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June 28, 2012

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

Re: Montelagra Cooper v. PECO Energy Company
PUC Docket No. F-2011-2254904

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the following documents and copies in the matter referenced above.

___	Answer (1 original)
___	Answer & New Matter (1 original)
__	Motion to Dismiss (original)
___	Motion for Judgment on the Pleadings (1 original)
___	Preliminary Objection (1 original)
___	Exceptions (1 original)
<u> X </u>	Reply Exceptions (1 original)
___	Main Brief (1 original)
___	Reply Petition (1 original)

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/adz

Enc.

Scheduling Recommendation: Call of the docket ___ Non Call of the docket ___

REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Montelagra Cooper (“Complainant”) in the above-referenced matter on June 7, 2011. On August 1, 2011, Complainant filed a formal complaint against PECO Energy. In her formal complaint, Complainant requested a payment arrangement for a balance transferred from a previous address. Respondent, PECO Energy filed an Answer with New Matter on August 22, 2011, stating that a portion of the balance at issue contained Customer Assistance Program (“CAP”) arrears. On September 7, 2011, Complainant filed an Answer to PECO’s New Matter, stating that she could not afford to pay the balance. The hearing was held before Administrative Law Judge Joel H. Cheskis on February 22, 2012. An initial decision was issued on May 24, 2012, wherein ALJ Cheskis held *inter alia*:

1. That the formal Complaint filed by Montelagra Cooper against PECO Energy Company dated July 21, 2011 and docketed at F-2011-2254904 is sustained in part and denied in part.
2. That PECO Energy Company is permitted to require Montelagra Cooper to make a one-time payment of \$2,615.36, the amount determined to be the outstanding balance Ms. Cooper incurred while on PECO’s Customer Assistance Program.

The Commission should sustain the initial decision of ALJ Cheskis. Complainant does not allege the ALJ made an error of law or abused his discretion in any manner. Instead, Complainant excepts to the decision issued by ALJ Cheskis on May 24, 2012, because she simply states that she cannot afford to make the one time \$2,615.36 payment. Specifically in her exceptions, Complainant states:

While I am able to pay the current bill plus 1/24 of the past due., I do not have the funds nor do I have access to funds to pay the approximately \$2,700.00 one time payment. My monthly gross pay does not even equal that amount. My net pay is only roughly about \$1,850.00. I do not have credit cards, am unable to obtain any sort of loan, and do not have friends/family who would be able to make such a large payment. The soonest I would have those funds available would be in February/March of 2012 when I file my 2012 taxes. If possible, I would like the initial additional payments to go towards that portion, or have that set to a separate payment plan. I would then be able to have all past due amounts paid off still within the 24 months.

Pursuant to 52 Pa. Code 5.533(b), “[e]ach exception must . . . identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision,” and “[s]upporting reasons for the exceptions shall follow each specific exception.” Complainant’s attempt to further litigation in this matter by simply disagreeing with the outcome of the Initial Decision without identifying any specific error of law or abuse of discretion fails to satisfy the requirements is procedurally improper and should be dismissed summarily.

By way of further response, the record clearly demonstrates that the \$2,615.36 one time payment consists of CAP arrears. Consequently, the PUC has no jurisdiction to give the Complainant a payment arrangement on this amount. Specifically, the record demonstrates that:

- Ms. Cooper incurred \$2,615.36 worth of utility service from PECO while on CAP. Tr. 23.
- This includes both electric service and gas service provided by PECO to Ms. Cooper during that time period. Tr. 23.
- The \$2,615.36 amount accrued while on CAP is generally consistent with PECO witness Tarpley’s testimony that Ms. Cooper incurred “approximately \$3,000” while on CAP. Tr. 23.

As ALJ Cheskis correctly stated in his Initial Decision, 66 Pa. Code § 1405(c) prohibits bills incurred while on CAP to be the subject of payment agreements negotiated or approved by the Commission. 66 Pa. C.S. § 1405(c). The \$2,700.00 one-time payment the Complainant

refers to in her exceptions is comprised of CAP arrears. 66 Pa.C.S. § 1405(c) provides that, “(c)ustomer assistance program rates shall be timely paid and shall not be the subject of payment agreements negotiated or approved by the commission.” Consequently, pursuant to 66 Pa.C.S. § 1405(c), the PUC has no jurisdiction to give the Complainant a payment agreement on the \$2,615.36 balance, which is comprised of CAP arrears.

ALJ Cheskis’ Initial Decision correctly applied the standard, by denying the Complainant a payment agreement on the \$2,615.36 balance pursuant to 66 Pa.C.S. § 1405(c). As ALJ Cheskis correctly concluded, the Commission’s jurisdiction does not extend the ability to award a payment agreement on the CAP portion of the Complainant’s balance. Accordingly, ALJ Cheskis’ decision to permit PECO to require the Complainant to make a one-time payment of \$2,615.36 should be upheld.

For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



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