



Direct Dial: 267.533.1830
khadijah.scott@exeloncorp.com

May 23, 2023

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

RE: Samson Exchange v. PECO Energy Company
Docket No. C-2023-3040340

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is the *Preliminary Objection of Respondent, 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,

A handwritten signature in blue ink that reads "Khadijah Scott".

Khadijah Scott, Esquire
Assistant General Counsel
PECO Energy Company

Encl.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SANSOM EXCHANGE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3040340
	:	
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 Preliminary Objection within 10 days from service of this notice, a ruling may be entered against you. Your response must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Khadijah Scott, and where applicable, the Administrative Law Judge presiding over the issue.

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

With a copy to:
Khadijah Scott
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated: May 23, 2023



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(267) 533-1830
Fax: 215.568.3389
Khadijah.Scott@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SANSOM EXCHANGE	:	
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**PRELIMINARY OBJECTION OF RESPONDENT,
PECO ENERGY COMPANY**

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code §5.101(a)(1), respectfully petitions this Honorable Commission to dismiss the instant Complaint as lack of Commission jurisdiction.

1. On May 3, 2023, PECO Energy was served with a formal complaint filed by Sansom Exchange (hereafter “Complainant”). *See*, Formal Complaint attached hereto as Exhibit “1”.

2. In the formal complaint, the Complainant avers that they experienced a power outage, which caused them to have to obtain a generator and hire security for its premises at its expense. The Complainant requests that it be reimbursed for damages in the amount of \$28,309.00. *Id.*

1. On May 23, 2023, PECO Energy filed an Answer to the Complainant’s Complaint. A copy of the Answer is attached hereto as “Exhibit 2”.

2. The Complainant is asking the Commission to institute its jurisdiction over the decision of monetary damages.

3. PECO Energy therefore files the instant Preliminary Objections.
4. Pursuant to 52 Pa. Code §5.101, preliminary objections may be filed against a complaint and dismissed lack of Commission jurisdiction. 52 Pa. Code §5.101(a)(1).
5. Commission procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil procedure. Equitable Small Transportation Intervenors. v. Equitable Gas Co., 1994 Pa.PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994).
6. In deciding preliminary objections, the Public Utility Commission must determine, based on the factual pleadings of the petitioner, if relief or recovery is possible. Roc v. Flaherty, 527 A.2d 211 (Pa. Cmwlth 1985).
7. A complaint must be able to recover under the law to survive a preliminary objection. Milliner v. Enck, 709 A.2d 417, 418 (Pa. Super. Ct. 1998) (“preliminary objection should be sustained only where it appears with certainty that, upon the facts averred, the law will not allow the plaintiff to recover”).
8. All of the non-moving party’s averments must be taken as true for the sake of deciding the preliminary objection. County of Allegheny v. Commw. of Pa., 490 A.2d 402 (Pa. 1985).
9. The court does not, however, need to accept, “unwarranted inferences from facts, argumentative allegations, or expressions of opinions.” Feingold v. McNulty, 2009 Phila. Ct. Com. Pl LEXIS 167, *3.

10. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary to the public interest.

11. A hearing is required only when there is a disputed question of fact, and is not required to resolve questions of law. Dee-Dee Cab, Inc. v. Pa.Pub. Util. Comm'n, 817 A.2nd 593 (Pa.Commw. Ct. 2003), petition for allowance of appeal denied, 836 A.2d 123 (Pa. 2003).

12. Here, the facts in this matter include the following:

- a. The Complainant alleges that it incurred damages as a result of a power outage.
- b. The Complainant requests that the PUC order PECO Energy to compensate it for monetary damages.

13. The Complainant is requesting that the Commission award it damages for its costs.

14. To the extent the Complainant is requesting a monetary award for costs, the Complainant is not entitled to relief under the law by the Commission.

15. The Public Utility Commission Formal Complaint form specifically states on the bottom of page 3: “Under state law the PUC cannot decide whether a utility or a company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.” *See*, Exhibit “1”.

