



An Exelon Company

Legal Department
2301 Market Street / S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

May 21, 2015

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

RE: David Hatchigian v. PECO Energy Company
PUC Docket No.: C-2015-2477321

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy's Motion for Judgment on the Pleadings* with regard to the matter referenced above.

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,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a long horizontal flourish extending to the right.

Shawane Lee
Counsel for PECO Energy Company

SL/ab

cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DAVID HATCHIGIAN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2015-2477321
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

NOTICE TO PLEAD

To: David Hatchigian

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 Motion for Judgment on the Pleadings within 20 days from service of this notice, the facts set forth by PECO Energy Company may be deemed to be true, thereby requiring no other proof. All pleadings, such as a Reply to Motion, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane Lee, and where applicable, the Administrative Law Judge presiding over the issue.

Failure to respond to this Motion could result in the dismissal of your case.

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, Esquire
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated: May 21, 2015



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19101-8699
Tel. (215) 841-6841
Fax. (215) 568-3389
shawane.lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DAVID HATCHIGIAN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2015-2477321
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

MOTION FOR JUDGMENT ON THE PLEADINGS

PECO Energy Company ("PECO"), pursuant to 52 Pa. Code §5.102, respectfully requests that your Honorable Commission dismiss the instant complaint inasmuch as Complainant requests the PUC to award him damages for out of pocket expenses. Pursuant to 52 Pa. Code § 5.101(a)(1), the Pennsylvania Public Utility Commission has no jurisdiction to award the Complainant's damages for back rent, loss of time, and the cost of an underwriter's certificate.

1. On or about April 10, 2015, Complainant filed a Formal Complaint against Respondent, PECO, alleging that he incurred expense for an underwriter's certificate and had to return rent to his tenant as a result of PECO's requirement to obtain an underwriter's certificate to energize service at his rental property. A copy of Complainant's Formal Complaint is attached hereto as Exhibit 1.

2. PECO was served with the Formal Complaint on April 17, 2015.

3. On May 1, 2015, PECO filed an Answer, New Matter and Notice to Plead. A copy of PECO's Answer and New Matter is attached hereto as Exhibit 2.

4. PECO averred in its New Matter that Complainant's formal complaint seeks the PUC to order PECO to award him damages for rent, loss of time, and the cost of an underwriter's certificate. New Matter ¶1.

5. PECO averred that to the extent the Complainant was seeking monetary damages against PECO for his out of pocket expenses, rent, underwriter's certificate, or any other loss, the Complainants' request for relief was not within the jurisdiction of the Pennsylvania Public Utility Commission. New Matter ¶4.

6. PECO also averred that Complainant's request for damages should be denied pursuant to 52 Pa. Code § 5.101(a)(1). New Matter ¶4.

7. To date, 20 days have passed since PECO filed its New Matter.

8. PECO has not been served with a response to its New Matter, and therefore it requests that the facts stated therein be deemed admitted. 52 Pa.Code §5.63(b) (providing that facts in new matter may be deemed admitted if there is no reply).

9. The Commission's regulations at 52 Pa. Code §5.102(a) permits any party to move for summary judgment or judgment on the pleadings after the pleadings are closed, but within such time as to not delay a hearing. Under 52 Pa. Code §5.102(d)(1), the presiding officer will grant the motion if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law.

10. The moving party bears the burden of showing that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. The Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. *First Mortgage Co. of Pennsylvania v. McCall*, 459 A.2d 406 (Pa. Super. 1983).

11. The provision at 52 Pa. Code §5.102(c) serves judicial economy by avoiding a hearing where no factual dispute exists. If no factual issue pertinent to the resolution of the

case exists, a hearing is unnecessary. *Lehigh Valley Power Committee v. Pennsylvania Public Utility Commission*, 563 A.2d. 557 (Pa. Cmwlth. 1989).

12. The pleadings in this case reveal the following:
 - a. The Complainant alleges he incurred out of pocket expenses, arising from PECO's requirement for an underwriter's certificate before the company would energize service at his rental property.
 - b. The Complainant alleges that he had to pay his tenant ten (10) days of rent; the cost of an underwriter's certificate and lost time as a result of PECO's requirement.
 - c. The Complainant requests that the PUC order PECO to reimburse him for his expenses as follows "I am requesting five hundred (\$500) dollar out of pocket compensation."
13. In effect, Complainant is requesting that the Commission award him damages.
14. To the extent the Complainant is requesting a monetary award for his out of pocket expenses, the Complainant is not entitled to relief under the law.
15. The Commission lacks jurisdiction to award damages pursuant to 52 Pa. Code § 5.101(a)(1).
16. Accordingly, the portion of the Complainant's formal complaint that seeks compensation for his out of pocket expenses should be denied pursuant to 52 Pa. Code § 5.101(a)(1).

