

RECEIVED

OCT 25 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

EXCEPTIONS OF Dmytro V. Bova

C-2018-3002149

As complaint I failed to appear for the July 30, 2018 hearing.

The morning of the hearing I experienced pain associated with my chronic condition which prevented me from me from attending my scheduled hearing. (Please find my medical provider's letter attached). **I sincerely apologize for my inability to attend the hearing!**

The PGW requirement to eliminate foreign load has been met.

( please find invoice from my contractor attached)

The dryer in question has been inoperable for a very long time. Tenant has not and could not use the dryer as there is no power to the outlet servicing the dryer. The meter servicing the outlet has been disconnected since August,2011.

(please find PECO letter attached).

It is tenant's responsibility to pay gas pursuant to her lease. ( copy of the lease attached)

Tenant has approached me to request to transfer PGW bill in her relative's name to avoid the burden of the bill. I refused. Attached please find letter sent to the tenant and recovered text message communication with tenant.

Tenant it took upon herself to invite PGW technician to the property without any prior notice to me or any prior complaint about the foreign load from the dryer. She has not been using the dryer and could have used it.

The entire complaint on the part of the tenant eagerly supported by PGW has absolutely no merit. The amount of gas usage on the bill ( please latest bill attached) is consistent with her usage of the heater not with a possible usage of a low consuming appliance such as a dryer. Tenant has perpetrated a scheme to avoid her responsibility to pay the PGW bill.

**If the a new hearing is necessary despite evidence attached, I would be happy to attend. The only relief I am seeking is retroactive transfer of the balance to the tenant who is consuming gas at the property and whose responsibility it is to pay for it and have the bill remain in her name.**

Thank you in advance.

  
Dmytro V. Bova



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
400 NORTH STREET, HARRISBURG, PA 17120

IN REPLY PLEASE  
REFER TO OUR FILE

October 5, 2018

C-2018-3002149

Dmytro Bova  
v.  
Philadelphia Gas Works

TO ALL PARTIES:

Enclosed is a copy of the Initial Decision of the Office of Administrative Law Judge.

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Your signed Exceptions to the decision, if any, must be: 1) filed with the Secretary of the Commission, and 2) mailed or hand-delivered to each party of record, within twenty (20) days of the date of this letter.

To file Exceptions with the Secretary of the Commission, you must mail or hand-deliver them as follows:

If using U.S. Postal Service:

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

If using Overnight or Hand Delivery Service:

Secretary  
Pa. Public Utility Commission  
400 North Street  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

Or, instead of mailing or hand-delivering your Exceptions, you may electronically file them with the Secretary of the Commission. To do so, you need to establish an account on the Commission's eFiling system, which may be accessed at <http://www.puc.state.pa.us/efiling/default.aspx>. Please note that Exceptions sent to the Commission by fax or e-mail will not be accepted for filing.

In addition to filing your Exceptions with the Secretary of the Commission, a courtesy copy of your Exceptions should be e-mailed to the Commission's Office of Special Assistants (OSA) at [ra-OSA@pa.gov](mailto:ra-OSA@pa.gov). If the document is too large to e-mail, please mail or hand-deliver a copy on CD-ROM or DVD (or other data storage media), in Microsoft Word 2010 format or other compatible format to either address noted above.

Replies to Exceptions, if any, must be filed with the Secretary of the Commission and served on each party of record and the Commission's OSA, in the manner described above. They are due within ten (10) days of the date when Exceptions are due.

It is your responsibility to serve all the parties with your Exceptions and Replies to Exceptions. Failure to do so may render your filing unacceptable. A certificate of service (see format in 52 Pa. Code §1.58) shall be attached to the filed Exceptions or Replies to Exceptions.

Exceptions and Replies to Exceptions shall follow 52 Pa. Code §§5.533 and 5.535 particularly the 40-page limit for Exceptions and the 25-page limit for Replies to Exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)". Any reference to specific sections of the Administrative Law Judge's Initial Decision shall include the page number(s) of the cited section of the decision.

