

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

Direct Dial: 215.841.6841

August 27, 2019

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

**RE: Green Hill Condominium Assoc. v. PECO Energy Company
PUC Docket No. C-2019-3011010**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Respondent, PECO Energy Company's Motion for Judgement on the Pleadings* 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/alb
Enclosure

cc: Honorable Darlene D. Heep, ALJ
Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GREEN HILL CONDOMINIUM ASSOC:

Complainant :

v. :

DOCKET NO. C-2019-3011010

:

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 Motion for Judgment on the Pleadings of PECO Energy Company within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to Motion for Judgment on the Pleadings, 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.

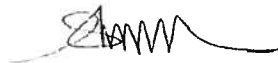
File with:

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

With a copy to:

Shawane L. Lee, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, August 27, 2019



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19103
215-841-6841
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GREEN HILL CONDOMINIUM ASSOC:

Complainant :

v. :

DOCKET NO. C-2019-3011010

:

PECO ENERGY COMPANY :

Respondent :

**RESPONDENT, PECO ENERGY COMPANY'S
MOTION FOR JUDGMENT ON THE PLEADINGS**

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code § 5.102(a) respectfully petitions this Honorable Commission to dismiss the instant Complaint for failure of the Complainant to have counsel enter an appearance and states the following:

I. PROCEDURAL HISTORY:

1. On or about June 19, 2019, Complainant, Green Hill Condominium Association, filed a Formal Complaint with the Pennsylvania Public Utility Commission (“PUC”) against PECO.

2. On June 21, 2019, the above-mentioned Formal Complaint was served on PECO. A copy of Complainant’s Formal Complaint is attached hereto as (Exhibit 1).

3. On July 11, 2019, PECO filed an Answer and New Matter to the Formal Complaint. A copy of PECO’s Answer and New Matter is attached hereto as (Exhibit 2).

4. On August 21, 2019, Administrative Law Judge Darlene D. Heep issued a Hearing Notice, which specifically states “if you are a partnership, limited liability company, corporation, trust, association, or governmental agency or subdivision, you must have an attorney licensed to practice law in the Commonwealth of Pennsylvania, or admitted *Pro Hac Vice*,

represent you in this proceeding. Unless you are an attorney, you may not represent someone else. Attorneys shall insure that their appearance is entered in accordance with the provisions of 52 Pa. Code § 1.24(b).”

5. The hearing for this matter is scheduled to take place on October 9, 2019.

II. RELEVANT FACTS:

6. The Complainant avers in the formal complaint that it has an account for electric and gas commercial service at 1001 City Avenue, Wynnewood, PA.

7. PECO avers that the Complainant is operating a commercial business at the service address and has service with the company under the non-profit corporation name Green Hill Condominium Owners Association.

8. PECO avers that the business operating at the premises is a non-profit corporation incorporated on January 26, 1981. See Department of State documents, attached hereto as (Exhibit 3).

III. LEGAL ARGUMENT

A. Standard of Review

9. The Commission’s regulations at 52 Pa. Code §5.102(a) permits any party to move for summary judgment or judgment on the pleadings after the pleadings are closed, but within such time as to not delay a hearing.

10. Under 52 Pa. Code §5.102(d)(1), the presiding officer will grant the motion if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that

there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law.

11. The moving party bears the burden of showing that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. The Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. First Mortgage Co. of Pennsylvania v. McCall, 459 A.2d 406 (Pa. Super. 1983).

12. The provision at 52 Pa. Code §5.102(c) serves judicial economy by avoiding a hearing where no factual dispute exists. If no factual issue pertinent to the resolution of the case exists, a hearing is unnecessary. Lehigh Valley Power Committee v. Pennsylvania Public Utility Commission, 563 A.2d. 557 (Pa. Cmwlth. 1989).

B. The Complainant's Complaint should be dismissed because Green Hill Condominium Association is a corporate commercial customer; and the Complainant is required to be represented by counsel.

13. The Complainant, Green Hill Condominium Association is a commercial customer operating a business at the service address at issue.

14. The Complainant is registered as a non-profit corporation in the Commonwealth of Pennsylvania on January 26, 1981. A copy of the corporate registration is attached hereto as (Exhibit 3).

15. As a commercial customer and corporation, Complainant is required to be represented by counsel in adversarial proceedings before the Commission.

16. The proceedings become adversarial at the time when respondent files an Answer. A Complaint filed by a corporation will be dismissed for failure to be represented by an attorney

in an adversarial proceeding. 52 Pa. Code §1.8; 1.21-§ 1.23; In Re: Checker Cab, 49 Pa. PUC 159, 160 (1975), Moore v. I. Berman and Cross, Inc., Pa. PUC 427, 428 (1975).

17. On July 11, 2019, PECO filed an Answer and New Matter to the Complainant's Complaint. See (Exhibit 2).

18. Once PECO filed the Answer, the current PUC matter became adversarial. See 52 Pa. Code §1.8; 1.21-§ 1.23; In Re: Checker Cab, 49 Pa. PUC 159, 160 (1975), Moore v. I. Berman and Cross, Inc.

