



Direct Dial: 215.841.6841

April 23, 2013

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

RE: Moses Hoggard v. PECO Energy Company
PUC Docket No.: F-2013-2352684

Dear Ms. Chiavetta:

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

—	Answer
—	Answer & New Matter
—	Motion
<u>X</u>	Motion for Judgment on the Pleadings
—	Motion for Continuance
—	Preliminary Objection
—	Exceptions
—	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

cc: Moses Hoggard

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MOSES HOGGARD	:	
Complainant	:	
	:	
v.	:	DOCKET NO. F-2013-2352684
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

NOTICE TO PLEAD

To: Moses Hoggard

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 Motion for Judgment on the Pleadings within 20 days from service of this notice, the facts set forth by PECO Energy Company may be deemed to be true, thereby requiring no other proof. All pleadings, such as a Reply to Motion, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane L. Lee, and where applicable, the Administrative Law Judge presiding over the issue.

Failure to respond to this Motion could result in the dismissal of your case.

File with:

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

With a copy to:

Shawane L. Lee
Exelon Business Services Corp.
2301 Market Street, S23-01
Philadelphia, PA 19103

Dated: April 23, 2013



Shawane L. Lee
Counsel for PECO Energy Company
Exelon Business Services Corp.
2301 Market Street, S23-01
Philadelphia, PA 19103
Tel. (215) 841-6841
Fax (215) 568-3389
shawane.lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MOSES HOGGARD	:	
Complainant	:	
	:	
v.	:	DOCKET NO. F-2013-2352684
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

MOTION FOR JUDGMENT ON THE PLEADINGS

PECO Energy Company ("PECO"), pursuant to 52 Pa. Code §5.102, respectfully requests that your Honorable Commission dismiss the instant complaint inasmuch as Complainant requests a payment arrangement. With the exception of the incorrect billing allegations, no factual dispute has been raised in the pleadings. Pursuant to 66 Pa.C.S. §1405(c), Complainant is ineligible for a Commission-ordered payment agreement, and thus Complainant fails to state a claim upon which relief can be granted. Therefore, PECO is entitled to judgment as a matter of law regarding any request for a payment agreement on the Complainant's balance.

1. On February 27, 2013, Complainant filed a Formal Complaint against Respondent, PECO, alleging there were incorrect charges on his bill. The Complainant requested that the Commission review all of his invoices and receipts to determine if his billing is correct. A copy of Complainant's Formal Complaint is attached hereto as (Exhibit 1).

2. PECO was served with the Formal Complaint on March 14, 2013.

3. On March 19, 2013, PECO filed an Answer, New Matter and Notice to Plead. A copy of PECO's Answer and New Matter is attached hereto as (Exhibit 2).

4. Pursuant to 52 Pa. Code § 5.63, Complainant had twenty days from the filing date of PECO's New Matter on March 19, 2013, to respond.

5. To date, over twenty (20) days have passed since PECO filed its New Matter on March 19, 2013. As Complainant has failed to timely respond to the New Matter, PECO is filing this Motion seeking Judgment on the Pleadings.

6. PECO averred that Complainant was enrolled in its Customer Assistance Program (CAP) from July 11, 2007 until present. New Matter ¶1 .

7. PECO averred that the Complainant's \$1,144.88 balance is comprised entirely of CAP arrears. New Matter ¶5.

8. PECO averred that Complainant is not entitled to a payment agreement on his balance as he is currently enrolled in CAP. ¶6.

9. PECO Energy averred that pursuant to 66 Pa.C.S. § 1405(c) of the Public Utility Code 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." New Matter ¶7.

10. Because the Complainant's entire balance includes CAP rate arrears, no agreement may be issued under 66 Pa.C.S. §1405(c).

11. To date, over 20 days have passed since PECO filed its New Matter.

12. PECO has not been served with a response to its New Matter, and therefore it requests that the facts stated therein be deemed admitted. 52 Pa.Code §5.63(b) (providing that facts in new matter may be deemed admitted if there is no reply).

13. The Commission's regulations at 52 Pa. Code §5.102(a) permits any party to move for summary judgment or judgment on the pleadings after the pleadings are closed, but within such time as to not delay a hearing. Under 52 Pa. Code §5.102(d)(1), the presiding officer will grant the motion if the pleadings, depositions, answers to interrogatories,

admissions and affidavits show that there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law.

