



Exelon Business Services Company
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March 10, 2014

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

RE: Vincent Sammons v. PECO Energy Company
PUC Docket No.: F-2014-2407549

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the following documents in the matter referenced above.

—	Answer
—	Answer & New Matter
—	Motion Objecting to Continuance Request
—	Motion for Judgment on the Pleadings
—	Motion to Admit Exhibits
—	Motion to Consolidate
<u>X</u>	<u>Preliminary Objection</u>
—	Exceptions
—	Reply Exceptions
—	Main Brief
—	Reply Petition

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

Shawane Lee
Counsel for PECO Energy Company
SL/lo

Scheduling Recommendation: Call of the Docket

X Not Call of the Docket

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

VINCENT SAMMONS	:	
Complainant	:	
v.	:	DOCKET NO. F-2014-2407549
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Preliminary Objection within 10 days from service of this notice, a ruling may be entered against you. Your response must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane L. Lee, and where applicable, the Administrative Law Judge presiding over the issue.

File with:
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

With a copy to:
Shawane L. Lee
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, March 10, 2014



Shawane L. Lee
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103
(215) 841-6481
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

VINCENT SAMMONS	:	
Complainant	:	
v.	:	DOCKET NO. F-2014-2407549
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

**PRELIMINARY OBJECTION OF RESPONDENT,
PECO ENERGY COMPANY**

Respondent, PECO Energy Company (“PECO Energy”), pursuant to 52 Pa. Code § 5.101(a)(4) respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient.

1. On February 28, 2014, PECO Energy was served with a formal complaint filed by Vincent Sammons (hereafter “Complainant”). A copy of the Complaint is attached hereto as Exhibit “1”.

2. In his Complaint, Complainant alleges that PECO Energy made an “unjust ruling on foreign load Act 54 of 1993” for his rental property located at 110 Lewisville Road, New London, PA 19352. See Exhibit “1”.

3. In his formal complaint, the Complainant states that “he was not given an opportunity to submit any information to show that [his] tenants were trying to commit fraudulent claims of electric abuse and have a criminal history of this type of behavior. See Exhibit “1”.

4. The Complainant claims that his tenants “rented the entire property and the lease states they are responsible for all utilities including the swimming pool pump that is housed in the building and electric is primarily used for.” See Exhibit “1”.

5. The Complainant states that “the pool was part of the [tenant’s] lease and PECO Energy did not do their due diligence or a proper investigation to find out all of the facts and were allowed to be manipulated by the tenants that are seasoned con artists based on their prior records and behavior.” See Exhibit “1”.

6. PECO Energy filed the instant Preliminary Objection.

7. Pursuant to 52 Pa. Code § 5.101, preliminary objections may be filed against a complaint and dismissed for legal insufficiency. 52 Pa. Code § 5.101(a)(4).

8. Commission procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil procedure. ¹

9. In deciding preliminary objections, the Public Utility Commission must determine, based on the factual pleadings of the petitioner, if relief or recovery is possible.²

10. A complaint must be able to recover under the law to survive a preliminary objection.³

11. All of the non-moving party’s averments must be taken as true for the sake of deciding the preliminary objection.⁴

12. The court does not, however, need to accept, “unwarranted inferences from facts, argumentative allegations, or expressions of opinions.”⁵

¹ *Equitable Small Transportation Interveners v. Equitable Gas Co.*, 1994 Pa.PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994)

² 2006 Pa. PUC Lexis 111, *7.

³ *Milliner v. Enck*, 709 A.2d 417, 418 (Pa. Super. Ct. 1998) (“preliminary objection should be sustained only where it appears with certainty that, upon the facts averred, the law will not allow the plaintiff to recover”).

⁴ *Id.* at 7-8.

13. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing of, in its opinion, a hearing is not necessary to the public interest.

14. A hearing is required only when there is a disputed question of fact, and is not required to resolve questions of law. Dee-Dee Cab, Inc. v. Pa.Pub. Util. Comm'n, 817 A.2nd 593 (Pa.Commw. Ct. 2003), petition for allowance of appeal denied, 836 A.2d 123 (Pa. 2003).

15. Here, there are no genuine issues of fact and PECO Energy is entitled to judgment as a matter of law with respect to all of the allegations in the Complaint.

