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June 12, 2013

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

RE: Brenda Crawford v. PECO Energy Company
PUC Docket No.: C-2012-2335088

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
- 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: Brenda Crawford (via regular mail)

REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Brenda Crawford (“Complainant”) in the above-referenced matter on June 3, 2013. On November 6, 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 November 30, 2012, 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 1, 2013. Special Agent Hunt issued an Initial Decision on April 10, 2013, wherein she held *inter alia*:

1. That the formal Complaint filed by Brenda Crawford against PECO Energy Company at Docket No. C-2012-2335088 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 she cannot afford to pay the \$2,306.75 balance at issue. Specifically in her exceptions, Complainant states:

In 2008, I lost my job and was unemployment, until 2010. I have been unable to pay my bills since then (sic). I continue to look for work every day. But it has been very hard, because of my age. Therefore, without a payment arrangement I am unable to pay the \$2,306.75, based on my current income.

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 \$2,306.75 balance 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 has been enrolled in PECO's Customer Assistance Program (CAP) since March 11, 2008. PECO Energy Exhibit 2.
- As of the date of the hearing, the Complainant's account balance was \$2,306.75. PECO Energy Exhibit 1.
- As of the date of the hearing, the Complainant's entire balance was subject to CAP rates. PECO Energy Exhibit 1.

As Special Agent Hunt correctly stated in her 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 \$2,306.75 balance 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 \$2,306.75 balance, which is comprised of CAP arrears.

Further, the Complainant excepts to Special Agent Hunt's Initial Decision as the decision does not consider her "inability to pay." Additionally, the Complainant claims she never received a bill in her name for \$4,675.32. First, Special Agent Hunt was not required to consider the Complainant's ability to pay the \$2,306.75 balance. The balance at issue is comprised

entirely of CAP arrears; and therefore, Special Agent Hunt is not permitted to issue a payment agreement on this balance pursuant to 66 Pa.C.S. § 1405(c). The \$4,675.32 balance the Complainant questions and requests additional documentation for was entirely forgiven by PECO Energy under the company's forgiveness program. PECO Energy Exhibit 1. Accordingly, these issues are not a basis to overturn Special Agent Hunt's decision.

Special Agent Hunt's Initial Decision correctly applied the standard, by denying the Complainant a payment agreement on the \$2,306.75 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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