

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

Direct Dial: 215-841-6841

March 9, 2017

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

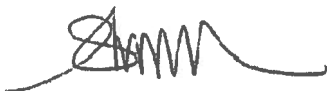
RE: Richard Dina v. PECO Energy Company
PUC Docket No.: F-2017-2592410

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Preliminary Objection of Respondent, 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,



Shawane Lee
Counsel for PECO Energy Company

SL/ab

cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RICHARD DINA	:	
Complainant	:	
v.	:	DOCKET NO. F-2017-2592410
	:	
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 9, 2017.



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**

RICHARD DINA	:	
Complainant	:	
v.	:	DOCKET NO. F-2017-2592410
	:	
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 March 8, 2017, PECO Energy was served with a formal complaint filed by Richard Dina (hereafter “Complainant”). A copy of the Complaint is attached hereto as Exhibit “1”.

2. In his Complaint, Complainant states that he owns a rental property located at 2233 Reed Street, Philadelphia, PA.

3. The Complainant states that his tenants moved into his rental property 633 Andrews Avenue, 1st Floor, Collingdale, PA.

4. The Complainant states that he informed his tenants that the basement light, hall light and sump pump were connected to their first floor meter; however, in exchange, he would allow them to store their property in the basement for no additional rent.

5. The Complainant states that he was in the process of evicting his tenants for non-payment of rent.

6. The Complainant states that his tenants filed a complaint saying their electric bills were high to stop service termination.

7. The Complainant states that PECO visited his rental property on August 9, 2016, and the company found the hallway light, basement light and sump pump connected to his tenant's meter.

8. The Complainant states that PECO transferred his tenant's balance in the amount of \$1,718.14 to him.

9. The Complainant states that he corrected the foreign wiring condition.

10. The Complainant states that the bills for the lights and sump pump are approximately \$15 per month.

11. The Complainant states that he agrees to pay his share but does not agree to pay his tenant's entire electric bill.

12. PECO Energy simultaneously filed an Answer and the instant Preliminary Objection.

13. 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).

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

15. 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

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.

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

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

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

19. 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.

20. 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).

21. 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.

22. 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).

23. The Complainant is the owner of the rental property at issue. See Exhibit "1".

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.

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

24. The Complainant avers that he is being held responsible for his tenant's balance that was transferred to him. The Complainant disputes responsibility for the balance transferred to him arising from the foreign wiring condition. See Complaint at Exhibit "1".

25. 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.

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

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

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

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

30. The Complainant does not disagree that foreign wiring was found. Indeed he admitted that he corrected the foreign wiring condition and agrees to pay for the amount he believes is attributable to the foreign wiring.

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

32. The Complainant's formal complaint simply alleges that foreign wiring was found at his property and he feels that he should not be held responsible for his tenant's balance arising from the foreign wiring because the hallway and basement lights and sump pump associated with the condition is minimal, approximately \$15 per month. In addition, the tenant's agreed to accept responsibility for the additional load on their meter in exchange for using the basement for storage at no charge.

33. Indeed, consistent with Ace Check Cashing, Inc. vs. Philadelphia Gas Works, Docket No. C-2008-2056428, the Commission cannot consider what the Complainant proposes (i.e., to determine the portion of the foreign wiring that is attributable to the hallway and basement lights and sump pump and hold the tenant responsible).

34. In Ace Check Cashing, Inc., the Commission reversed the Initial Decision in Afshari v. PPL Electric Utilities Corporation, Docket No. C-20055547 (Order entered April 9, 2008) (Afshari) relating to foreign load situations.

35. In the Commission's decision, they stated:

The key determination in *Afshari* is that, when foreign load is found, per operation of Subsection (c), the landlord shall be responsible only for the portion of the tenant's arrearage that is related to foreign load. However, Commission precedent, such as *Elizabeth Santos v. Met Ed*, Docket No. C-00967757 (Order entered August 7, 1997), holds that Subsection (c) operates to place both current bills and all arrearages in the landlord's name if the landlord failed to provide the notice required by Subsection (a). In interpreting Subsection (c), the decision in *Afshari* sought to avoid an unreasonably harsh result for the landlord in that it does not require the owner to be responsible for the tenant's potentially large arrearages, especially where the foreign load is *de*

minimus. However, the approach in *Afshari* lessens the incentive for the landlord to correct the foreign load situation that is due to a wiring, plumbing or piping problem for which the landlord is responsible. While the language in Subsection (c) can be viewed as ambiguous enough to allow some latitude for Commission interpretation, a determination that the landlord's financial responsibility for arrearages is strictly limited to the foreign load portion of the arrearage is problematic. This is because the statutory remedy for failure to provide notice provided in Subsection (c) refers back to Subsection (b) which clearly mandates that the landlord "shall thereafter be responsible for the payment for the utility services rendered [to the rental property]."