14. The moving party bears the burden of showing that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. The Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. *First Mortgage Co. of Pennsylvania v. McCall*, 459 A.2d 406 (Pa. Super. 1983).

15. The provision at 52 Pa. Code §5.102(c) serves judicial economy by avoiding a hearing where no factual dispute exists. If no factual issue pertinent to the resolution of the case exists, a hearing is unnecessary. *Lehigh Valley Power Committee v. Pennsylvania Public Utility Commission*, 563 A.2d. 557 (Pa. Cmwlth. 1989).

16. The pleadings in this case reveal the following:

- a. There is no factual dispute that (a) Complainant is enrolled in CAP, (b) the Complainant's entire past due balance of \$1,144.88 consists of CAP arrears.
- b. Under 66 Pa.C.S. §1405(c), the Commission is prohibited from ordering a payment agreement for an account holder whose past due balance consists of CAP arrears. Therefore, the Commission cannot grant a payment agreement on the Complainant's balance.

17. Because no factual dispute exists and the Complaint fails to state a claim for which relief can be granted, PECO is entitled to judgment as a matter of law, regarding a payment agreement on his balance.

WHEREFORE, PECO Energy Company respectfully requests that your

Honorable Commission dismiss the instant complaint with prejudice, to the extent it relates to a request for a prohibited payment agreement on CAP arrears, and the Complaint therefore fails to state a claim upon which relief can be granted.

Respectfully submitted,



Shawane L. Lee
Counsel for PECO Energy Company
Exelon Business Services Corp.
2301 Market Street, S23-1
PO Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
shawane.lee@exeloncorp.com

Dated: April 23, 2013

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MOSES HOGGARD	:	
Complainant	:	
	:	
v.	:	DOCKET NO. F-2013-2352684
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Motion for Judgment on the Pleadings upon the party listed below, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA First Class U.S. Mail
Moses Hoggard
583 Charles Street
Coatesville, PA 19320



Shawane L. Lee

DATED: April 23, 2013

EXHIBIT “1”

Must be returned by March 4, 2013

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:

Name Moses Hoggard

Street/P.O. Box 583 Charko St. Apt # _____

City Coatesville State PA Zip 19320

County Chester

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

(60) 383 4409 (home) () _____ (mobile)

E-mail Address (optional): _____

Utility Account Number (from your bill) 23146 - 80023

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 MAA

City _____ State _____ Zip _____

RECEIVED

FEB 27 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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 An Exelon Company

PECO ENERGY
EXHIBIT 1

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC
- GAS
- WATER
- STEAM HEAT
- WASTEWATER/SEWER
- TELEPHONE/TELECOMMUNICATIONS (local, long distance)
- 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.
Starting from Feb. 2012 - Present, Peco refuses to correct bill after the bill has been paid, Peco keeps demanding money after it's been paid.
- 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).

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.

I would like PUC to review all my invoices and receipts, and see that PECO is lying and is demanding money out of people when it's been paid. The information that Peco gave PUC was not true and i have all paperwork and invoices to prove it. I have \$181.00 left to pay. Since the complainit been filied Peco will correct they and it will be right then the bill other months they are demanding money that's been paid, lying saying the payment was late. I pay my bill at a company where it goes directly to the account the same day it's paid.

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

Has a court granted a "Protection from Abuse" order 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 for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection for 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

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.

I've tried several times and it's always what our record show and never what the real records should show. I'm tired of trying and not giving what I already have.

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 represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. 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 (if known) _____

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 Moses Hoggard, 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).

Moses Hoggard 2-26-2013
(Signature of Complainant) (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. Filing

You may electronically file your Formal Complaint with the PUC. To do so, you need to establish an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

If you do not electronically file your Formal Complaint, mail the completed form (along with any attachments) to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
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Note: Formal Complaints sent by fax or e-mail will not be accepted.

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.

EXHIBIT “2”

PENNSYLVANIA PUBLIC UTILITY COMMISSION

MOSES HOGGARD

Complainant

v.