16. The Commission has held that a landlord must pay the utility for any account balance, including arrearages, once a foreign load or wiring has been found. 66 Pa. C.S. §§ 1529.1(a), (c); and Ace Check Cashing Inc. v. Phila. Gas Works, Final Order, (May 21, 2010). See also Santos v. Metro. Edison Co., No. C-00967757 (Pa. P.U.C. Aug. 7, 1997).

17. The Complainant does not dispute that he is the owner of 110 Lewisville Road, New London, PA 19352.

18. The Complainant avers that he is being held responsible for his tenant's balance. See Exhibit "1".

19. The Complainant avers that the tenant signed a lease agreement in which it was agreed that the tenant is responsible for "all utilities including the swimming pool pump."

20. In section 5, requested relief, the Complainant seeks the following relief: **Have PECO bill the tenant for the electric used.** The Complainant additionally requests that PECO Energy "have disciplinary actions taken against them for not gathering all of the facts

⁵ Feingold v. McNulty, 2009 Phila. Ct. Com. Pl LEXIS 167, *3.

before jumping to a conclusion causing my (sic) a lot of time and added stress to an already bad tenant situation.”

21. As previously explained by the Legislature and this Commission, upon discovering the existence of a foreign load a public utility is required to list the account, including any arrearages, in the name of the landlord. 66 Pa. C.S. §§ 1529.1(a), (c). See also Santos v. Metro. Edison Co., No. C-00967757 (Pa. P.U.C. Aug. 7, 1997). The landlord is responsible for paying the utility bills until the foreign load is corrected. Santos at 16. Once the foreign load is corrected by the landlord and verified by the utility, the utility will place the account back in the name of the tenant and the arrearage, if any, will remain the landlord’s responsibility. Id. To the extent any dispute regarding the financial responsibility of the parties exists, that is a matter to be resolved in the Court of Common Pleas as it is outside the Commission’s jurisdiction. Edmund v. Corazzini v. UGI Penn Natural Gas, Inc., No. F-2009-2101282, Opinion and Order adopted July 15, 2010 at 7.

22. The Complainant does not allege that the property is not a rental property or that he is not the owner of the property.

23. The Complainant does not allege that PECO Energy incorrectly determined a foreign wiring condition at his property.

24. The Complainant does not allege that PECO Energy delayed investigating his tenant’s foreign wiring concerns.

25. The Complainant does not allege that PECO Energy transferred an incorrect amount to his account.

26. The Complainant does not allege that PECO Energy delayed their field investigation to verify the foreign wiring had been corrected.

27. Rather, the Complainant's formal complaint simply alleges that he should not be responsible for the balance attributable to the foreign wiring because his tenant agreed to pay for all utilities at the premises, including the foreign load.

28. Indeed, consistent with 1-A Realty v. PPL Electric Utilities Corp., Docket Nos. F-2010-2166554 and F-2010-2166976 (Order entered April 12, 2012), at 20, the Commission determined that a tenant could not waive rights pertaining to foreign load charges, and that there is no exception to the requirements of Section 1529.1 based on private agreements between landlords and tenants. Id. The Commonwealth Court affirmed the Commission's decision and concluded that tenants are not permitted to accept utility service which is not exclusive to their homes. 1-A Realty, supra, 63 A.3d at 484.

29. As stated in 1-A Realty, the landlord shall be responsible for payment for the utility services rendered to the rental property when in a foreign load is found and tenants are not permitted to consent to having foreign load charges attributed to them.

30. More recently, the Commission reached the same result in the matter George W. Kopf Jr. v. PECO Energy Company, Docket No. C-2012-2332993 (Order entered, June 13, 2013). In that case, Mr. Kopf argued that his tenant, by her lease agreement, agreed to pay for all utilities to the common areas. Administrative Law Judge David Salapa granted PECO Energy's Preliminary Objection and dismissed Mr. Kopf's formal complaint in a well-reasoned opinion wherein he determined that the tenant's "lease does not supersede and has no effect on the Respondent's obligation to comply with Section 1529.1 of the Code." Id. at 9.

31. In the case at bar, PECO Energy properly transferred the tenant's utility account, including arrearages, to the Complainant's name.