36. Further, the Complainant's formal complaint suggests that he should not be responsible for the balance attributable to the foreign wiring because his tenant agreed to have the additional load from the hallway and basement lights and sump pump connected to the tenant's meter in exchange for basement storage space at no cost.

37. 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.

38. 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.**

39. 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.

40. As stated above, the landlord shall be responsible for payment for the utility services rendered to the rental property.

41. PECO Energy properly transferred the tenant's utility account, including arrearages, to the Complainant's name.


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

43. 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
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

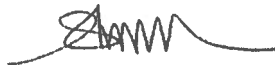
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RICHARD DINA	:	
Complainant	:	
v.	:	DOCKET NO. F-2017-2592410
	:	
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 9, 2017



Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RICHARD DINA	:	
Complainant	:	
v.	:	DOCKET NO. F-2017-2592410
	:	
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:

Richard Dina
231 Hastings Boulevard
Broomall, PA 19008

Dated at Philadelphia, Pennsylvania, March 9, 2017



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



PENNSYLVANIA
PUBLIC UTILITY COMMISSION

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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-2017-2592410
Description:	Richard Dina v. PECO Energy Company Answer to Formal Complaint
Transmission Date:	3/9/2017 2:28:32 PM
Filed On:	3/9/2017 2:28:32 PM
eFiling Confirmation Number:	1668851

Uploaded File List

File Name	Document Class	Document Type
Richard Dina - Answer.pdf	Communication	Answer to Formal Complaint

Legal Department
2301 Market Street / S23-1
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

March 9, 2017

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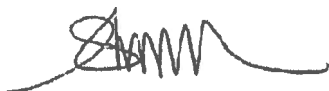
RE: Richard Dina v. PECO Energy Company
PUC Docket No.: F-2017-2592410

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy's Answer to Formal Complaint*.

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/ab
Enclosure

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RICHARD DINA	:	
Complainant	:	
v.	:	DOCKET NO. F-2017-2592410
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

On March 8, 2017, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by Richard Dina (hereafter "Complainant"). Pursuant to 52 Pa. Code § 5.61, PECO Energy responds to the Complaint and states:

1. Admitted
2. Admitted.
3. Admitted.
4. Denied. Unless specifically admitted herein, PECO Energy denies all material allegations of fact and conclusions of law in the complaint. In his Complaint, the Complainant states that his tenants moved into his rental property 633 Andrews Avenue, 1st Floor, Collingdale, PA. The Complainant states that he informed his tenants that the basement light, hall light and sump pump were connected to their first floor meter; however, in exchange, he would allow them to store their property in the basement for no additional rent. The Complainant states that he was in the process of evicting his tenants for non-payment of rent. The Complainant states that his tenants filed a complaint saying their electric bills were high to stop service termination. The Complainant states that PECO visited his rental property on August 9, 2016, and the company found the hallway light, basement light and sump pump

connected to his tenant's meter. The Complainant states that PECO transferred his tenant's balance in the amount of \$1,718.14 to him. The Complainant states that he corrected the foreign wiring condition. The Complainant states that the bills for the lights and sump pump are approximately \$15 per month. The Complainant states that he agrees to pay his share but does not agree to pay his tenant's entire electric bill.

PECO Energy's records reveal that the Complainant owns the property located at 633 Andrews Avenue, 1st Floor, Collingdale, PA. The Complainant has a tenant, Tamyrah Gardner, who established service at the premises on July 6, 2015. See Account Activity Statement, attached hereto as Exhibit "1". On August 4, 2016, Ms. Gardner complained of high bills at her residence. Accordingly, on August 9, 2016, a PECO Energy technician visited the property and found foreign wiring. Specifically, the technician found the common area hallway; basement outlets, and sump pump were connected to Ms. Gardner's meter.

