

C-2016-256 5864

December 11, 2016

Rosemary Chiavetta Secretary
Commonwealth Of Pennsylvania
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Dear Rosemary Chiavetta,

Thank you for notifying me of the needed corrections. Attached are original signatures on the pages requested.

Sincerely,



Christine McSorley
3550 Post Rd.
Huntingdon Valley, PA 19006

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

November 30, 2016

Rosemary Chiavetta, Secretary
PA. Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Dear Secretary Chiavetta,

RE: Christine McSorley vs. PECO Energy Company
EXCEPTIONS OF Administrative Judge's Initial Decision
Conclusions of Law Pg.9 Item 2 & 3 & 4, Pg. 10 Item 1, 2 & 3.
Lease Addendum
Docket No. C-2016-2565864

Dear Secretary Chiavetta,

Enclosed for filing, please find a Certificate of Service showing that I have served this day a true copy of Christine McSorley's Answers to both PECO and the Initial judgement of the Administrative judge, including documents to all parties in the above referenced proceeding.

Sincerely,

Christine McSorley





Enclosures

cc: per Certificate of Service

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11/30/2016

Docket: C-201-2565864

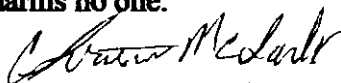
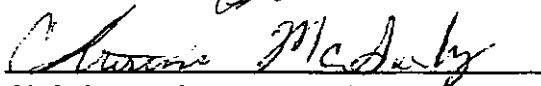
Exception to Initial Decision

With all due respect, as Landlord I must take exception to the initial ruling in this case. For one thing, there is no disagreement between the Landlord and Tenant as to responsibility for the electrical use in the area surrounding the 1st floor apartment. The first floor tenant has agreed to accept and take responsibility for any usage in those areas in question. In fact, there was a verbal agreement with this tenant, when they first moved in, noting that the basement lighting was there responsibility. As such, they placed and connected a freezer in the basement as it was too large for a location within their apartment. Since the problem all began months ago due to inadvertent electric usage by a previous tenant with a pool, which has been eliminated, an Addendum was put in place showing acceptance and more than adequate compensation* for any incidental lighting from foyer 2 lights or elsewhere within the property not metered to the 2nd floor occupant. Therefore, NO "foreign wiring".

As stated on page 5 of the Keystone Connection (2010) regarding Ace Check Cashing, the final 3 lines reasonable stated, "This approach was abandoned because it inserted the Commission into a dispute between the tenant and landlord that is best left to the courts." However, PECO personnel told us that we had to contact the PUC for resolution. My point here is that there is NO disagreement between this tenant and the landlord as to whom the utility bill should be assigned. It should not, then, be for the Utility company to inject itself into this agreement between landlord and tenant when the two principal parties (Landlord & Tenant) have no disagreement. Attached is the Addendum stating such responsibility and compensation. Henceforth, all future Leases/tenants will have similar agreements and financial accommodation regarding this issue.

Secondly, and in this particular case, since the billing has been transferred from the tenant to the landlord by PECO, the tenant is not now eligible for LIHEAP or CAP assistance. Additionally, as previously stated, if there is no disagreement between tenant and landlord, why should the landlord be required to spend an additional \$2,000 for circuitry implementation and added monthly meter equipment charges alone, then pass those expenses along to tenants, simply to satisfy the utility company or some legislation primarily aimed at illegal activity? It just does not make economic sense for either Landlord or Tenant to support this approach. All electric billing is current and being paid by the tenant to, and through, the Landlord in spite of the economic disadvantage being imposed upon the Tenant, due to the above assistance denial.

Please reconsider this decision and allow us to move forward with a plan that reassigns billing to this tenant by PECO, and harms no one.



Christine McSorley Landlord

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*Please note attachment where low energy light bulbs 15 watts each at 4.5 hours/day would cost, in this case at 7 light bulbs, \$22.33/year and what the Landlord is providing the tenant in monthly cost coverage under the Lease Addendum!

Power Usage Addendum

As part of the current Lease dated April 1, 2016, Lessees William and Elizabeth Mulcahy, first floor tenants, confirm and accept responsibility for all electrical power consisting essentially of lighting usage not directly attached to the second floor tenant metering as identified by PECO. In return for the acceptance of this addendum, the lessor Christine McSorley will lower the monthly rental by an additional fifteen dollars (\$15) per month to cover the costs associated with that electrical power usage. Therefore, starting July 1, 2016 through the end of the current Lease, the monthly Rental will be \$810/mo. plus utilities. Additionally, to compensate for what is believed to have been unintended use of electricity by the 2nd floor tenant, but billed to these Lessees, an additional one time transfer of \$102.67 to these Lessees as compensation for the apparent electrical use by that 2nd floor tenant. It is further acknowledged that this is more than sufficient accommodation by the Lessor to these Lessees for this purpose going forward, and that no retroactive claim shall be made by the Lessees. This addendum is accepted only with the condition that the dispute will no long be denied or continued by any party involved or affected by this agreement.