16. To the extent that the Complainant seeks an award of monetary damages against PECO Energy for damages that it incurred, such relief is beyond the power of the PUC to order. It is well settled that the PUC does not have the power or jurisdiction to award monetary damages for the actions of a utility company. Feingold v. Bell of Pennsylvania, 477 Pa. 1, 383 A.2d 791 (1977).

17. Accordingly, the Complainant's request should be denied pursuant to 52 Pa. Code §5.101(a)(1).

REQUEST FOR RELIEF

WHEREFORE, for all of the reasons stated herein, PECO respectfully requests that your Honorable Commission dismiss the instant complaint with prejudice.

Respectfully submitted,



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(267) 533-1830
Fax: 215.568.3389
Khadijah.Scott@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SANSOM EXCHANGE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3040340
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

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: May 23, 2023



Khadijah Scott

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SANSOM EXCHANGE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3040340
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

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

SANSOM EXCHANGE
800 CHESTNUT STREET
PHILADELPHIA, PA 19107
E-mail: kim@gndiamond.com

Dated: May 23, 2023



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(267) 533-1830
Fax: 215.568.3389
Khadijah.Scott@exeloncorp.com

EXHIBIT 1

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

*Filing this form begins a legal proceeding and you will be a party to the case.
If you do not wish to be a party to the case, consider filing an informal complaint.*

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Sansom Exchange

Street/P.O. Box 800 Chestnut Street Apt # _____

City Philadelphia State PA Zip 19107

County Philadelphia

Telephone Number(s) Where We Can Contact You During the Day (required):

(215) 779-0716 (home) (215) 779-0716 (mobile)

E-mail Address (required): Kim@gndiamond.com

Utility Account Number (from your bill) 22067-01708

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

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

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).

See Attached

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.

We would like the PUC to order PECO to reimburse us in its entirety since this problem was PECO's and not Sanson Exchange. We had to pay \$28,309 out of our pockets which is a lot for a small family business. Attached is all our back up and documentation to support our claim.

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)/ Domestic Violence

Has a court granted you a "Protection From Abuse" order or any other order which provides clear evidence of domestic violence against you 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 or any other 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 numerous times
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.

We have called and emailed numerous times and NO one from PECO ever gets back to us

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, (all required contact information). 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 _____

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 Kim Daley, 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).

Kim Daley
(Signature of Complainant)
Controller

5/2/2023
(Date)

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. **How 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>.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, priority mail, or overnight delivery to this address and retain the tracking information as proof of submission:

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

If you are appealing a BCS decision: follow the directions in the cover letter you received from the Secretary's Bureau with the formal complaint form. **ONLY** Formal complaints appealing a BCS decision can be filed by fax, email or overnight delivery to meet filing deadlines. **All other formal complaints MUST be eFiled or mailed.**

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.

Please know that your complaint form and the utility's answer will not be published to the PUC's website. Once your complaint case moves to the Office of Administrative Law Judge, any filings you make should be marked confidential if you do not want them published to the website.

PECO CLAIM REGISTRATION FORM

Claims Division
1-877-538-7769

Dear PECO Customer:

To register your claim with PECO, please print out and return a completed claim registration form. You may e-mail it to pecoclaims@exeloncorp.com, fax it to 215-841-4919, or mail the form to the following address: PECO Energy, Claims Division, S16-1, 2301 Market Street, Philadelphia, PA 19103.

Once this form is received in our office, you will be contacted by one of our Case Managers.

Sansow Exchange
Name
800 Chestnut Street
Mailing Address
Philadelphia, PA 19107
City, State, Zip
22067-01708
PECO Energy Account No. (if applicable)

609-504-8928
Daytime Phone No.
Kim@gndiamond.com
E-mail Address
4:09 12/7/2022
Date & Time of Loss or Damage
800 Chestnut St. Philadelphia, PA 19107
Address of Loss Location

Please describe the details of the incident and list the item(s) damaged.

We lost Power to our entire building on 4:09 AM on
12/7/2022.

Please see Attached the description of everything
that happened. The expenses are still ongoing because
we are on a generator we are paying for right now.
Please call us!

