlord at 224 Church Road, Harrisburg, Pa. 17107

**6. Additional Rent** Tenant agrees to pay the Landlord for the costs and expenses of repairing damages to the apartment or the building caused by the Tenant, his guests, children or pets

If Tenant violates any term of this lease, then he will as additional rent pay any money owed to landlord because of the violation.

**7. Landlord Promises** A. Possession of the Apartment Landlord will give Tenant possession of the apartment at the start of this lease. (After agreed upon rent and security deposit are paid to the Landlord).

If the Landlord is unable to give possession of the apartment for any reason beyond the control of the Landlord, then the Landlord is not responsible for any damages or inconvenience to the Tenant.

The Tenant cannot use any remedies in this lease during the time that the Landlord is unable to give the Tenant possession for reasons beyond the Landlord's control

B. Heat Landlord is, is not (circle one) responsible for providing heat. If Landlord agrees to furnish heat, then he shall do so from the first day of October through the last day of May. Even if Landlord is not responsible for providing heat Landlord agrees to provide all equipment necessary to make heat (example: boiler, radiators, etc.).

Landlord is, is not (circle one) responsible for providing hot water. Even if Landlord is not responsible for providing hot water Landlord agrees to provide all equipment necessary to make hot water (example: hot water heater, winter/summer hookup with boiler, etc.).

C. Storage If possible, Landlord will make storage space available to the Tenant without charge. Tenant will not hold Landlord legally responsible for any damages to the stored items. Tenant may use the storage space only during the term of this lease and any items left longer than thirty (30) days after the end of this lease may be sold by the Landlord as rent for storage.

**8. Tenant Promises** A. Payment of Rent Tenant will pay all rent or other damages as provided for in this lease when due at the address specified in Paragraph 5

If Landlord accepts late rent payments, this does not mean that Tenant is permitted to pay rent late at other times or that Landlord has given up his remedies under this lease.

B. Cleaning & Repairs Tenant will keep the apartment clean from dirt, trash and other refuse matter. Tenant will keep the apartment in as good a condition as it was in when this lease started. Tenant is not responsible for normal wear and tear or damages not caused by the Tenant, his guests, children or pets

Tenant must maintain plumbing, including drain pipes, and replace broken glass in windows and doors

C. Requirement of Public Authorities Tenant will comply with all governmental regulation, ordinances or other law about Tenant and the use of the apartment

Tenant is responsible for all fines, costs, penalties or damages caused by Tenant's failure to comply with regulations, ordinances or other law. Tenant agrees to pay this money or repay Landlord if Landlord already paid the fines.

D. Fire Tenant will use every reasonable precaution against fire.

E. Give Up Possession Of The Apartment Tenant will peacefully give up possession of the apartment when this lease ends for any reason, including if the Tenant ends the lease by violating its terms.

At the end of the lease, Tenant will promptly give Landlord all keys to the apartment at the Landlord's office

F. Notice of Damage Tenant will give Landlord prompt written notice of any accident or damage that has occurred in the apartment or apartment building.

G. Utilities Tenant will promptly pay all gas, electric, or other utility bills for the apartment during this lease as agreed upon between Tenant and Landlord.

Landlord can make late utility payments for Tenant and collect that money as additional rent or by any other legal means

H. Tenant's Agent Must Be Approved If Landlord agrees, in writing the Tenant can sublet the apartment, then Tenant must have the written permission of Landlord to use another person, including a rental agent, to sublet the apartment on the Tenant's behalf.

Any damages or costs caused by Tenant's failure to get Landlord's permission in writing are Tenant's responsibility and will be paid to Landlord as additional rent

**9. Rules and Regulations** I. Indemnification by the Tenant (Tenant is Responsible For Any Costs or Damages To Landlord) Tenant agrees to pay for any costs or damages caused to Landlord because of a violation of any part of this lease caused by the Tenant, his family, guests or pets. The rules and regulations of the building in which the apartment is located are printed on the fourth page of this lease and marked Schedule "A"

Tenant agrees that any reasonable changes to the rules made by Landlord are to be considered part of this lease as if they were written in Schedule "A".

Tenant agrees that he, his family and guests will follow all rules and reasonable new rules made by the Landlord.