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission grant PECO Energy's Motion for Judgment on the Pleadings, dismissing the

Complainant's request for damages.

Respectfully submitted,



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

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DAVID HATCHIGIAN
Complainant

v.

PECO ENERGY COMPANY
Respondent

:
:
:
:
:
:
:

DOCKET NO. C-2015-2477321

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Motion for Judgment on the Pleadings upon the party listed below, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA First Class Mail
David Hatchigian
2414 Township Line Road
Havertown, PA 19083-5236



Shawane L. Lee

DATED: May 21, 2015

EXHIBIT 1

DAVID HATCHIGIAN
2414 Township Line Road
Havertown, PA 19083-5236
david3091@verizon.net

RECEIVED

March 27, 2015

Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

MAR 30 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ELBCTAIC

RE: 7512 Brentwood Road Phila. Pa. 19151 P.E.C.O. Complaint no.

Dear Sir/Madam

On February 20, 2015 David Hatchigian entered into an agreement with Suenee Walker to rent second floor apartment at the above address. After Ms Walker attempted to request electric to the above address, it was brought to her attention that the landlord was required to obtain an electrical underwriter inspection of the electrical service for the sole benefit of the P.E.C.O. request. I called and questioned the purpose for this request and was told anytime the service has been turned off for more than six (6) months the P.E.C.O. requires this for there safety. I have no problem with the P.E.C.O. request accept for the landlord to be required to incur this expense for the sole purpose of guarantee the P.E.C.O. there is no problem when there is no reason to deny service. I am not in the electric utility business. There is a **NO** law, rule or statue that allows the P.E.C.O. to deny electric service to a residential customer with out just cause. I was told that they (P.E.C.O.) did not know and to contact the P.U.C. which I did and then received a phone call and letter confirming that there is **NO** law, rule or statue requiring the P.E.C.O. to deny electric service to my tenant. I have been forced to comply with the P.E.C.O. request with out a justifiable reason and forced to return ten days of rent three hundred (\$300) dollars and incur seventy five (\$75) dollar expense for the P.E.C.O. benefit for refusal to energize the electric. And my time to meet with the underwriter.

I am requesting five hundred (\$500) dollar out of pocket compensation. See attach exhibits.

Respectfully submitted,

David Hatchigian

RECEIVED

APR 10 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT 2



David Hatchigian

Enclosures (9)

Forward U.S.P.S. 3817

RECEIVED

MAR 30 2015

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED

ELECTRIC PECO Formal Complaint

MAR 30 2015

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint. PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information 7512 BRENTWOOD ROAD PHILA PA 19151

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name DAVID HATCHERIAN
Street/P.O. Box 7414 TOWNSHIP VINE APT # 1000
City HAUBERTOWN State PA Zip 19083
County PHILA DELC

Telephone Number(s) Where We Can Contact You During the Day:

(610) 446-7257 (home) () (mobile)

E-mail Address (optional): DAVID 3091@VERIZON.NET

Utility Account Number (from your bill)

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

Name
Street/P.O. Box 7512 BRENTWOOD ROAD
City PHILA State PA Zip 19151

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

P. E. C. O ELECTRIC

RECEIVED

APR 10 2015

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- | | |
|--|---|
| <input checked="" type="checkbox"/> ELECTRIC | <input type="checkbox"/> WASTEWATER/SEWER |
| <input checked="" type="checkbox"/> GAS | <input type="checkbox"/> TELEPHONE/TELECOMMUNICATIONS (local, long distance) |
| <input type="checkbox"/> WATER | <input type="checkbox"/> MOTOR CARRIER (e.g. taxi, moving company, limousine) |
| <input type="checkbox"/> STEAM HEAT | |

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.

- I would like a payment agreement.

- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.

- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

- Other (explain).