Lessee: William M. Mulcahy Sr Date 6-21-2016
Lessee: Elizabeth A Mulcahy Date 6-21-2016
Lessor: Christine McSorley Date 6-21-2016

Sust-itTM

Energy Saving Lighting Electricity Cost Calculator

Simply changing your bulbs to energy savers could have a dramatic effect on your electricity bills over a year. Our comparison table below compares the running cost of a conventional bulb to an energy saver. Multiply this by the number of lights in your home and work and you can see how it adds up! And you don't have the chore of changing bulbs so often.

Comparison of standard and energy saving light bulbs

USA Average Electricity - 2015

Bulb Type	Power	Cost /day*	Cost /Year	Saving
Standard	40W	2.33¢	\$8.50	
Energy Saving	8W	0.47¢	\$1.70	80.0%
Standard	60W	3.49¢	\$12.74	
Energy Saving	11W	0.64¢	\$2.34	81.7%
Standard	75W	4.36¢	\$15.93	
Energy Saving	15W	0.87¢	\$3.19	80.0%
Standard	100W	5.82¢	\$21.24	
Energy Saving	18W	1.05¢	\$3.82	82.0%

*based on 4.5 hrs. a day at the Average Electricity rate of 12.93¢/kWh (2015 tariff) for a unit of electricity.

www.sus-it.net/lighting-energy-calculator.php

v. PECO Energy Company, Docket No. C-2012-2332993 (Opinion and Order entered June 13, 2013) (Kopf).

Only after the landlord corrects the foreign wiring and the correction work is verified by the utility, must the utility transfer the account back to the name of the tenant. However, the landlord remains responsible for any arrearage on the tenant's account. Kopf; Ace Check. This rule applies even if the amount of usage attributable to foreign wiring is minimal. Kopf; Ace Check. The Complainant is, therefore, responsible for her tenant's account balance, including arrearages, as of the date of discovery of the foreign wiring plus usage until the Complainant removes the foreign wiring and the Respondent verifies the removal.

Since the Complainant's complaint does not set forth any violation of a Commission regulation, statute or order, it is legally insufficient. I will sustain the Respondent's preliminary objection and enter the following order.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this dispute. 66 Pa.C.S. § 701.
2. The Complainant's complaint fails to state a claim upon which relief can be granted. 52 Pa.Code § 5.101(a)(4).
3. The Public Utility Code requires that a public utility "shall forthwith list the account for the premises in question in the name of the owner" when a residential building contains one or more dwelling units not individually metered. 66 Pa.C.S. § 1529.1(b).
4. It is just, reasonable and in the public interest that the complaint filed at Docket No. C-2016-2565864 be dismissed without hearing. Lehigh Valley Power Committee v. Pa. Pub. Util. Comm'n, 563 A.2d 557 (Pa.Cmwlt. 1989).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the preliminary objections filed by PECO Energy Company at Docket No. C-2016-2565864 are sustained.
2. That the complaint of Christine McSorley at Docket No. C-2016-2565864 against PECO Energy Company is dismissed.
3. That the docket at Docket No. C-2016-2565864 is marked closed.

Date: November 4, 2016

/s/
David A. Salapa
Administrative Law Judge

Certificate of Service

I hereby certify that I have this day served a true copy of the foregoing document upon the parties listed below, in the manner indicated and in accordance with the requirements of 52 Pa. Code 1.54 (relating to service by party).

David A Salapa Administrative Law Judge
Commonwealth of Pennsylvania
Public Utility Commission
P.O. Box 3263
Harrisburg, PA 17105-3265

Shawane Lee
Counsel for PECO Energy Co.
2301 Market St.
P.O.Box 8699
Philadelphia, PA 19101-8699

Betty Mulcahy Tenant
3037 Tyson Ave. Apt. 1
Philadelphia, PA 19149

Richard Altopiedi
3861 Martin Rd.
Huntingdon Valley, PA 19006

Frank Wolfe
Commonwealth of Pennsylvania
Public Utility Commission
P.O. Box 3263
Harrisburg, PA 17105-3265

Office of Special Assistants (OSA)
Commonwealth of Pennsylvania
Public Utility Commission
P.O. Box 3263
Harrisburg, PA 17105-3265

Christine McSorley Landlord
Dated this 30th day of November, 2016

Christine McSorley

Christine McSorley

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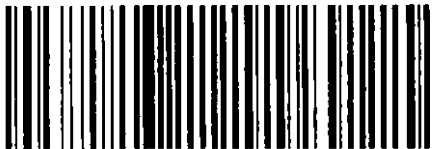
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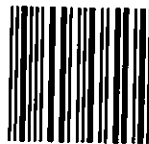
Christine McSorley
3550 Post Rd.
Huntingdon Valley, PA 19006



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Rosemary Chiavetta Secretary
Commonwealth Of Pennsylvania
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

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