**10. Tenant Agrees** Tenant agrees that he will not do any of the following things without Landlord's written consent.

A. Use of Premises Tenant will not occupy the apartment for any purpose other than that agreed to in this lease.

B. Assignment & Subletting Tenant will not sublet the apartment or any part of it, or permit any other person to occupy the apartment or any part of it.

Tenant will not use the apartment or this lease as any form of collateral or equity with any person or firm including a bank or bankruptcy court

C. Signs Tenant will not put up any signs, show cases or business devices. If Tenant has written consent to put up these items, then at the end of this lease Tenant must remove them and restore the apartment to its original condition.

Landlord can, at his option, remove any signs, show cases or business devices and restore the apartment to its original condition. The costs of removal and repair will be charged as additional rent to Tenant

**D. Alterations and Improvements** Tenant will not make any alterations, improvements or additions to the apartment. All alterations, improvements or additions become the property of the Landlord unless the Landlord gives written notice to the Tenant to remove them before the end of this lease. If Landlord gives notice then the Tenant must remove the alterations, improvements or additions and restore the apartment to the condition that it was in at the start of the lease.

If Tenant fails to remove an alteration, improvement or addition upon Landlord's request, then Landlord can remove it and collect the costs of removal and restoration as additional rent.

**E. Machinery** Tenant will not use or operate any machinery that is harmful to the building or is disturbing to other Tenants or neighbors.

**F. Weights** Tenant will not place more than 300 pounds of weights in any part of the apartment.

**G. Insurance** Tenant will not store any hazardous or flammable materials in the apartment or in any other part of the building. Should Tenant violate this Section of the lease, Tenant agrees to pay an additional rent any increase in insurance premiums caused by Tenant's violation of this section. The Landlord may also use other remedies against the Tenant in addition to the one contained in this section.

**H. Removal of Goods** Tenant will not remove or attempt to remove his property from the apartment other than what he removes on a daily basis without first having settled all financial obligations with the Landlord under this lease.

**I. Vacate Apartment** Tenant will not vacate nor permit a subtenant to vacate the apartment before the end of this lease. Tenant agrees that Landlord shall have the right to do the following things in and about the apartment:

**A. Inspection of Apartment** At reasonable times, Landlord or his representative may inspect the apartment and make repairs, alterations and additions to the apartment or apartment building.

**B. Rules and Regulations** Landlord can make rules and regulations necessary for the safety, care and cleanliness of the apartment and apartment building. When these new rules or regulations are given in writing to the Tenant, they become a part of this lease.

**C. Sale or Rent Signs** Landlord can display "For Sale" signs at any time. Landlord can display "For Rent" signs if either party gives notice to the other, or if the ending date of the lease is within three months.

With Landlord's permission, potential renters or buyers can inspect the apartment in reasonable hours.

**D. Services Not Agreed To In This Lease** Landlord may discontinue any facilities or services that are not specifically agreed to in this lease. Anything provided by Landlord as a courtesy is not part of this agreement and the Tenant does not pay for it as part of the rent.

**11. Landlord's Rights**

**A. Tenant agrees that he will be responsible, and that Landlord will not be responsible, for all liability because of injuries or damage to any person or property in the apartment. The injury or damage may arise from rain, snow, fire, breakage, leakage or other causes in any part of the apartment or the apartment building.**

**B. Tenant agrees to be responsible for all injuries or damages to his guests, family, children or pets or their property because of their misuse of any elevator hatches, openings, stairways, hallways or sidewalks in the apartment or apartment building.**

**12. Responsibility of the Tenant**

**A. Total Destruction** If the apartment is totally destroyed or badly damaged by causes other than the acts of the Tenant, and the damage cannot be repaired or restored within sixty (60) days, then this lease will end at the time of the damage.

**B. Partial Destruction** If the damage can be repaired and the apartment restored within sixty (60) days, then the Landlord can promptly restore the apartment, or end this lease as of the date of the damage.

If the apartment is partially unusable and Tenant chooses to stay in the usable part, then the rent shall be reduced proportionately by the part of the apartment damaged until the damaged part is restored.

If a dispute arises about the amount of the rent that is due because of damage, Landlord and Tenant agree to pick a mutually acceptable arbitrator and be bound by his decision.

**C. Damage for Interruption of Use** Landlord is not responsible for costs to the Tenant because of inconvenience arising from the repair of any portion of the building, including the interruption of use of the apartment or the ending of this lease due to damage to the apartment or apartment building.

