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September 3, 2021

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

**RE: David Hatchigian v. PECO Energy Company**  
**PUC Docket No. C-2020-3021199**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the *Exceptions of PECO Energy Company*.

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,



Khadijah Scott, Esquire  
Assistant General Counsel, Exelon BSC  
Encl.

Cc: David Hatchigian (via email)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>DAVID HATCHIGIAN</b>	:	
<b>Complainant</b>	:	
	:	
v.	:	<b>DOCKET NO. C-2020-3021199</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

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**EXCEPTIONS OF  
OF PECO ENERGY COMPANY**

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Pursuant to 52 Pa Code § 5.533, PECO Energy Company (“PECO”) hereby files its Exceptions to the Initial Decision (“I.D.”) of Administrative Law Judge Darlene Heep (“ALJ Heep”) issued on August 16, 2021, in the above-referenced matter and states the following:

**I. Background**

In April 2015, under Docket No. C-2015-2477321, Complainant filed a formal complaint against PECO disputing the fact that PECO required an underwriter’s certificate before the company would energize service to his rental property. The Complainant alleged that the service at his rental property was off for six months; however, there were no safety or hazardous issues. The Complainant alleged as there were no safety issues, PECO did not have the right to request an underwriter’s certificate and there is no law, regulation or statute that permits the company to decline service if an underwriter certificate is not provided. The Complainant’s case was dismissed. In 2016, the Complainant unsuccessfully litigated this matter in Municipal Court and has thereafter filed Four (4) Amended Complaints. The Superior Court of Pennsylvania, 142 EDA 2018, reviewed the Appeal from the Order entered December 18, 2017 in the Court of Common Pleas of Philadelphia County, Civil Division, at August 2016 No. 16080065. The Order was vacated and remanded for entry of an Order transferring the case to the Public Utility Commission.

The Complainant appealed that Order with the Supreme Court of Pennsylvania, No. 442 EAL 2019, which was denied. On July 16, 2020, the Complainant refiled his Fourth Amended Complaint with the Public Utility Commission under the current Docket No. C-2020-3021199.

The case proceeded to a hearing before ALJ Heep on January 6, 2021 and a Further Hearing was held on May 5, 2021. At the hearing, PECO argued that if service at a property is off six months or more, pursuant to its company tariff, Section 9.2, Introduction of Service, an underwriter's certificate is required to safely energize service. On August 16, 2021, ALJ Heep issued an Initial Decision ("I.D."), finding in favor of the Complainant's claim that PECO's application of the underwriter's certificate policy pursuant to Tariff Section 9.2 was unreasonable and dismissed the Complainant's direct challenge of the reasonableness of Tariff Section 9.2 itself under the doctrine of res judicata. The Complainant's claim of inadequate shut off notice was also dismissed for failure to meet his burden of proof.

PECO respectfully requests that the Commission overturn the holding in the *Hatchigian* I.D. that PECO's application of the underwriter's certificate policy pursuant to Tariff Section 9.2 was unreasonable.

## II. Argument

### A. PECO properly applied its underwriter's certificate requirement pursuant to Tariff Section 9.2, Introduction of Service

PECO's company policy requires an Underwriter Certificate of Inspection to protect the safety of the customer and their property before service is energized under the following conditions: Hazardous Condition, Unsafe Condition, Meter Removed, *Service is off 6 months or longer*, or Judgment of the Company. Pursuant to Section 9.2, Introduction of Service, of PECO's tariff:

The Company reserves the right to refuse the introduction of service unless a written certificate of approval, satisfactory to the Company, has been received from a competent inspection agency authorized to perform this service in the specific locality in which service is to be provided.

#### PECO Tariff 9.2, Introduction of Service

PECO's right to require an underwriter's certificate if the service is off for six months or longer is contained within PECO Energy's Electric Service Tariff approved by and on file with the PUC. *See*, Section 9.2 of the Tariff Provision. The Tariff provisions approved by the PUC are prima facie reasonable. 66 Pa. C.S.A. § 316 (1999); *See also*, Kossman v. Pennsylvania Public Utility Commission, 694 A.2d 1147 (Pa. Cmwlth. 1997).