Signature

Date

To Whom It May Concern:

The following is an explanation of the past over 24 hours that explains the severity of the power outage experienced on December 7, 2022 at 4:30 am to Golden Nugget Jewelers and GN Diamond on 800 Chestnut Street Philadelphia, PA

4:30 AM - GN Diamond received a call from the Alarm company that we lost power and lost power to all of our security cameras and alarm system.

6:15 AM - Contacted PECO to put in a claim that power was completely out for the entire building. We were informed it affected our building as well as 3 other buildings in the area. Extreme fear since we have no cameras and no security to protect over \$100 million of physical inventory within GN Diamond.

Contacted Peco 6 more times to understand severity of problem and find out when power would be restored. We were told at 8:00 am.

8:00 am. Still no power was restored. Once again explained to PECO how dangerous this was for GN Diamond and also that this is December 7th and we are in the wholesale and retail business and service over 3500 retailers across the country for the holiday season leading to a tremendous amount of lost revenue - over \$1 Million for wholesale, over \$150k for retail along with all the lost revenue for the tenants located in the exchange also preparing for the holiday season.

12:00 pm Push back for power to be restored by Peco to be Noon. Still no power.

1:00 pm. We hired a construction company - Phillips Brothers to rent a generator large enough to restore power to the entire building to help secure the building, restore power to the cameras and most importantly to the entire alarm system. Also, had to hire the Philadelphia Police Department for 24/7 coverage to protect the generator which resides on the street and also protect the opened doors to our building on 800 Chestnut Street.

The foreman alerted us that they can only "patch up" the problem and cannot guarantee this problem will be fixed for the long term, especially not guaranteeing the protection during the Xmas holiday season. In order to protect GN's



GNDIAMOND

THE FASTEST GROWING DIAMOND COMPANY IN AMERICA!

vulnerability, we must have a 24/7 generator for the security of over \$60Million of goods, 24/7 coverage of camera security, and 24/7 of alarm company coverage.

We want PECO to pay for and provide us with a generator 24/7 in order for us to protect our inventory, have security, and continue our day-to-day business. Our insurance company mandates that we have 24/7 cameras operating at all times in order to be protected as well as 24/7 alarm security.

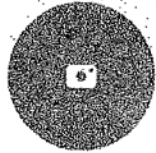
We want to be reimbursed for all expenses, loss of business and to be assured that we will have a generator all the way until the job is 100% completed and not just patched up. We cannot be exposed to such vulnerability at any time of year and especially not during the xmas season when so many retailers are dependent upon us. This deeply impacts our annual revenue for a small family business like ours.

Sincerely,

Asaf Herskovitz
CEO, GN Diamond

Photo

Done



Peco

69657-00305, Kim House

1 800-494-4000



View contact details

Yesterday

- 11:34 AM
Outgoing call, 15 mins 4 sec
- 8:08 AM
Outgoing call, 4 mins 52 sec
- 6:22 AM
Outgoing call, 4 mins 7 sec

Favorites

Edit

Share



3:44

0:12



Kim kob mom cell >

Hi Kim, this is Joe Toro from PECO. We just spoke on the phone.

Initial reports sounds like this could be anywhere from 6-8 hours. If we get lucky it could be 4 hours.

Unfortunately I don't want to rely on luck nor do I want you to sit around and wait for us to get back to you.

If you would like to proceed with securing a generator on your end that is probably the quickest way to get your store back up and running.

Please feel free to give me



Text Message



3:39

14m



Photo

Done

< 697326



s3/a334baca6bc0 3:57 PM

Wednesday, December 7

PECO: Outage
in area @ 800
CHESTNUT
S. Cause =
Undetermined.
Estimated
Restoration Time
= 12/07 8:00AM.
Text PAUSE for 72
hours or STOP to
stop all texts.

6:26 AM

PECO: Outage
in area @ 800
CHESTNUT
S. Cause =
Undetermined.
Estimated
Restoration Time
= 12/07 12:00PM.
Text PAUSE for 72





Philips Brothers Electrical Contractors, Inc.