19. On August 21, 2019, Administrative Law Judge Darlene D. Heep ("ALJ Heep") issued a Prehearing Order, specifically advising the Complainant that as a corporation, it needed to be represented by counsel and have counsel enter an appearance. The Prehearing Order states:

If you are a partnership, limited liability company, corporation, trust, association, or governmental agency or subdivision, you must have an attorney licensed to practice law in the Commonwealth of Pennsylvania, or admitted *Pro Hac Vice*, represent you in this proceeding. Unless you are an attorney, you may not represent someone else. Attorneys shall insure that their appearance is entered in accordance with the provisions of 52 Pa. Code § 1.24(b).

20. To date, the Complainant corporate commercial customer has not had counsel enter an appearance for this matter.

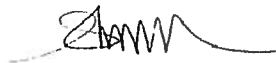
21. Accordingly, PECO requests that the Commission dismiss the Complainant's Complaint for failure to be represented by counsel.

IV. CONCLUSION

22. The Complainant has had no attorney enter an appearance; and therefore, the Complaint against PECO should be dismissed.

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission dismiss the Complainant's Complaint for Complainant's failure to have counsel enter an appearance.

Respectfully Submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(215) 841-6841
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GREEN HILL CONDOMINIUM ASSOC:

Complainant :

v. :

DOCKET NO. C-2019-3011010

:

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: August 27, 2019

Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GREEN HILL CONDOMINIUM ASSOC:

Complainant :

v. :

DOCKET NO. C-2019-3011010

:

PECO ENERGY COMPANY :

Respondent :

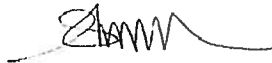
CERTIFICATE OF SERVICE

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:

Green Hill Condominium Association
Attention: Arthur Katz, General Manager
1001 City Avenue
Wynnewood, PA 19096
(via email & first class mail)

Administrative Law Judge Darlene D. Heep
Pennsylvania Public Utility Commission
801 Market Street, Suite 4063
Philadelphia, PA 19107
(via email & first class mail)

Dated at Philadelphia, Pennsylvania, August 27, 2019



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

EXHIBIT 1

Botak, Amy:(PECO)

From: eServe@pa.gov
Sent: Friday, June 21, 2019 4:40 PM
To: Lee, Shawane L:(PECO)
Cc: Botak, Amy:(PECO)
Subject: [EXTERNAL] PA PUC eServe Notice

Importance: High

Dear Shawane L Lee,

A(n) **Formal Complaint** has been served in this proceeding. This document is docketed as **C-2019-3011010**. You may view this document at [Formal Complaint](#)

You are receiving this email because you are a(n) **Respondent** for this case and have agreed to be served electronically. By selecting electronic service (eService), you have agreed that this notification constitutes valid service. Electronic service of any and all documents will be in place of paper service.

Thank You,
Public Utility Commission
Commonwealth of Pennsylvania

** Please do not respond to this automatically generated email.*

1
Exhibit # 1 PECO

3. **Type of Utility Service**

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- | | |
|--|---|
| <input checked="" type="checkbox"/> ELECTRIC | <input type="checkbox"/> WASTEWATER/SEWER |
| <input checked="" type="checkbox"/> GAS | <input type="checkbox"/> TÉLEPHONE/TELECOMMUNICATIONS (local, long distance) |
| <input type="checkbox"/> WATER | <input type="checkbox"/> MOTOR CARRIER (e.g. taxi, moving company, limousine) |
| <input type="checkbox"/> STEAM HEAT | |

4. **Reason for Complaint**

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain). Multiple power outages that caused damage to equipment and required contractors to respond and make repairs. We are requesting a review for

reimbursement of money we had to incur. Also a high gas bill that was result of unable to use alternative # 2 oil during 2018 / 2019 winter in the amount of \$70,000 dollars.

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

1. Request PECO to reduce the gas bill penalty due to the inability to switch to oil.
2. Reimbursements for power outages.

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

- c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (if known) _____

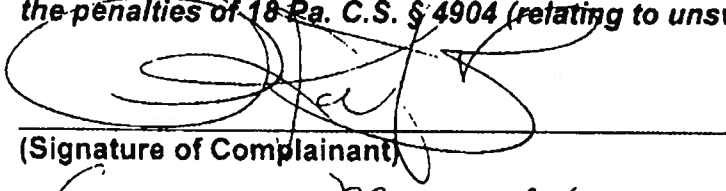
Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. **Verification and Signature**

You must sign your complaint. Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

Verification:

I Arthur Katz, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



(Signature of Complainant)

JUNE 12, 2019

(Date)

General Manager

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

10. **Two Ways to File Your Formal Complaint**

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will **not** be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

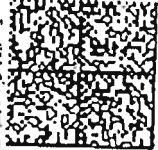
Keep a copy of your Formal Complaint for your records.