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. **Requested Relief**

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

SEE ATTACHED

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this 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 problem involving billing, 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

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

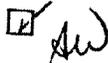
7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES



NO



Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. **Legal Representation**

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (if known) _____

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMPLAINT NO.**

**DAVID HATCHIGIAN VS P.E.C.O.
7512 BRENTWOOD ROAD PHILADELPHIA PA. 19151**

RECEIVED

APR 10 2015

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

March 27, 2015

PENNSYLVANIA PUBLIC UTILITY COMMISSION
Complaint against P.E.C.O. 7512 BRENTWOOD ROAD PHILA PA.
19151 NO.

INDEX

FEBRUARY 20, 2015 LEASE FROM D.H. TO SUENEE WALKER
STARTING FEBRUARY 21, 2015 EXH.1-2

MARCH 1, 2015 PAID RECEIPT FROM MUNICIPAL INSPECTION
AGENCY EXH 3

FEBRUARY 27, 2015 MONEY ORDER FOR SEVENTY FIVE (\$75)
DOLLARS EXH. 4

MARCH 1, 2015 MESSAGE FROM MUNICIPAL INSPECTION
AGENCY REQUESTING INSPECTION ON MARCH 1, 2015 EXH. 5

MUNICIPAL INSPECTION BUSINESS CARD (BOB PALKO) EXH. 6

MARCH 6, 2015 L.O.I. FROM DEBORAH SHINN P.E.C.O.
REPRESENTATIVE CONFIRMING NO LAW, RULE, STATUE EXIST
EXH 7-8

APARTMENT KEY NO. 58
P.R. D.R. 46

RESIDENTIAL LEASE
COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1995

This form recommended for but not restricted to use by members of the Pennsylvania Association of REALTORS®

1/28 1770

1. DATE of Lease FEBRUARY 20, 2015

2. TENANT: (list all Tenants)

Name SUENEE WALKER
Mailing Address 2127 NORTH WANAMAKER STREET PHILA PA. 19131
Phone Number(s) 215-837-8408

3. LANDLORD: (list all Landlords)

Name DAVID HATCHIGIAN
Mailing Address 2414 TOWNSHIP LINE ROAD HAVERTOWN PA. 19083
Phone Number(s) 610-448-7267 610-627-7518 FAX DAVID3091@VERIZON.NET

4. AGENT FOR THE LANDLORD is

5. PROPERTY

Landlord agrees to rent to Tenant the following Property: 7612 BRENTWOOD ROAD 2nd FLOOR
PHILADELPHIA PA. 19161

6. STARTING AND ENDING DATES OF LEASE (also called "Term")

A. Starting Date: This Lease starts on FEBRUARY 21, 2015 at 12 Noon.
B. Ending Date: This Lease ends on FEBRUARY 28 2016 at 12 Noon.

7. RENEWAL TERM

This Lease will automatically renew for a term of MONTH TO MONTH at the Ending Date unless:

- A. Tenant gives Landlord 30 days' written notice before Ending Date or before the end of any Renewal Term, OR
- B. Landlord gives Tenant 30 days' written notice before Ending Date or before the end of any Renewal Term.
- C. For Month to Month Leases Only: Either Landlord or Tenant may end a month to month Lease by giving 30 days' written notice on or before the day the next rent is due.

8. RENT

- A. The total amount of rent due over the term of this Lease is \$ 11,025
- B. The total rent due each month is \$ 900
- C. Rent is due on or before the FIRST day of the month.
- D. Tenant pays a late charge of \$ 54 if rent is more than THREE days late.
- E. Tenant makes payments to: address 2414 TOWNSHIP LINE ROAD, HAVERTOWN PA. 19083

9. BEFORE MOVING IN, TENANT PAYS

	Paid	Due
A. Part of a month's rent if Tenant takes possession before first regular due date	\$	\$ 225
B. First month's rent	\$	\$
C. ONE MONTH FOR UTILITIES WATER AND GAS	\$	\$ 900
D. Security Deposit, on deposit at: (name of bank)	\$	\$
Total rent and security deposit received to date	\$	\$ 900
Total amount due before Tenant moves in	\$	\$ 2225

10. USE OF PROPERTY

- A. Tenant will use property as a residence or ONLY
- B. Not more than ONE people will live on property.

