

PENNSYLVANIA PUBLIC UTILITY COMMISSION

MICHAEL C. DELLAQUILA :
 Complainant :
 v. : **DOCKET NO. F-2013-2396386**
PECO ENERGY COMPANY :
 Respondent :

File with:

Rosemarie Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

With a copy to:

Shawane L. Lee, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Date: January 19, 2014

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

MICHAEL C. DELLAQUILA,

Complainant

v.

DOCKET NO. F-2013-2396386

PECO ENERGY COMPANY

Respondent

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NEW MATTER

9. Agree. The property at 529 King Street, Pottstown, Pa 1946, is owned by Michael C .Dellaquila, Sr. and Patti L. Dellaquila.

10. Denied. We do not know a person name Theresa Pinter. Our lease is with Theresa Purnell and Robert Purnell.

11. Denied. We do not know a person named Theresa Pinter. Our lease is with Theresa Purnell and Robert Purnell.

12. Denied. We do not know a person named Theresa Pinter. Our lease is with Theresa Purnell and Robert Purnell.

14. Denied. We do not know a person named Theresa Pinter. Our lease is with Theresa Purnell and Robert Purnell

15. Denied. We do not know a person named Theresa Pinter. Our lease is with Theresa Purnell and Robert Purnell.

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THIS IS A RESPONSE TO EXHIBIT #5

Exhibit #5 is a copy of a follow-up technicians visit to 529 King Street, Apt #1 Pottstown, Pa 19464. I did not receive a copy of this report or a notice from PECO stating what the technician found. If I am reading this correctly, the technician found the initial "foreign wiring" fixed. Then he found load from the first floor coming from somewhere else. He did not go back to find out where this power was coming from or notify us. When our electrician moved the wiring for the basement light fixtures it also transferred partial load from the first floor to the house panel causing the house electric bill to rise significantly. Your technician's failure as well as PECO's failure to provide us with a copy of the technician's report has now cost us more money for our electrician to again correct this problem as well as an increase in our billing. We expect PECO to make monetary reimbursement for this matter.

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LEASE FOR REAL ESTATE
(610) 792 4572

NOTICE TO TENANT: THIS LEASE CONTAINS WAIVERS OF CONSUMER RIGHTS. IF YOU DO NOT MEET YOUR LEASE OBLIGATIONS, YOU MAY LOSE YOUR SECURITY DEPOSIT. YOU MAY ALSO BE EVICTED AND SUED FOR MONEY DAMAGES. BY SIGNING THIS LEASE, YOU ARE WAIVING CERTAIN IMPORTANT RIGHTS.

1. **PARTIES.** This Agreement, made this 30th day of August, 2008, between Michael C. and Patti L. Dellaquila, hereafter called Landlord, and Theresa Purnell, hereafter called Tenant
2. **PROPERTY, TERMS, AND CONDITIONS.** Landlord agrees to rent to Tenant the property known as APT # 1, 529 KING STREET, POTTSTOWN, PA 19464, (hereafter called Leased Premises), upon the following terms and conditions;

- A. Term of Lease: 12 months.
- B. Beginning Date of Lease: 30 August 2008.
- C. Ending Date of Lease: 30 July 2009.
- D. Length of Renewal term if lease is not ended by either party: thirty days.
- E. Required written notice by Landlord or Tenant to end this Lease before the ending date of this lease or renewal term: thirty days.
- F. Total rent for the entire term of lease: \$ 78000.00 .
- G. Amount of rent due each and every month: \$ 650.00.
- H. Tenant must pay rent without demand in advance in monthly installments on the 1st day of each month beginning on: 1 September 2008.
- I. Late charge if rent is not paid within five days of due date: \$ 50.00.
- J. Tenant will pay by (X)cash, (X)check, or (X)money order, before taking possession, the following;

