



An Exelon Company

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February 24, 2016

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 Company's Reply Exceptions* 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

cc: Certificate of Service

sl/LD

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

REPLY EXCEPTIONS OF PECO ENERGY COMPANY

**Shawane L. Lee, Esquire
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Shawane.Lee@exeloncorp.com
Counsel for PECO Energy Company**

DATE: February 24, 2016

REPLY EXCEPTIONS

PECO Energy Company (“PECO”) hereby replies to the Exceptions filed by David Hatchigian (“Complainant”) in the above-referenced matter.

On April 10, 2015, Complainant filed a formal complaint against PECO disputing the fact that PECO required an underwriter’s certificate before the company would energize service to his rental property. The Complainant alleges that the service at his rental property was off for six months; however, there were no safety or hazardous issues. The Complainant alleges as there were no safety issues, PECO does not have the right to request an underwriter’s certificate and there is no law, regulation or statute that permits the company to decline service if an underwriter certificate is not provided.

The case proceeded to a hearing before Administrative Law Judge on September 29, 2015. At the hearing, PECO argued that if service at a property is off six months or more, pursuant to Section 9.2 of the company’s tariff, an underwriter’s certificate is required to safely energize service. On January 12, 2016, Administrative Law Judge Cynthia Williams Fordham (“ALJ Fordham) issued an Initial Decision, dismissing the Complainant’s case. ALJ Fordham’s Initial Decision should be upheld.

In his exceptions, the Complainant argues that there was no unsafe or hazardous condition at his property; therefore, he should not have the expense of paying for an underwriter’s certificate and challenges the reasonableness of the tariff provision.

PECO’s company’s policy requires an Underwriter Certificate of Inspection to protect the safety of the customer 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. 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.

In this case, PECO is operating under the basis of a Commission approved Tariff, with the specific approval of the Commission. The Complainant admitted in his formal complaint and exceptions that service was off at the property for six months. PECO's right to require an underwriter's certificate if the service is off for six months or longer is contained within PECO Energy's Electric Service Tariff ("Tariff") approved by and on file with the PUC. See Section 9.2 of the Tariff Provision. The Tariff provisions approved by the PUC are prima facie reasonable. 66 Pa. C.S.A. § 316 (1999); See also, Kossman v. Pennsylvania Public Utility Commission, 694 A.2d 1147 (Pa. Cmwlth. 1997). Moreover, tariffs that have been approved by the PUC have the full force and effect of law and are binding on both the utility and its customers. Brockway Glass Co. v. Pennsylvania Utility Commission, 437 A.2d 1067 (Pa. Cmwlth. 1981).

In addition to the tariff, the requirement to obtain an underwriter's certificate for safety is in PECO's Electric Services Requirement manual (Blue Book) which is a standard upheld by the National Electric Code and the Pennsylvania Uniform Construction Code. The national standard sets a basis for safety for PECO's requirements, tariff and company policy. It is based on this national standard that PECO derived the company's policy and standards regarding safety and energizing service safely. Thus, there is a reasonable basis for PECO to require the underwriter's certificate – safety of the customer and property – based on the national standard.

At the hearing, the Complainant provided no proof that his rental property was safe after the service had been off for six months. He could not show and did not present evidence that his

property was consistent with the National Electric Code or that energizing the service would not cause a hazard or safety issue. The underwriter's certificate requirement is in place to protect such individuals as the Complainant's tenant who could have moved into the property, and once service was energized without an underwriter's inspection, a fire could start or life threatening hazard arise. The tariff provision and policy is in place to ensure safety and protect PECO's customers; therefore, it is reasonable.

The Complainant cannot demonstrate that the tariff Section 9.2 requirement for an underwriter's certificate is unreasonable. PECO has a reasonable basis for this requirement; therefore, Section 9.2 of the tariff is reasonable and justified. Accordingly, ALJ Fordham's Initial Decision dismissing the Complainant's formal complaint was proper. The Complainant's exceptions provide no grounds for overturning the Initial Decision whatsoever. Nothing in the Complainant's exceptions warrants a reversal of ALJ Fordham's decision. The Complainant's exceptions should be denied and his formal complaint dismissed.

For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision at Docket No. C-2015-2477321.

Respectfully submitted,



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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: February 24, 2016

Shawane L. Lee

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CERTIFICATE OF SERVICE

I, Shawane L. Lee, hereby certify that I have this day served a true copy of the foregoing Reply Exceptions upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**David Hatchigian
2414 Township Line Road
Havertown, PA 19083**

Dated at Philadelphia, Pennsylvania, February 24, 2016.



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