PECO ENERGY COMPANY

Respondent

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:
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:
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:

DOCKET NO. F-2013-2352684

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, Shawane L. Lee, 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:

Shawane L. Lee, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, March 19, 2013



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19101-8699
215-841-6863
Shawane.lee@exeloncorp.com

PECO ENERGY
EXHIBIT 

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MOSES HOGGARD	:	
Complainant	:	
	:	
v.	:	DOCKET NO. F-2013-2352684
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

On March 13, 2013, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by Moses Hoggard (hereafter "Complainant") in the above captioned docket. Pursuant to 52 Pa. Code § 5.61, PECO 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. In his formal Complaint, Complainant states that there are incorrect charges on his bill from February 2012 until present. The Complainant claims that PECO Energy refuses to correct his bill and the company keeps demanding more money even after the bill has been paid. The Complainant is requesting that the Pennsylvania Public Utility Commission ("PUC") review all of his invoices and receipts to determine whether "PECO is lying (sic)". PECO Energy requests dismissal pursuant to 66 Pa.

C.S. §1405(c). PECO Energy additionally avers that the company has not overcharged the Complainant and that his bills are correct as rendered.

The Complainant established an account with PECO Energy for electric service at 583 Charles Street, Coatesville, PA 19320 under account number 23146-80023 on September 2, 2008. See Account Activity Statement, attached hereto as Exhibit "1". The Complainant's enrollment in PECO Energy's Customer Assistance Program ("CAP") was transferred to his new service address.¹ He had a final unpaid balance of \$2,098.49 that transferred from his previous account number 88116-77002 to his new account number on September 9, 2008. The Complainant's last recertification in the CAP program took place on July 11, 2011 under Tier D. On October 18, 2011, PECO Energy forgave \$552.34 of the Complainant's balance, under the company's In-Program Arrearage Forgiveness program. Under this program, the Complainant's balance was reduced to \$1000.00 and he was set up on a payment agreement where he was required to pay \$16.67 per month for sixty (60) months. The payment agreement defaulted on December 19, 2011.

On May 23, 2011, the Complainant requested budget billing via the company's Voice Response Unit (VRU). The company processed his request as of the May 24, 2011 bill. The Complainant contacted the company again on May 25, 2011 to confirm that he was placed on budget billing. On June 1, 2011, the Complainant contacted the company and budget billing was explained to him. He indicated he was satisfied.

The Complainant has had multiple company-issued payment agreements. Specifically, the Complainant had the following payment agreements:

¹ The Complainant had service at 124 Chester Ave., Coatesville, from 5/02/07 to 7/21/08 under account 88116-77002. He was enrolled as a CAP customer under tier D on 7/11/07 and recertified on 4/23/08.

- a. **May 7, 2008:** (on account 88116-77002). The Complainant was issued sixty (60) installments of \$28.57 on a balance of \$1,714.08. The agreement defaulted on June 23, 2008.
- b. **May 26, 2009.** The Complainant was issued a payment agreement of sixty (60) installments of 428.28 on a balance of \$1,696.70. The agreement defaulted on March 23, 2010 and was reissued on June 1, 2010.
- c. **June 1, 2010.** The Complainant was issued a payment agreement of fifty-five (55) installments of \$27.65 on a balance of \$1,520.55. The agreement defaulted.
- d. **July 11, 2011.** The Complainant was issue a sixty (60) month payment agreement of \$21.86 installments on a balance of \$1,311.84. The agreement defaulted
- e. **October 18, 2011.** The Complainant was issued a sixty (60) month payment agreement as a part of the company's CAP In Program Arrears program. Under the agreement, the Complainant was to pay \$16.66 per month on a balance of \$1,000.00. The agreement defaulted.

In addition to multiple payment agreements, the Complainant has filed numerous informal complaints as follows:

- a. **April 28, 2008.** The Complainant filed an informal complaint at BCS case number 002379715 (on account 88116-77002) requesting a payment agreement. The informal complaint was dismissed pursuant to 66 Pa. C.S. §1405(c).
- b. **April 20, 2009.** The Complainant filed an informal complaint at BCS case number 002522783 requesting a payment agreement. The informal complaint was dismissed pursuant to 66 Pa. C.S. §1405(c).
- c. **June 4, 2012.** The Complainant filed an informal complaint at BCS case number 002977070, raising an issue with his billing. The informal complaint was dismissed.
- d. **October 22, 2012.** The Complainant filed an informal complaint at BCS case number 3035615. The case was dismissed pursuant to 66 Pa. C.S. §1405(c).

See BCS Decision Reports, attached hereto as Exhibits 2(A) – 2(D).

The Complainant's current balance is \$1,144.88, which is comprised entirely of CAP arrears. See Exhibit "1". The Complainant is not entitled to a PUC ordered payment agreement on his balance as it 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 another payment agreement.