32. PECO Energy's actions are consistent with Pennsylvania law.

33. The PUC is not the forum for the Complainant to raise what is essentially a landlord tenant dispute, regarding the foreign wiring balance that should be attributable to him as opposed to the amount attributable to his tenants pursuant to a lease agreement between the parties.

34. As stated in Edmund v. Corazzini, *supra* that is a matter to be resolved in the Court of Common Pleas as it is outside the Commission's jurisdiction.

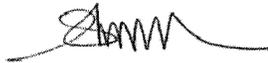
35. Because the Complaint relates to a dispute about the assignment of financial responsibility for a foreign load in a building he owns, as well as the portion of the balance owed attributable to the foreign wiring condition, this complaint should be dismissed as a matter of law.

36. Accordingly, PECO Energy requests that the Commission dismiss the Complaint for legal insufficiency.

REQUEST FOR RELIEF

WHEREFORE, for the reasons set forth above, PECO Energy Company respectfully requests that your Honorable Commission summarily dismiss the Complainants' Complaint.

Respectfully submitted,



Shawane L. Lee
Counsel for PECO Energy Company
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P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

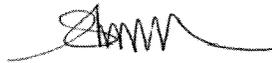
**BEFORE THE
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VINCENT SAMMONS	:	
Complainant	:	
v.	:	DOCKET NO. F-2014-2407549
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

VERIFICATION

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: March 10, 2014



Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

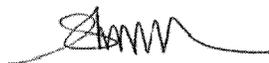
VINCENT SAMMONS	:	
Complainant	:	
v.	:	DOCKET NO. F-2014-2407549
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Answer in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

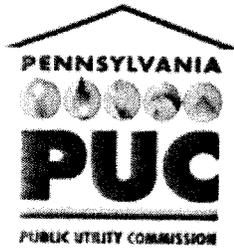
Vincent Sammons
25 Beaver Court
Rising Sun, MD 21911

Dated at Philadelphia, Pennsylvania, March 10, 2014



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

EXHIBIT “1”



PENNSYLVANIA
PUBLIC UTILITY COMMISSION

CONSUMERINFO UTILITY&INDUSTRY FILING&RESOURCES ABOUTPUC CONTACTUS

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eFiling Successfully Transmitted



Your filing has been electronically received. Upon review of the filing for conformance with the Commission's filing requirements, a notice will be issued acknowledging such compliance and assigning a Docket Number. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

Print this page for your records. The date filed on will be the current day if the filing occurs on a business day before or at 4:30 PM Harrisburg, PA time. It will be the next business day if the filing occurs after 4:30 PM Harrisburg, PA time or on weekends or holidays.

If your filing exceeds 250 pages, you are required to submit one paper copy of the filing within 3 business days of submitting the electronic filing. This paper copy can be mailed to: Secretary, Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North Street, 2nd Floor, Harrisburg, PA 17120 . Please print a copy of this page and attach it to the paper copy of your filing as the first page.

eFiling Confirmation	
Docket Number:	F-2014-2407549
Description:	Vincent Sammons - Answer and New Matter of PECO Energy Company
Transmission Date:	3/10/2014 2:54:35 PM
Filed On:	3/10/2014 2:54:35 PM
eFiling Confirmation Number:	1539446

Uploaded File List

File Name	Document Class	Document Type
Vincent Sammons - Answer and New Matter.pdf	Communication	Answer to Formal Complaint

PECO ENERGY
EXHIBIT



Exelon

Exelon Business Services Company
Legal Department
2301 Market Street/S23-1
Philadelphia, PA 19103
215 568 3389 Fax
www.exeloncorp.com

Direct Dial: 215.841.6841

March 10, 2014

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

RE: Vincent Sammons v. PECO Energy Company
PUC Docket No.: F-2014-2407549

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I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

Shawane Lee
Counsel for PECO Energy Company
SL/lo

Scheduling Recommendation: Call of the Docket

X Not Call of the Docket

PENNSYLVANIA PUBLIC UTILITY COMMISSION

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:

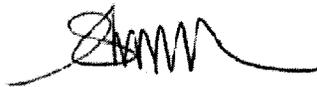
NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed NEW MATTER of PECO Energy Company within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to NEW MATTER, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane L. Lee, and where applicable, the Administrative Law Judge presiding over the issue.