CONDOMINIUM

1001 CITY AVENUE
WYNNEWOOD, PENNSYLVANIA 19086

S JERSEY
NJ 080
17 JUN '19
PM 5 1



UNITED STATES POSTAGE
PITNEY BOWES

02 1P \$ 000.650
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MAILED FROM ZIP CODE 19096

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

17120-007999

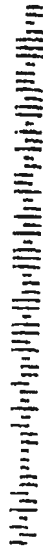


EXHIBIT 2



PENNSYLVANIA

PUBLIC UTILITY COMMISSION

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[&RESOURCES](#)

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eFiling Successfully Transmitted

Your filing has been electronically received. Upon review of the filing for conformity with the Commission's filing requirements, a notice will be issued acknowledging acceptance or rejection (with reason) of the filing. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

The date filed on will be the current day if the filing occurs on a business day before or at 4:30 p.m. (EST). It will be the next business day if the filing occurs after 4:30 p.m. (EST) or on weekends or holidays.

Print this page for your records.



Docket Number:	C-2019-3011010
Description:	Green Hill Condominium Association v. PECO Energy Company Answer and New Matter
Transmission Date:	7/11/2019 2:29:13 PM
Filed On:	7/11/2019 2:29:13 PM
eFiling Confirmation Number:	1811699

Uploaded File List

Green Hill Condo Assoc Answer and New Matter.pdf	Communication	Answer to Formal Complaint
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For filings exceeding 250 pages, the PUC is requiring that filers submit one paper copy to the Secretary's Bureau within three business days of submitting the electronic filing online. Please mail the paper copy along with copy of this confirmation page to Secretary, Pennsylvania Public Utility Commission, 400 North Street, Harrisburg, PA 17120 a copy of the filing confirmation page or reference the filing confirmation number on the first page of the paper copy.

No paper submission is necessary for filings under 250 pages.

PECO
Exhibit # 2

Legal Department
2301 Market Street / S23-1
Philadelphia PA 19103

Direct Dial 215-841-6841

July 11, 2019

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


**RE: Green Hill Condominium Association v. PECO Energy Company
Docket No. C-2019-3011010**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company's Answer and New Matter to Formal Complaint* 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

Scheduling Recommendation:

Recommended Non -Call of the Docket

SL/lid

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GREEN HILL CONDOMINIUM ASSOC.:

Complainant :

v. :

PECO ENERGY COMPANY :

Respondent :

DOCKET NO. C-2019-3011010

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 NEW MATTER of PECO Energy Company within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to NEW MATTER, 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.

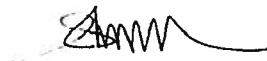
File with:

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

With a copy to:

Shawane L. Lee, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, July 11, 2019



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19103
215-841-6863
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GREEN HILL CONDOMINIUM ASSOC.:

Complainant :

v. :

PECO ENERGY COMPANY :

Respondent :

DOCKET NO. C-2019-3011010

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

On June 21, 2019, PECO Energy Company ("PECO") was served with a formal complaint filed by Green Hill Condominium Association (hereafter "Complainant") in the above captioned docket. Pursuant to 52 Pa. Code § 5.61, PECO responds to the Complaint and states:

1. Admitted.
2. Admitted.
3. Admitted.
4. Unless specifically admitted herein, PECO Energy denies all material allegations of fact and conclusions of law in the instant complaint.

In the Formal Complaint, the Complainant states that it is having a reliability, safety or quality problem with its service. The Complainant alleges multiple power outages that allegedly caused damage to equipment and required contractors to make repairs. The Complainant additionally alleges a high \$70,000 gas bill that was the result of being unable to use an oil heating source during the 2018-2019 winter. The Complainant requests reimbursement of money it had to incur for the power outages. The Complainant additionally requests that PECO reduce the gas bill penalty, which arose as a result of the Complainant's inability to switch to oil.

Preliminarily, PECO avers that the Complainant is a commercial customer operating a business at the premises. As a commercial customer, Complainant is required to be represented by counsel in adversarial proceedings before the Commission.¹ PECO Energy's records reveal the following:

The Complainant established commercial gas service at 1001 CITY LINE AVE WYNNEWOOD PA 19096 under account number 71214-00101. See Billing Statement, attached hereto as Exhibit "1".

The Complainant's gas is supplied pursuant to Rate TS-I, which is available to customers who have dual-fuel capability and who or are willing to accept interruption of gas service. Under this rate, the Complainant was required to "execute a contract specifying the maximum daily quantity (MDQ) of gas" that PECO's service and metering facilities would supply. Pursuant to PECO's Gas Tariff:

Service under this rate is made available to Customers for purposes of balancing the Company's gas demands and optimizing its daily use of pipeline supplies and is strictly within the discretion of the Company. When the available quantity of gas is inadequate to serve the needs of all Customers under this rate, the Company will impose limitations, as necessary, endeavoring to provide each Customer with the opportunity to take gas from time to time. Under normal operating conditions, a minimum of four hours notice will be given before interruptions of service. However, the notice period in emergency situations may be less than four hours. Those Customers who have dual fuel capability shall be responsible for maintaining alternate fuel equipment in good operating condition, and arranging for adequate supplies of alternate fuel. Interruptible sales are subordinate to all firm sales or firm transportation service provided by the Company.

