



An Exelon Company

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January 29, 2016

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

RE: Vito Satiro v. PECO Energy Company
PUC Docket No.: F-2015-2510660

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Reply Exceptions of PECO Energy Company* 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, sweeping underline.

Shawane Lee
Counsel for PECO Energy Company

cc: Certificate of Service

SL/ab

REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Vito Satiro (“Complainant”) in the above-referenced matter on January 15, 2016. The exceptions were served on PECO on January 22, 2016.

On October 26, 2015, Complainant filed a formal complaint against PECO Energy. In his formal complaint, Complainant states that he owns a rental property located at 249 Broad Street, Spring City, PA. The Complainant alleges that PECO found a second floor hallway light connected to his tenant’s meter. The Complainant states that he had his electrician correct the condition within 48 hours. The Complainant requests that PECO remove a \$1,439.98 balance transferred to him arising from the foreign wiring condition and transfer it back to his tenant.

Respondent, PECO Energy filed an Answer on November 11, 2015, stating that the Complainant’s formal complaint should be dismissed pursuant to 66 Pa.C.S. §1529.1 and Ace Check Cashing, Inc. vs. Phila. Gas Works, Docket No. C-2008-2056428 (Final Order entered May 21, 2010). PECO Energy filed a Preliminary Objection on November 11, 2015, requesting dismissal of the informal complaint as the company’s actions were consistent with the law.¹

On December 22, 2015 Administrative Law Judge Joel H. Cheskis issued an Initial Decision in the matter of Vito Satiro v. PECO Energy Co., F-2015-2510660 (“Initial Decision”). The Initial Decision sustained PECO Energy’s Preliminary Objections and ordered dismissal of the formal complaint for failure to state a claim upon which relief can be granted.

¹ Complainant argues in his exceptions that PECO’s Preliminary Objections should be void pursuant to Pennsylvania Rule of Civil Procedure 1028 because PECO filed its answer the same day as it filed the Preliminary Objections. For Public Utility Commission cases, Preliminary Objections are governed by 52 Pa. Code § 5.101. Section 5.101(d) states: *Time for filing and form.* Preliminary objections shall be filed as a separate document and within the same 20 days provided for in § 5.61 (relating to answers to complaints, petitions, motions and preliminary objections). Except as provided for in subsection (e), the filing of preliminary objections may not eliminate the requirement to file an answer to the complaint or other initiating pleading. In this case, PECO filed an Answer and separate Preliminary Objection as required by the regulation within the 20 day time period. The Preliminary Objections; therefore, are not void.

ALJ Cheskis' Initial Decision is well-reasoned with ample support from the record. As detailed in the Initial Decision, the complaint does not set forth that PECO Energy violated any regulation, statute or order. Consistent with 66 Pa. C.S. § 1529.1, if foreign wiring is found at a property owner's premises, PECO Energy is required to transfer the service and the balance into the property owner's name until the condition is corrected.

The Commission should sustain the Initial Decision of ALJ Cheskis. The Complainant does not allege that the ALJ made an error of law or abused his discretion in any manner. Instead, Complainant excepts to the decision issued by ALJ Cheskis because he simply disagrees with the ALJ's decision and the foreign wiring law. In his Exceptions, the Complainant argues that the foreign wiring penalty is Draconian. The Complainant excepts to the Initial Decision because he claims he felt intimidated by PECO's high bill field investigator. The Complainant states in his exceptions that he disagrees with the foreign wiring finding particularly because it was only a "40 watt entry light" foreign load found. The Complainant also excepts to ALJ Cheskis' Initial Decision and incorrectly states that both his tenant's gas and electric bills were transferred to him.

Preliminarily, the Complainant did not plead the issues he raises in his Exceptions in his formal complaint. In his formal complaint, the Complainant admitted that he owned the rental property; there was a foreign wiring condition found; and he corrected it within 48 hours. In his exceptions, the Complainant cannot now raise additional issues that were not plead in the formal complaint. Consistent with 1-A Realty v. PPL Electric Utilities Corp., Docket Nos. F-2010-2166554 and F-2010-2166976 (Order entered April 12, 2012), the landlord shall be responsible for payment for the utility services rendered to the rental property when in a foreign load is

found. More recently, the Commission reached the same result in the matter Phong Hoang v. PECO Energy Company, Docket No. F-2013-2379929 (Final Order entered, February 27, 2014).

In Phong Hoang, the Complainant argued that he should not be responsible for his tenant's balance and requested that the PUC order PECO to transfer the tenant's balance back to the tenant. Administrative Law Judge Mary D. Long granted PECO Energy's Preliminary Objection and dismissed Mr. Hoang's formal complaint in a well-reasoned opinion wherein she stated the Complainant property owner "simply states that he does not feel that is "fair" that he is responsible for the tenant's arrearages even though a foreign load was found in the rental property." ALJ Long opined that "while it may seem that it is a harsh result where arrearages may be large and the foreign load may be small, the fact remains that Section 1529.1 mandates that the entire account balance be transferred to the landlord."

In the case at bar, PECO Energy properly transferred the utility account of the tenant including arrearages, to the Complainant's name. PECO Energy's actions are consistent with Pennsylvania law. The record clearly demonstrates that the issue of foreign wiring and the balance transfer at the Complainant's rental property has been properly decided and dismissed. As ALJ Cheskis has determined, when a utility finds foreign load, the utility is required to transfer the tenant's account, including any arrearages, into the landlord's name. See 66 Pa.C.S.A. § 1529.1. In this case, ALJ Cheskis correctly articulated in his Initial Decision:

Mr. Satiro has not averred in his Complainant any underlying issues that PECO may have violated the Public Utility Code, a Commission Order or regulation or a Commission-approved tariff that warrant a hearing. Mr. Satiro's dispute is only that he should not have to pay for electric usage the terms of the lease require the tenant to pay. That is an issue that the Commission does not have jurisdiction over but must be resolved by the Court of Common Pleas. A hearing in this case is not necessary in the public interest and therefore PECO's Preliminary Objection will be granted and Mr. Satiro's Complainant will be dismissed. Mr. Satiro may be

able to pursue his claim against his tenant in the County Common Pleas Court.

Vito Satiro v. PECO Energy Company, F-2015-2510660 (Initial Decision entered, Dec. 22, 2015).

Through his exceptions, the Complainant cannot attempt to revise current statutes and case law on the issue of 66 Pa.C.S. § 1529.1 and 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 tenant. That is a matter to be resolved in the Court of Common Pleas as it is outside the Commission's jurisdiction. ALJ Cheskis correctly concluded that the Complainant's case should be dismissed because PECO Energy acted according to the law by transferring the arrearages and account to the Complainant. Accordingly, ALJ Cheskis' decision to dismiss the Complainant's case against PECO Energy should be upheld.

For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



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