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

Dated at Philadelphia, PA, March 10, 2014



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19101-8699
215-841-6863
Shawane.lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

VINCENT SAMMONS	:	
Complainant	:	
v.	:	DOCKET NO. F-2014-2407549
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

On February 28, 2014, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by Vincent Sammons (hereafter "Complainant"). Pursuant to 52 Pa. Code § 5.61, PECO Energy responds to the Complaint and states:

1. Admitted
2. Admitted.
3. Admitted.

1. Denied. Unless specifically admitted herein, PECO Energy denies that all material allegations of fact and conclusions of law in the complaint. In his Complaint, the Complainant alleges that PECO Energy made an "unjust ruling on foreign load Act 54 of 1993" for his rental property located at 110 Lewisville Road, New London, PA 19352. The Complainant alleges that "he was not given an opportunity to submit any information to show that [his] tenants were trying to commit fraudulent claims of electric abuse and have a criminal history of this type of behavior. The Complainant claims that his tenants "rented the entire property and the lease states they are responsible for all utilities including the swimming pool pump that is housed in the building and electric is primarily used for." The Complainant states that "the pool was part of the [tenants'] lease and PECO Energy did not do their due diligence or a

proper investigation to find out all of the facts and were allowed to be manipulated by the tenants that are seasoned con artists based on their prior records and behavior.”

PECO Energy’s records reveal that the Complainant owns the property located at 110 Lewisville Road, Lincoln University, PA 19352. The Complainant had a tenant, Alesio Baffone IV, who established service at the premises on December 12, 2010. On September 9, 2013, Mr. Caffone contacted PECO Energy and stated there was possible foreign wiring from a building behind the house only used by his landlord, which was connected to his meter. On September 12, 2013, PECO Energy visited the property for a high bill investigation because of suspected foreign wiring. The technician found foreign wiring. Specifically, the technician found foreign wiring connected to the tenant’s meter from a rear shed that was only used by the landlord.

On September 13, 2013, PECO Energy sent correspondence to the Complainant (property owner) advising that foreign wiring had been found and the balance would be transferred into his name. See Correspondence, dated 9/13/13, attached hereto as Exhibit “1”. On September 25, 2013, the tenant’s \$964.84 balance was transferred into the Complainant’s name under account number 44962-07066. See Account Activity Statement, attached hereto as Exhibit “2”.

On August 25, 2013, a PECO Energy field technician visited the premises and determined that the foreign wiring had been corrected. Accordingly, the Complainant’s account was closed effective October 28, 2013 and a final bill was issued in the amount of \$1,267.31.

On November 8, 2013, the Complainant filed an informal complaint with the Bureau of Consumer Services at case number 003170551, complaining there was no foreign wiring because the pool house electricity is included in the lease agreement. He claimed the garage is in the back of the pool house and the garage was being used by the tenants. See Case Details Report

#003170551, attached hereto as Exhibit “3”. On February 7, 2014, the BCS issued a Decision Report, closing the Complainant’s case as follows:

On 9/12/2013 Co found foreign wiring connected to the meter from a rear shed that was only used by him.....Vincent Sammons responsible for acct balance due to foreign load. company did follow the regulations when foreign load was

See BCS Decision Report #003170551, attached hereto as Exhibit “4”.

PECO Energy avers that the company properly determined there was a foreign load condition at the Complainant’s rental property and transferred the service and charges into the Complainant’s name consistent with 66 Pa. C.S. §§ 1529.1(a), (c); and Ace Check Cashing Inc. v. Phila. Gas Works, Final Order, (May 21, 2010). Upon discovering the existence of a foreign load a public utility is required to list the account, including any arrearages, in the name of the landlord. 66 Pa. C.S. §§ 1529.1(a), (c). See also Santos v. Metro. Edison Co., No. C-00967757 (Pa. P.U.C. Aug. 7, 1997). The landlord is responsible for paying the utility bills until the foreign load is corrected. Santos at 16. Once the foreign load is corrected by the landlord and verified by the utility, the utility will place the account back in the name of the tenant and the arrearage, if any, will remain the landlord’s responsibility. Id. To the extent any dispute regarding the financial responsibility of the parties exists, that is a matter to be resolved in the Court of Common Pleas as it is outside the Commission’s jurisdiction. Edmund v. Corazzini v. UGI Penn Natural Gas, Inc., No. F-2009-2101282, Opinion and Order adopted July 15, 2010 at 7.