Under this rate:

¹ The proceedings become adversarial at the time when respondent files an Answer. A Complaint filed by a corporation will be dismissed for failure to be represented by an attorney in an adversarial proceeding. 52 Pa. Code §1.8; 1.21-§ 1.23; In Re: Checker Cab, 49 Pa. PUC 159, 160 (1975), Moore v. I. Berman and Cross, Inc., Pa. PUC 427, 428 (1975). Accordingly, PECO request that the Commission establish a date certain by which Complainant is required to have an attorney enter an appearance in this matter.

Any quantity of gas taken for this service on any day of the month in excess of the MDQ specified in the contract shall constitute unauthorized overrun volume for such day, except when such excess results from fluctuations in day-to-day deliveries hereunder determined by the Company to be normal and in accordance with good operating practices. The sum of all such unauthorized volume in a month shall be billed at the following: for the period November 1 through March 31, the applicable penalty for unauthorized use is the greater of (a) \$75 per Mcf, or (b) the market rate as defined below for the cost of gas plus \$25 per Mcf. For the period April 1 through October 31, the applicable penalty for unauthorized use is the greater of (a) \$25 per Mcf or (b) the market rate as defined below for the cost of gas plus \$10 per Mcf. The resulting amount shall be paid in addition to the charges specified in this rate.

See PECO's Tariff, attached hereto as Exhibit "2".

On February 5, 2019, PECO issued a bill to the Complainant in the amount of \$85,439.52, which included a \$74,400 charge for an unauthorized use burn through penalty. PECO avers that the penalty is consistent with the Complainant's contract and PECO's Gas Service Tariff. The Complainant did not interrupt and use an alternative fuel source as required by the contract and tariff.

According to PECO Energy's records, the Complainant has had seven (7) sustained power outages in the past two years. PECO Energy avers that the outages were not due to any delay in maintenance on PECO's part. Section 12.1 of PECO Energy's Commission approved tariff provides:

12.1 LIMITATION ON LIABILITY FOR SERVICE INTERRUPTIONS AND VARIATIONS. *The Company does not guarantee continuous, regular and uninterrupted supply of service.* The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control. In all other circumstances, the liability of the Company to customers or other persons for damages, direct or consequential, including damage to computers and other electronic equipment and appliances, loss of business, or loss of production caused by any interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$1000 or two times the charge to the customer for the service affected during the period in which such interruption, reversal, spike, surge or

variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. In addition no charge will be made to the customer for the affected service during the period in which such interruption, reversal, spike, surge or variation in supply or voltage, transient voltage, or any other failure in the supply of electricity occurs. A variety of protective devices and alternate power supplies that may prevent or limit such damage are available for purchase by the customer from third parties. The Company makes no warranty as to merchantability or fitness for a particular purpose, express or implied, by operation of law or otherwise. To the extent applicable under the Uniform Commercial Code or on any theory of contract or products liability, the Company limits its liability in accordance with the previous paragraph to any Customer or third party for claims involving and including, but not limited to, strict products liability, breach of contract, and breach of actual or implied warranties of merchantability or fitness for an intended purpose.

See PECO Energy Tariff, Section 12.1.

Consistent with section 12.1 of PECO Energy's tariff, the Company cannot guarantee continuous uninterrupted service. PECO Energy proactively patrols all distribution facilities yearly, inspecting all major components for defective items. Accordingly, PECO Energy avers there are no unreasonable service reliability issues at the Complainants' premises due to any failure on PECO's part.

5. Denied.

6. Admitted.

7. Denied.

8. Denied. PECO is without knowledge or information sufficient to form a belief as to the truth of this averment and, therefore, such allegation is deemed denied.

9. Paragraph 9 is a Verification and Signature to which no response is required.

10. Paragraph 10 contains information regarding Filing, to which no response is required.

NEW MATTER OF RESPONDENT, PECO ENERGY COMPANY

PECO Energy, pursuant to 52 Pa. Code § 5.62(b), further responds to the Complaint and states:

1. The Complainant is a commercial customer operating a business at the address at issue. See attached hereto as Exhibit "1".

2. As a commercial customer, the Complainant is required to be represented by counsel in adversarial proceedings before the Commission. The proceedings become adversarial at the time when respondent files its Answer.

3. A Complaint filed by a corporation will be dismissed for failure to be represented by an attorney in an adversarial proceeding. 52 Pa. Code §1.8; 1.21-§ 1.23; In Re: Checker Cab, 49 Pa. PUC 159, 160 (1975), Moore v. I. Berman and Cross, Inc., Pa. PUC 427, 428 (1975).

