

PUC

August 1, 2019

P.O.BOX 3265

Harrisburg, PA 17105-3265

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AUG 26 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

TO ALL PARTIES

We received your latest correspondence of July 25, 2019 concerning Glenn DeHaven v. Peco Energy Company Docket No. C-2017-2585680, response letter of March 18 2019 and state the following;

- 1) PECO and the PUC did not follow Title 66 1529.1 or their own guidance concerning our complaint.(attached)
- 2) PECO and the PUC allowed an evicted tenant to avoid paying electric for 10 months and willfully punished the DeHavens knowing they would not get the monies for electric used by the evicted tenant from the evicted tenant.
- 3) PECO and the PUC use PECO lawyers to twist statues to benefit PECO and not the law abiding Citizens who pay the lawyers thru the monopoly rates.
- 4) PECO and the PUC are not consistent when and how they follow the statues enacted to protect the Citizens.

We have paid PECO the evicted tenant's electric usage along with the ridiculous interest charges. We have elected officials that are responsible to ensure that the laws created are properly enacted and followed and have no intention to go back and forth with your lawyers. This case shows at best a discriminatory bias towards the DeHavens and a possible level of collusion between the utility and the PUC.

As stated in our last correspondence we ask for an independent review of this case.

[Signature] 8/14/2019

Maureen DeHaven 8/14/2019

Glenn and Maureen DeHaven

180 Hibernia rd

Coatesville, PA 19320

Cc IG.Bruce R Beemer, Senator Katie J Muth, Hon.Danielle Friel Otten

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Section 3. Title 66 is amended by adding a section to read:

→ § 1529.1. Duty of owners of rental property.

(a) Notice to public utility.--It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes.

(b) History of account.--Upon receipt of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.

(c) Failure to give notice.--Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

Section 4. Sections 1531(c), 1532 and 1533 of Title 66 are amended to read:

§ 1531. Retaliation by landlord prohibited.

(a) Prohibition of retaliation.--The receipt of any notice of

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thereafter there·af·ter

Use **thereafter** in a sentence

DEFINITIONS

~~Thereafter is defined as from that point on, or going forward.~~

An example of thereafter is coming to a conclusion or a final decision about a situation that has already occurred.

Your Dictionary definition and usage example. Copyright © 2012 by LoveToKnow Corp.

thereafter

1. after that; from then on; subsequently
2. ARCHAIC
accordingly

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Foreign Load Case Decided

PPL consumers reported that three light bulbs, which were located in a common area of the rental property where they lived, were being charged to their electric meter. When a ratepayer's meter registers usage for utility service provided for use in a common area of a building, such as hallway lighting, this is called "foreign load." Upon determining that the consumers/tenants were correct about the foreign load, PPL transferred their entire bill (including an unpaid balance) to the landlord's account. In this particular case (Docket No. C-20055547), the landlord corrected the foreign load problem a month after it was discovered and had the three light bulbs moved to their own meter. The landlord then filed a formal complaint against PPL objecting to the transfer of the tenant's entire household bill that accrued prior to the foreign load discovery.

After hearing, the PUC's administrative law judge (ALJ) determined that, under 66 Pa. C.S. § 1529.1(b), the transfer of the entire balance to the landlord's account was appropriate and that the landlord was responsible for paying the entirety. The ALJ also faulted PPL for allowing the tenants to accrue a balance exceeding \$1,000 and assessed the company a civil penalty of \$700.

PPL filed exceptions to the ALJ's decision, and by order entered on Aug. 15, 2007, the PUC reversed the ALJ's decision. In so ruling, the Commission determined that subsection 1529.1(b) of the Code is silent as to who has the responsibility for payment of any unpaid balance due for usage prior to the discovery of foreign load. Rather, the statute requires that once foreign load is identified, the utility must list the account in the name of the owner and "[t]he owner shall thereafter be responsible for the payment for the utility services rendered thereunto." 66 Pa. C.S. § 1529.1(b). The PUC interpreted this provision as limiting the scope of the owner/landlord's obligation for payment on the account after the discovery of foreign load.

The amount of electricity used by the three light bulbs was deemed inconsequential when compared with an arrearage accumulated over a 13-month period; therefore, the PUC found that holding the landlord responsible for a tenant's entire past due balance was insupportable. Permitting a tenant to walk away from thousands of dollars in utility service that he or she consumed was viewed by the PUC as inconsistent with Chapter 14 (Responsible Utility Consumer Protection Act) of the Public Utility Code, 66 Pa. C.S. §§ 1401, et seq.

Additionally, the Commission concluded that the civil penalty against PPL was not merited because the utility had properly pursued collection on the account.



Second Solicitation Held for Suppliers to PPL's Competitive Bridge Plan

On Aug. 2, 2006, PPL petitioned the PUC for approval of a plan for acquisition of Provider of Last Resort (POLR) supply service as a one-year "bridge" between the expiration of its POLR rate caps on Dec. 31, 2009, and a fully competitive, statewide market beginning Jan. 1, 2011.

Under the Competitive Bridge Plan (CBP), PPL proposed a three-year competitive procurement program beginning in 2007 for POLR supply in 2010. The CBP was approved by the Commission's final order entered on May 17, 2007.

The basic structure for residential and small commercial and industrial (C&I) POLR service is that PPL will undertake a series of six solicitations over three years to develop the POLR price separately for the residential and small C&I classes.

For large C&I customers that express an interest in a fixed rate option, PPL will conduct a single solicitation for fixed price service for the large C&I customers in October 2009. Those large C&I customers would then be given 30 days to "opt in" to the fixed price for 2010, or default to real-time hourly service for 2010.

On July 26, 2007, the PUC approved suppliers' contracts for 850 megawatts of generation PPL will need for 2010. The winning suppliers from this first solicitation were selected from seven competitive bidders.

The PUC approved suppliers' contracts for an additional 850 megawatts of generation PPL will need for 2010, on Oct. 4, 2007. The winning suppliers from this second solicitation were selected from nine competitive bidders. The average generation supply prices from the second solicitation, including gross receipts tax and adjustment for line losses, were \$105.08 per megawatt-hour for residential customers and \$105.75 per megawatt-hour for small C&I customers.

Combining the results of both solicitations, the average generation supply price for residential customers is \$103.43 per megawatt-hour (10.343 cents per kWh) and \$105.43 per megawatt-hour (10.543 cents per kWh) for small C&I customers. If these prices remain the same for the following four purchases, the average residential customer's monthly bill (1,000 kilowatt-hours per month) would increase by about 34.5 percent, while small C&I bills would increase approximately 22.8 percent to 42.2 percent.

PUC

March 18, 2019

P.O. BOX 3265

Harrisburg, PA 17105-3265

C-2017-2585680

Dear Commissioners

We received your opinion and order in February of 2019 C-2017-2585680 and totally disagree with your order.

- 1) Be advised we never replied to PECO exceptions because we did not know we had to. They were received while Glenn was deployed with FEMA to Houston, TX.
- 2) We were never notified that the Commissioners were going to review this case at a Public meeting. If so, Maureen or Glenn would have been present.
- 3) How is it fair that a bad tenant(evicted) can reside at a \$660,000 single-family property for \$1,200 a month and never pay an electric bill for 10 months?

The tenant gamed the system and PECO was a willing participant to be paid for the electric used.

I ask for an independent review of this case.

In the meantime, we will pay PECO as ordered by the PUC. Why? Because we have no choice, they are a monopoly.


Glenn and Maureen DeHaven



180 Hibernia rd

Coatesville, PA 19320

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