5. Denied.
6. Admitted.
7. Admitted.

NEW MATTER

8. PECO incorporates by reference responses contained in Paragraphs 1 through 7 above as though fully set forth at length.

9. The Complainant owns the rental property at 110 Lewisville Road, Lincoln University, PA 19352.

10. The Complainant had a tenant residing at the property named Aleseo Baffone IV.

12. On September 12, 2013, PECO Energy went to the premises in response to a complaint from Mr. Baffone. While investigating the complaint, the technician found that a rear shed only used by the landlord was connected to Mr. Baffone's electric meter.

13. Accordingly, the technician advised the Complainant that the service would be placed in the property owner's name.

14. Due to the foreign wiring condition, a balance of 964.84 was credited to Mr. Baffone's account. See Exhibit "2". The \$964.84 balance was then transferred to the Complainant's account. See Exhibit "2".

15. Mr. Baffone's account and any electric usage charges remained in the Complainant's name until the foreign wiring condition was corrected on October 25, 2013.

16. Because foreign wiring was identified at the service property, PECO Energy acted in accordance with the Commission's directives when it placed the account, including all arrearages, in the name of the Complainant, who is the owner of the property, during the time period when the foreign wiring existed.

17. To the extent any dispute regarding the financial responsibility of the parties exists, that is a matter to be resolved in the Court of Common Pleas as it is outside the

Commission's jurisdiction. Edmund v. Corazzini v. UGI Penn Natural Gas, Inc., No. F-2009-2101282, Opinion and Order adopted July 15, 2010 at 7.

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant Complaint.

Respectfully Submitted,



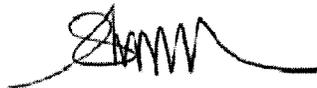
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VERIFICATION

I, Shawane Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.



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I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Answer in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Vincent Sammons
25 Beaver Court
Rising Sun, MD 21911

Dated at Philadelphia, Pennsylvania, March 10, 2014



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
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March 10, 2014

Vincent Sammons
25 Beaver Court
Rising Sun, MD 21911

RE: Vincent Sammons v. PECO Energy Company
PUC Docket No.: F-2014-2407549

Dear Mr. Sammons:

Enclosed is a copy of PECO Energy Company's response to the formal complaint filed in the above-referenced docket. The law requires PECO Energy to file an answer to your Public Utility Commission complaint. Keep these papers for your records. This is not a decision on your complaint. PECO's response may include a New Matter, Motion or Preliminary Objection. Please note that if you do not respond to a New Matter, Motion, or Preliminary Objection an unfavorable decision may be rendered against you. Responses to New Matters and Motions must be filed within 20 days. Responses to Preliminary Objections must be filed within 10 days. If there is no New Matter, Motion or Preliminary Objection included, no response is required.

Soon, the Public Utility Commission will schedule either a settlement conference or a hearing on your complaint. The Commission will let you know by mail whether there will be a conference or a hearing and will include instructions on what to do next. If the matter is set for hearing, the notice will provide you with information about the date, time and place of the hearing. If we are unable to resolve your complaint and have to proceed with a hearing, a judge will be at the hearing and will decide your complaint. You must call the Public Utility Commission if you have any questions about the hearing or if you cannot attend the hearing.

Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a stylized, wavy underline.

Shawane Lee
Counsel for PECO Energy Company

SL/lo
Encl.

EXHIBIT “1”

September 13, 2013

Vince Sammons
25 Beaver Ct
Rising Sun, Md 21911

Regarding: 110 Lewisville Rd
Lincoln University, Pa 19352

Dear Mr. Sammons:

On 9-12-13 a PECO field technician visited the above referenced property in response to a high bill complaint. The technician found shed in rear used by owner on customer's meter. This is known as foreign wiring. Please have your electrician check for any additional foreign wiring that may not have been detected at the time of the field visit.

When PECO identifies foreign wiring. Pennsylvania State Law requires the electric service to be transferred into the name of the landlord, until the wiring is properly corrected. (Per Section 1529.1(b) of the Pennsylvania Public Utility Code, 66 Pa. C.S. 1529.1)

Please be advised that the electric service for the accounts in question will be transferred into your name effective immediately. If any of the current tenant's balance due is attributable to the found foreign wiring the entire balance will be transferred into your name as well. The service can only go back into your tenants name if you have your electrician correct the wiring for each apartment.