By way of further response, PECO Energy avers that the Complainant has been properly billed under the company's budget billing program. Pursuant to 17.6 of PECO Energy's tariff:

17.6 BUDGET BILLING.

(a) At the option of a customer receiving residential service under Rates R, R-H, RS-2, OP, POL and GS, an estimated total bill for all service to be received by the customer over a twelve-month period may be budgeted over the period and an average bill rendered monthly for payment each month. Any difference between the budgeted amounts so paid and the actual charges for a twelve-month budget period will at the customer's option, either be amortized over the next twelve months or incorporated into the 12th month bill. Absent an indication of preference from the customer, the debit or credit will be amortized. Budget billing may be discontinued upon the customer's request at which time any difference between budget billing amounts and actual charges becomes due and payable. If a monthly budget bill is not paid, a late fee will be added to the unpaid balance of actual charges on the next billing date in accordance with Rule 17.3 and 17.5. Any such late fee will be calculated based on the lesser of budget billing arrears and actual charged arrears. The Company may also arrange budget billing for creditworthy commercial and industrial customers.

See Section 17.6 of PECO Energy's tariff, attached hereto as Exhibit "3".

Consistent with Section 17.6, the budget bill payment amount is an average of the usage over the previous 12 months. See Exhibit "3". Budget billing defers a balance at times when the payment amount requested is lower than the monthly usage or a credit when the payment amount is higher than the monthly usage. The monthly payment amount is adjusted quarterly to ensure the billed amount is consistent with actual usage so that settlement at the end of 12 months does not adversely impact the customer. PECO Energy avers that the Complainant was billed correctly and in compliance with Section 17.6 of the company's tariff.

Finally, the Complainant does not pay the full billed amount each month by the due date. See Exhibit "1". Additionally, payments that post to the account after the due date are late payments, and a payment is considered late, regardless of the posting date, if it does not satisfy the full billed amount.

5. Denied.

6. Admitted

7. Admitted.

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 to the Complaint and states:

1. The Complainant was originally enrolled in CAP on July 11, 2007 under Tier D.

2. The Complainant's last recertification in the CAP program took place on July 11, 2011 under Tier D.

3. On October 18, 2011, PECO Energy forgave \$552.34 of the Complainant's balance, under the company's In-Program Arrearage Forgiveness program.

4. Under this program, the Complainant's balance was reduced to \$1000.00 and he was set up on a payment agreement where he was required to pay \$16.67 per month for sixty (60) months. The payment agreement defaulted on December 19, 2011.

5. The Complainant's current balance is \$1,144.88, which is comprised entirely of CAP arrears See Exhibit "1".

6. The Complainant is not entitled to a PUC ordered payment agreement on this balance as it contains CAP arrears.

7. 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."

8. Consequently, pursuant to 66 Pa.C.S. § 1405(c), the PUC has no jurisdiction to give the Complainant another payment agreement on that portion of his balance.

9. PECO Energy avers that the Complainant's complaint should be dismissed pursuant to 66 Pa. C.S. §1405(c).

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

Respectfully Submitted,



**Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215-568-3389**

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MOSES HOGGARD

Complainant

v.

PECO ENERGY COMPANY

Respondent

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:
:
:
:
:
:

DOCKET NO. F-2013-2352684

VERIFICATION

I, Shawane L. Lee, 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: March 19, 2013



Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MOSES HOGGARD	:	
Complainant	:	
	:	
v.	:	DOCKET NO. F-2013-2352684
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I, Shawane L. Lee, 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 mailing a copy, properly addressed and postage prepaid to:

Moses Hoggard
583 Charles Street
Coatesville, PA 19320

Dated at Philadelphia, Pennsylvania, March 19, 2013



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

EXHIBIT “1”

CUAN038

PECO Account Activity Statement

Date: 03/15/13
Page: 1 of 3

*** Account Information ***

Account Number: 23146-80023
Account Status: Active
Requested By: MOSES J HOGGARD
1884 631-8780 Extensions:

Mail To: MOSES J HOGGARD
583 CHARLES ST
CONTSVILLE PA 19320

Current Bill: \$197.00
Billed Prior: \$967.88
Balance Due: \$1144.88
Service Address: 583 CHARLES ST
CONTSVILLE PA 19320

Credit Amount: \$0.00
Deposit Requested: \$0.00
Deposit On-Hand: \$0.00
Meter Bill Grp: 17
Meter CAP Opt D Electric Residential Service