	PAID	DUE
a. Rent for the period between the first day of the lease term and the first regular due date, if any; From ___/___/___ to ___/___/___ @ \$ _____ per day.	N/A	N/A
b. Rent for the first regular due date:		\$650.00
c. Security Deposit, on deposit at: First Cornerstone Bank King of Prussia, Pa	\$650.00	
d. Rent paid in advance on account of final payment due: ___/___/___	N/A	N/A
e. Other: _____	N/A	N/A
TOTALS PAID TO DATE:	\$650.00	\$650.00

23. ENTIRE AGREEMENT

THIS LEASE AGREEMENT IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT, NEITHER LANDLORD NOT TENANT WILL RELY ON ANY SPOKEN OR WRITTEN PROMISE, MADE BY ANY PARTY, THAT IS NOT WRITTEN IN THIS LEASE.

NOTICE TO ALL PARTIES: WHEN SIGNED, THIS AGREEMENT IS A LEGAL, BINDING CONTRACT. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

Theresa Kurnell
TENANT

8-30-08
DATE

Michael Vallejo Jr
LANDLORD/AGENT

30 August 2008
DATE

Scott DeLoach
LANDLORD/AGENT

Aug 30, 2008
DATE

Virginia Jeffries
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Virginia Jeffries, Notary Public
Limerick Twp., Montgomery County
My Commission Expires July 28, 2012

Addendumto Lease for Real Estate**

Member, Pennsylvania Association of Notaries *This addendum is a continuation of the original lease.*

PROPERTY, TERM, AND CONDITIONS. Landlord agrees to rent to Tenant, the property known as APT.# 1, 529 KING STREET, POTTSTOWN, PA 19464, (hereafter called "Leased Premises"), upon the following terms and conditions.

RE: IF PROPERTY WAS BUILT BEFORE 1978

Lead Warning Statement. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling.

Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

A. Landlord initial one:

 x Landlord does not know of any lead-based paint hazards (dangers) on the Property

LEASE FOR REAL ESTATE

(610) 792 4572

NOTICE TO TENANT: THIS LEASE CONTAINS WAIVERS OF CONSUMER RIGHTS. IF YOU DO NOT MEET YOUR LEASE OBLIGATIONS, YOU MAY LOSE YOUR SECURITY DEPOSIT. YOU MAY ALSO BE EVICTED AND SUED FOR MONEY DAMAGES. BY SIGNING THIS LEASE, YOU ARE WAIVING CERTAIN IMPORTANT RIGHTS.

1. **PARTIES.** This Agreement, made this 1st day of September, 2009, between Michael C. and Patti L. Dellaquila, hereafter called Landlord, and Theresa Purnell and Robert Purnell, hereafter hereafter, called Tenant.

2. **PROPERTY, TERMS, AND CONDITIONS.** Landlord agrees to rent to Tenant the property known as APT # 1, 529 KING STREET, POTTSTOWN, PA 19464, (hereafter called Leased Premises), upon the following terms and conditions;

- A. Term of Lease: one year.
- B. Beginning Date of Lease: 1 September 2009.
- C. Ending Date of Lease: 31 August 2010.
- D. Length of Renewal term if lease is not ended by either party: thirty days.
- E. Required written notice by Landlord or Tenant to end this Lease before the ending date of this lease or renewal term: thirty days.
- F. Total rent for the entire term of lease: \$ 8400.00.
- G. Amount of rent due each and every month: \$ 700.00.
- H. Tenant must pay rent without demand in advance in monthly installments on the 1st day of each month beginning on: 1 September 2009.
- I. Late charge if rent is not paid within five days of due date: \$ 50.00.
- J. Tenant will pay by (X)cash, ()check, or (X)money order, before taking possession, the following;

	PAID	DUE
a. Rent for the period between the first day of the lease term and the first regular due date, if any; From		
b. Rent for the first regular due date:		\$ 700.00
c. Security Deposit, on deposit at: First Cornerstone Bank King of Prussia, Pa	N/A	\$ 700.00
d. Rent paid in advance on account of final payment due: ___/___/___	N/A	N/A
e. Other: _____	N/A	N/A