11. UTILITIES AND SERVICES

- A. Landlord will pay for cold water hot water

4. AGREE FOR THE LANDLORD

5. PROPERTY

Landlord agrees to rent to Tenant the following Property: 7812 BRENTWOOD ROAD 2ND FLOOR
PHILADELPHIA PA. 19151

6. STARTING AND ENDING DATES OF LEASE (also called "Term")

A. Starting Date: This Lease starts on FEBRUARY 21, 2015 at 12 Noon
B. Ending Date: This Lease ends on FEBRUARY 28 2018 at 12 Noon

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E. Tenant makes payments to: address 2414 TOWNSHIP LINE ROAD, HAVERTOWN PA. 19083

9. BEFORE MOVING IN, TENANT PAYS

A. Part of a month's rent if Tenant takes possession before first regular due date	Paid	Due
B. First month's rent	\$ _____	\$ <u>225</u>
C. <u>ONE MONTH FOR UTILITIES WATER AND GAS</u>	\$ _____	\$ _____
D. Security Deposit, on deposit at: _____ (name of bank)	\$ _____	\$ <u>900</u>
Total rent and security deposit received to date	\$ _____	\$ <u>900</u>
Total amount due before Tenant moves in	\$ _____	\$ <u>2225</u>

10. USE OF PROPERTY

A. Tenant will use property as a residence or ONLY
B. Not more than ONE people will live on property.

11. UTILITIES AND SERVICES

A. Landlord will pay for
 cold water
 gas
 electricity
 snow removal
 heater maintenance contract
 other _____
 hot water
 heat
 lawn and shrubbery care
 water cost over yearly charge
 sewage costs and maintenance
 trash removal

B. Tenant will pay for:
 cold water
 gas
 electricity
 snow removal
 heater maintenance contract
 hot water
 heat
 lawn and shrubbery care
 water cost over yearly charge
 sewage costs and maintenance
 trash removal

TENANT'S Initials [Signature]

account n

731

0004-456

904

2722

121

32

2-9400

502

4M

51

0068005
Office AU's
11-24
1210(6)

Remitter: DAVID HATCHIGIAN
Purchaser: DAVID HATCHIGIAN
Purchaser Account: 1010029136338
Operator I.D.: 0340244
Funding Source: Paper Items(s)

PAY TO THE ORDER OF

PERSONAL MONEY ORDER

SERIAL #: 6800501831
ACCOUNT#: 4861-509800

February 27, 2015

MUNICIPAL INSPTION

Seventy-five dollars and no cents

\$75.00

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
3 E LANCASTER AVE
17 DAVIDS, PA 19087
YOURIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF STOP PAYMENT IS PLACED ON THIS INSTRUMENT, WELLS FARGO BANK MAY IMPOSE A WAITING PERIOD BEFORE ISSUING A REPLACEMENT OR REFUND.

VOID IF OVER US \$ 75.00
NON-NEGOTIABLE

Purchaser Copy



AMOUNT

Subject: New message from "PENNSYLVANIA from 215-435-4473"
From: "Verizon FiOS Notifications" <noreply@verizon.net>
Date: 3/1/2015 5:03 PM
To: david3091@verizon.net

A new message has arrived in your 610-527-7513 mailbox.

Sender: "PENNSYLVANIA from 215-435-4473"
Recipient: 610-527-7513
Type: Voicemail
Subject: 16 sec voice message

You may access your Verizon FiOS® Digital Voice online account manager by visiting www.verizon.com/fiosvoice.

— Attachments: —

msg_Mar01_2015_2203GMT.wav

26.3 KB

ENCLOSURE



**MUNICIPAL INSPECTION
CORPORATION**

Bob Paiko
Electrical Inspector-UCC Cert.
Residential and Commercial

248 Geiger Rd Ste. 103
Philadelphia, PA 19115
215.673.4434 Off
215.435.4473 Cell
215.677.9360 Fax

PECO
Customer Relations
2301 Market Street, N5-1
P.O. Box 8699
Philadelphia, PA 19101-8699

www.peco.com



An Exelon Company

March 6, 2014

David Hatchigian
7512 Brentwood Rd
Philadelphia, PA 19151

Account Number: 84200-73247

Dear Mr. Hatchigian:

In response to the Informal Complaint (BCS #03323044) that was filed with the Bureau of Consumer Services on 3/4/15.

I attempted to contact you at 610-446-7257 but there was no answer. I left a message requesting a call back.