*** Current Account Status ***

DATE	CHANGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	RM
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\$1409.95

\$118.19

\$27.65

\$1382.30

\$3.03

\$252.68

\$125.10

\$8.96

\$120.93

\$206.15

\$13.59

\$129.46

\$28.43

\$89.14

\$72.32

\$29.77

\$795.00

\$102.09

\$1243.84

\$132.00

\$27.64

\$26.00

\$150.00

\$131.00

\$21.86

\$1289.98

\$131.00

\$20.76

\$200.52

310

REC'D Account Activity Statement

Date: 03/15/13
Page: 3 of 3

DATE	CHANGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	MM	CCF	MM
08/14/12	Payment											
08/22/12	BUDGET BILLING	07/23/12 08/21/12			\$146.00	\$146.00						
	** Budget Bill Detail **	Actual Bill Amount: 133.67										
08/22/12	DEFERRED PAYMENT AGREEMENT											
08/22/12	Regular Bill				\$16.67		\$470.58	\$307.91	09/13	1307		
09/11/12	Payment											
09/18/12	Bill Out DPA due to Default				\$816.71	\$146.00						
09/21/12	BUDGET BILLING	08/21/12 09/20/12			\$129.00							
	** Budget Bill Detail **	Actual Bill Amount: 135.64										
09/21/12	Regular Bill				\$129.00		\$1270.49	\$1141.29	10/15	1320		
10/12/12	Payment											
10/22/12	BUDGET BILLING	09/20/12 10/21/12			\$129.00	\$136.64						
	** Budget Bill Detail **	Actual Bill Amount: 164.27										
10/22/12	Regular Bill				\$129.00		\$1262.65	\$1133.65	11/13	1417		
11/13/12	Payment Agreement											
11/20/12	BUDGET BILLING	10/21/12 11/19/12			\$129.00	\$164.27						
	** Budget Bill Detail **	Actual Bill Amount: 331.56										
11/20/12	DEFERRED PAYMENT AGREEMENT											
11/20/12	Regular Bill				\$129.00		\$444.01	\$298.34	12/12	2431		
12/17/12	Payment											
12/21/12	BUDGET BILLING	11/19/12 12/20/12			\$783.37	\$260.00						
	** Budget Bill Detail **	Actual Bill Amount: 314.90										
12/21/12	Regular Bill				\$129.00		\$1096.38	\$967.38	01/16	2330		
01/15/13	Payment Agreement											
01/16/13	Payment											
01/25/13	BUDGET BILLING	12/20/12 01/24/13			\$197.00	\$148.50						
	** Budget Bill Detail **	Actual Bill Amount: 312.22										
01/25/13	DEFERRED PAYMENT AGREEMENT											
01/25/13	Regular Bill				\$197.00		\$378.18	\$164.51	02/19	2527		
02/20/13	Payment											
02/25/13	BUDGET BILLING	01/24/13 02/24/13			\$197.00	\$16.67						
	** Budget Bill Detail **	Actual Bill Amount: 316.53										
02/25/13	DEFERRED PAYMENT AGREEMENT											
02/25/13	Regular Bill				\$197.00		\$396.85	\$101.18	03/19	2556		
02/25/13	Late Payment Charge				\$16.67	\$18.24						

EXHIBIT “2”



March 18, 2013

BCS Decision Report

BCS Case #: 002379715 **Open Date:** 2008-04-28
Customer Name: MOSES HOGGARD
Service Address: 124 CHESTER AVE

COATESVILLE, PA 19320
BCS Bill Account #: 8811677002 **Previous Case #:** 2379705
Violation Type: NO **Chapter Type:**
Decision Type: **Section / Rule:**
Investigator Name: VALERIE FISHER

Decision Issued Date: 2008-08-18
Case Closed Date: 2008-08-16

Letter Description:
CAP REVIEWED / NO DECISION

Total Balance:	\$2000.56	Balance Date:	2008-05-22
Amount to Restore Service:	\$0.00	Amount to Continue Service:	\$0.00
Date Payment Due:		Regular Budget Amount:	\$0.00
Special Budget Payment:	\$0.00	Final Bill Monthly Payment:	\$0.00
Plus Arrears Payment:	\$0.00	End of Month Payment:	\$0.00
Current Monthly Payment:	\$0.00		
Payment Terms:			