If no Exceptions are received, the decision of the Administrative Law Judge could become final without further Commission action. You will receive written notification if this occurs. However, even if no exceptions are received, the Commission may review and change the decision pursuant to Section 332(h) of the Public Utility Code, 66 Pa. C.S. § 332(h).

Very truly yours,

Rosemary Chiavetta  
Secretary

RS  
Enclosures  
Certified Mail  
Receipt Requested



Phone: (215) 564-4880 Fax: (215) 564-4890  
2601 Pennsylvania Avenue, Unit CU6, Philadelphia, PA 19130  
Hauptman Family Health Center  
[www.doyoulivethelife.com](http://www.doyoulivethelife.com)

July 31, 2018

To whom it may concern,

Dmytro Bova is a patient under my care. He suffers from Pelvic Floor Dysfunction and other musculoskeletal conditions. Please excuse his absence from yesterday (July 30, 2018) as he was experiencing a flare up of his condition.

For any questions please call 215-564-4880

Yours in Health,

Dr. Garret Hauptman  
Wellness Director

IT Construction, Talant Ismanaliev

2673942038

t.ismanaliev@gmail.com

# INVOICE

**BILL TO**

Dmytro Bova  
Bova Property Group LLC  
2601 Pennsylvania Ave Unit  
133  
Philadelphia, PA 19125

**INVOICE # 1169**

**DATE 02/09/2018**

**DUE DATE 03/11/2018**

**TERMS Net 30**

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ACTIVITY	QTY	RATE	AMOUNT
260 W Queen Ln, Philadelphia, PA 19144			
<b>Service</b> Owner reported a foreign load form commercial dryer. The gas feed to the dryer has been cut off and capped. The dryer has not been operational for a very long time. The is no power to the outlet servicing the washer and dryer units.	1	120.00	120.00

PAID

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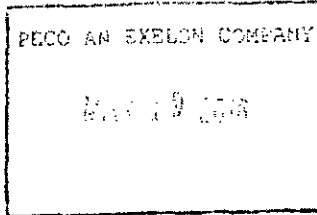
PAYMENT	120.00
BALANCE DUE	<b>\$0.00</b>



An Exelon Company

Peco  
2301 Market St, N4-2  
PO Box 8699  
Philadelphia, Pa 19101-8699

www.peco.com



March 19, 2018

**Demtro V Bova  
4844 Ogle St  
Phila Pa 19127**

**RE: 260 W QUEEN LN, PL PHILADELPHIA PA 19144**

**Dear Mr. Demtro V Bova**

**Our records indicate that the above address has been inactive since 08-10-11.**

**Sincerely,**

**Customer Consultant**

# Bova Property Group

- > President
- > [Job Title]

May 9, 2018

Norma Pinney  
Tenant  
260 W Queen Lane  
Apt.2 (2<sup>nd</sup>/3<sup>rd</sup> floors), Philadelphia PA 19144

Dear Norma:

It has come to my attention that a few month ago PWG have been contacted by you and a technician was invited to inspect the property unbeknownst to me and without prior notice or discussion.

During this appointment the complaint has been made that the gas dryer located in the basement is connected to you gas meter. Subsequently PGW has reverted your ENTIRE GAS account to landlord. This obviously includes your entire gas usage and the bill and this careless action by PGW have been disputed due to the following:

1. This is clearly an intent to avoid paying gas bill.
2. You have not made any attempt to pay gas bill since.
3. You had contacted me requesting your relative to be added to the lease complaining about the gas bill which I refused to do. This had occurred prior to the above events.
4. The dryer has not been used and therefore the entire complaint has no premise. We have evidence to support this.
5. Even if this was the case, the main heater and water heater are the main uses for the gas. Dryer would have been a fraction of the bill charges.
6. Therefore, pursuant to your lease agreement, the gas bill charges are your responsibility in its entirety.
7. The bill is attached to this letter. It is our demand that you:
  - a. Contact PGW immediately to switch account into your name voluntarily with all the charges reverted to you as per your lease!
  - b. Make arrangements to pay the bill to avoid imminent gas shut off
  - c. Seize and desist from further attempts to disrupt the process and to revert billing from you name and responsibility.

