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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: Ramona Foster-Lang v. PECO Energy Company**  
**PUC Docket No.: F-2012-2336694**

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
<u>X</u>	<b>Reply Exceptions</b>
—	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: Ramona Foster-Lang (via regular mail)



## **REPLY EXCEPTIONS**

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Ramona Foster-Lang (“Complainant”) in the above-referenced matter on May 31, 2013. On November 28, 2012, Complainant filed a formal complaint against PECO Energy. In her formal complaint, Complainant requested a payment arrangement. Respondent, PECO Energy filed an Answer with New Matter on December 12, 2012, stating that Complainant is not entitled to a new payment agreement as she has not demonstrated a decrease in income. A telephonic hearing was held before Special Agent Tiffany A. Hunt (“Special Agent Hunt”) on March 29, 2013. Special Agent Hunt issued an Initial Decision on May 3, 2013, wherein she held *inter alia*:

1. That the formal Complaint filed by Ramona Foster-Lang against PECO Energy Company at Docket No. F-2012-2336694 is dismissed.
2. The Commission is without authority to issue a second or subsequent payment agreement, absent a change in income, if a customer has defaulted on a previous payment agreement. 66 Pa. C.S. § 1405(d).

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 the Complainant alleges that her household size changed since the hearing. Specifically in her exceptions, Complainant states:

My household has increased since the hearing which occurred on March 31, 2013. The household includes my son who is currently not employed, and will does not qualify for unemployment. My grandson was born on May 6, 2013 and he and my daughter are living in my household. My daughter is not employed, and does not qualify for unemployment. The total household is 4 instead of 2.

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 at the time of the hearing, Complainant had a household size comprised of two individuals. Consequently, Special Agent Hunt based her decision on the testimony and evidence in the record, concerning the Complainant’s household size at that time. Specifically, the record demonstrates that:

- The Commission issued a Level 2 payment agreement to the Complainant at Bureau of Consumer Services (“BCS”) Case No. 3029306 based on a household size of 2 adults and 1 child and a monthly household income of \$3,583.
- Ms. Foster-Lang testified that she lives with her twenty-one (21) year old daughter at the Service Address.
- The Complainant’s daughter works part-time, approximately twelve and one-half (12 1/2) hours per week, and earns \$8.50.
- The Complainant’s annual household income is approximately \$31,525 (\$2,627 per month).
- As of the date of the hearing, the Complainant’s account balance was \$1,779.05. PECO Exhibit 1.

As Special Agent Hunt correctly stated in her Initial Decision:

While the Complainant has experienced a decrease of income since the BCS decision, her household size has also decreased from three (3) to two (2) people. As a result, her household income level has remained the same and she is not entitled to different payment terms. Caroline Maitland v. UGI Penn Natural Gas, Inc. Docket No. C-20078353 (Order entered August 20, 2008).

See Ramona Foster-Lang v. PECO Energy Company, Initial Decision (F-2012-2336694, Order entered May 3, 2013), p. 6.

The household size change the Complainant refers to her in her exceptions occurred *after* the March 29, 2013 hearing. The Complainant's son came to live with her *after* the hearing. Additionally, her grandson was born on May 6, 2013, *after* the scheduled hearing. The evidence and testimony at the time of the hearing included two adults in the household. The additional individuals who came to the household subsequent to the hearing could not be considered in Special Agent Hunt's decision. Accordingly, Special Agent Hunt correctly concluded there was no change in income level based on the evidence before her.

66 Pa.C.S. § 1405(d) provides that absent a change in income, the Commission cannot grant a second or subsequent payment agreement, if the customer defaults on the first payment agreement. In this case, the Complainant was issued a previous payment agreement under BCS Case number 3029306. At the time of the hearing, she could not demonstrate a change of income. Consequently, pursuant to 66 Pa.C.S. § 1405(d), the PUC has no jurisdiction to give the Complainant a payment agreement on the \$1,779.05 balance.

Special Agent Hunt's Initial Decision correctly applied the standard, by denying the Complainant a payment agreement on the \$1,779.05 balance pursuant to 66 Pa.C.S. § 1405(d). As Special Agent Hunt concluded, "the payment agreement established at BCS Case No. 3029306 is the most favorable payment agreement to which the Complainant is entitled. The Complainant must make monthly payments as directed by BCS." See Initial Decision, p. 6. 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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