**D. Condition of Apartment and Building** The Landlord is not required to make any repairs or alterations at the beginning of this lease or any time during this lease unless required by law.

**13. Property Destruction**

**A. Effect of Repairs on Rental** If the Landlord and Tenant enter into a separate contract to make repairs, alterations or additions to the apartment or building, that contract cannot be used by the Tenant as a reason to not pay rent.

**B. Enforcement of Lease Terms** Landlord has the right to enforce the terms of this lease. The fact that the Landlord may choose to not enforce a term does not mean that he has changed any of the terms.

**C. Conduct of Tenant** If the Landlord believes the Tenant's conduct is objectionable, he must notify the Tenant in writing. If the Tenant does not promptly and reasonably stop the objectionable conduct, the Landlord is entitled to use all of the remedies in this lease.

**D. Failure of Tenant to Repair** If Tenant fails to repair or maintain the apartment as agreed in this lease, then Landlord at his option can do the repairs or maintenance and charge the Tenant for them as additional rent.

**14. Miscellaneous Conditions**

**E. Agency** Junior (No Agent)

is acting as (real estate agent, manager, other) and on behalf of the Landlord and is not responsible for the performance of any of the terms in this lease.

This agent will also not be a party to any actions or legal proceedings that are brought by the owner, Landlord or Tenant.

**15. Remedies of Landlord when Tenant Violates the Lease**

If the Tenant:

**A. Does not pay the full amount of rent when due, including any additional money agreed to in this lease; or**

**B. Violates or fails to perform any term of this lease; or**

**C. Leaves the apartment or attempts to move out without satisfying all financial obligations owed to Landlord for the full term of this lease;**

The Landlord can:

**A. Demand the entire balance of rent and all other money owed for the full term of this lease.**

**B. End this lease.** Tenant will have no right to save it by performance of any term he has broken. Landlord is entitled to the amount of rent due for the remaining term of this lease.

**C. If the Tenant or Landlord leaves, assigns or sublets the apartment or any part of it, then the Tenant has appointed the Landlord as his agent to collect all rents or other money due. Nothing in this paragraph relieves the Tenant of his obligations to pay the rent or other monies that becomes due under this lease.**

In the event of any default stated in the section above, Landlord or anyone acting on Landlord's behalf can:

**A. Lease the apartment or any part of the apartment. The original Tenant will pay as additional rent the difference, if any, between what is paid by the new Tenant during the term of this lease and what is still owed by the original Tenant under this lease.**

**B. The re-renting of the apartment by Landlord does not release the Tenant in this lease from paying the balance of his obligations if any to the Landlord.**

**16. Landlord's Right to Re-rent the Apartment**

**A. Landlord can file a Complaint to evict the Tenant in accordance with applicable law if the Tenant has failed to pay rent or any other money owed under this lease.**

The Landlord must give the tenant five (5) days' written notice to vacate the apartment. At the time the Landlord gives notice, this lease will end. The eviction complaint may be filed on the sixth day.

A hearing on the Landlord's eviction complaint cannot be held until twenty-five (25) days after the end of the five (5) day notice period.

**17. Landlord's Right to Eject the Tenant**

18. Affidavit of Default  
(An Affidavit is a statement which a person legally swears to truthfully)

19. Multiple Remedies

20. Condemnation  
(The power of the government to take private property for public use)

21. Subordination  
(Process by which a person's rights are ranked below the rights of others)

22. Notices

23. Subleasing and Assignment  
(This means anyone taking over Tenant's or Landlord's rights under this lease for any reason)

24. Security Deposit

25. Inability to Give Possession

26. Captions

27. Severability

28. Special Clauses

B. If the Tenant should fail to perform any of his obligations under this lease, other than his failure to pay the rent, the Landlord will give the Tenant written notice informing the Tenant of the nature of his objectionable conduct.

The Landlord must give the Tenant five (5) days to stop the objectionable conduct. If the objectionable conduct has not been stopped within the five (5) day period or if the conduct re-occurs before the end of this lease, the Landlord may then give the Tenant five (5) days written notice to vacate the apartment. An eviction complaint may be filed at the expiration of this second five (5) day period.

A hearing on the Landlord's eviction complaint cannot be held until twenty (20) days after the end of the second five (5) day notice period.