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission issue a date certain for the Complainant to have counsel enter an appearance.

Respectfully Submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(215) 841-6841
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GREEN HILL CONDOMINIUM ASSOC.:

Complainant :

v. :

PECO ENERGY COMPANY :

Respondent :

DOCKET NO. C-2019-3011010

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: July 11, 2019

Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GREEN HILL CONDOMINIUM ASSOC.:

Complainant :

v. :

DOCKET NO. C-2019-3011010

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:

Green Hill Condominium Association
1001 City Avenue
Wynnewood, PA 19096

Dated at Philadelphia, Pennsylvania, July 11, 2019



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com



An Exelon Company

Legal Department
2301 Market Street / S23-1
Philadelphia, PA 19103

Direct Dial: 215-841-6841

July 10, 2019

Green Hill Condominium Association
Attn: Arthur Katz, General Manager
1001 City Avenue
Wynnewood, PA 19096

**RE: Green Hill Condominium Association v. PECO Energy Company
Docket No. C-2019-3011010**

Dear Mr. Katz:

Enclosed is a copy of PECO Energy Company's response to the formal complaint filed in the above-referenced docket. The law requires PECO Energy to file an answer to your Public Utility Commission complaint. Keep these papers for your records. This is not a decision on your complaint. PECO's response may include a New Matter, Motion or Preliminary Objection. Please note that if you do not respond to a New Matter, Motion, or Preliminary Objection an unfavorable decision may be rendered against you. Responses to New Matters and Motions must be filed within 20 days. Responses to Preliminary Objections must be filed within 10 days. If there is no New Matter, Motion or Preliminary Objection included, no response is required.

Soon, the Public Utility Commission will schedule either a settlement conference or a hearing on your complaint. The Commission will let you know by mail whether there will be a conference or a hearing and will include instructions on what to do next. If the matter is set for hearing, the notice will provide you with information about the date, time and place of the hearing. If we are unable to resolve your complaint and have to proceed with a hearing, a judge will be at the hearing and will decide your complaint. You must call the Public Utility Commission if you have any questions about the hearing or if you cannot attend the hearing.

Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a long, sweeping underline.

Shawane Lee
Counsel for PECO Energy Company

SL/ld
Enclosure

EXHIBIT “1”



Name: GREEN HILL CONDOMINIUM
Account Number: 71214-00101
Phone Number: 610-649-5800
Service Address: Gas, 1001 City Ave, Wynnewood

Emergency and Repair

800-841-4141

This is the number to call to report power outages, gas leaks or odors, and safety hazards related to PECO Equipment.

Billing Summary

Bill Date 02/05/2019

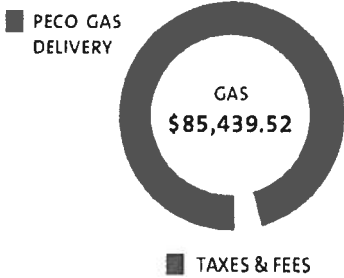
Thank you for your payment of \$4,890.79 on 01/22/2019

Current Period Charges

Gas \$85,439.52

Total New Charges \$85,439.52

Total Amount Due on 02/21/2019 \$85,439.52



PECO
2301 Market Street
Philadelphia, PA 19103
800-494-4000

General Information

Next scheduled meter reading:03/04/2019

1-800-494-4000

If you have any questions or concerns, please call 800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

peco.com/service

Customer Self Service - Manage Your Account 24/7
Start, stop and move your service

8725-02-0001970-0001-0008901

Account Representative

Your major account rep is MARGARET GANTER. If you have any questions about this bill please contact us at 215-841-6686 or by writing PECO, 2301 Market St, S10-1, Philadelphia, PA 19103-1380.

Online peco.com

In Person 2301 Market St., Philadelphia, PA 19103

By Phone 215-841-6686

Return only this portion with your check made payable to PECO. Please write your account number on your check



2301 Market Street
Philadelphia PA 19103 1380

Pay Today!

peco.com/ebill

Go paperless: receive and pay your bill online.

- Enroll in Automatic Payment. Complete form on reverse side
Pledge a donation to MEAF. Complete form on reverse side

Account # 71214-00101 877-432-9384

Pay by phone, a convenience fee will apply.

Automatic Payment Deducted on 02/21/2019 \$85,439.52

Payment Amount \$

0001970 01 AV 0 380 **AUTO T1 1 8725 19096:390299 -C02-B1-P01971-I



GREEN HILL CONDOMINIUM
1001 CITY AVE
WYNNEWOOD, PA 19096-3902



PECO - Payment Processing
PO Box 37632
Philadelphia, PA 19101-0629



PECO

712140010101000000090520000000

Meter Information

Read Dates	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier X	Total Usage
				Previous	Present			
12/31-01/31	066346425	General Service	Total Ccf	756550 Actual	763719 Actual	7,169	1	7,169

Summary of Gas Service Billing

TSF&TSI TCQ	3,860
TSF TCQ	210
TSF SSQ	210
TSF CCF	210
SSF CCF	3,340
TSI TCQ	3,650
TSI CCF	52,860
SSI CCF	5,120
Use in Month	71,690
Previous Imbalance	3,860
Unauthorized Use	9,920
TS Gas Available	63,230
Total Gas Delivered	59,370
Sum SSF&SSI	8,460

Message Center

From PECO:
0.00% estimated Gross Receipts Tax of \$0.00 included in new charges.