PAR Description:

Resolution Description:
CASE DISMISSED, CAP ENROLLED



March 18, 2013

BCS Decision Report

BCS Case #: 002522783 **Open Date:** 2009-04-20
Customer Name: MOSES HOGGARD
Service Address: 583 CHARLES STREET

COATESVILLE, PA 19320
BCS Bill Account #: 2314680023 **Previous Case #:**
Violation Type: NO **Chapter Type:**
Decision Type: W **Section / Rule:**
Investigator Name: JULIA BYNDAS

Decision Issued Date: 2009-05-08
Case Closed Date: 2009-05-06

Letter Description:
CAP REVIEWED / NO DECISION

Total Balance:	\$1696.70	Balance Date:	2009-04-28
Amount to Restore Service:	\$0.00	Amount to Continue Service:	\$0.00
Date Payment Due:		Regular Budget Amount:	\$0.00
Special Budget Payment:	\$0.00	Final Bill Monthly Payment:	\$0.00
Plus Arrears Payment:	\$0.00	End of Month Payment:	\$0.00
Current Monthly Payment:	\$0.00		
Payment Terms:			

PAR Description:

Resolution Description:
DISMISS 1405C. THIS IS CAP RATE CUSTOMER. CUSTOMER IS NOT ELIGIBLE FOR PUC PMT ARR. THE DATE OF COMPLAINT RESOLUTION AND EXPIRATION OF THE STAY OF TERMINATION IS MAY 13, 2009.



March 18, 2013

BCS Decision Report

BCS Case #: 002977070 **Open Date:** 2012-06-04
Customer Name: MOSES HOGGARD
Service Address: 583 CHARLES STREET

COATESVILLE, PA 19320
BCS Bill Account #: 2314680023 **Previous Case #:**
Violation Type: NO **Chapter Type:**
Decision Type: O **Section / Rule:**
Investigator Name: RUBY LIDLE

Decision Issued Date:
Case Closed Date: 2012-09-05

Letter Description:
NO LETTER REQUIRED

Total Balance:	\$1321.15	Balance Date:	2012-06-07
Amount to Restore Service:	\$0.00	Amount to Continue Service:	\$0.00
Date Payment Due:		Regular Budget Amount:	\$0.00
Special Budget Payment:	\$0.00	Final Bill Monthly Payment:	\$0.00
Plus Arrears Payment:	\$0.00	End of Month Payment:	\$0.00
Current Monthly Payment:	\$0.00		
Payment Terms:			

PAR Description:

Resolution Description:
CASE DISMISSED CO REPORTS CU OWES 307.91 CAP C/UP PLUS 146 CUB BILL W DD OF 8/15 MAKING TOTAL OF 453.91.9/2011 ADVISED NISHA AND SHE AGREED THAT IS CORRECT AND AGREED TO VERBAL DISMISSAL



March 18, 2013

BCS Decision Report

BCS Case #: 003035615 **Open Date:** 2012-10-22
Customer Name: MOSES HOGGARD
Service Address: 583 CHARLES STREET

COATESVILLE, PA 19320
BCS Bill Account #: 2314680023 **Previous Case #:** 2977070
Violation Type: NO **Chapter Type:**
Decision Type: W **Section / Rule:**
Investigator Name: JASON KEAN

Decision Issued Date:
Case Closed Date: 2013-01-28

Letter Description:

Total Balance:	\$1250.69	Balance Date:	
Amount to Restore Service:	\$0.00	Amount to Continue Service:	\$0.00
Date Payment Due:		Regular Budget Amount:	\$0.00
Special Budget Payment:	\$0.00	Final Bill Monthly Payment:	\$0.00
Plus Arrears Payment:	\$0.00	End of Month Payment:	\$0.00
Current Monthly Payment:	\$0.00		
Payment Terms:			

PAR Description:

Resolution Description:
DISMISS 1405(C) CAP ARREARS IN ACCOUNT BALANCE.CUSTOMET MUST RESOLVE THE ISSUE WITH THE COMPANY

EXHIBIT “3”

17. BILLING AND PAYMENT OPTIONS

BILLING PERIOD. Billing for service will be based upon the amount of use and the time interval of its delivery. The customer will be billed in accordance with rule 14.7. Rate values stated for direct application to monthly billing periods will be adjusted when time elapsed between readings is substantially greater or less than a month.

