



April 13, 2023

***VIA ELECTRONIC FILING***

Secretary's Bureau  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
2nd Floor, Room-N201  
Harrisburg, PA 17120

**RE: Complainant: The Aria Condominium Association, Inc.  
Respondent: Vicinity Energy Philadelphia, Inc.  
PUC Docket No.: C-2023-3038702  
*The Association's Amended Reply To New Matter And Answer  
to Counterclaim With New Matter***

To Whom it May Concern:

I have the privilege of representing the Complainant, The Aria Condominium Association, Inc.'s ("Association") in this matter. On April 12, 2023, *The Association's Reply to New Matter and Counterclaim of Vicinity Energy of Philadelphia, Inc.* was filed on behalf of the Association, which inadvertently omitted the Association's *New Matter*.

On behalf of the Association, I respectfully request that *The Association's Reply to New Matter and Counterclaim of Vicinity Energy of Philadelphia, Inc.* filed on April 12, 2023 be rejected. The corrected filing, *The Association's Amended Reply to New Matter and Answer Counterclaim with New Matter* is contained within this filing.

Please do not hesitate to contact my office should you have any questions. Thank you for your assistance with this matter.

Very truly yours,

*/s/ Matthew C. Collins*  
Matthew C. Collins

Cc: Maura L. Burke, Esquire  
(As per Certificate of Service)

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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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THE ARIA CONDOMINIUM ASSOCIATION, INC.	:	
	:	
Complainant,	:	Docket No.: C-2023-3038702
	:	
v.	:	
	:	
VICINITY ENERGY PHILADELPHIA, INC.	:	
	:	
Respondent.	:	

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**THE ASSOCIATION’S AMENDED REPLY TO NEW MATTER  
AND ANSWER TO COUNTERCLAIM WITH NEW MATTER**

Plaintiff The Aria Condominium Association (“Association”), by and through its attorneys, hereby submits its Reply to the New Matter and Counterclaim of Defendant Vicinity Energy of Philadelphia, Inc. (“Vicinity”) and avers as follows:

**ASSOCIATION’S REPLY TO NEW MATTER**

1. The Association incorporates by reference all allegations of fact and conclusions of law set forth in its Complaint that it filed in this matter.
2. to 10 inclusive. Denied. The allegations contained in this paragraph of Vicinity’s Answer constitute conclusions of law to which no response is necessary. To the extent a response is deemed necessary, the allegations are denied.

**ASSOCIATION’S RESPONSE TO COUNTERCLAIM**

11. Admitted in part and denied in part. It is denied that Aria and Vicinity originally entered into the steam purchase agreement. On March 10, 2006, Trigen-Philadelphia Energy Corporation and 1419 Tower L.P. entered into a twenty-year steam purchase agreement (“Steam Agreement”) for the purchase and sale of steam at 1419 Locust Street, Philadelphia, Pennsylvania

(“Aria Condominiums”). It is admitted, upon information and belief, that the Steam Agreement and Vicinity’s Heating and Cooling Service Tariff – PA P.U.C. No. 4, Supplement No. 32 (“Tariff”) govern the parties’ obligations.

12. Admitted in part and denied in part. It is admitted that Vicinity performed a site visit on or around March 23, 2022. After reasonable investigation, the Association can neither admit nor deny what, if any, services were performed by Vicinity, let alone whether the services were performed properly.

13. Admitted.

14. Admitted only that Vicinity performed a site visit on or about July 19, 2022, and met with representatives of the Association.

15. Denied. After reasonable investigation, the Association can neither admit nor deny what, if any, services were performed by Vicinity, let alone whether the services were performed properly.

16. Admitted in part and denied in part. It is admitted to the extent that on or about July 26, 2022, representatives from Vicinity, FirstService Residential, and West Chester Mechanical Contractors met on site to discuss the steam usage. Any attempt to characterize the purpose of the meeting is hereby denied.

17. Admitted in part and denied in part. The allegations contained in this paragraph of Vicinity’s Counterclaim are admitted to the extent that on or about September 22, 2022, representatives from Vicinity, FirstService Residential, and West Chester Mechanical Contractors met on site. By way of further response and after reasonable investigation, the Association can neither admit nor deny what, if any, services were performed by Vicinity, let alone whether the services were performed properly.

18. Admitted in part and denied in part. It is admitted that Vicinity performed a site visit on or about October 26, 2022. The remaining allegations are denied to the extent they reflect the thoughts or subjective beliefs of Vicinity personnel or purport to recount conversations between the Association and Vicinity. Any suggestions that Vicinity's inflated invoices were the result of any maintenance related issues on the part of the Association are also denied.

19. Admitted only to the extent that the anomalies in the Association's steam usage as reported by Vicinity continued after October 2022. The Association denies any suggestion that said anomalies were related to any maintenance or repair obligations on the part of the Association.

20. Denied for the reasons set forth in the Association's Complaint. Even assuming, *arguendo*, the existence of "inefficiencies" on the Association's side of the steam delivery point, no efficiencies can account for the significant variations in the Association's steam consumption as reported by Vicinity.

21. Denied for the reasons set forth in the Association's Complaint.

22. Admitted.

23. Admitted.

24. Admitted.

25. Admitted.

26. Admitted in part and denied in part. It is admitted that the Association is disputing \$174,552.84 in invoices for the reasons more specifically set forth in the Complaint. It is also admitted that the Association has paid (and continues to pay) the undisputed portion of the Association's steam usage. It is denied that the Association owes the amount in dispute.

WHEREFORE, Plaintiff the Aria Condominium Association, Inc. demands judgment in its favor and against Vicinity Energy of Philadelphia, Inc.

**NEW MATTER**

1. The Association incorporates by reference its Complaint along with its responses herein.
2. Vicinity fails to state a claim upon which relief can be granted.
3. Vicinity's claims are barred by the doctrine of unclean hands.
4. Vicinity is barred or otherwise estopped from pursuing its counterclaim for the reasons set forth in the Complaint.
5. The Vicinity personnel who performed services at the Association's site lacked the requisite education, training and/or certifications.
6. The Association properly maintained all components located on its site related to the steam service.
7. The fluctuations in steam charges that form the basis of this dispute were proximately caused by conditions over which Vicinity had exclusive control or the exclusive right of control.

WHEREFORE, the Aria Condominium Association, Inc. respectfully requests that Vicinity Energy of Philadelphia, Inc.'s Counterclaim be denied.

Respectfully Submitted,

**HORN WILLIAMSON, LLC**

By: /s/ Matthew C. Collins  
Matthew C. Collins, Esq.  
*Attorney for Complainant*

DATED: APRIL 13, 2023

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing The Aria Condominium Association, Inc.'s Amended Reply to the New Matter and Answer to Counterclaim with New Matter has been served upon the following parties as indicated below:

Via E-Filing & Electronic Mail  
Maura L. Burke, Esquire  
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*Attorney for Vicinity Energy Philadelphia, Inc.*

*/s/ Matthew C. Collins*

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MATTHEW C. COLLINS

DATED: APRIL 13, 2023