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June 20, 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 the *Reply Exceptions of PECO Energy Company*.

Very truly yours,



Shawane Lee
Counsel for PECO Energy Company

cc: Certificate of Service

SL/ab
Enclosure

REPLY EXCEPTIONS

PECO Energy Company ("PECO") hereby replies to the Exceptions filed by Richard Dina ("Complainant") in the above-referenced matter. The exceptions were served on PECO on June 19, 2017.

On March 2, 2017, Complainant filed a formal complaint against PECO. In his formal complaint, Complainant states that he owns a rental property located at 633 Andrews Avenue, Collingdale, PA. 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.

Respondent, PECO filed an Answer on March 9, 2017, 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 filed a Preliminary Objection on March 9, 2017, requesting dismissal of the informal

complaint as the company's actions were consistent with the law. PECO filed an Amended Preliminary Objection on March 23, 2017.

On May 16, 2017, Administrative Law Judge David A. Salapa issued an Initial Decision in the matter of Richard Dina v. PECO Energy. Co., F-2017-2592410 ("Initial Decision"). The Initial Decision sustained PECO's Preliminary Objections and ordered dismissal of the formal complaint for failure to state a claim upon which relief can be granted. ALJ Salapa's 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 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 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 Salapa. 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 Salapa because he claims that his tenants had an outstanding balance from another service address in the amount of \$1,111.09. Complainant states that his tenants made six payments while they were at the premises, leaving a balance from their previous service address in the amount of \$971.65. Complainant asserts the amount he should owe for foreign wiring is \$746.49.

Preliminarily, the Complainant did not raise the tenant's former address balance issue in his formal complaint but is raising the issue for the first time in his Exceptions. In his formal complaint, the Complainant admitted that he owned the rental property; there was a foreign wiring condition found; but the condition was a part of a lease agreement between the parties,

and in any event, the cost associated with the foreign load was *de minimis*. In his exceptions, the Complainant cannot now raise additional issues that were not plead in the formal complaint.

In any event, PECO transferred the amount of usage charges the Complainant's tenant incurred while at the service address. The Complainant was never held responsible for usage charges from his tenant's prior address. While residing at the Complainant's rental property, his tenant incurred \$2,059.58 in electric usage charges between July 6, 2015 and August 9, 2016 (the date foreign wiring was found). See Account Activity Statement, attached to Complainant's Exceptions. When PECO discovered the foreign wiring condition on August 9, 2016, the company transferred the \$1,718.14 balance on the tenant's account to the Complainant. This amount is less than the usage charges his tenant incurred while living at the premises. Further, while residing at the property, the Complainant's tenant paid a total of \$1,290.44 in payments between the period August 10, 2015 through June 13, 2016. Accordingly, these payments satisfied the \$1,111.09 balance transferred from the tenant's previous service address. See Account Activity Statement, attached to Complainant's Exceptions.

In the case at bar, as ALJ Salapa stated, and the Commission agreed in George Kopf v. PECO Energy Company, Docket Number C-2012 (Opinion and Order entered, June 13, 2013), when PECO finds foreign load, the company is required to transfer the tenant's account, including any arrearages, into the landlord's name. See 66 Pa.C.S.A. § 1529.1. PECO properly transferred the utility account of the tenant including arrearages, to the Complainant's name. PECO'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. To the extent any dispute regarding the financial responsibility of the parties exists, including balances arising from previous addresses, 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.

ALJ Salapa correctly concluded that the Complainant's case should be dismissed as the complaint fails to state a claim upon which relief can be granted. Accordingly, ALJ Salapa's decision to dismiss the Complainant's case against PECO 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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