Unless these demands are met we will have no choice but to take legal action and review your tenancy at the building in addition to filing formal complaint to the appropriate authorities.

  
Sincerely, D. V. Bova

[Address 1]

[Address 2]

[City, ST ZIP Code]

[Telephone]

[Email]

[Website]



Norma Pinney

Today 10:02 AM

Good Afternoon, do u thnk u can update my lease n add my mom on there??

What's the purpose? March 9th and March 14th payments sent?

Ok thanks. I will pay the balance b 4 3/30. April's rent will b on time.

The purpose is to turn the lights off n my name, and transferred into my mom's name. The lights can't be transferred unless she's on the lease.

Yes payments was sent. The

Subject  
Text Message





Norma Pinney

The purpose is to turn the lights off n my name, and transferred into my mom's name. The lights can't be transferred unless she's on the lease.

Yes payments was sent. The balance is \$645 and that will b paid on 3/30 or sooner.

We already have an issue with PGW!  
Your balances transferred to my name which is unacceptable and will be disputed  
There can be no more games with other utilities  
I will check mailbox tomorrow

Subject

Text Message



**INFORMAL COMPLAINT DECISION  
THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

DMYTRO BOVA  
4844 OGLE STREET  
PHILADELPHIA PA 19127

DATE: 2/27/2018

BCS: 3576632

Acct. No: 229161527

V.

Philadelphia Gas Works

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**DECISION ON INFORMAL COMPLAINT BY THE PUBLIC UTILITY COMMISSION (PUC):**

**STATEMENT OF COMPLAINT:**

We received your informal complaint on 11/8/2017. In the complaint, you state that the property is at 260 W. Queen Land, 2<sup>nd</sup> Floor. This property has 2 units. The company came to the property on 9/5/2017 when the tenant advised there may be a gas foreign load and the gas dryer was attached to the tenants' line. The company transferred the balance of \$1,600.00. You state this tenant's usage was only \$40.00 a month. You will fix the foreign load but do not want to be responsible for the tenants full account balance.

**INVESTIGATION BY STAFF OF THE PUBLIC UTILITY COMMISSION FOUND THAT:**

- 1) Company records show on 8/8/2017, Ms. Pinney, tenant, filed a dispute with PGW's Dispute Resolution Unit (DRU) in regard to an alleged foreign load at the property.
- 2) Company records show on 9/6/2017, PGW was provided access to the property and discovered that the second floor was supplying gas service to a commercial washing machine and commercial dryer.
- 3) Company records show on 9/20/2017, the service was placed in the name of the landlord, Dmytro Bova, as of the date of discovery, 9/6/2017. The tenant's balance of \$1,642.32 was transferred from their account to your account # 229161527.
- 4) Landlord Tenant Act 54 of 1993 The Pennsylvania law contained in 66 Pa. C.S.A. § 1529.1 has some provisions that landlords and tenants should be aware of.

If you're an owner of an apartment building or mobile home park where the tenants are responsible for their utility bill, the law requires that each unit must be "individually metered", i.e. the meter must register the usage exclusively for that unit. If the meter also records usage for something outside the unit such as common area lighting, furnace, etc. or for another unit, the unit is considered "not individually metered" and you must notify the electric, gas, water, steam or sewage utilities. This is known as "foreign load".

- 5) Company records confirm this balance is just from this property address.
- 6) PUC records show on 2/16/2018 reviewed with Trena, under the law, the utilities are authorized and required to place the account in the landlord's name effective the date they become aware of the "foreign load". The landlord is held financially responsible for the

tenant's entire account to the date of discovery when the foreign load is transferred. This balance remains with the landlord. Once the foreign load is corrected by the landlord and is verified by the utility the account will be placed back in the tenant's name. The transferred balance is still the responsibility of the landlord. Verified the mailing address was correct and reviewed the formal process with Trena in detail. You state that the appliances were not plugged in according to the plumber. You were advised to contact the company and provide this information to them.