The amount of this bill will be automatically deducted from your bank account on February 21, 2019.

Shopping Information Box

When shopping for a competitive electric/natural gas supplier, please provide the following:

Account Number: 71214-00101
Gas Rate: Gas Transportation Svc Firm - Interruptible

If you are purchasing the energy you use from a competitive supplier, it is important to understand the terms of your contract and expiration date.

Gas Transportation Svc Firm - Interruptible

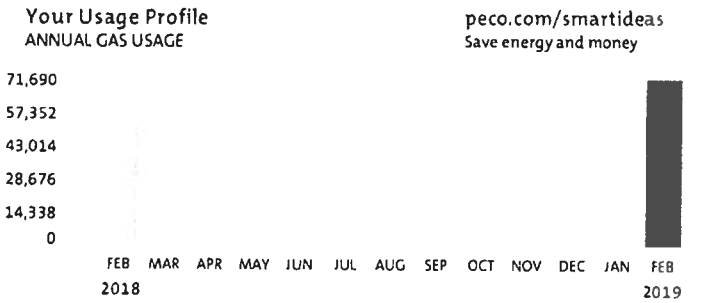
Service Period 12/31/2018 to 01/31/2019 - 31 days

PECO GAS DELIVERY				\$81,978.83
Customer Charge				260.00
Customer Charge				109.00
Commodity TSF Charge	6,510 Ccf	X 0.08297		540.13
Commodity TSI Charge	52,860 Ccf	X 0.06613		3,495.63
Balancing Charge	59,370 Ccf	X 0.00074		43.93
Standby Sales Dmd Chg	210 Ccf	X 1.77400		372.54
Standby Sales Credit	3,340 Ccf	X -0.05800		-193.72
Emerg/Unauthorized Use Charge				74,400.00
Distribution Charge	1,670 Ccf	X 0.53835		899.04
Distribution Charge	1,670 Ccf	X 0.16352		273.08
Balancing Service Charges	3,340 Ccf	X 0.02444		81.63
Distribution System Improvement Charge				346.40
Distribution IS Charge	5,120 Ccf	X 0.26390		1,351.17
GAS SUPPLY				\$3,548.96
Natural Gas Supply Charges	3,340 Ccf	X 0.38265		1,278.05
Gas Cost Adjustment Charges	3,340 Ccf	X 0.12499		417.47
Commodity IS Charge	5,120 Ccf	X 0.36200		1,853.44
TAXES & FEES				-\$88.27
Federal Tax Adjustment				-66.92
State Tax Adjustment				-21.35
Total Current Charges				\$85,439.52

8725-02-0001970-0001-0008902



Account Number: 71214-00101



Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	71,690	2,312.6	31	35
Last Month	55,490	1,790.0	31	39
Last Year	58,790	1,896.5	31	33

Avg Ccf per Month	30,582
Total Annual Ccf Usage	366,990

8725-02-0001970-0002-0008902



EXHIBIT “2”

RATE IS - INTERRUPTIBLE SERVICE

AVAILABILITY.

Interruptible sales service is available to individual Customers who have dual-fuel capability or are willing to accept interruption of gas service. The Customer must have an estimated gas consumption of at least 3,000 Mcf per month during each summer month. The summer period includes the months of April through November. For a Customer that also receives service under Rates L, TS-I, or TS-F, the 3,000 Mcf per month use requirement does not apply.

Rate GC or other firm sales services may not be used as a backup supply during periods of interruption under this rate schedule. Rate GC service may be provided through separate metering where firm service is required. Piping connections between the firm and interruptible fuel line systems are prohibited.

The Customer will be required to execute a contract specifying the maximum daily quantity (MDQ) of gas that the Company's service and metering facilities are designed to supply. The maximum hourly capacity that the Company's facilities are designed to supply shall not be more than 6.5% of the MDQ.

QUALITY OF SERVICE.

Service under this rate is made available to Customers for purposes of balancing the Company's gas demands and optimizing its daily use of pipeline supplies and is strictly within the discretion of the Company. When the available quantity of gas is inadequate to serve the needs of all Customers under this rate, the Company will impose limitations, as necessary, endeavoring to provide each Customer with the opportunity to take gas from time to time. Under normal operating conditions, a minimum of four hours notice will be given before interruptions of service. However, the notice period in emergency situations may be less than four hours. Those Customers who have dual fuel capability shall be responsible for maintaining alternate fuel equipment in good operating condition, and arranging for adequate supplies of alternate fuel. Interruptible sales are subordinate to all firm sales or firm transportation service provided by the Company.

