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June 2, 2014

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

**RE: LeRoy Scott v. PECO Energy Company**  
**PUC Docket No.: F-2013-2388439**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company Reply Exceptions* with regard to the matter referenced above.

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,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a stylized flourish at the end.

Shawane Lee  
Counsel for PECO Energy Company

sl/LO

cc: LeRoy Scott (via first class mail)



## REPLY EXCEPTIONS

PECO Energy Company (“PECO”) hereby replies to the Exceptions filed by LeRoy Scott (“Complainant”) in the above-referenced matter on May 23, 2014. On September 30, 2013, Complainant filed a formal complaint against PECO. In his formal complaint, Complainant alleged there were incorrect charges on his bill; requested a payment arrangement, and checked the box “I am having a reliability, safety or quality problem with my utility service.” Complainant also disputed a meter tampering fee assessed to his account. Respondent, PECO Energy filed an Answer with New Matter on October 23, 2013. A hearing was held before Administrative Law Christopher Pell (“ALJ Pell”) on January 27, 2014. ALJ Pell issued an Initial Decision on April 29, 2014, wherein he held *inter alia*:

That the Complaint of LeRoy Scott against PECO Energy Company at docket No. F-2013-2388439 is denied in part and sustained in part. It is denied that the complainant did not prove by a preponderance of the evidence that respondent billed him incorrectly for service. It is sustained in that the complainant is entitled to a Commission-issued payment agreement on his outstanding balance.

The Commission should sustain the Initial Decision of ALJ Pell. Complainant excepts to the decision issued by ALJ Pell because he disputes the \$957.55 balance ALJ Pell determined the Complainant owes to PECO Energy, and states he owes only \$266.94. Complainant states the meter tampering fee should be excluded from the \$957.55 balance. Complainant additionally states that he paid \$150.00 but PECO never applied the \$150.00 to his account. Complainant disputes the date PECO disconnected his service at 4125 Parrish Street.

The record clearly demonstrates that ALJ Pell correctly determined that the Complainant owes a \$957.55 balance. The \$957.55 balance is comprised of usage charges from 4125 Parrish Street, Philadelphia and 104 Richfield Road. The \$957.55 includes a \$150.00 payment applied

to the Complainant's account and excludes a \$920.00 tampering fee. The Complainant did not meet his burden of proof that he requested discontinuance of service at an earlier date. Specifically, the record reflects the following:

1) Complainant had electric service at 4125 Parrish Street from January 16, 2009 until he discontinued service at that address on May 10, 2011. Tr. 25, 40.

2) At the 4125 Parrish Street address, Complainant made two payments to his account in the amount of \$150.00. The payments were applied to his account on April 14, 2011 and April 20, 2011 – one month before Complainant discontinued service. PECO Exhibit 5.

3) Complainant left a final unpaid bill from 4125 Parrish Street in the amount of \$1,457.57. The final bill included a \$920.00 tampering fee. Tr. 28-29. PECO Exhibit 4.

4) Complainant established service at 104 Richfield Road on October 12, 2012. Tr. 31.

5) PECO transferred Complainant's unpaid \$1,457.57 balance to his new service address at 104 Richfield Road on October 12, 2012. PECO Exhibit 2.

6) PECO transferred a \$150.00 payment made to his 4125 Parrish Street account and credited that payment to his account at 104 Richfield Road on October 18, 2012. PECO Exhibit 2.

7) Complainant made minimal payments on his account at 104 Richfield Road. By the time of the hearing, Complainant incurred usage charges in the amount of \$1,877.55. PECO Exhibit 1.

8) PECO Energy agreed to credit Complainant's account \$920.00 for the tampering fee. Tr. 28-29.

9) Complainant's total balance due to PECO is \$957.55 (\$1,877.55 - \$920.00). Tr. 37-38.

10) ALJ Pell issued Complainant a twenty-four (24) month payment agreement on the \$957.55 balance.

ALJ Pells's Initial Decision should be upheld. The record demonstrates that Complainant established service at 4125 Parrish Street and did not discontinue service until May 10, 2011. Complainant did not offer any evidence to the contrary and offered conflicting testimony regarding the date he actually left 4125 Parrish Street. The evidence shows that Complainant continued making payments until April 2011 – one month before he called to discontinue service. PECO Exhibit 5. Accordingly, the May 10, 2011, discontinuance date is correct and Complainant owes all usages charges up through that date. While at that 4125 Parrish Street, Complainant incurred a final unpaid balance, which was subsequently transferred to his new service address at 104 Richfield Road. The final unpaid balance included a \$920.00 tampering fee. During the time Complainant had service at his new service address at 104 Richfield Road, Complainant made minimal payments to his account, which resulted in a \$1,877.55 balance. At the hearing, PECO agreed to credit the \$920.00 tampering fee. This reduced Complainant's balance to \$957.55. This is the balance that ALJ Pell properly determined is the balance Complainant owes to PECO. As ALJ Pell correctly stated in his Initial Decision:

The outstanding balance on the complainant's bill is due, in part, to the unpaid balance he was properly billed for that he carried over from 4125 Parrish Street. His outstanding balance is also due to missed and late payments on his account for service at his subsequent address. It is not due to PECO billing him for services after he requested discontinuance of service to 4125 Parrish Street. Clearly, the complainant did not meet his burden of demonstrating that PECO billed him incorrectly for service.

See LeRoy Scott v. PECO Energy Company, Initial Decision (F-2013-2388439, Order entered June 26, 2013).

For the reasons set forth above, PECO respectfully requests that the Commission deny the Complainant's Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



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