**BASED ON THESE FINDINGS, WE CONCLUDE THAT:**

1) Under 66 Pa. C.S.A. § 1529.1 you (the landlord) are responsible for the tenants' balance at 260 W. Queen Lane, 2<sup>nd</sup> FL, for \$1,642.32 as the landlord/owner once foreign load is found by the company.

2) Until the Foreign Load situation is corrected, and verified by the company as corrected, the service will remain in your name. *(completed)*

**THEREFORE, IT IS DECIDED THAT:**

This informal complaint is dismissed.

If you have questions about the terms of this decision or how to appeal this decision, please call us at 1-800-692-7380.

V. Forman  
Investigator



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
BUREAU OF CONSUMER SERVICES  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

2/27/2018

BCS No: 3576632

DMYTRO BOVA  
4844 OGLE STREET  
PHILADELPHIA PA 19127

Dear Dmytro Bova,

The Public Utility Commission has completed its investigation into your informal complaint. Our decision is attached. We sent a copy of this decision information to your utility company. You and the company must both follow this decision. Both parties may appeal this decision. If no one appeals, the decision will become final 20 days after the date of this letter.

If you do not agree with this decision you can appeal it by filing a formal complaint. Complete and return the attached Notification of Intent to Appeal within 20 days of the date on the form. The Commission will mail you formal complaint forms. When you complete and return the formal complaint forms, your appeal begins. The Commission will assign your complaint to the Office of Administrative Law Judge. They will contact you about your formal complaint.

You do not need a lawyer to file an appeal.

You must make all of the payments required by this decision. If you do not make these payments the utility company has the right to shut off your utility service.

Do not mail your payments to the Public Utility Commission. Mail your payments directly to your company.

If you have any questions, please call 1-800-692-7380.

Sincerely,

V. Forman  
Investigator



**PHILADELPHIA GAS WORKS**

Gas Leak Emergencies: 215-235-1212  
Billing & General Information (English & Espanol): 215-235-1000  
Access Your Account Online: www.pgworks.com

Page: 1 of 3  
Billing Date: Oct 05, 2018  
Account Number: 0229161527

**MONTHLY STATEMENT**

From Sep 04, 2018 thru Oct 03, 2018 (29 Days)

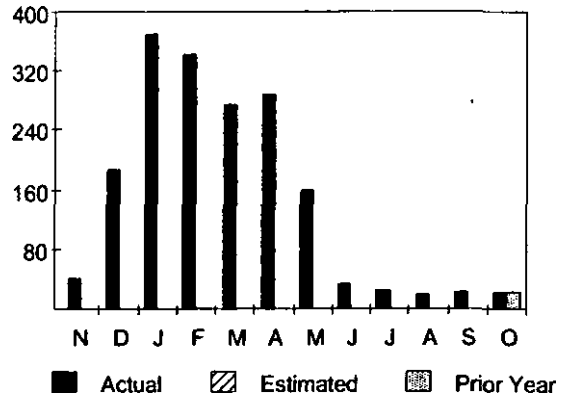
**DMYTRO BOVA**  
4844 OGLE STREET  
PHILADELPHIA PA 19127

**Billing Summary**

Past Due Amount \$4,701.51  
Current Charges \$46.17  
Adjustments \$0.35

**Total Amount Due By**  
**Oct 29, 2018** **\$4,748.03**

**Energy Usage Information**



- Average daily temperature 71.4 °F.
- Your average daily cost is \$1.59 compared to \$1.65 last year.
- For the last 12 months:
  - Your total usage is 1784 Ccf.
  - Your average monthly usage is 148.67 Ccf.