The request for an Underwriters Certificate of Inspection for the above property was made based on a Company policy, not a law, statute or section of our tariff. The Company requires an Underwriter Certificate of Inspection to protect the safety of our customer's and their property before service is energized under the following conditions:

- Hazardous Condition
- Unsafe Condition
- Meter Removed
- Service is off 6 months or longer
- Judgment of the Company

Service for the above address was energized and a new service account was initiated for the tenant upon receipt of the Underwriters Certificate of Inspection.

If you have any additional questions or concerns, I can be reached at 215-841-4362.

This information will be provided to the Public Utility Commission. The Public Utility Commission will notify you of their decision.

Cordially,

Deborah Shinn
Business Analyst



An Exelon Company

PECO
Customer Strategies & Support
2301 Market Street, NS-1
PO. Box 8699
Philadelphia, PA 19101-8699



DS 45 MAILED RT 080 03-10-2015

David Hatchigian
7512 Brentwood Rd
Philadelphia, PA 19151

RBTBRMP 19151

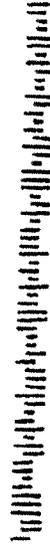
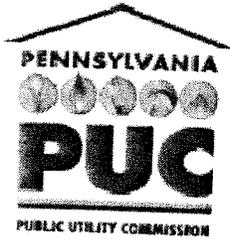


EXHIBIT 2



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:	C-2015-2477321
Description:	David Hatchigian - Answer to Formal Complaint
Transmission Date:	5/1/2015 9:18:45 AM
Filed On:	5/1/2015 9:18:45 AM
eFiling Confirmation Number:	1590350

Uploaded File List

File Name	Document Class	Document Type
David Hatchigian - Answer to Formal Complaint.pdf	Communication	Answer to Formal Complaint

PECO ENERGY
EXHIBIT 2



An Exelon Company

Legal Department
2301 Market Street / S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

May 1, 2015

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

RE: David Hatchigian v. PECO Energy Company
PUC Docket No.: C-2015-2477321

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Answer to the Formal Complaint* with regard to the matter referenced above.

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,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a stylized flourish at the end.

Shawane Lee
Counsel for PECO Energy Company

SL/ab

PENNSYLVANIA PUBLIC UTILITY COMMISSION

DAVID HATCHIGIAN

Complainant

v.

PECO ENERGY COMPANY

Respondent

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DOCKET NO. C-2015-2477321

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.

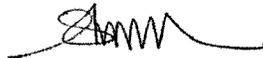
File with:

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, May 1, 2015.



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**

DAVID HATCHIGIAN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2015-2477321
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

. On April 17, 2015, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by David Hatchigian (hereafter "Complainant") in the above captioned docket. Pursuant to 52 Pa. Code § 5.61, PECO responds to the Complaint and states:

1. Admitted.
2. Admitted.
3. Admitted.
4. Unless specifically admitted herein, PECO Energy denies all material allegations of fact and conclusions of law in the instant complaint.

In his Formal Complaint, the Complainant states that he entered into a Lease Agreement with his tenant, Suenee Walker to rent the second floor apartment located at 7512 Brentwood Road, Philadelphia, PA. The Complainant states that when Ms. Walker applied for electric service, PECO advised her that the property owner needed to provide an underwriter's certificate before the company would reenergize the service because the service had been off for six months. The Complainant is requesting \$500.00 reimbursement from PECO for rent he had to

give back to his tenant and the cost of the underwriter's certificate. PECO Energy's records reveal the following:

The Complainant is the property owner/landlord for a rental property at 7512 Brentwood Rd, Philadelphia PA. There are two meters at the property designated for the first floor and second floor. The last tenant for the second floor apartment requested discontinuance effective August 18, 2014. On February 26, 2015, the Complainant's new tenant, Suenee Walker, contacted PECO to establish service on the second floor. The PECO representative advised Ms. Walker that because the electric had been off for more than six months, the company required an Underwriter's Certificate of Inspection. The representative provided Ms. Walker with the names and contact numbers for several licensed underwriters and suggested to Ms. Walker that she contact her landlord to advise him that the certificate would be required to have the service energized. On March 3, 2015, PECO received an Underwriter's Certificate of Inspection via facsimile and the company processed a connect service for Ms. Walker.

On March 4, 2015, the Complainant filed an informal complaint with the Bureau of Consumer Services ("BCS") at case number 003323044. In his complaint, the Complainant stated that he would like to see a copy of the law, tariff or statute confirming that he has to pay to have an underwriter's expense. See Case Details Report #003323044, attached hereto as Exhibit "1". The BCS Decision Report for the informal complaint is still pending.