On August 12, 2016, PECO connected service in the Complainant's name effective August 9, 2016, and a new account established under account number 96072-01060. See Account Activity Statement, attached hereto as Exhibit "2". PECO sent correspondence to the Complainant on August 10, 2016, advising that foreign wiring had been found. See Correspondence dated 8/10/16, attached hereto as Exhibit "3". Ms. Gardner's balance in the amount of \$1,718.14 was transferred into the Complainant's name under account number 96072-01060. See Exhibit "2". On September 1, 2016, PECO sent a Utility Company Report to Ms. Gardner advising her that foreign wiring had been found and her account was transferred to her landlord's name effective August 9, 2016. See Correspondence dated 9/1/16, attached hereto as Exhibit "4". On October 3, 2016, PECO's high bill field technician went to the property and verified that foreign wiring repairs had been completed.

On October 19, 2016, the Complainant filed an informal complaint with the Bureau of Consumer Services (“BCS”) at case number 003486291, complaining that the company had transferred his tenant’s unpaid balance to his account because foreign wiring was found. The Complainant stated that he wants to pay for the hall and outside lights found with the foreign wiring, but not the tenant’s charges. See Case Details Report #003486291, attached hereto as Exhibit “5”. On January 24, 2017, the BCS issued a Decision Report, closing the Complainant’s case as follows:

THE COMPANY CONFIRMED FOREIGN LOAD AT THE PROPERTY. THEREFORE, THE SERVICE AND TENANT’S BALANCE WAS TRANSFERRED TO THE OWNER OF THE PROPERTY PER 1529.1.

See BCS Decision Report #003486291 attached hereto as Exhibit “6”.

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.

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
P.O. Box 8699
Philadelphia, PA 19101-8699
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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.



Date: March 9, 2017

Shawane L. Lee

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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:

Richard Dina
231 Hastings Boulevard
Broomall, PA 19008

Dated at Philadelphia, Pennsylvania, March 9, 2017.



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”

TENANT

Account Number: 9607201051
 Account Name: TAMYRAH GARDNER
 Account Status: FINAL

Service Address:
 633 ANDREWS AV 1ST FL
 COLLINGDALE, PA 19023

Mail To:
 TAMYRAH GARDNER
 633 ANDREWS AVE FL 1
 COLLINGDALE, PA 19023

Current Bill: \$168.09
 Billed Prior: \$1,598.77
 Balance Due: \$0.00

Credit Amount: \$0.00
 Deposit Requested: \$0.00
 Deposit On-Hand: \$0.00
 CAP Pre-program Arrears: \$0.00
 Payment Agreement Balance: \$0.00