235 Sweet Spring Road
 Glenmoore, PA 19343
 Phone: (610) 458-8578
 Fax: (610) 458-8438

Invoice

Invoice Number	20542
Invoice Date	2/20/2023

Bill To: Sampson Exchange
 800 Chestnut St
 Philadelphia, PA 19602
 Attn: Gil Herskovitz

Re: 800 Chestnut St
 Philadelphia, PA

Customer No	Work Order No	Customer PO	Payment Terms	Due Date
GOL300	GNJ-1	G. Herskovitz	Net 30 Days	3/22/2023
Description	Quantity	U/M	Rate/Unit	Price

Deliver fuel to site 12/9/22	1.00	EA	110.00	110.00
diesel fuel	103.20	GAL	6.88	710.02

Subtotal	\$	820.02
PH Sales Tax (if applicable)		65.60
Total Due	\$	885.62

Thank you for your business!



Philips Brothers Electrical Contractors, Inc.

235 Sweet Spring Road
 Glenmoore, PA 19343
 Phone: (610) 458-8578
 Fax: (610) 458-8438

Invoice

Invoice Number
19679
Invoice Date
12/28/2022

Page 1 of 4

Bill To: Sampson Exchange
 800 Chestnut St
 Philadelphia, PA 19602
 Attn: Gil Herskovitz
 gil99h@aol.com

Re: 800 Chestnut St
 Philadelphia, PA

Customer No	Work Order No	Customer PO	Payment Terms	Due Date
GOL300	GNJ-1	G. Herskovitz	Net 30 Days	1/27/2023
Description	Quantity	U/M	Rate/Unit	Price

12/7/22

Drive to site. Met Gil from Golden Nugget. He showed me the transformer and switch. Joe Schmidt from Peco was onsite & verified that they had fuses pulled in PMC, I called back to shop to get generator & phase changer ready. Gave customer pricing & got the lease agreement to him to get it signed.

Gave customer pricing & got the lease agreement to him to get it signed. He signed & emailed back to Dani. Wait for generator & phase changer to arrive. Generator & phase changer arrived at 1630hr setup boomtruck. Unload & set transformer put generator in place. Jr & Ed hooked up LV cables from generator to phase changer. I rolled out HV cable.

Removed fuses from customers switch. Hooked our temporary HV cable onto loadside of customer switch. Jr hooked HV cables into our phase changer. Started generator & closed breaker. Closed customers breakers 1 at a time. Checked 3 phase gates & elevator. All was working the way it should. Rotation & voltage control.

Installed caution tape around generator & phase changer. Got paperwork signed & went over a plan with customer how to re-energize after Peco fixes the problem. Drove to yard.

field person overtime, B. McGee	8.00	HR	186.50	1,492.00
service truck, unit #243	87.00	MI	1.65	143.55

Invoice Number
19679
Invoice Date
12/28/2022

Bill To: Sampson Exchange
800 Chestnut St
Philadelphia, PA 19602
Attn: Gil Herskovitz
gil99h@aol.com

Re: 800 Chestnut St
Philadelphia, PA

Customer No	Work Order No	Customer PO	Payment Terms	Due Date
GOL300	GNJ-1	G. Herskovitz	Net 30 Days	1/27/2023
Description	Quantity	U/M	Rate/Unit	Price

12/7/22

Onsite 1630hrs. Met with Ben McGee setup boom truck. Unloaded transformer. Packed truck up set generator unloaded cables. Ran out 4/0 cables hooked up generator. Ran HV cables out. Junior hooked up transformer. Ben hooked customers HV switch after everything was done started generator.

Started generator & restored customers power
Got paperwork signed. Headed back to shop.

field person overtime, E.Schlimme	7.00	HR	186.50	1,305.50
field person, M.Gregor Jr overtime	7.00	HR	186.50	1,305.50

See NCC Rentals for boom truck rental, invoice #1795

12/11/22

Onsite 0700hrs. Wait for one of Gils guys to get there. He arrived about 0730hrs. He had to shutdown computers. He gave us the go to shutdown & left it cool down. Shut generator down & opened battery switch. Removed HV cables from phase changer. Rolled up cables inside stairwell.

