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June 4, 2013

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

RE: Robert S. Brossman v. PECO Energy Company
PUC Docket No.: C-2013-2351093

Dear Ms. Chiavetta:

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

- Answer
- Answer & New Matter
- Motion Objecting to Continuance Request
- Motion for Judgment on the Pleadings
- Motion for Continuance
- Preliminary Objection
- Exceptions
- X** **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: Robert S. Brossman (via regular mail)

REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Robert S. Brossman (“Complainant”) in the above-referenced matter on May 21, 2013. On February 13, 2013, Complainant filed a formal complaint against PECO Energy. In his formal complaint, Complainant requested a payment arrangement. Respondent, PECO Energy filed an Answer with New Matter on March 15, 2013, stating that Complainant is presently enrolled in PECO Energy’s Customer Assistance Program (“CAP”) and that the balance is comprised of CAP arrears. A telephonic hearing was held before Special Agent Tiffany A. Hunt (“Special Agent Hunt”) on April 22, 2013. Special Agent Hunt issued an Initial Decision on May 7, 2013, wherein she held *inter alia*:

1. That the formal Complaint filed by Robert S. Brossman against PECO Energy Company at Docket No. C-2013-2351093 is dismissed.
2. Customer assistance program rates shall be timely paid and shall not be the subject of payment agreements negotiated or approved by the commission. 66 Pa. C.S. § 1405(c).

The Commission should sustain the Initial Decision of Special Agent Hunt. Complainant does not allege the Special Agent made an error of law or abused her discretion in any manner. Instead, Complainant excepts to the decision issued by Special Agent Hunt because he cannot afford to make one payment of the \$567.21 balance. Specifically in his exceptions, Complainant states:

I cannot afford 5 or 6 Hundred Dollars in one payment. Rent on property is Four Hundred, Fifty Dollars. I would like Exception’s in this matter

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 \$567.21 balance owed on Complainant's account 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:

- The Complainant first enrolled in PECO's CAP Program on May 24, 2006. PECO Energy Exhibit 2.
- The Complainant re-enrolled in PECO's CAP program on May 13, 2010, and is currently a CAP customer. PECO Energy Exhibit 2.
- As of the date of the hearing, the Complainant's account balance was \$567.21. PECO Energy Exhibits 1, 2.

As Special Agent Hunt correctly stated in her Initial Decision:

As of the date of the hearing, the Complainant's account balance was \$567.21. PECO Energy Exhibit 1. As of the date of the hearing, the Complainant's entire account balance was subject to CAP rates. The Commission cannot order a payment agreement on this amount; it must be timely paid, pursuant to 66 Pa. Code § 1405(c).

See Robert S. Brossman v. PECO Energy Company, Initial Decision (C-2013-2351093, Order entered May 7, 2013), p. 5.

The \$500 or \$600 payment the Complainant refers to in his 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 \$567.21 balance, which is comprised of CAP arrears.

Special Agent Hunt's Initial Decision correctly applied the standard, by denying the Complainant a payment agreement on the \$567.21 balance pursuant to 66 Pa.C.S. § 1405(c). As Special Agent Hunt 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, Special Agent Hunt's decision, dismissing the Complainant's formal complaint 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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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ROBERT S. BROSSMAN

COMPLAINANT

v.

PECO ENERGY COMPANY,

RESPONDENT

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Docket Nos. C-2013-2351093

CERTIFICATE OF SERVICE

I, Shawane L. Lee, hereby certify that I have this day served a true copy of the foregoing Reply Exceptions upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**Robert S. Brossman
3342 Rand Street
Philadelphia, PA 19134**

Dated at Philadelphia, Pennsylvania, June 4, 2013



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