



Exelon Business Services Company
Legal Department

2301 Market Street/S23-1
Philadelphia, PA 19103

215 568 3389 Fax
www.exeloncorp.com

Direct Dial: 215.841.6841

June 30, 2014

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

RE: Schenevelyn Samuel v. PECO Energy Company
PUC Docket No.: F-2013-2395646

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Reply Exceptions of PECO Energy Company* 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, wavy line extending from the end.

Shawane Lee
Counsel for PECO Energy Company

sl/LO

cc: Schenevelyn Samuel (via First Class Mail)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SCHENEVELYN SAMUEL

COMPLAINANT

v.

PECO ENERGY COMPANY,

RESPONDENT

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Docket No. F-2013-2395646

REPLY EXCEPTIONS OF PECO ENERGY COMPANY

**Shawane L. Lee, Esquire
2301 Market Street
Philadelphia, PA 19103
215.841.6841
Shawane.Lee@exeloncorp.com
Counsel for PECO Energy Company**

DATE: June 30, 2014

REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Ramona Foster-Lang (“Complainant”) in the above-referenced matter on June 16, 2014. On November 27, 2013, Complainant filed a formal complaint against PECO Energy. In her formal complaint, Complainant requested a payment arrangement. Respondent, PECO Energy filed an Answer on December 12, 2013, stating that Complainant is not entitled to a new payment agreement as her balance is comprised of Customer Assistance Program (“CAP”) arrears and she previously defaulted on a Bureau of Consumer Services (“BCS”) issued payment agreement. An in-person hearing was held before Administrative Law Judge Darlene R. Davis Heep (“ALJ Heep”) on February 20, 2014. ALJ Heep issued an Initial Decision on April 17, 2014, wherein she held *inter alia*:

1. Complainant is not eligible for a payment agreement. 66 Pa.C.S.A. § 1405(d).
2. That all claims and the request for relief of Schenevelyn Samuel at F-2013-2395646 are dismissed and denied.

The Commission should sustain the Initial Decision of ALJ Heep. Complainant does not allege that ALJ Heep made an error of law or abused her discretion in any manner. Instead, Complainant excepts to the decision issued by ALJ Heep because she does “not agree with decision that was made concerning [her] complaint regarding PECO Energy.” Specifically in her exceptions, Complainant states:

I’m not dispute (sic) the charges because I agreed to the payment arrangement of 707.00 every month even though I only agree because I had to. My dispute is half the charges on the bill was because of the high payment plans I was put on. The payment arrangement that I am asking for was to allow me to pay what my month (sic) usage and a set amount on my past due balance. I truly believe my back balance is because of the high payment plan I have.

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 Complainant never disputed that she owed the balance – she only requested a payment agreement on the balance. The record clearly demonstrates that at the time of the hearing, Complainant had a balance of \$5,452.37. The Complainant had been enrolled in the CAP program on April 2013. (Tr. 10, PECO Exhibit “5”.) Accordingly, her \$5,452.37 balance was comprised of \$1,146.16 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 \$1,146.16 balance arrearage billed at the CAP rate.

With regard to the remaining balance, the Complainant was not entitled to a PUC issued payment agreement because she had previously defaulted on a BCS issued agreement. The record reflects that the BCS issued the Complainant a payment agreement on September 18, 2008. The Complainant defaulted on that payment agreement. (PECO Exhibit “6”, Tr. 18). At the time the payment agreement defaulted, Complainant’s income was \$1,706.25. (Tr. 10). The Complainant’s income decreased to \$1,680. This 1.5% decrease was insufficient to permit a payment agreement for a change of income under 66 Pa.C.S. § 1403. 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 by the BCS. At the time of the hearing, she could not demonstrate a change of income under 66 Pa.C.S. § 1403 . Consequently, pursuant to 66 Pa.C.S. § 1405(d), the PUC has no jurisdiction to give the Complainant a payment agreement on the Complainant's remaining non-CAP balance.

As ALJ Heep correctly stated in her Initial Decision:

As Complainant was previously awarded and defaulted upon a Commission-issued payment arrangement, 66 Pa.C.S. § 1405(d) prohibits awarding another payment arrangement absent a change in income.

See Schenevelyn Samuel v. PECO Energy Company, Initial Decision (F-2013-2395646, Order entered April 17, 2014).

ALJ Heep's Initial Decision correctly applied the standard, by denying the Complainant a payment agreement on her \$5,452.37 balance pursuant to 66 Pa.C.S. § 1405(c) and 66 Pa.C.S. § 1405(d). Further, the Complainant never disputed her balance at the hearing and only now in her Exceptions attempts to dispute "billing usage". This issue was never raised in the formal complaint or at the hearing and should not be considered. Accordingly, ALJ Heep'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,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
Direct Dial: 215.841.6841
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SCHENEVELYN SAMUEL

COMPLAINANT

v.

PECO ENERGY COMPANY,

RESPONDENT

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Docket No. F-2013-2395646

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: June 30, 2014



Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SCHENEVELYN SAMUEL

COMPLAINANT

v.

PECO ENERGY COMPANY,

RESPONDENT

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Docket No. F-2013-2395646

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).

**Schenevelyn Samuel
5923 Webster Street
Philadelphia, PA 19143**

Dated at Philadelphia, Pennsylvania, June 30, 2014



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
Direct Dial: 215.841.6841;
Fax: 215.568.3389