Parts & Labor Plan - Every year, thousands of Philadelphians like you are covered if an appliance fails. With a Parts & Labor Plan from PGW, you get coverage for repairs, inspections and maintenance costs on the appliances you depend on. Sign up today: pgwplp.com

We're social! Like us on Facebook.com/MyPGW, follow us on Twitter @MyPGW & connect with us on Nextdoor at nextdoor.com/mypgw

We all deserve to be warm in our homes. If you need help paying your heating bills, or have a heating emergency, the Low Income Home Energy Assistance Program (LIHEAP) may be able to help you. Call 215-235-1000 for more information. LIHEAP opens November 1, 2018.

Questions or Complaints about your bill? Please call us before the due date at 215-235-1000, or write to: PGW P.O. Box 3500, Phila., PA 19122-0050

Please return this portion with your payment.

Write your account number on your check or money order made payable to Philadelphia Gas Works



Place "X" in box for address corrections. Print corrections on reverse side.

Account Number: 0229161527  
Due Date: Oct 29, 2018  
Please Pay: \$4,748.03

Amount Enclosed: \$

040303 000000840



DMYTRO BOVA  
4844 OGLE ST  
PHILADELPHIA PA 19127-1905



Philadelphia Gas Works  
P.O. Box 11700  
Newark, NJ 07101-4700

0002291615278000000004748036



DMYTRO BOVA  
4844 OGLE STREET  
PHILADELPHIA PA 19127

Page: 3 of 3  
Billing Date: Oct 05, 2018  
Account Number: 0229161527

Meter Detail      Meter #: 01773497      Cycle #: 02      Next Meter Read: Nov 01, 2018  
Service Point ID: 9972018114

From			To			Difference	Usage (Ccf)	Conversion Factor	Total Therms
Date	Reading	Type	Date	Reading	Type				
09/04/2018	1998	Actual	10/03/2018	2019	Actual	21	21.00	1.0325	21.68

**Current Basic Charges**

SA ID# 1902109961, 260 W QUEEN LN, 2F  
Residential Heat & Domestic

Supply Charges

Commodity Charge 21 Ccf @ \$0.43397 ..... \$9.11

**Total Supply Charges** ..... \$9.11

Delivery Charges

Customer Charge @ \$13.75 ..... \$13.75

Distribution Charge 21 Ccf @ \$0.84697 ..... \$17.79

Distribution System Improvement Charge 8.7% ..... \$2.46

Distribution System Improvement Charge 7.5% ..... \$0.25

Gas Cost Adjustment @ -\$0.02911 ..... -\$0.61

**Total Delivery Charges** ..... \$33.64

CITY SALES TAX 1% OF \$42.75 ..... \$0.43

STATE/CITY SALES TAX 7% OF \$42.75 ..... \$2.99

**Total Current Billing Charges** ..... \$46.17

**Adjustment Detail**

Adjustments for SA ID # 3677315696

Late Payment Charge ..... \$0.35

**Total Adjustments** ..... \$0.35

**PGW Messages**

Effective October 1, 2018, the Distribution System Improvement Charge decreases to 7.50%, and the change will decrease the typical residential heating bill by about \$10.11 a year.

Your estimated gas price to compare is \$0.40503 per CCF. This may change in March, June, September and December.

Shopping Information Box

When shopping for Natural Gas with a Natural Gas Supplier, please provide the following:

PGW Account #: 0229161527

Service Point ID: 9972018114

Rate Class: General Ser Residential Tax

Rate Schedule: GSRT

If you are already shopping know your contract expiration date.



**Signature Page  
RESIDENTIAL LEASE**

THIS LEASE (the 'Lease') dated/executed on: **09/16/2016**

BETWEEN:

**Bova Property Group, LLC** OF THE FIRST PART (SEAL)  
(Collectively and individually the 'Landlord')

- AND -

**Norma Cyril Pinney** OF THE SECOND PART (SEAL)  
(Collectively and individually the 'Tenant')

**Waiver of Notice and Notice of one party upon another**

Tenant waives the right to be served any notice in access of 10 days to vacate in case of breach of agreement or lease default or any violation of this lease agreement including all subsequent amendments.