Removed temporary cables from HV switch.
Re-installed (2) fuses & (1) solid. Closed customer owned switch. 0805hrs power was restored to the building. We ran temporary 120v power out to generators. Plugged in & made sure battery charger & block heater were working. Opened up side walk & reinstalled.

Invoice Number	19679
Invoice Date	12/28/2022

Bill To: Sampson Exchange
800 Chestnut St
Philadelphia, PA 19602
Attn: Gil Herskovitz
gil99h@aol.com

Re: 800 Chestnut St
Philadelphia, PA

Customer No	Work Order No	Customer PO	Payment Terms	Due Date
GOL300	GNJ-1	G. Herskovitz	Net 30 Days	1/27/2023
Description		Quantity	U/M	Rate/Unit
				Price

Caution tape stayed onsite while store opened & lights came on. All was good. Drove back to yard.

2 field people, 4hrs each premium time	8.00	HR	241.25	1,930.00
service truck, unit #243	80.00	MI	1.65	132.00
service truck, unit #267	80.00	MI	1.65	132.00
Deliver fuel to site 12/8/22	1.00	EA	110.00	110.00
diesel fuel	87.30	GAL	6.88	600.62
Deliver fuel to site 12/12/22	1.00	EA	110.00	110.00
diesel fuel	195.50	GAL	6.88	1,345.04

12/21/22
Left ayrd 17:30 hrs, on site 19:00 hrs. Store personnel gave us access to stairwell where the high voltlage cables were. Rolled up cable and loaded on truck. Loaded phase changer 1346 on truck and bolted hitch back on generator #117. Generator is askewed in parking space.

Someone clipped the left front corner and the unit slid off its landing gear block and swung towards sidewalk. Hooked geneartor to truck, cleaned up site and returned to yard 21:30 hours.

Invoice Number
19679
Invoice Date
12/28/2022

Bill To: Sampson Exchange
800 Chestnut St
Philadelphia, PA 19602
Attn: Gil Herskovitz
gil99h@aol.com

Re: 800 Chestnut St
Philadelphia, PA

Customer No	Work Order No	Customer PO	Payment Terms	Due Date
GOL300	GNJ-1	G. Herskovitz	Net 30 Days	1/27/2023

Description	Quantity	U/M	Rate/Unit	Price
2 field people, 4 hrs each overtime D Guest, J Georeno	8.00	HR	186.50	1,492.00
See NCC Rentals for boom truck rental, invoice #1795				
1 month rental 12/7/22 to 1/3/22				
300kw 480 volt portable generator, unit #117 single shift	1.00	EA	5,940.00	5,940.00
500kva phase changer, unit #1346 240 x 480 volt	1.00	EA	3,200.00	3,200.00
4/0 cam cable (7 x 50')	350.00	FT	1.00	350.00
#2 15kv JCN cable, TT/SS (3 x 125')	375.00	FT	1.25	468.75
road cones	10.00	EA	15.00	150.00
5-slot cable ramps	5.00	EA	45.00	225.00

Subtotal \$ 20,431.96
PH Sales Tax (if applicable) 1,634.56

Total Due \$ 22,066.52

Thank you for your business!



Northwestern Chester County Rentals
 235 Sweet Spring Road
 Glenmoore, PA 19343
 Phone: (844) 571-8997
 Fax: (610) 458-8578

Invoice

Invoice Number
1795
Invoice Date
12/28/2022

Page 1 of 1

Bill To: Samson Exchange
 800 Chestnut Street
 Philadelphia, PA 19602
 Attn: Gil Herskovitz

Re: 800 Chestnut St
 Philadelphia, PA

Customer No	Work Order No	Customer PO	Payment Terms	Due Date	
GOL300	GJN-1		Net 30 Days	1/27/2023	
Description	Date	Quantity	U/M	Unit Price	Price

16.5 ton boom truck, unit #216N	12/7/2022	7.00	HR	90.00	630.00
16.5 ton boom truck, unit #216N	12/21/2022	4.00	HR	90.00	360.00

Refer to Phillips Brothers invoice #19679

Subtotal	\$	990.00
PA Sales Tax (if applicable)	\$	59.40
Total Due	\$	1,049.40

Thank you for your business!