BILLING.

FIXED DISTRIBUTION CHARGE: \$217.89 per month.

(I)

VARIABLE DISTRIBUTION AND COMMODITY CHARGES:

Prices shall be established by the Company based on the alternate fuels the Customer has the economic capability of consuming. The total of the Variable Distribution Charge and the Commodity Charge shall be no less than the applicable commodity cost of gas for the current month plus three cents, increased by the applicable gross receipts tax factor and shall be no higher than the applicable delivered price, on an equivalent BTU basis of alternate fuel.

The Company will provide the Pennsylvania Public Utility Commission with written notification of each of the prices on an unbundled basis at least eight (8) business days before the beginning of the month in which any price revision is to occur. Once established, prices will remain in effect from month to month unless changed in accordance with the above notification procedure. If there is a major change in competitive fuel prices during the month, the Company may change the Commodity Charge prices within the same upper and lower limits on notice of five working days to the Commission.

MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Charge.

METERING SEQUENCE.

Service under this rate may be supplied in combination with Rates L, TS-F or TS-I at a single point and through a single metering installation, in which case the MDQ for each rate schedule shall be specified in the contract. The Company will assume for billing purposes that metered volumes first reflect deliveries of the Contract Maximum Daily Quantity of Rate L gas, next the Firm Transportation Contract Quantity of Rate TS-F, next the Contract Quantity of Interruptible Transportation under Rate TS-I, and finally the Interruptible Gas under this rate schedule. Determination of Rate IS deliveries will be made at the end of the billing period. The number of Mcf billed under Rate L shall never be less than the number of Mcf resulting from 15 days' use of the Rate L billing demand.

STATE TAX ADJUSTMENT CLAUSE, DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), TAX CUTS AND JOBS ACT (TCJA) VOLUNTARY SURCHARGE and PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT (TARC) apply to this rate.

(I) Denotes Increase

RATE IS - INTERRUPTIBLE SERVICE - Continued

OTHER CONDITIONS.

1. Any quantity of gas taken for this service on any day of the month in excess of the MDQ specified in the contract shall constitute unauthorized overrun volume for such day, except when such excess results from fluctuations in day-to-day deliveries hereunder determined by the Company to be normal and in accordance with good operating practices. The sum of all such unauthorized volume in a month shall be billed at the following: for the period November 1 through March 31, the applicable penalty for unauthorized use is the greater of (a) \$75 per Mcf, or (b) the market rate as defined below for the cost of gas plus \$25 per Mcf. For the period April 1 through October 31, the applicable penalty for unauthorized use is the greater of (a) \$25 per Mcf or (b) the market rate as defined below for the cost of gas plus \$10 per Mcf. The resulting amount shall be paid in addition to the charges specified in this rate.

The term "market rate" shall mean the Monthly Weighted Price (MWP) which is applied to all unauthorized gas volumes. The MWP shall be calculated by first dividing the daily unauthorized usage (in Mcf) by the total monthly unauthorized usage (in Mcf) for each day of the calendar month when unauthorized usage occurs. This results in the daily weighting factor for each day of the calendar month when unauthorized usage occurs. Subsequently, each daily weighting factor is multiplied by the greater of a) the Midpoint of Transco, Zone 6 non-NY North Daily rate for such unauthorized usage day; or b) the Midpoint Texas Eastern M3 Daily rate for such unauthorized usage day as reported in the Daily Price Survey published by Platts McGraw Hill Gas Daily or its successors, resulting in a daily weighted price. (In the event that Platts McGraw Hill Gas Daily or its successors ceases to publish these two indices, PECO will propose a reasonable substitute to the Commission). All of the daily weighted prices for a particular calendar month are summed and the result is equal to the MWP.

2. Upon notification by the Customer to the Company that an emergency condition exists, the Company may, in its sole discretion, authorize the Customer to continue the use of gas during a period of interruption until such emergency condition has been corrected. The price of each Mcf of gas consumed during such emergency authorization will be increased by the difference between the applicable commodity cost used to establish the current Rate IS Commodity Charge for the Customer and the greater of:

- a. The highest incremental supply cost incurred by the Company during the period such emergency service is provided;
- b. The equivalent No. 2 oil consumer tank car price as posted in the Journal of Commerce and as determined from the average of the three highest prices at Philadelphia for the month.

The Company may require affidavits or other documentation in order to verify the cause and duration of the emergency condition sustained by the Customer. The Company may, after furnishing reasonable notice, permanently discontinue service to such Customer upon a finding by the Company that the Customer has not complied with the conditions and provisions of this rate schedule.

The revenue received for Customer emergency service which is in excess of the normal Rate IS revenue will be returned to Customers by including the revenues in the GCA of the Sales Service Costs provision.

EXTENSION OF MAIN - INSTALLATION OF SERVICE.