C. The remedies given to the Landlord in this Section, including ending the lease and taking back possession of the leased premises, are not the Landlord's only remedies. The Landlord can take other action to collect rent, charges or any other money that the Tenant owes under this Lease.

If the Landlord chooses to begin ejectment proceedings, he must first file an Affidavit with the court stating the facts necessary to authorize the court to evict the Tenant.

Landlord's remedies contained in this lease are not Landlord's only remedies against Tenant or Tenant's sublessee. If Landlord should choose to use one or more of the remedies contained in this lease, that does not mean that Landlord can not use other remedies in the lease.

Landlord can also take any other legal action not contained in this lease while using the remedies that are contained in this lease.

If the apartment is taken by any authority having power to condemn, then this lease will automatically end as of the date it is condemned. If only a part of the apartment is condemned, the lease will end as to that part on the date it is condemned.

If the entire apartment is condemned, the Tenant will no longer owe rent. If only part is condemned, the Landlord will reduce the rent proportionately by the amount of the apartment that is condemned.

If the part condemned makes the apartment unusable for Tenant's purposes, Tenant may end this lease. The Tenant will no longer owe rent once the Tenant notifies Landlord in writing that the apartment is unusable for Tenant's purposes due to condemnation.

No part of any condemnation award (money that the government gives another after it has taken property) will belong to the Tenant.

These terms also apply if a sale or other transfer of all or any part of the premises is made to avoid condemnation proceedings. After the lease ends because of a condemnation sale or other transfer, the Tenant must peacefully give up possession of the apartment or the part condemned. If the Tenant does not leave the premises, the Landlord has all the remedies set forth in this lease.

This lease is subject and subordinate (ranked lower) to the lien of any mortgage now on or later placed on the apartment or on the premises of which the apartment is a part (example: the apartment building in which the apartment is located).

If this is a sublease, it is also subject and subordinate to the terms of any prior lease which covers the apartment in this lease or the property of which the apartment is a part.

If any legal documents are necessary to make the subordination effective, the Tenant agrees to sign such documents when submitted to the Tenant for that purpose.

Landlord can give any notices required under this lease by delivering the notice to the apartment.

Tenant must give all notices required under this lease by registered mail to the address where rent is paid. The return receipt will be the only acceptable proof that the Tenant gave notice to the Landlord.

This lease will be binding upon the heirs, executors, administrators, successors and assigns of the parties. The Tenant will not assign this lease or sublet the apartment or any part of the apartment without the written consent of the Landlord. Landlord will not unreasonably refuse to give his consent.

If the Tenant has paid a security deposit to the Landlord:

A. The amount of the deposit will not be more than two (2) months' rent for the first year and not more than one (1) month's rent in the following years. After five (5) years, the deposit may not be increased, even if the rent is increased.

B. The security deposit must be held in escrow by the Landlord. If it is more than \$100.00, it must be deposited into a bank escrow account. The Landlord will notify the Tenant as to the location of the deposit. He will pay the Tenant any interest at the end of the lease that is earned by the deposit. Security Deposit: Six Hundred Fifty Dollars (\$650.00)

C. Tenant may not apply a security deposit toward any rent payment without the written consent of the Landlord.

D. The security deposit may be applied by the Landlord in unpaid rent and to damages for which the Tenant is responsible. The Tenant is not responsible for normal wear and tear of the apartment.

E. After the Tenant moves out and the Landlord accepts the premises:

(1) The Tenant will give the Landlord his new address in writing;  
(2) The Landlord, within thirty (30) days of receiving the Tenant's new address, must provide the Tenant with a written list of any deductions for damages and unpaid rent, and must return the balance of the security deposit with any interest.

If the Landlord is unable to give possession of the apartment for any reason beyond the control of the Landlord, then the Landlord is not responsible for any damages or inconvenience to the Tenant during the period that the Landlord can not give possession. All rights and remedies as agreed in this lease are unenforceable during the period that the Landlord is unable to give possession for reasons beyond his control.

The Captions used in this lease are for the purpose of convenient reference only and are not intended to express the full meaning of the clauses they accompany.

If any section, sentence, clause, term or requirement of this lease is found to be unenforceable for any reason, the remaining portions of this lease will remain effective.

The parties agree to each section or paragraph of this lease separately, and further agree to be bound by the remaining terms of this lease as if the unenforceable part(s) are not a part of this lease.