Account Balance: \$0.00

Rates:
 XCAP OPT C ELECTRIC RESIDENTIAL HEATING SVC

Account Transaction Activity

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	CCF	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
07/15/2015	CONNECTION CHARGE - STANDARD								\$6.00							
07/15/2015	ELECTRIC SERVICE		07/06/2015 - 07/15/2015	22837	ACTUAL	119838713	155		\$6.38	\$0.00	\$12.38	\$12.38	08/06/2015	\$12.38		\$0.00
08/10/2015		PAYMENT							-\$12.38							
08/10/2015	ELECTRIC SERVICE		07/15/2015 - 08/10/2015	24329	ACTUAL	119838713	1492		\$137.27	\$0.00	\$137.27	\$137.27	09/01/2015	\$137.27		\$0.00
08/11/2015	TRANSFER DEBIT								\$1,111.09							
09/09/2015	LATE PAYMENT CHARGE								\$2.06							
09/09/2015	ELECTRIC SERVICE		08/10/2015 - 09/09/2015	25948	ACTUAL	119838713	1619		\$158.72	\$1,250.42	\$158.72	\$1,409.14	10/01/2015	\$1,409.14		\$0.00
10/06/2015	LATE PAYMENT CHARGE								\$20.57							
10/08/2015	ELECTRIC SERVICE		09/09/2015 - 10/08/2015	27197	ACTUAL	119838713	1249		\$100.22	\$1,429.71	\$100.22	\$1,529.93	10/30/2015	\$1,529.93		\$0.00
10/19/2015		PAYMENT							-\$135.27							
10/23/2015		PAYMENT							-\$1,394.66							
10/29/2015		PAYMENT							-\$23.24							
11/06/2015	DEFERRED PAYMENT AGREEMENT								\$23.24							
11/06/2015	ELECTRIC SERVICE		10/08/2015 - 11/06/2015	28535	ACTUAL	119838713	1338		\$46.40	\$0.00	\$46.40	\$46.40	11/30/2015	\$46.40	189	\$0.00
11/23/2015		LIHEAP PAYMENT							-\$237.00							
12/07/2015		PAYMENT							-\$46.40							
12/09/2015	DEFERRED PAYMENT AGREEMENT								\$23.24							
12/09/2015	ELECTRIC SERVICE		11/06/2015 - 12/09/2015	30357	ACTUAL	119838713	1822		\$95.00	\$0.00	\$0.00	\$0.00	12/31/2015	\$0.00	470	\$0.00
01/12/2016	DEFERRED PAYMENT AGREEMENT								\$23.24							
01/12/2016	ELECTRIC SERVICE		12/09/2015 - 01/12/2016	32490	ACTUAL	119838713	2133		\$127.98	\$0.00	\$32.46	\$32.46	02/03/2016	\$32.46	587	\$0.00
02/08/2016	BILL OUT DPA								\$1,324.94							
02/11/2016	ELECTRIC SERVICE		01/12/2016 - 02/11/2016	35044	ACTUAL	119838713	2554		\$192.72	\$1,357.40	\$192.72	\$1,550.12	03/04/2016	\$1,550.12	878	\$0.00
02/12/2016		PAYMENT							-\$40.00							
02/12/2016		PAYMENT							-\$40.00							
02/12/2016		PAYMENT							-\$1,324.94							
03/11/2016	DEFERRED PAYMENT AGREEMENT								\$23.24							
03/11/2016	ELECTRIC SERVICE		02/11/2016 - 03/11/2016	37550	ACTUAL	119838713	2506		\$181.05	\$185.18	\$204.29	\$389.47	04/04/2016	\$389.47	695	\$0.00
04/11/2016	BILL OUT DPA								\$1,278.46							
04/11/2016	DEFERRED PAYMENT AGREEMENT								\$23.24							
04/11/2016	ELECTRIC SERVICE		03/11/2016 - 04/11/2016	39687	ACTUAL	119838713	2137		\$133.47	\$389.47	\$156.71	\$546.18	05/03/2016	\$546.18	439	\$0.00
04/27/2016		PAYMENT							-\$1,278.46							
04/28/2016		PAYMENT							-\$389.47							
05/10/2016	LATE PAYMENT CHARGE								\$2.00							
05/10/2016	DEFERRED PAYMENT AGREEMENT								\$23.24							
05/10/2016	ELECTRIC SERVICE		04/11/2016 - 05/10/2016	41871	ACTUAL	119838713	2184		\$224.73	\$158.71	\$247.97	\$406.68	06/01/2016	\$406.68	232	\$0.00
05/13/2016		PAYMENT							-\$157.00							
06/06/2016	BILL OUT DPA								\$1,255.22							
06/07/2016	LATE PAYMENT CHARGE								\$21.95							
06/09/2016	ELECTRIC SERVICE		05/10/2016 - 06/09/2016	43487	ACTUAL	119838713	1616		\$142.51	\$1,526.85	\$142.51	\$1,669.36	07/01/2016	\$1,669.36		\$0.00
06/13/2016		PAYMENT							-\$249.68							
06/13/2016		PAYMENT							-\$249.68							
06/13/2016		PAYMENT							-\$1,255.22							
07/06/2016	LATE PAYMENT CHARGE								\$2.14							

7

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	CCF	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days	Budget Bill Deferred Amt
07/11/2016	DEFERRED PAYMENT AGREEMENT								\$23.24							
07/11/2016	ELECTRIC SERVICE		06/09/2016 - 07/11/2016	45264	ACTUAL	119838713	1777		\$176.95	\$166.60	\$200.19	\$366.79	08/02/2016	\$366.79		\$0.00
08/08/2016	BILL OUT DPA								\$1,231.98							
08/09/2016	ELECTRIC SERVICE		07/11/2016 - 08/09/2016	46979	ACTUAL	119838713	1715		\$168.09	\$1,598.77	\$168.09	\$1,766.86	08/31/2016	\$1,766.86		\$0.00
08/09/2016	ELECTRIC SERVICE		08/09/2016 - 08/09/2016	46979	ACTUAL	119838713	0		\$168.09	\$1,598.77	\$168.09	\$1,766.86	08/31/2016	\$1,766.86		\$0.00
08/11/2016		ADJUSTMENT							-\$1,718.14							
08/11/2016		LATE CHARGE														
08/11/2016		CANCELLED							-\$48.72							

EXHIBIT “2”