If you have completed the repairs, or have any questions regarding this matter, please telephone 215-841-6594.

Cordially,

Lori Messere
Customer Field Operations

PECO ENERGY
EXHIBIT 1

EXHIBIT “2”

CUAR039

PECO Account Activity Statement

Date: 03/07/14
Page: 1 of 1

*** Account Information ***

Account Number: 44962-07066
Account Status: Final
Requested By: VINCENT SAMMONS
VINCENT SAMMONS
(610) 910-4018 Extension:
Mail To: VINCENT SAMMONS
25 BEAVER CT
RISING SUN MD 21911

*** Current Account Status ***

Current Bill: \$106.86
Billed Prior: \$1160.45
Balance Due: \$1267.31
Service Address: 110 LEWISVILLE RD
LINCOLN UNIV PA 19352
Credit Amount: \$0.00
Deposit Requested: \$0.00
Deposit On-Hand: \$0.00
Meter Bill Grp: 10
Rate: Electric Residential Heating Service

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH
09/25/13	Billing Adjustment									
10/14/13	ELECTRIC SERVICE	09/12/13 10/11/13	90588	086607404	\$964.84		\$1160.45		11/05	1352
10/14/13	CONNECTION CHARGE - STANDARD				\$6.00					
10/14/13	Regular Bill									
10/28/13	ELECTRIC SERVICE	10/11/13 10/25/13	91355	086607404	\$106.86		\$1267.31		11/19	767

EXHIBIT “3”



March 5, 2014

Company Position:

11/08/2013 PECO.. RESPONSIBLE FOR BILL OF 1267 PLUS DUE TO FOREIGN
LOADING.. CAN CALL PUC...

EXHIBIT "4"



March 5, 2014

BCS Decision Report

BCS Case #: 003170551 Open Date: 2013-11-08
Customer Name: VINCENT SAMMONS
Service Address: 110 LEWISVILLE RD

LINCOLN UNIVERSITY, PA 19352
BCS Bill Account #: 4496207066 Previous Case #:
Violation Type: NO Chapter Type:
Decision Type: W Section / Rule:
Investigator Name: BARBARA BARBUSH

Decision Issued Date: 2014-02-07
Case Closed Date: 2014-02-06

Letter Description:
BLANK LETTER - DECISION

Total Balance:	\$1267.31	Balance Date:	2013-11-13
Amount to Restore Service:	\$0.00	Amount to Continue Service:	\$0.00
Date Payment Due:		Regular Budget Amount:	\$0.00
Special Budget Payment:	\$0.00	Final Bill Monthly Payment:	\$0.00
Plus Arrears Payment:	\$0.00	End of Month Payment:	\$0.00
Current Monthly Payment:	\$0.00		

Payment Terms:

PAR Description:

Resolution Description:
CASE CLOSED - VINCENT SAMMONS NOT SATISFIED. ISSUED DECISION WITH FORMALS. ADV HIM ON 9/12/2013 CO FOUND FOREIGN WIRING CONNECTED TO THE METER FROM A REAR SHED THAT WAS ONLY USED BY HIM. ACCT FOR TENANT ALESEO BAFFONE IV CLOSED EFF 9/12/2013. ON 9/25/2013 NEW SVC ACCT INITIATED FOR OWNER/LANDLORD VINCENT SAMMONS EFF 9/12/2013. THIS SAME DAY FINAL BILL BAL OF 964.84 WAS TRANSFERRED TO HIS NEW ACCT. ON 10/21/2013 VINCENT SAMMONS ADV CO WIRING CORRECTION COMPLETED. FIELD VISIT OF 10/25/2013 SHOWED THE WIRING FOR THE SHED WAS REMOVED FROM THE TENANT METER. ON 10/28/2013 VINCENT SAMMONS ACCT CLOSED EFF 10/25/2013 AND A FINAL BILL ISSUED FOR 1267.31 DUE 11/19/2013. NEW SVC INITIATED FOR ALESEO BAFFONE IV EFF 10/25/2013. VINCENT SAMMONS RESPONSIBLE FOR ACCT BAL DUE TO FOREIGN LOAD.