During the initial term of the lease and/or during the period of subsequent month to month tenancy and/or at any other time whatsoever Lessor/Landlord reserves the right to serve upon the Tenant a 30 day notice to vacate premises in the event the building is being prepared for sale, construction or any other activity that may warrant all or part of the building to be vacant as well as in the event the Landlord decides to occupy the premises or in any other event that may warrant the premises to be vacant and/or the condition of the premises or work on said premises may pose any risk to health and well being of the Tenant(s) or their guests, agents, family or visitors.

Tenant agrees to serve **60 day notice** upon Landlord prior to vacating premises after lease expiration date and during the month to month tenancy.

Landlord will serve Tenant **30 day notice** to vacate premises at any time unless, on the part of the Tenant, there is a breach of agreement or violation of any provision of this lease or any of its addenda and/or subsequent addenda and/or any or all its amendments.


In case the tenant defaults on any provision of this lease and/or in case of non-payment of rent, nuisance, unacceptable behavior of tenant and/or their guest the tenant will receive an unconditional 10 day notice to vacate premises and agrees to abide by said notice without dispute.

Tenant Initials:  (SEAL)

**Signatures**

IN WITNESS  -

And \_\_\_\_\_, tenant(s)  
Affixed their signature(s) on this 09/17/2016 (date).

X   
Bova Property Group, LLC

09/17/2016 (SEAL)  
Date

X   
Tenant Name: Norma Cyril Pinney

09/17/2016 (SEAL)  
Date

X   
Tenant Agent

9/16/16 (SEAL)  
Date

## Term

-- The term of the Lease commences at:

**12:00 PM on 10/01/2016 and ends at 12:01 AM on 10/01/2017**

-- Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon the Landlord giving the Tenant the notice required under the Act.

## Rent

-- Subject to the provisions of this Lease, the rent for the Premises is:

**\$875 per month** which includes any charge for the parking and other services and amenities - (collectively the 'Rent').

To be submitted by the first of each and every month to the Landlord's representative at:

**Bova Property Group, LLC - 4844 Ogle St, Philadelphia PA 19127**

Or at any such other place as the Landlord or their representatives may later designate. Each party is responsible for entire amount of rent as is the entire group. In the event any of the tenants leave premises the remainder of the tenants will assume responsibility for the entire rent.

## Disposition of initial funds:

Rent for the entire duration of this lease: **\$10,500**

1. **\$875 first month**
  2. **\$875 last month**
  3. **\$875 security deposit**
- TOTAL: \$2,625**

**NEXT RENT PAYMENT DUE: 11/01/2016**

Tenant Initials:  (SEAL)

## Fees

-- The Tenant will be charged an additional amount of **\$75.00** for any late Rent With ascending fee of \$15 per day thereafter until the date the entire rent amount and all fees are received by landlord at which time the accumulation of fees shall stop.

The tenant will be charged a \$50.00 fee for any insufficient funds whether as a result of insufficient check or any other insufficient financial or unfunded instrument or currency. There is **no grace period on rent payments**. Each and every payment is due on or before the first day of each and every month!

Tenant Initials:  (SEAL)

## Security Deposit

-- On execution of this Lease, the Tenant (Lessee) deposits with the Landlord a security deposit of **\$875.00** the ('Security Deposit') and of **\$300.00** pet ('Additional Security Deposit') receipt of which is acknowledged by Landlord (Lessor) as security for the faithful performance by Tenant (Lessee) of the terms hereof, to be returned to Tenant (Lessee), without interest, on the full and faithful performance by him (the Lessee) of the provisions thereof.

-- The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear or for any deduction prohibited by the Act.

-- Following the execution of this lease should the Tenant decide not to take possession of the leased premises for any reason whatsoever the security deposit is not refundable and shall be retained by Landlord.