On August 18, 2014, PECO's customer of record, Monda Mwaya, requested the disconnection of service at 7512 Brentwood Rd., 2<sup>nd</sup> Fl., Philadelphia, PA 19151. On February 26, 2015, Suenee Walker, requested service to be placed in her name at 7512 Brentwood Rd., 2<sup>nd</sup> Fl., Philadelphia, PA 19151. The customer service representative explained to Ms. Walker that an underwriter's certificate was required because the service at the requested location had been disconnected for more than six (6) months. At the hearing, PECO produced evidence that its records reflected that on August 8, 2014, the meter for Monda Mwaya was disconnected. Thereafter, the meter registered zero (0) usage and was listed as inactive status. PECO's records reflected that there was no customer of record in PECO's system for this address. *See*, Late Filed Exhibit 4. PECO requested an underwriter's certificate from Suenee Walker in February 2015 because the service had been deenergized for more than six (6) months. PECO's records reflected that service has been disconnected, that zero usage registered on the meter, that the meter was listed as inactive and that there was no customer of record, it must therefore, conclude that the service had been deenergized. It had no evidence to suggest otherwise. The Complainant and I.D.

both cite the May 18, 2016, termination of service for the second (2<sup>nd</sup>) floor apartment as evidence that the service was energized at the property. The ID states:

Further, the substantial evidence established that the service address was energized at the time of the shut off on May 18, 2016. The Complainant's credible testimony was that both apartments were energized on May 18, 2016, the day the service was shut off, and that he received calls from tenants in both apartments when the service was shut off. Tr. at 14-15, 120-121.

I.D. at 16.

PECO does not dispute that it shut off the electric service to the second (2<sup>nd</sup>) floor of the property on May 18, 2016. However, PECO does dispute that this is evidence that is applied its Tariff 9.2 requirement in an unreasonable manner. There are two separate apartments at issue, the first (1<sup>st</sup>) and second (2<sup>nd</sup>) floor. The service termination which occurred in May 2016 to the second (2<sup>nd</sup>) floor apartment is of no moment. The termination notice was addressed to PECO's then customer of record Suenee Walker for non-payment. However, the underwriter's certificate for the 1<sup>st</sup> floor apartment was requested because the service had been deenergized from August 8, 2014 to February 26, 2015, not May 2016. Thus, pursuant to the Tariff 9.2, Introduction of Service, an underwriter's certificate was properly requested for the second floor in March 2015. The underwriter's certificate is dated March 1, 2015. *See*, PECO Exhibit 2. Thus, a service termination which occurred to the second (2<sup>nd</sup>) floor in May 2016, over one (1) year after the underwriter's certificate was requested, is irrelevant as to whether service was deenergized in February 2015, a year prior, *i.e.*, the time that the underwriter's certificate was initially required.

In addition, the service termination which occurred to the 2<sup>nd</sup> floor in May 2016 is also used as evidence by the Complainant and ALJ Heep that service was also active on the first floor in May 2016, when an underwriter's certificate was obtained. *See*, ID at 14-16.

PECO's records reflect that Geraldine Holloway maintained electric utility service from October 2009 to March 2015 on the first (1<sup>st</sup>) floor of the property at issue. On February 9, 2015, Geraldine Holloway requested a disconnection of service because she was moving. *See*, Late Filed Exhibit 5. PECO's records reflect that service was disconnected in February 2015. *Id.* After the disconnection, PECO's records reflect that the meter registered zero (0) usage. *Id.* In November 2015, Joseph Branconi, applied for service for the first (1<sup>st</sup>) floor apartment at the property. He was advised that an underwriter's certificate was required because service had been disconnected for more than six (6) months. On November 20, 2015, an underwriter's certificate was received, but it did not have the required modifiers, to delineate a second (2<sup>nd</sup>) versus first (1<sup>st</sup>) floor inspection. The tenant was advised that the underwriter's certificate needed to be resubmitted. PECO's records also reflect that November 30, 2015 an inspection at the property revealed that the meter was off. *See*, Late Filed Exhibit 4. PECO's records reflected zero (0) usage on the first (1<sup>st</sup>) floor meter. On May 18, 2016, PECO received a call from Joanne Randazzo, who stated that she was the owner of the property. She inquired as to why the service was turned off at the property. It was explained that service was terminated for the second (2<sup>nd</sup>) floor apartment for non-payment. It was also explained that PECO had not received a corrected underwriter's certificate for the first (1<sup>st</sup>) floor and that it only had a pending account for the first (1<sup>st</sup>) floor. Joanne Randazzo was informed that if the first (1<sup>st</sup>) floor did have power that was disconnected as a result of the second (2<sup>nd</sup>) floor shutoff, that there may be a foreign wiring issue at the property. *See*, Late Filed Exhibit 4.