PECO's company's policy requires an Underwriter Certificate of Inspection to protect the safety of the customer's and their property before service is energized under the following conditions: Hazardous Condition, Unsafe Condition, Meter Removed, Service is off 6 months or longer, or Judgment of the Company. Additionally, pursuant to Section 9.2 of PECO's tariff:

The Company reserves the right to refuse the introduction of service unless a written certificate of approval, satisfactory to the Company, has been received from a competent inspection agency authorized to perform this service in the specific locality in which service is to be provided.

See PECO Tariff, Section 9.2, attached hereto as Exhibit "2".

PECO avers that the company properly requested an Underwriter's Inspection Certificate consistent with Section 9.2 of the company's tariff and company policy. Accordingly, the Complainant's formal complaint should be dismissed.

5. Denied.

6. Admitted.

7. Denied.

8. Denied. PECO is without knowledge or information sufficient to form a belief as to the truth of this averment and, therefore, such allegation is deemed denied.

9. Paragraph 9 is a Verification and Signature to which no response is required.

10. Paragraph 10 contains information regarding Filing, to which no response is required.

NEW MATTER OF RESPONDENT, PECO ENERGY COMPANY

PECO Energy Company ("PECO Energy"), pursuant to 52 Pa. Code § 5.62(b), further responds to the Complaint and states:

1. In his formal complaint, the Complainant is requesting that the PUC order PECO Energy to pay him \$500.00 for out of pocket compensation arising from PECO's requirement for an Underwriter's Inspection Certificate, including \$300.00 to return ten days of rent; \$75.00 for the Underwriter's Certificate, and the remaining amount for his time.

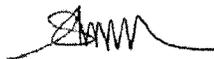
2. To the extent Complainant is requesting that the Commission order PECO Energy to reimburse him for any out of pocket expenses or damages, his request for damages should be dismissed.

3. The Commission has jurisdiction for ensuring the adequacy, efficiency, safety, and reasonableness of public utility service. 66 Pa.C.S. § 1501.

4. The Commission does not have jurisdiction to address complaints seeking monetary damages. The Commission is without the power or jurisdiction to award monetary damages for the actions of a utility company. Feingold v. Bell of Pennsylvania, 477 Pa. 1, 383 A.2d 791 (1977).

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

Respectfully Submitted,



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

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DAVID HATCHIGIAN
Complainant

v.

PECO ENERGY COMPANY
Respondent

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DOCKET NO. C-2015-2477321

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: May 1, 2015

Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DAVID HATCHIGIAN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2015-2477321
	:	
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:

David Hatchigian
2414 Township Line Road
Havertown, PA 19083-5236

Dated at Philadelphia, Pennsylvania, May 1, 2015.



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

EXHIBIT “1”



April 30, 2015

Case Details Report

BCS Case #: 003323044
Customer Name: DAVID HATCHIGIAN
Service Address: 7512 BRENTWOOD RD

BCS Bill Account #: 8888888888

Mailing Address: PHILADELPHIA, PA 19151

Home Phone: (610) 446-7257
Business Phone: () -
Business name:
Alternate contact: NO CELL

Date Case Opened: 2015-03-04
PAR Case: N
Investigator Name: BCS CASE POOL
Investigator Phone: (717) 787-0000
Service class: R
Previous case #:

Date Cut Out: 9999-12-31

Universal Service: N
Contact Type: TELEPHONE
Amount in Arrears: \$0.00

Adults: 0
Children: 0
Children Ages:
Gross Income: \$0.00
Miscellaneous Info:
NO CELL

Complaint Reason:
APPLICANT/DEPOSITS - SERVICE IS ON (# 28)

Customer Problem Description:
ELEC IS ON...JUST WOULD LIKE TO SEE COPY OF LAW TARIFF OR STATUE
CONFIRMING HE HAS TO PAY TO HAVE UNDERWRITER EXPENSE..

Company Position:
03/04/2015 MRS ROBINSON..SVC AT ADDRESS HAS BEEN OFF FOR 6 MTHS.. HAVE
TO GET AN UNDERWRITER TO COME OUT TO CHECK BEFORE SVC CAN BE
TURNED ON AT PROPERTY. CO IS NOT REQUIRED TO PAY AND CO CAN NOT SEND
REQUESTED INF.