-- During the Term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls
- repairing cuts, burns, or water damage to tile, linoleum, rugs, and other areas
- repainting required to repair the results of any other improper use or excessive damage by the Tenant
  - replacing damaged or missing doors, windows, screens, mirrors or light fixtures
  - any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for
  - unplugging toilets, sinks and drains
  - the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building
  - any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

-- The Tenant may not use the Security Deposit as payment for the Rent.

-- Within the lesser of and any time period required by the Act after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment

to: Raymond Pinney 718 691-4499

### **Noise and Disruptive Activities**

-- TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises.

-- The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

-- TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited

### **Inspections**

-- TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD, his agents or workmen shall have unlimited and unrestricted right to enter the leased premises for the purpose of inspection and retrieval of landlord's possessions stored in the basement of the building with one hour notice or in order to perform necessary repairs or assessment.

### **Signing Incentives**

-- The Landlord will give, make or perform the following signing incentives:

### **Tenant Improvements**

-- The Tenant will obtain written permission from the Landlord before doing any of the following:

- applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

- painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

- removing or adding walls, or performing any structural alterations;

- installing a waterbed(s);

- changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

- placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or placing, installing any portable heating; or placing or installing any antennae or any other exterior equipment

## Utilities and Other Charges

-- The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises:

1. Electricity
2. Gas
3. Water - water to be billed by owner and payable upon receipt without any delay regardless of the time rent is due
4. Any and all snow removal
5. Any and all lawn/yard care and weed removal ( back and front of property)
6. Any and all other personally chosen services including but not limited to cable, telephone, internet, etc.

Tenant Initials: ME (SEAL)

## Insurance

-- The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.

-- The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no liability for any such loss.

The Tenant is responsible for insuring the Premises for either damage or loss to the structure, mechanical or improvements to the building of the Premises, and the Tenant assumes liability for any such loss.

-- The Tenant is responsible for insuring the Premises for liability insurance, and is solely responsible for his or her personal possessions and that of their guests, visitors, employees, family, agent, representatives or vendors and contractors, and, the Tenant assumes liability for any such loss.

- The Tenant, therefore, **MUST** obtain renter's insurance policy with coverage effective on the inception date of the lease or the date of moving in, whichever is earlier, and this policy **MUST** contain Liability coverage of no less than \$500,000 and **MUST** name Landlord **AND** as additional interested party.

- Tenant Initials: ME (SEAL)

## Abandonment

-- If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

## Lease Contingencies

In the event the owner/Lessor needs to move in the leased premises or sell the leased premises at any time during the tenancy or prior to tenant occupying the leased premises and at any point whatsoever the owner reserves the right to do so with 15 day notice to tenant. Security Deposit in such even is still subject to law and may be withheld for damages and/or unpaid rents, etc.



## Damage to Premises

-- If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employees, family, agents, representatives, contractors, vendors or visitors, the Premises will be repaired by the Landlord in reasonable time. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, representative, contractor, vendor or visitor and the Landlord decides not to rebuild or repair the Premises, the Landlord may end this Lease by giving appropriate notice.

## Maintenance

-- The Tenant will, at their sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

-- In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.

-- Major maintenance and repair of the Premises involving anticipated or actual **costs in excess** of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

-- Where the Premises has its own sidewalk, entrance, driveway, backyard or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, sleet, snow and ice.

-- Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein and maintain the said areas to remain at all times clean, tidy and free of objectionable material including dirt, debris, sleet, snow and ice.

## Care and Use of Premises

-- The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings supplied by the Landlord.

-- Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

-- The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

-- The Tenant will keep the Premises reasonably clean.

-- The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.

-- The Tenant will not engage in any illegal trade or activity on or about the Premises.

-- The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

-- The Landlord will use reasonable efforts to maintain the Premises in such a condition as to

prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.

-- The Tenant will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence mold discovered by the Tenant.

-- The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or at the Tenant's direction without the prior, express and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Premises during the appropriate time periods.

-- If the Tenant is absent from the Premises and the Premises are unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.

