

Legal Department

Fax 215.568.3389
www.exeloncorp.com

Exelon Business Services Company
2301 Market Street/S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

Direct Dial: 215.841.6841

September 28, 2012

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

Re: Miro Kamenik v. PECO Energy Company
PUC Docket No.: F-2012-2281997

Dear Ms. Chiavetta:

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

—	Answer
—	Answer & New Matter
—	Motion to Dismiss
—	Motion for Judgment on the Pleadings
—	Preliminary Objection
—	Exceptions
<u>X</u>	Reply Exceptions
—	Main Brief
—	Reply Petition

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/lo

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 Miro Kamenik (“Complainant”) in the above-referenced matter on September 18, 2012. On December 28, 2011, Complainant filed a formal complaint against PECO Energy. In his formal complaint, Complainant requested a payment arrangement after appealing a Bureau of Consumer Services (“BCS”) decision at Case No. 2902844 that issued a Level 4 payment agreement on his \$17,811.89 balance. Respondent, PECO Energy filed an Answer on January 26, 2012. A telephonic hearing was held before Special Agent Tiffany A. Hunt on May 14, 2012. An initial decision was issued on August 3, 2012, wherein Special Agent Hunt held *inter alia*:

1. That the formal Complaint filed by Miro Kamenik against PECO Energy Company at Docket No. F-2012-2281997 is denied.
2. That Miro Kamenik shall make monthly payments consisting of his budget bill plus one-sixth (1/6) of the balance accrued on his account, beginning with the first billing due date following the entry of a final Commission Order in this case.
3. That as long as Miro Kamenik keeps the payment schedule stated in this Order, PECO Energy Company shall not suspend or terminate his electric and natural gas utility service except for valid safety or emergency reasons or assess late payments or finance charges against his account.
4. That, if Miro Kamenik does not keep the payment schedule stated in this Order, PECO Energy Company is authorized to suspend or terminate his utility service in accordance with the Commission’s statutes or regulations.

The Commission should sustain the initial decision of Special Agent Hunt. Complainant does not allege that Special Agent Hunt made an error of law or abused her discretion in any manner. Instead, Complainant excepts to the decision issued by Special Agent Hunt on August

3, 2012, because he simply states that he cannot afford to make the payment agreement.

Specifically in his exceptions, Complainant states:

The decision to deny my request for a more “favorable payment arrangement” is unclear. The payment offered previously was something I couldn’t afford to pay. What I am seeking, and I can’t imagine this wouldn’t behoove both parties, is to pay my current energy charges and pay a set amount for the amount past due. With my average monthly bill, this would be about \$400 for current charges and about \$200 for the amount in arrears. This is approx. \$600 per month which is something I can afford to pay although it is a large sum of money for a monthly bill.

See Complainant’s Exceptions, attached hereto as Exhibit “1”.

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 Complainant’s household income falls under the Level 4 income standard. Consequently, the PUC only has jurisdiction to issue a Level 4 payment agreement on his balance. Specifically, the record demonstrates that:

- The Complainant testified that he lives with his wife and 14 year old child.
- The Complainant testified that he receives \$1,000 bi-weekly in unemployment compensation.
- The Complainant testified that his wife earns \$3,000 bi-weekly.
- The Complainant’s current household income is \$104,000.
- The Complainant’s \$104,000 household income places his family of three (3) above 300% of the Federal poverty level.

- The Complainant is a Level 4 Income customer.
- The payment agreement issued under BCS Case No. 2902844 is a Level 4 payment agreement.

As Special Agent Hunt correctly stated in her Initial Decision, the Complainant remains a Level 4 income customer. Pursuant to 66 Pa.C.S.A. § 1405(a), the Commission is authorized to establish payment agreements between a customer and public utility. Section 1405(b)(4) states:

(b) Length of payment agreements.--The length of time for a customer to resolve an unpaid balance on an account that is subject to a payment agreement that is investigated by the commission and is entered into by a public utility and a customer shall not extend beyond:

(4) Six months for customers with a gross monthly household income level *exceeding 300% of the Federal poverty level*.

Consistent with 66 Pa.C.S.A. § 1405(b)(4), Special Agent Hunt determined that based on the Complainant's testimony his household income exceeds 300% of the Federal poverty level. Accordingly, the Level 4 BCS issued payment agreement, requiring payment of the outstanding balance within six months is appropriate and in compliance with the law. Special Agent Hunt correctly applied the standard, by denying the Complainant an alternative payment agreement. As Special Agent Hunt correctly concluded, the "BCS issued payment agreement complies with Chapter 14". Accordingly, Special Agent Hunt's initial decision 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,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
Direct Dial: 215.841.6841
Fax: 215.568.3389

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Company

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2301 Market Street/S23-1
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Direct Dial: 215 841-6841

September 28, 2012

Miro Kamenik
3901 Charter Club Drive
Doylestown, PA 18902

Re: Miro Kamenik v. PECO Energy Company
PUC Docket No. : F-2012-2281997

Dear Mr. Kamenik:

Enclosed is a copy of PECO Energy Company's Reply Exceptions with regard to the above referenced matter.

Thank you for your time and attention on this matter.

Very truly yours,



Shawane Lee
Counsel for PECO Energy Company
Enc.
SL/lo

EXHIBIT “1”

September 7, 2012

F-2012-2281997

Re: 2012-2281997

Miro Kamenik vs. PECO Energy

I am answering your decision on 8/21/201 regarding the file listed above. Here are a list of my Exceptions:

1. I am not employed at the current moment. My financial situation is different than when I had my telephone hearing.
2. The decision to deny my request for a more "favorable payment arrangement" is unclear. The payment offered previously was something I couldn't afford to pay. What I am seeking, and I can't imagine this wouldn't behoove both parties, is to pay my current energy charges and pay a set amount for the amount past due. With my average monthly bill, this would be about \$400 for current charges and about \$200 for the amount in arrears. This is approx. \$600 per month which is something I can afford to pay although it is a large sum of money for a monthly bill.
3. The total amount due that PECO is using to determine a monthly payment includes huge penalty and interest. Although I made payments in the past I was always charged a substantial late fee because the payment I made was applied to the past due, never to current charges. Therefore I incurred huge penalties. I feel this should have been corrected and the amount owed reduced.

I don't have any savings, nor do I have the ability to get a loan or get a cash advance from a credit card. I don't have any cards. Basically I can pay monthly, but I can't come up with a large lump sum which was requested of me at the hearing. I was given less than 30 days to pay \$5000.

Here is my proposal. PECO would get their money each month, taking care of current charges and paying down my obligation.

- Pay current months charges.
- Pay set amount (\$200) to past amount due.
- Don't incur anymore late fees (Since current charges are being paid on time)
- I can also get a down payment as good faith. \$2000.

I would think this would be good for both parties. If PECO turns my electric off, I will never be able to get them the full amount owed to turn it back on. In that case they won't get a penny from me.

I thank you in advance for your consideration in this matter. I really don't have too many options.

Unfortunately, PECO is in line with other creditors. I am trying to stay afloat with everyone.

Regards,
Miro Kamenik



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2012 SEP 18 AM 9:58
PA.P.U.C.
SECRETARY'S BUREAU

PECO ENERGY
EXHIBIT 1