EXHIBIT “2”

RULES AND REGULATIONS (continued)

8.2 PROCUREMENT BY CUSTOMER. Customers applying for the construction of an extension may be required to secure to, and for, the Company, all necessary and convenient rights-of-way and to pay any associated costs.

8.3 DELAYS. Applications for service from an extension to be constructed where a right-of-way is not owned by the Company will only be accepted subject to delays incident to obtaining a satisfactory right-of-way.

9. INTRODUCTION OF SERVICE

9.1 WIRING IN PROGRESS. Service-supply lines will not be installed before the time that the customer's wiring of the premises is actually in progress.

9.2 INSPECTION. The Company reserves the right to refuse the introduction of service unless a written certificate of approval, satisfactory to the Company, has been received from a competent inspection agency authorized to perform this service in the specific locality in which service is to be provided.

9.3 COMPANY'S RIGHT TO INSPECT. The Company shall have the right, but shall not be obliged to inspect, any installation before it begins to deliver electricity or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the Company's standard requirements; but such inspection, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects in the installation, wiring, or appliances, or from violation of Company rules, or from accidents which may occur upon the premises of the customer.

9.4 DEFECTIVE INSTALLATION. The Company may refuse to connect if, in its judgment, the customer's installation is defective, or does not comply with such reasonable requirements as may be necessary for safety, or is in violation of the Company's standard requirements.

9.5 UNSATISFACTORY INSTALLATION. The Company may refuse to connect if, in its judgment, the customer's equipment, or use thereof, might injuriously affect the equipment of the Company, or the Company's service to other customers.

9.6 FINAL CONNECTION. The final connection between the customer's installation and the Company's service lines shall be made by or under the supervision of a representative of the Company, except for standard single-phase secondary aerial service, in which case the customer may make the final connection in accordance with the Company's standard requirements.

9.7 NEW OR TRANSFER CUSTOMER CHARGE. When a customer's account for service is initiated or when a customer's account is transferred from one address to another address, there will be a charge of \$6.00 to cover the clerical expenses incurred by the Company. The State Tax Adjustment Clause applies to this charge.

10. COMPANY EQUIPMENT

10.1 COMPANY MAINTENANCE. The Company shall keep in repair and maintain its own property installed on the premises of the customer. (C)

10.2 CUSTOMER'S RESPONSIBILITY. The customer shall be responsible for safekeeping of the Company's property while on the customer's premises. In the event of injury or destruction of any such property the customer shall pay the costs of repairs and replacement. Any changes made to the Customer's premises after the Company completes its service and meter installation that, in the opinion of the Company, creates an unsafe condition, shall be the Customer's responsibility to pay any costs associated with remedying the unsafe condition including, but not limited to, any required protective measures and/or relocations of Company property. (C)

10.3 PROTECTION BY CUSTOMER. The customer shall protect the equipment of the Company on the premises, and shall not permit any person, except a Company employee having standard badge of the Company or other Company identification, to break any seals upon, or do any work on, any meter or other apparatus of the Company located on the customer's premises.

10.4 TAMPERING. In the event of the Company's meters or other property being tampered or interfered with, the customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for any repairs or replacements required, as well as for costs of inspections, investigations, and protective installations.

10.6 RIGHT OF ACCESS. The Company's identified employees shall have access to the premises of the customer at all reasonable times for the purpose of reading meters, and for installing, testing, inspecting, repairing, removing or changing any or all equipment belonging to the Company. In the event of an emergency, the Company shall have the right to access customer owned facilities and equipment for the purpose of restoring electric service, for the purpose of rendering the electric facilities safe and reliable, or for the purpose of reducing the likelihood of damage to the Company's facilities and equipment.

10.6 OWNERSHIP AND REMOVAL. All equipment supplied by the Company shall remain its exclusive property, and the Company shall have the right to remove the same from the premises of the customer at any time after the termination of service from whatever cause.

10.7 POLE REMOVAL OR RELOCATION REQUESTED BY RESIDENTIAL PROPERTY OWNERS. The cost for removal or relocation of distribution line poles and their associated attachments made pursuant to the request of a residential property owner who is not entitled to receive condemnation damages to cover the cost of such work shall be borne by the property owner and shall be limited to contractor, direct labor, and direct material costs incurred less maintenance expenses avoided as a result of the pole removal or relocation. The calculation of such cost for removal or relocation shall be in accordance with the Public Utility Commission Regulations - Title 52, Section 57.27.

(C) Denotes Change