17.2 BILLING OPTIONS. A customer may select one of the following three billing options: (1) Consolidated EDC Billing; (2) Consolidated EGS Billing; and (3) Separate EDC/EGS Billing, as those terms are defined herein. If a customer does not make a selection, the customer shall receive Consolidated EDC Billing. When the Company provides Consolidated EDC Billing or Separate EDC Billing, it will comply with the terms and conditions of the Electric Generation Supplier Coordination Tariff.

17.3 PAYMENT.

(a) The Company's bills to customers are payable upon presentation. Payment for service received must be made on or before the due date shown on the bill. The due date shall be determined by the Company and shall be not less than twenty days from the date of transmittal of the bill for Rates R, R-H, R8-2, PCL and GS (including Summary Billing Accounts). The due date shall be not less than 15 days from the date of transmittal of the bill for all other rates, including Summary Billing Accounts. Notwithstanding the foregoing, the due date may be up to thirty days for accounts (including Summary Billing Accounts) with the United States of America, the Commonwealth of Pennsylvania, or any of their departments, political subdivisions, or instrumentalities. The Company may allow a reasonable amount of additional time for payment of bills on industrial and commercial accounts of creditworthy customers. If the due date that appears on a customer's bill falls on a Saturday, Sunday, bank holiday, or any other day when the offices of the Company which regularly receive payments are not open to the general public, the due date shall be extended to the next business day. The payment period will not be extended because of the customer's failure to receive a bill unless said failure is due to the fault of the Company.

(b) Payment may be made at any commercial office of the Company or at any authorized payment agency. The customer bears the risk of delivery of payment tendered on or after the date contained in any notification notice sent to the customer.

(c) The Company may require that a customer that is not creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or in cash or other immediately available funds.

(d) A customer must pay the undisputed portion of disputed bills under investigation. The Company will apply this rule to the disputed portion of disputed bills, if, and only if: (1) the Company has made diligent and reasonable efforts to investigate and resolve the dispute; (2) the result of the investigation is that the Company determines that the customer's claims are unwarranted or invalid; (3) the Commission or/and the Bureau of Consumer Services has decided a formal or informal complaint in the Company's favor and no timely appeal is filed; and (4) the customer nevertheless continues to dispute the same manner in bad faith.

17.4 PAYMENT PRIORITY. When the Company is providing Consolidated EDC Billing, Default Service or Separate EDC Billing, and the customer renders a partial payment to the Company, the payment will be applied as follows:

1. Any past due balances including those for prior PECO basic service charges, for prior EGS restrictions purchased by the Company, for prior installment amounts on payment agreements, and also for any reconversion charges.
2. Any current charges including those for PECO basic service charges, for current EGS restrictions purchased by the Company, and for current installment amounts on payment agreements.
3. Non-basic service charges.

17.5 LATE FEES AND COLLECTION COSTS. If payment is made at a Company office or authorized payment agency after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. If payment is made by mail, the late fee will be added if the payment is received by the Company more than five days after the due date shown on the bill. For Rates R, R-H, R8-2, OP, PCL and GS this late fee will be 1-1/2% per month; for all other rates the late fee will be 2% per month. If the Company files suit to collect a delinquent balance on an account (whether active or inactive) or to enforce payment of current bills, the customer will be required to pay the Company's out of pocket court costs (including filing, service, and witness fees) as ordered by the court and such costs will be added to commercial and industrial accounts.

17.6 BUDGET BILLING.

(a) At the option of a customer receiving residential service under Rates R, R-H, R8-2, PCL and GS, an estimated total bill for all service to be received by the customer over a twelve-month period may be budgeted over the period and an average bill rendered monthly for payment each month. Any difference between the budgeted amounts so paid and the actual charges for a twelve-month budget period will at the customer's option, either be amortized over the next twelve months or incorporated into the 12th month bill. Absent an indication of preference from the customer, the debit or credit will be amortized. Budget billing may be discontinued upon the customer's request at which time any difference between budget billing amounts and actual charges becomes due and payable. If a monthly budget bill is not paid, a late fee will be added to the unpaid balance of actual charges on the next billing date in accordance with Rule 17.3 and 17.5. Any such late fee will be calculated based on the lesser of budget billing amount and actual charges amount. The Company may also average budget billing for creditworthy commercial and industrial customers.

(b) When the Company provides Consolidated EDC Billing, the EGS's charges will be included in the customer's Budget Billing Plan.