On May 19, 2016, an underwriter's certificate was received for the first (1<sup>st</sup>) floor. On May 20, 2016, a physical inspection of the meter revealed that it had been damaged. A new meter was installed and a locking barrel was placed on the meter to prevent tampering. On May 20, 2016, a

cut-in was completed and service to the 1<sup>st</sup> floor was connected. May 20, 2016 is the first time that PECO records reflect service at the property during the time frame of March 2015 to May 2016. *See*, Late Filed Exhibit 4.

The requirement to obtain an underwriter's certificate for safety is in PECO's Electric Services Requirement manual (Blue Book) which is a standard upheld by the National Electric Code and the Pennsylvania Uniform Construction Code. The national standard sets a basis for safety for PECO's requirements, tariff and company policy. The underwriter's certificate requirement is in place to protect such individuals as the Complainant's tenant who could have moved into the property, and once service was energized without an underwriter's inspection, a fire or life threatening hazard could arise. The tariff provision and policy is in place to ensure safety and protection of PECO's customers.

In addition, with regard to the first (1<sup>st</sup>) floor apartment, PECO's records reflect customer of record, Geraldine Holloway, disconnected service on February 9, 2015. The meter was inactive and registered zero (0) usage. Service was requested in November 2015, more than six months after service was disconnected. An underwriter's certificate was properly requested and reasonably required. The Complainant argues that there was no unsafe or hazardous condition at his property because the lights were on for the first (1<sup>st</sup>) floor. PECO's records do not reflect that service was connected for the first (1<sup>st</sup>) floor. PECO did not connect service for the first (1<sup>st</sup>) floor at the property between February 2015 and May 2016.

The I.D. states:

PECO records show that tenants who were in the first-floor apartment since November of 2015 were told by PECO in May of 2016 that an underwriter's certificate was needed. Tr. at 117; Complainant Late-filed Exhibit 1; PECO Late-filed Exhibit 4. It is implausible that the tenants were without electric service from November of 2015 until May of 2016, when the underwriter's certificate was requested by PECO.

I.D. at 16.

It is important to note that PECO was not provided any information to suggest that Joseph Branconi moved into the property on the first (1<sup>st</sup>) floor at the time that service was requested in November 2015. PECO's records reflected an inactive meter with zero usage. On November 30, 2015, the meter was confirmed to be off. *See*, Late Filed Exhibit 4. Moreover, the Complainant himself contends that his tenants were "ultimately unable to move into the apartment because PECO would not reintroduce power before PECO's underwriter's certificate was submitted." *See*, C5, Fourth Amended Complaint at 14. Even assuming *arguendo*, that the service was on during the time frame of November 2015 to May 2016, as the Complainant alleges, someone at the property connected the service illegally or a foreign wiring issue existed. Both circumstances would require an underwriter's certificate to ensure safety at the property because the service was deenergized for more than six months after the March 2015 disconnection, without an inspection.

PECO respectfully requests that the Commission conclude that PECO properly applied its Tariff 9.2, Introduction of Service, in a reasonable manner.

### III. Conclusion

For the reasons stated above, PECO respectfully requests that the Commission issue an Order in this proceeding that:

1. The Complaint is denied in its entirety as to PECO.
2. The docket is closed.

Respectfully submitted,



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Counsel for PECO Energy Company

Dated: September 3, 2021

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>DAVID HATCHIGIAN</b>	:	
<b>Complainant</b>	:	
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<b>Respondent</b>	:	

**VERIFICATION**

I, Khadijah Scott, 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: September 3, 2021



\_\_\_\_\_  
Khadijah Scott

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<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

**CERTIFICATE OF SERVICE**

I, KHADIJAH SCOTT, hereby certify that I have this day served a copy of PECO Energy Company's Exceptions to ALJ Darlene Heep's Initial Decision in the above matter upon all interested parties by E-mailing a copy to:

DAVID HATCHIGIAN  
2414 TOWNSHIP LINE ROAD  
HAVERTOWN, PA 19083  
*Via Email: DAVID3091@OUTLOOK.COM*

Dated at Philadelphia, Pennsylvania, September 3, 2021.



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