TOTALS \$1400.00

23. ENTIRE AGREEMENT

THIS LEASE AGREEMENT IS THE FINAL AND COMPLETE AGREEMENT BETWEEN LANDLORD AND TENANT, NEITHER LANDLORD NOT TENANT WILL RELY ON ANY SPOKEN OR WRITTEN PROMISE, MADE BY ANY PARTY, THAT IS NOT WRITTEN IN THIS LEASE.

NOTICE TO ALL PARTIES: WHEN SIGNED, THIS AGREEMENT IS A LEGAL, BINDING CONTRACT. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

Angela Sumell
TENANT

9-1-09

DATE

Robert Sumell
TENANT

9-1-09

DATE

Mitay C. Delgado Jr
LANDLORD/AGENT

1 Sep 09

DATE

Scott Delgado
LANDLORD/AGENT

9/1/09

DATE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

MICHAEL C. DELLAQUILA :
Complainant :
v. : **DOCKET NO. F-2013-2396386**
PECO ENERGY COMPANY :
Respondent :

Judge Joel H. Cheskis,

I feel it is necessary to bring some issues to your attention regarding our case against PECO. I noticed in all of PECO's paperwork that they are referring to the electric account holder at 529 King Street Apt 1 as Theresa Pinter, we are unaware of who this is, our Lease is and always has been with Theresa Purnell and was changed to Theresa & Robert Purnell in September of 2009 and this Lease still remains in effect. Enclosed in the packet that we received from PECO dated 1/9/2014 was an Account Activity Statement for Theresa Pinter which dates back to 8/22/2011 and shows a carryover balance of \$3,152.86 and continues to show an unpaid account history, it would be very much appreciated if you could take a look at this document which clearly shows she was not paying PECO for her electric usage and had accumulated a large balance over the course of many years. We tried talking to PECO's attorney Ms. Shawnae Lee about this past due balance of Ms. Pinter's and how we felt that we should not be responsible for paying her bill that was left to accumulate over the course of years. It is even showing that Ms. Pinter defaulted in paying PECO even after payment arrangements, help from Liheap & Budget Billing were offered to her. I was basically told by Ms. Lee that fighting this would result in a loss due the foreign wiring that was found and that Section 1529.1 of the PUC Code clearly states that the landlord is guilty. In reading through more of the paperwork provided to us by PECO it states that PECO Energy visited the property at the tenant's request for a high bill investigation because of suspected "foreign wiring", we are not seeing any information from PECO where Ms Pinter has complained about high bills or foreign wiring prior to running up a large balance, the initiation of the complaint came when PECO started the shutoff process and Ms. Pinter had exhausted all means to turn the electric back on without the bill being paid in full. I spoke to PECO in reference to this and I was told that the cap for starting the shutoff process was \$4,000 which corresponds with the amount of Ms. Pinter's bill when the complaint was filed in July 2013. Her balance of \$4,577.98 was transferred into my name which left her with a \$0 balance to start all over again. We are also at this point suspecting possible tampering with the electrical panels in our building due to the fact that she specifically told PECO that she suspected foreign wiring, I know this is an assumption on my part but when we were notified about this we had no idea what foreign wiring was but yet Ms. Pinter was able to tell PECO that she suspected that this might be what has caused her to accumulate over \$4,000 in electric. We were notified of the problem on 7/29/13