1. The last month rent of Six Hundred Fifty Dollars, (\$650.00) has been paid in full.
2. The Lessee's shall pay for all utilities including the common area, except water.
3. The Lessor shall pay for water only.
4. No water-beds permitted.
5. No pets allowed.
6. One set of keys issued.

29. Entire Agreement

THIS LEASE REPRESENTS THE FINAL AND COMPLETE AGREEMENT BETWEEN THE LANDLORD AND TENANT. ANY ORAL OR WRITTEN PROMISE REGARDING THE LEASED PREMISES MADE BY EITHER PARTY BEFORE THE SIGNED OF THIS LEASE AND NOT INCLUDED IN THIS LEASE IS NOT ENFORCEABLE.

I HAVE ACKNOWLEDGE RECEIPT OF A COPY OF THIS LEASE

(Landlord or Marketing Agent) Elizabeth O'Donnell (Owner)  
 (Tenant) Alexandra Mae Bellano (Lessee)

THE PARTIES:

Intending to be legally bound by the terms of this agreement, sign their names below:

(Landlord) Elizabeth O'Donnell (Tenant) Alexandra Mae Bellano

RULES & REGULATIONS

No person will block the public halls, stairways, or other common areas with any object for any reason.  
 Tenant will not make any disturbing noises in the building or permit any other persons, such as the Tenant's family, guests or pets to make disturbing noises in the building.  
 Tenant also agrees that he will not do anything in the building, nor allow his family, guests or pets to do anything that will disturb the other Tenants.  
 No person in the apartment will play musical instruments, television, radio or other devices between the hours of 10:30 PM, and 8:00 AM if it disturbs or annoys the other Tenants.  
 The Landlord is not responsible for any article left with an employee of the Landlord or left in any part of the building.  
 No baby carriages or bicycles are allowed in elevators, hallways or any other common areas of the building.  
 Tenant will keep the apartment clean and will not sweep or throw, or allow others to sweep or throw, dirt or refuse into a hallway, out a window or out a door.  
 No person will block a fire escape with any object whatsoever.  
 Nothing can be hung from windows, balconies or placed upon exterior window sills.  
 Persons in the apartment will use sinks and toilets for normal purposes only. No dirt, rubbish or other articles will be put into them. Any damages resulting from the misuse of sinks or toilets will be paid by the Tenant as additional rent.  
 Children may not be left unattended in the halls or other common areas of the building except for areas specifically designated by the Landlord.  
 Tenants will use washers and dryers, if any, only as the Landlord permits in writing.  
 No pets are allowed in the building without the written consent of the Landlord.  
 The Landlord can change or add any rule as is needed in his judgement for the safety, care, maintenance, operation and cleanliness of the building. Any change or additional rule becomes effective and part of this lease as soon as the Landlord gives written notice of the rule to the Tenant. At that time, the Tenant will consider the change as part of this lease.  
 Tenant agrees that the apartment will not be occupied by more than 4 people.

ORIGINAL COPY  
 APARTMENT LEASE

7894-4894-7746  
 1154-789-2524  
 Apartment #12  
 610-461-4215

Alexandra Mae Bellano

TO  
 Apartment No. 226 Green Ave. 2nd Fl.  
 Hillside, Pa. 19663  
 Rent \$650.00 per month  
 Dated 15 March 2006  
 Term One Year

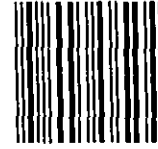
ASSIGNMENT OF LEASE RIGHTS

Tenant hereby assigns and/or gives to \_\_\_\_\_ all of his rights under this lease, agrees to comply with all of the terms of this lease as if he was the original Tenant

Tenant No. 1: \_\_\_\_\_ (Signature)  
 (Landlord or Marketing Agent)

(Witness)

George Kopf Jr.  
252 Bridge St.  
Drexel Hill, PA 19026



U.S. POSTAGE  
PAID  
DREXEL HILL, PA  
19026  
DEC 15, 12  
AMOUNT

\$7.70  
00098153-12

1006

17120

RECEIVED

DEC 15 2012

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Secretary  
Pa. Public Utilities Commission  
400 North Street  
Commonwealth Keystone Building 2<sup>nd</sup> Floor  
Harrisburg, Pa. 17120



United States Postal Service®  
**SIGNATURE CONFIRMATION™**