Account Number: 9607201060
 Account Name: RICH DINA
 Account Status: ACTIVE

Service Address:
 633 ANDREWS AV 1ST FL
 COLLINGDALE, PA 19023

Current Bill: \$15.03
 Billed Prior: \$2,117.73
 Balance Due: \$2,132.76

Account Balance: \$2,132.76

Mail To:
 RICH DINA
 231 HASTINGS BLVD
 BROOMALL, PA 19008

Credit Amount: \$0.00
 Deposit Requested: \$0.00
 Deposit On-Hand: \$0.00
 CAP Pre-program Arrears: \$0.00
 Payment Agreement Balance: \$0.00

Rates:
 ELECTRIC RESIDENTIAL HEATING SERVICE

Account Transaction Activity

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	KWH	KW	CCF	Transaction Amount	Balance Forward	Current Charges	Amt Due	Bill Due Dt	Total Balance	Heating Degree Days
08/11/2016	ELECTRIC SERVICE									\$1,718.14						
08/12/2016	CONNECTION CHARGE - STANDARD									\$6.00						
09/08/2016	ELECTRIC SERVICE		08/09/2016 - 09/08/2016	48548	ACTUAL	119838713	1569	0		\$237.22	\$1,724.14	\$237.22	\$1,961.36	09/30/2016	\$1,961.36	
09/13/2016	LATE PAYMENT CHARGE									\$25.77						
10/05/2016	LATE PAYMENT CHARGE									\$28.28						
10/07/2016	ELECTRIC SERVICE		09/08/2016 - 10/07/2016	49209	ACTUAL	119838713	661	0		\$101.11	\$2,015.41	\$101.11	\$2,116.52	11/01/2016	\$2,116.52	
11/07/2016	ELECTRIC SERVICE		10/07/2016 - 11/07/2016	49316	ACTUAL	119838713	107	0		\$22.10	\$2,116.52	\$22.10	\$2,138.62	11/29/2016	\$2,138.62	192
11/28/2016		PAYMENT								-\$22.10						
12/08/2016	ELECTRIC SERVICE		11/07/2016 - 12/08/2016	49390	ACTUAL	119838713	74	0		\$17.70	\$2,116.52	\$17.70	\$2,134.22	12/30/2016	\$2,134.22	528
01/11/2017	ELECTRIC SERVICE		12/08/2016 - 01/11/2017	49453	ACTUAL	119838713	63	0		\$16.28	\$2,134.22	\$16.28	\$2,150.50	02/02/2017	\$2,150.50	995
01/12/2017		PAYMENT								-\$17.70						
02/10/2017	ELECTRIC SERVICE		01/11/2017 - 02/10/2017	49506	ACTUAL	119838713	53	0		\$15.03	\$2,132.80	\$15.03	\$2,147.83	03/06/2017	\$2,147.83	713
Feb 2017	End of Month Balance														\$2,147.83	
03/08/2017		PAYMENT								-\$15.07						

1-800-451-7273
 www.pennstateenergy.com

EXHIBIT “3”

August 10, 2016

Richard Dina
231 Hastings Blvd
Droomall, Pa 19008

Regarding: 633 Andrews Ave
1st Fl
Collingdale, Pa 19023

Dear Mr. Dina:

On 8-9-16 a PECO field technician visited the above referenced property in response to a high bill complaint. The technician found common areas (hallway & basement) are connected to 1st floor meter including sump pump and outlets in basement. 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,

Dave Voigtsberger
Customer Field Operations

PECO
UTILITY

3

EXHIBIT “4”



UTILITY COMPANY REPORT
Reporte De La Compania Utilidades

Date: 8/1/16	Prepared By: CHRISTOPHER KARPUK
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Name: TAMYRAH GARDNER
Service Address: 633 ANDREWS AVE, 1ST FL COLLINGDALE PA 19023
Post Office: COLLINGDALE PA 19023
Account Number: 96072-01051

Phone Home: (215) 954-1787	Phone Work:
Mailing Address: 633 ANDREWS AVE, 1ST FL COLLINGDALE PA 19023	

Problem As You Described It

On 8/4/16 you contacted our office regarding your PECO bill.

Our Response

On 8/9/16 a PECO field technician visited the above property in response to a high bill complaint. The technician found all common areas (hallways and basement – including the sump pump and basement outlets) are connected to your meter #119838713. This is known as foreign wiring.

When PECO identifies foreign wiring, Pennsylvania State Law requires the electric service 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, 68 Pa. C.S. 1529.1) Please be advised that the electric for the account in question was transferred into your landlord's name effective 8/11/16.

The balance on your account is \$0.00 as of 9/1/16. The amount due by 9/19/16 to avoid delinquency is \$0.00.

The investigation is being closed at this time. If you have any further questions, or need payment arrangements please call our Financial Care Center at 1-888-480-1533.