Kim Daley <kim@gndiamond.com>

Claim Samson Exchange Philadelphia

3 messages

gil99h@aol.com <gil99h@aol.com>

Fri, Feb 3, 2023 at 12:37 PM

Reply-To: gil99h@aol.com

To: "pecoclaims@exeloncorp.com" <pecoclaims@exeloncorp.com>, "kim@gndiamond.com" <kim@gndiamond.com>

Hi Peco

we sent over a claim from beginning of December that happened to us at location 800 Chestnut Street, Philadelphia 19107

we haven't heard from peco or from a peco employee Named Tim who we were told was the head of claims we have left multiple messages

we had a power outage and were advised from Peco service men on the ground to get a private company/ generation as no one knew how long we would be for us to be with out power

the power went out on dec 7 and stayed out for 4 days until peco employee advised us of a batch job was completed to get us back up and running and that we would hear from someone in January to go back up on regular power grid

we were also advised that peco would take care of the bills that we have because of these issues

we are a jewelry building with multiple tenants and power went out in December the busiest time of year for our industry

The invoices are attached:

we also needed extra security as we couldn't turn on our alarm system and our insurance requires it the nature of this building has to be safe and secure at all hours let alone in the evening time

invoice also attached:

you will see the billable difference in hours month of month as they bill 30 days later and we have an extra 51 hours of time at a rate of 84.46 = 4307.46\$

we deal with center city district in philadelphia if you need the police department number and contact I can provide

We need like to be reimbursed in full for the expenses we HAD to take measure for this property we are a small business and cant take the load of a 25K expensive


Please me Call to discuss and how this will be take care of

Thank you
Gil Herskovitz
Samson exchange

609-980-1234 Cell

2 attachments

philips brothers.pdf
1504K


 **police bills.pdf**
918K


gil99h@aol.com <gil99h@aol.com>
Reply-To: gil99h@aol.com
To: "pecoclaims@exeloncorp.com" <pecoclaims@exeloncorp.com>, "kim@gndiamond.com" <kim@gndiamond.com>

Fri, Feb 10, 2023 at 4:10 PM

3rd email attempt
[Quoted text hidden]

2 attachments

 **philips brothers.pdf**
1504K


 **police bills.pdf**
918K


gil99h@aol.com <gil99h@aol.com>
Reply-To: gil99h@aol.com
To: "pecoclaims@exeloncorp.com" <pecoclaims@exeloncorp.com>, "kim@gndiamond.com" <kim@gndiamond.com>

Mon, Feb 13, 2023 at 3:57 PM

[Quoted text hidden]

2 attachments

 **philips brothers.pdf**
1504K

 **police bills.pdf**
918K



Kim Daley <kim@gndiamond.com>

Fwd: Message Received by PECO Claims

1 message

gil99h@aol.com <gil99h@aol.com>

Fri, Feb 17, 2023 at 11:06 AM

Reply-To: gil99h@aol.com

To: "pecoclaims@exeloncorp.com" <pecoclaims@exeloncorp.com>, "kim@gndiamond.com" <kim@gndiamond.com>

5th email

-----Original Message-----

From: PECO Claims <PECOClaims@exeloncorp.com>

To: gil99h@aol.com <gil99h@aol.com>

Sent: Mon, Feb 13, 2023 3:58 pm

Subject: Message Received by PECO Claims

**IF YOU SMELL NATURAL GAS OR SEE DOWNED POWER LINES, DO NOT USE THIS PAGE.
LEAVE THE AREA IMMEDIATELY AND CALL PECO AT 1-800-841-4141**

This is an automatic reply and not confirmation of receipt of a claim. If you submitted a completed claim form with all necessary information provided, the Claims Department will open a claim and you will receive correspondence with your claim number. Please allow time for your new claim to be opened, assigned, and acknowledgment letter sent.

If you have an issue that needs immediate attention, please call **PECO Energy (1-800-494-4000)**.