-- The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

-- Boots and rubbers which are soiled or wet should be removed at the entrance to the building in which the Premises are located and taken into the Tenant's Premises.

-- At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Hazardous Materials**

-- The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company or pose any conceivable risk to the health, life or well being of the Tenant or others occupants of the building including but not limited to all other tenants, his and their respective employees, family, agents, representatives, contractors, vendors or visitors.

### **Rules and Regulations**

-- The Tenant will obey all rules and regulations posted, written or articulated in person or by telephone, internet and/or by means of any other media by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises. This includes but is not limited to any rules and regulations addenda or other such form or document signed or agreed to at the time the lease is signed or any time thereafter.

### **Lead Warning**

-- Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Lessee (Tenant) has (have) received a copy of the "Protect Your Family from Lead in Your Home" pamphlet. The said pamphlet received by tenant:

Tenant Initials  (SEAL)

### **General Provisions**

-- Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

-- All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears

-- Where there is more than one Tenant executing this Lease, all Tenants are jointly and

-- Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.

-- The Tenant will be charged an additional amount of \$45.00 for each N.S.F. check or check returned by the Tenant's financial institution. This fee applies to any type of insufficient payment made by Tenant including but not limited to Money orders, any types of checks and/or financial paper instruments, counterfeit currency or coin or insufficient electronic transfer or payment of any type.

-- The Tenant will professionally steam clean the carpets on a yearly and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

-- Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

-- This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.

-- This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

-- **Time Is Of the Essence In This Lease.**

**Any and all rent payments must be received on or before the 1<sup>st</sup> (first) of each and every month. No exceptions. All notice provisions must be adhered to exactly as specified in this lease. Landlord has right to evict under this provision. If the Time Is Of the Essence In This Lease clause is violated, the tenant is late at least 3 times in the course of the lease for more than 5 days to eviction may be filed. Tenant willingly consents to this provision.**

-- This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.

-- The Tenant will indemnify and save the Landlord, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

-- The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

-- The Tenant is responsible for any person or persons who are upon the or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

-- During the entire duration of this Lease and any period thereafter, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Premises

-- The lease is subject to all rules, regulations and bylaws of any applicable Condominium and/or Home Owner Associations.

Tenant Initials:  (SEAL)

# 100

# Express



CMPC

To: PUC

Agency: PUC

Floor:

External Carrier: FEDEX

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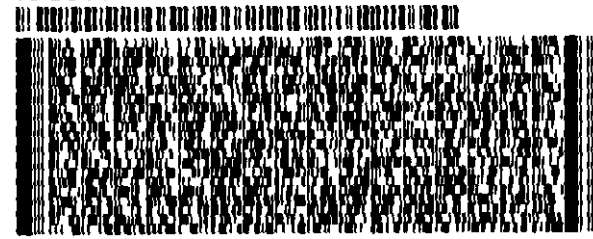
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ORIGIN ID: HARA (610) 668-4181  
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45 E CITY AVENUE  
BALA CYNWYD, PA 19004  
UNITED STATES US

SHIP DATE: 25OCT18  
ACTWGT: 0.10 LB  
CAD: 112065372/WSK13300  
BILL SENDER

TO SECRETARY  
PA PUBLIC UTILITY COMMISSION  
400 NORTH ST FL 2  
COMMONWEALTH KEYSTONE BLDG  
HARRISBURG PA 17120

(555) 555-5555 REF: DNYTRD BOVA  
INVT PKG ID: 129954 REPT:



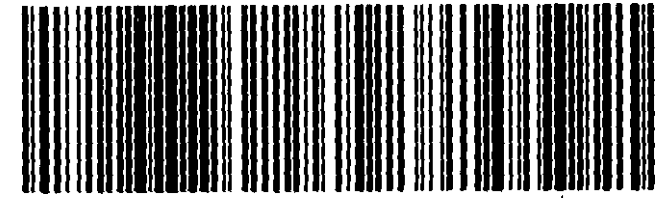
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