Cordially,
Christopher Karpuk
High Bill Field

UTILITY COMPANY REPORT

To file a Complaint

If you do not agree with this report you may file a Complaint with the Public Utility Commission (PUC). You may file a complaint by calling the PUC at 1-800-692-7380 or by writing to the following address:
Pennsylvania Public Utility Commission
P.O. Box 3285
Harrisburg PA 17105-3285
Attention: Service Termination Mediation Unit.

To protect your rights your complaint should be filed within 10 days of the date on this report and should include the following information:

1. Your name.
2. Your address.
3. The address where this service is being used.
4. Your account number.
5. Our name, PECO Energy Company.
6. A brief statement of the problem.
7. Whether a Complaint about this problem was filed with the PUC before.
8. Whether the problem was investigated and reported by us on or before the shut-off date, if any.
9. How you would like the problem to be solved.

If you file a complaint and do the things the PUC tells you to do, we will not shut off your service while they are handling your complaint.

PECO ENERGY COMPANY

If you need to talk to us, please call 1-800-494-4000, between 7:00 a.m. and 6:00 p.m., Monday through Friday, and between 9:00 a.m. and 1:00 p.m. on Saturday.

PECO Energy Company's Business Office hours are Monday through Friday, from 8:30 a.m. to 5:00 p.m. Our Business Office is located at:

2301 Market Street, Philadelphia, PA 19101

EXHIBIT “5”



March 9, 2017

Case Details Report

BCS Case #: 003486291 **BCS Bill Account #:** 9607201060
Customer Name: RICHARD DINA
Service Address: 633 ANDREWS AVE
1ST FL
COLLINGDALE, PA 19023
Mailing Address: 231 HASTINGS BLVD
BROOMALL, PA 19008
Home Phone: () -
Business Phone: (610) 359-0121
Business name: SM
Alternate contact:

Date Case Opened: 2016-10-19 **Date Cut Out:** 9999-12-31
PAR Case: N
Investigator Name: BCS CASE POOL
Investigator Phone: (717) 787-0000 **Universal Service:** N
Service class: R **Contact Type:** TELEPHONE
Previous case #: **Amount in Arrears:** \$0.00

Adults: 0
Children: 0
Children Ages:
Gross Income: \$0.00
Miscellaneous Info:

Complaint Reason:
BILLING DISPUTES (# 18)

Customer Problem Description:
CUSTOMER IS DISPUTING THAT THE CO HAS ATTACHED THE UNPAID TENANTS BILL AND ALSO CHARGES FROM A FOREIGN LOAD THAT CO FOUND. CUSTOMER CORRECTED THE PROBLEM AND FEELS HE SHOULD NOT BE STUCK WITH TENANTS UNPAID CHARGES AND WILL PAY HIS FAIR SHARE. THE CO SENT BILL IN AMOUNT OF 2100.00. CUSTOMER WANTS TO PAY FOR CHARGES FOR THE HALL AND OUTSIDE LIGHT FOUND WITH THE FOREIGN LOAD, BUT NOT THE TENANT'S CHARGES. CUSTOMER WANTS THE CHARGES REDUCED. THE CELL PHONE NUMBER (610) 804 - 7988 HAS BEEN ALLOWED TO BE SHARED.



March 9, 2017

Company Position:

LCC, LAST MONTH, CO SENT LETTER THAT CUSTOMER IS RESPONSIBLE FOR THE FOREIGN WIRING AND UNPAID TENANT'S BILL. CO WANTS 2100.00

EXHIBIT “6”

March 9, 2017

BCS Decision Report

BCS Case #: 003486291 **Open Date:** 2016-10-19
Customer Name: RICHARD DINA
Service Address: 633 ANDREWS AVE
1ST FL
COLLINGDALE, PA 19023
BCS Bill Account #: 9607201060 **Previous Case #:**
Violation Type: NO **Chapter Type:**
Decision Type: W **Section / Rule:**
Investigator Name: CLARK BERNARD

Decision Issued Date: 2017-01-24
Case Closed Date: 2017-01-24

Letter Description:
BLANK LETTER - DECISION

Total Balance:	\$2138.62	Balance Date:	2016-11-17
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 DISMISSED. THE COMPANY CONFIRMED FOREIGN LOAD AT THE PROPERTY. THEREFORE, THE SERVICE AND TENANT???'S BALANCE WAS TRANSFERRED TO THE OWNER OF THE PROPERTY PER 1529.1.