Thank you,

PECO Claims Department**Office: 215-841-4295****Toll Free: 1-877-538-7769**

****This is for information only and does not constitute any admission of liability on the part of PECO Energy****

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EXHIBIT 2



Direct Dial: 267.533.1830
khadijah.scott@exeloncorp.com

May 23, 2023

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

RE: Samson Exchange v. PECO Energy Company
Docket No. C-2023-3040340

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is the *Answer of Respondent, PECO Energy Company with New Matter to Formal Complaint*.

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,

A handwritten signature in blue ink, appearing to read "Khadijah Scott".

Khadijah Scott, Esquire
Assistant General Counsel
PECO Energy Company

Encl.

Cc: Not recommended for Call of the Docket

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SANSOM EXCHANGE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3040340
	:	
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 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, Khadijah Scott, 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:
Khadijah Scott, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103
Khadijah.Scott@exeloncorp.com

Dated: May 23, 2023



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19103
267-533-1830
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SANSOM EXCHANGE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3040340
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

On May 3, 2023, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by SANSOM EXCHANGE (hereafter "Complainant") in the above-captioned docket. Pursuant to 52 Pa. Code §5.61, PECO Energy 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. The Complainant alleges that on December 7, 2022, it experienced a power outage, which caused it to have to obtain a generator and hire security for its premises at its own expense for four (4) days. The Complainant requests that it be reimbursed for damages in the amount of \$28,309.00.

PECO Energy's records reveal that the Complainant has electrical service at 800 Chestnut St., Philadelphia, PA 19107 under account number 22067-01708. On or about December 9, 2022, the Complainant filed a claim for reimbursement of a generator and security costs incurred as a

result of the power outage. On December 15, 2022, PECO Senior Claims Case Manager, Timothy Grow, acknowledged receipt of its claim and stated that PECO Energy could not reimburse it for damages pursuant to PECO Energy's Electric Tariff, Section 12.1, as there was not any liability on the part of PECO Energy.

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 Exhibit "1".

Consistent with section 12.1 of PECO Energy's Tariff, the Company does not guarantee continuous, regular and uninterrupted supply of service.

5. This paragraph is a request for relief to which no answer is required. To the extent this paragraph contains factual allegations, they are denied for the reasons set forth above. See, Response to Paragraph 4.

6. Admitted.

7. Admitted in part; denied in part. It is admitted only that this is not an appeal from the Bureau of Consumer Services. All remaining averments are deemed denied.

8. PECO Energy neither admits nor denies the allegations in paragraph 8. 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 Company ("PECO Energy"), pursuant to 52 Pa. Code § 5.62(b), further responds:

1. PECO Energy avers that the Complainant has failed to state a claim upon which relief may be granted.
2. The Complainant's formal complaint seeks the PUC to order PECO Energy to award it damages for expenses incurred as a result of a power outage.
3. The Public Utility Commission Formal Complaint form specifically states on the bottom of page 3: "Under state law the PUC cannot decide whether a utility or a company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court."
4. To the extent that the Complainant seeks an award of monetary damages against PECO Energy for damage caused to its property, such relief is beyond the power of the PUC to order. It is well settled that the PUC does not have the power or jurisdiction to award monetary damages for the actions of a utility company. Feingold v. Bell of Pennsylvania, 477 Pa. 1, 383 A.2d 791 (1977).
5. Accordingly, the Complainant's request should be denied pursuant to 52 Pa. Code § 5.101(a)(1).

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant Complaint.

Respectfully Submitted,



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(267) 533-1830
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SANSOM EXCHANGE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3040340
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

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: May 23, 2023

Khadijah Scott

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SANSOM EXCHANGE	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3040340
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I, KHADIJAH SCOTT, 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 E-mailing a copy to:

SANSOM EXCHANGE
800 CHESTNUT STREET
PHILADELPHIA, PA 19107
Via email: kim@gndiamond.com

Dated: May 23, 2023



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(267) 533-1830
Fax: 215.568.3389
Khadijah.Scott@exeloncorp.com

EXHIBIT 1

RULES AND REGULATIONS (continued)**12. SERVICE CONTINUITY**

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.