Each Customer shall prepay the total cost of any main extension, service installation, meter installation, or enlargement or rearrangement of existing facilities required for service under this rate schedule.

RULES AND REGULATIONS.

The Company's rules and regulations in effect from time to time where not inconsistent with any specific provisions hereof are a part of this rate schedule.

TERM OF CONTRACT.

The initial contract term shall be at least 1 year.

PAYMENT TERMS.

Standard.

RATE TCS - TEMPERATURE CONTROLLED SERVICE

AVAILABILITY

Temperature controlled service is available to individual Customers that have dual-fuel equipment with a rated input of more than 2,100,000 Btu per hour and an estimated fuel use which totals 5,000 Mcf or more during the billing months of December, January, February and March and are willing to accept interruption of service at the cut-off temperature specified by the Company.

QUALITY OF SERVICE.

Upon notification by the Company, the Customer is required to transfer load to an alternate fuel whenever the outdoor temperature is below the cut-off limit specified by the Company. Under normal operating conditions, a minimum of four hours notice will be given before interruptions of service. However, the notice period in emergency situations may be less than four hours. During August of each year the Company will notify each Customer of the cut-off temperature limit to be effective during the twelve-month period beginning September 1. Those Customers who have dual fuel capability shall be responsible for maintaining alternate fuel equipment in good operating condition, and arranging for adequate supplies of alternate fuel. Sales under this rate are subordinate to all firm sales or firm transportation service provided by the Company.

BILLING.

FIXED DISTRIBUTION CHARGE: \$125.00 per month.

VARIABLE DISTRIBUTION AND COMMODITY CHARGES:

Prices shall be established by the Company based on the alternate fuels that this Customer class has the economic capability of consuming. (I)

Monthly prices shall not exceed the sum of the end block of the Variable Distribution Charge of Rate GC, the monthly projected weighted average commodity cost of gas (WACCOG) and the Fixed Cost Credit determined in the most recent annual 1307(f) proceeding. Monthly prices shall be no less than monthly projected WACCOG and the 1307(f) Fixed Cost Credit, plus three cents. The Company will provide the Pennsylvania Public Utility Commission with written notification of the prices on an unbundled basis at least eight (8) business days before the beginning of the month in which any price revision is to occur. If there is a significant change in WACCOG during a month, the Company may change the commodity charge prices within the same upper and lower limits on notice of five working days to the Commission.

"Fixed Cost Credit" means the result derived by dividing the Company's annual projected interstate pipeline transportation and storage demand charges by its projected annual firm sales throughput as determined by reference to the Company's Section 1307(f) filing made immediately prior to the period in which the Fixed Cost Credit shall apply.

"Commodity cost of gas" shall include all purchased gas costs charged by the Company's natural gas and interstate pipeline suppliers on a volumetric or commodity basis (including but not limited to interstate pipeline fuel and the Company's company use and unaccounted for gas) and shall exclude all costs used in determining the Fixed Cost Credit.

MINIMUM CHARGE: The minimum charge per month will be the Fixed Distribution Charge.

STATE TAX ADJUSTMENT CLAUSE DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC), TAX CUTS AND JOBS ACT (TCJA) VOLUNTARY SURCHARGE and PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT (TARC) apply to this rate.

OTHER CONDITIONS.

1. The Company reserves the right to enter the Customer's premises to inspect the equipment and apparatus at any time to determine whether the Customer's equipment and the Company's equipment is properly functioning, and whether the Customer is in compliance with all the provisions of this rate.

It is the Customer's responsibility to inform the Company immediately if the Customer-owned or Company-owned control equipment does not operate properly.

2. Service under this rate may be separately supplied to a Customer who is also supplied under one or more other gas rates at the same premises, provided that each supply shall be separate and distinct with respect to delivery, metering and billing, and that no piping connections shall be made between the fuel line systems on the load side of the separate metering installation.

The Company may, in its sole discretion, permit minimal volumes of gas which would otherwise be supplied under Rate GC to flow through the Rate TCS metering where, in the Company's judgment, the cost of installing separate metering is uneconomical.

(Continued)

(I) Denotes Increase

EXHIBIT 3

Corporations ▾ Search Business Entities (corpsearch.aspx) Search UCC Transactions (uccsearch.aspx) Forms ▾
 Contact Corporations (http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx) Login (../Account/ValidateUser)
 Register (../Account/Register_account)

Search entity / Select entity / Order documents

Order Business Documents



Date: 08/16/2019

Business Name History

Name	Name Type
GREEN HILL CONDOMINIUM OWNERS ASSOCIATION	Current Name

Business Entity Details Officers

Name	GREEN HILL CONDOMINIUM OWNERS ASSOCIATION
Entity Number	723007
Entity Type	Non-Profit (Non Stock)
Status	Active
Citizenship	Domestic
Entity Creation Date	01/26/1981
Effective Date	01/26/1981
State Of Inc	
Address	1001 CITY AVE PHILA PA 19151-0 Philadelphia

Filed Documents

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