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August 12, 2013

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

**RE: Emory Blackshir v. PECO Energy Company**  
**PUC Docket No.: C-2012-2335357**

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 to Admit Exhibits
- 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: Emory Blackshir (via first class mail)



## REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Emory Blackshir (“Complainant”) in the above-referenced matter on August 5, 2013. On November 20, 2012, Complainant filed a formal complaint against PECO Energy. In his formal complaint, Complainant alleged there were incorrect charges on his bill and requested a payment arrangement. Respondent, PECO Energy filed an Answer with New Matter on December 3, 2012, stating that Complainant is not entitled to a new payment agreement as he defaulted on a previous Bureau of Consumer Services (“BCS”) payment agreement and has not demonstrated a decrease in income. A telephonic hearing was held before Administrative Law Judge Kandace F. Melillo (“ALJ Melillo”) on May 2, 2013. ALJ Melillo issued an Initial Decision on June 26, 2013, wherein she held *inter alia*:

1. Complainant failed to establish a prima facie case of overbilling. Bennett v. Peoples Natural Gas Company, Docket No. C-2009-2122979, Order entered October 13, 2010.
2. Complainant failed to establish his entitlement to another payment agreement on his balance. 66 Pa.C.S. § 1405(d) and (e).

The Commission should sustain the Initial Decision of ALJ Melillo. Complainant does not allege ALJ Melillo made an error of law or abused her discretion in any manner. Instead, Complainant excepts to the decision issued by ALJ Melillo because the Complainant alleges that he cannot afford to make payments on his \$19,800.00 balance and he questions his billing. Specifically in his exceptions, Complainant states:

Each time that I tried to make an agreement with PECO, they would start me with paying an amount that there's no way I can afford. I don't have 8,000 dollars to put down to start out paying them but I will agree that if given a fair chance not only will I pay my bill but be a better customer.....If my bill was really looked at you would see that most of my bill is charges and not what I really owe. I just received a bill that says I owe over \$19,800.00 when clearly I've been paying 800.00 dollars a month for the last 5 months.

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 \$19,822.84 balance accrued not because of billing errors or high bills, but because the Complainant simply has not paid his electric bill over several years. ALJ Melillo’s Initial Decision astutely recognizes that Mr. Blackshir has incurred this large balance and skillfully avoided termination by using the administrative process. Specifically, the record demonstrates that:

- Mr. Blackshir’s PECO bills were accurate and reflected usage at the household and the potential to use the electricity at the premises for which he was billed. Tr. 121-129; PECO Energy Ex. 5-6.
- As of the date of the hearing, Mr. Blackshir’s PECO balance was \$19,822.44, which includes \$2,799.87 in late payment charges. Tr. 76.
- In the last four (4) complete calendar years, only eight (8) valid payments were received. Five (5) additional payments were made but the checks were returned for insufficient funds. Tr. 73 -74.
- Mr. Blackshir avoided termination by filing disputes with the Company and securing fifteen (15) Utility Reports.
- Mr. Blackshir avoided termination by obtaining nine (9) medical certifications.
- Mr. Blackshir resolved a formal complaint with PECO filed at Docket No. C-2010-2198106 by entering into a payment agreement he did not keep.

- Mr. Blackshir filed four (4) informal complaints with the BCS. The BCS issued Mr. Blackshir a payment agreement in May 2008, which was not kept. Tr. 86.

- Since May, 2008, when Mr. Blackshir was issued a payment agreement from the BCS, his gross household income has increased. Tr. 18, 30-32.

As ALJ Melillo correctly stated in her Initial Decision:

In the instant case, Mr. Blackshir failed to present any concrete evidence that his bills were unreasonably high, other than stating that this bill did not go down in August, 2012 when he was on vacation. His position simply was that he questioned all his bills. There was no evidence presented that the number of occupants or potential for energy utilization had decreased from past periods or any other evidence tending to show a billing error.

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During the time when Complainant was avoiding termination through various administrative processes, his balance was increasing. According to PECO Energy Ex. 1, Complainant's balance was \$8,325.57 at the beginning of 2009, but by the time of the settlement of Complainant's Formal Complaint in August 2011, it had increased to almost \$14,000. The BCS four (4) informal decisions contained in PECO Energy Exs. 8-11 also show increases in the balance in each successive BCS decision.

See Emory Blackshir v. PECO Energy Company, Initial Decision (C-2012-2335357, Order entered June 26, 2013).

First, Mr. Blackshir presented no evidence there were problems with his billing or that PECO incorrectly billed him. Mr. Blackshir simply alleged that his meter was not working and he felt that he was paying for more electricity than he was using. However, PECO presented a high bill field foreman who testified that the meter at Mr. Blackshir's residence had been tested and the meter was operating within Company and Commission guidelines. Further, there had been two high bill field investigations performed at Mr. Blackshir's residence in 2009 and 2013, where an appliance analysis and passing load tests were performed to check for foreign wiring. The field investigations demonstrated that Mr. Blackshir has the potential to use the electric for

which he was billed and there is nothing that caused his high balance other than non-payment over several years.

Second, despite Mr. Blackshir's contentions in his exceptions that he would "keep an agreement that was fair based on how much money [he has] coming in", Mr. Blackshir has defaulted on every payment agreement issued to him by PECO and the BCS. He is not entitled to another payment agreement. 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 2382173. At the time of the hearing, Mr. Blackshir could not demonstrate a change of income – indeed his income had increased. Additionally, Mr. Blackshir had no significant change in circumstance to warrant another payment agreement in place of his previously defaulted agreement. Consequently, pursuant to 66 Pa.C.S. § 1405(d), the PUC has no jurisdiction to give the Complainant a payment agreement on Mr. Blackshir's \$19,822.44 balance. ALJ Melillo's Initial Decision correctly applied the standard, by denying the Complainant a payment agreement on the \$19,822.44 balance pursuant to 66 Pa.C.S. § 1405(d). As ALJ Melillo concluded:

The Commission established a payment agreement for Complainant in May, 2008, when BCS issued an informal decision allowing for payment of \$296 per month on the arrearage plus the budget bill (\$234 at the time), on a balance of \$7,094.62. This payment agreement was not kept. Since that time, however, the Complainant's household income has increased by the Complainant's own admission, not decreased, and therefore, Complainant cannot meet the "change in income" criterion required for issuance of another Commission payment agreement.

” See Initial Decision, p. 11. Accordingly, ALJ Melillo'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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**EMORY BLACKSHIR**

**COMPLAINANT**

**v.**

**PECO ENERGY COMPANY,**

**RESPONDENT**

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**Docket No. C-2012-2335357**

**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: August 12, 2013

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Shawane L. Lee

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>EMORY BLACKSHIR</b>	:	
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<b>COMPLAINANT</b>	:	
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<b>v.</b>	:	<b>Docket No. C-2012-2335357</b>
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<b>PECO ENERGY COMPANY,</b>	:	
	:	
<b>RESPONDENT</b>	:	
	:	

**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).

**Emory Blackshir  
92 Penn Lane  
Fallsington, PA 19054**

Dated at Philadelphia, Pennsylvania, August 12, 2013



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