and our electrician was called immediately and came out to the building to fix the problem within 2 days of our notification. We called PECO to let them know that the correction had been completed and they sent a field tech out on 8/15/13 for verification. We are providing you with a copy of the technician's report that we received on 1/9/14 in which he states that the foreign wiring that had been found was corrected but that the 1st floor apt still had numerous items that still remained on when the power was shut down to Apt 1. He states he was unable to trace where the load to the 1st floor was moved to due to having to leave the apt at the tenant's request. If I am reading this report correctly it is also stating that the tenant was told that she was benefitting by having a partial load to her apt being placed on someone else's meter and that due to the correction of the foreign wiring the electric would be placed back into her name, again wiping the past due balance off of her account and making me responsible. I started to notice a significant increase in the bills for the house meter which jumped from between \$60 to \$70 per month to almost \$300 which is much too high with the transfer of basement lights {used occasionally}, hallway lights {which are only used when our 2nd & 3rd floor tenants enter the building at night} & a heat tape {which is estimated to use roughly \$.02 per day and is only in use from November through March}. I called PECO to report this problem and spoke to Ms. Leone in the high bill department who set up an appointment for a field tech to come out to the building on 1/17/14. In reviewing the paperwork from PECO again I finally realized that the load from the 1st floor that the field tech stated in his report was placed on the house meter with the transfer of the basement wires. I called Ms. Leone on 1/16/14 and spent almost an hour going over the reason for the increase in my bills was probably due to the fact that there was still partial load from the 1st floor going to the house meter and I was basically told it was our problem not PECO's. I asked her numerous times why PECO did not either provide us with a copy of the field tech report or contact us to let us know that there was still a problem with the electric on the 1st floor and I was told that it was not their job, we are the owner's of the building and it is our wiring. I addressed the point that if this partial load from the 1st floor apt. was going to either the 2nd or 3rd floor apartment causing an increase in the tenants bill and they called and someone came out that again it would be considered foreign wiring and we would assume another tenants bill and she said yes due to the law that is the way it would go. She admitted that she saw what the tech put in the report regarding the existing problem with the 1st floor apt but yet PECO did nothing to give us the opportunity to contact our electrician to fix this, which again is leaving me to pay this woman's bill. We understand the law and we understand that the law is in place for a reason but I truly believe that this goes beyond foreign wiring. Theresa Purnell has been with us for many years, she started out in our 2nd floor apt and moved to our 1st floor apt. in 2008, so we know her well. She consistently falls behind on her rent and we work with her giving her sufficient time to catch up and we have never charged her the \$50.00 late fee that is stated in her Lease. She has been to every agency in her area and has received assistance with her bills to the point where she is no longer eligible for any more funds. We had no knowledge of foreign wiring in our building prior to this complaint, if we did it would have been corrected. We did not even know what foreign wiring meant, all of our units have their own separate meters, we have always paid our PECO accounts in full and on time and we would never intentionally take advantage of anyone. We feel that PECO knows exactly what is going on in this matter and is automatically placing fault on us because we are the owner's of this building. Again I can't stress enough that this very large balance is an accumulation of many years of Ms. Pinter not paying her bill and the threat of her electric being shut off and her having to come up with such a large sum of

money would be impossible for her to do so she found a way around it like she usually does. I apologize for the length of this letter, I am hoping that you will see the full picture of what is happening. Thank you very much for your time.

Patti Dellaquila

A handwritten signature in black ink, appearing to read "Patti Dellaquila". The signature is written in a cursive, flowing style with some loops and flourishes.

Date: 19 January 2014

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Patti Dellaquila

Complainant

v.

DOCKET NO. F-2013-2396386

PECO ENERGY COMPANY

Respondent

VERIFICATION

I, Patti Dellaquila, hereby declare that the facts set forth in the foregoing New Matter are true to the best of my knowledge, information and belief, and that I make this verification.



Date: 19 January 2014

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VERIFICATION

I, Michael C. Dellaquila Sr., hereby declare that the facts set forth in the foregoing New Matter are true to the best of my knowledge, information and belief, and that I make this verification.



Date: 19 January 2014

Michael C. Dellaquila Sr.
Patti L. Dellaquilla
160 Walnut St.
Spring City, PA 19475

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Rose Marie Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
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