



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

August 21, 2014

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

**RE: Barry and Deborah Harshbarger v. PECO Energy Company**  
**PUC Docket No.: F-2014-2417792**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company's 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 long, sweeping underline.

Shawane Lee  
Counsel for PECO Energy Company

sl/LO



## REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Barry and Deborah Harshbarger (“Complainants”) in the above-referenced matter on August 13, 2014. On April 17, 2014, Complainants filed a formal complaint against PECO Energy. In their formal complaint, Complainants request a payment agreement and allege they have fallen behind on their bills. Respondent, PECO Energy filed an Answer on April 30, 2014, stating that Complainants are not entitled to a new payment agreement as they defaulted on a previous Bureau of Consumer Services (“BCS”) payment agreement and have not demonstrated a decrease in income. A telephonic hearing was held before Special Agent Jennedy S. Johnson (“Special Agent Johnson”) on June 18, 2014. Special Agent Johnson issued an Initial Decision on July 15, 2014, wherein she held *inter alia*:

That the Formal Complaint filed by Barry and Deborah Harshbarger against PECO Energy Company at Docket No. F-2014-2417792 is dismissed.

In their exceptions, Complainants state:

Deborah Harshbargers monthly income varies greatly because I do not get paid for bad weather days or many holidays. Exception 2 – page 5 Change in circumstance. Deborah has significant medical bills due to end stage liver disease. Barry lost his job 5 years ago, and we have exhausted all savings and his pension.

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.

The record reflects that the Complainants have defaulted on every payment agreement issued to them by PECO and the BCS. They are 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 Complainants were issued a previous company payment agreement that defaulted. PECO Exh.2. In addition, the Complainants had two previous BCS issued payment agreements that defaulted. Specifically, the Complainants were issued an income Level 2 payment agreement under BCS Case Number 2830852 on May 19, 2011. That agreement defaulted. The Complainants received a second income Level 2 BCS payment agreement at Case Number 2978754 on June 12, 2012. That agreement also defaulted. At the time of the hearing, the Complainants could not demonstrate a change from their Level 2 income. Mrs. Harshbarger testified that she works as a teacher's assistant and has a monthly income of \$1,950.00. Mr. Harshbarger testified that he receives \$750 per month in Social Security. With a total monthly household income of \$2,700, the Complainants are still Level 2 income customers. Mrs. Harshbarger testified that at times she is paid an additional \$100 every two weeks for assisting at her school's Homework Club but this varies. Even if Mrs. Harshbarger did not receive this extra income, the Complainants total monthly income would still remain at a Level 2. There simply has been no significant decrease in income since the Complainants received their two BCS payment agreements.

Second, the Complainants had no significant change in circumstance to warrant another payment agreement in place of their previously defaulted agreements. Mr. Harshbarger testified that he lost his job five years ago. However, the BCS payment agreements were issued in 2011

and 2012. Mr. Harshbarger had already lost his job when these two BCS agreements were issued. Since the default of those two agreements, Mr. Harshbarger remains unemployed and has not had any subsequent job loss to warrant a significant change in circumstance. Additionally, Mrs. Harshbarger has end stage liver disease and has been battling this disease for several years. She testified that she had the disease in 2012 when the last BCS payment agreement was issued. The illness is not new and did not occur after the BCS payment agreements were issued. Accordingly, there is no significant change in circumstance. In sum, since 2011, there has been no change from Mr. Harshbarger's unemployment status and Mrs. Harshbarger's battle with end stage liver disease. Consequently, pursuant to 66 Pa.C.S. § 1405(d), the PUC has no jurisdiction to give the Complainants a payment agreement on their \$2,486.14 balance. Special Agent Johnson's Initial Decision correctly applied the standard, by denying the Complainants a payment agreement on their \$2,486.14 balance pursuant to 66 Pa.C.S. § 1405(d). As Special Agent Hunt concluded:

The Commission issued payment agreements to the Complainants at BCS Case Nos 2830852 and 2978754. Complainants defaulted on both payment agreements. Because they defaulted on the Commission-issued payment agreements, the Complainants would be entitled to a second or subsequent payment agreement only if they had experienced a "Change in Income," as defined in the Public Utility Code. 66 Pa.C.S. § 1403. The Complainants have not experienced a "Change in Income." Mrs. Harshbarger testified that their household income has remained steady since her husband lost his job five years ago and began receiving Social Security. They are not entitled to a second or subsequent payment agreement pursuant to 66 Pa.C.S. § 1405(d).

Alternatively, the Commission may not reinstate a payment agreement where the customer has defaulted except in limited circumstances. 66 Pa.C.S. § 1403, 1405(e). The Complainants did not testify and the evidence does not reflect that they have experienced a significant change in circumstance, as that phrase is defined and applied in the Public Utility Code. Therefore, the Commission may not reinstate the payment agreement at BCS Case No. 3106678.

See Initial Decision, p. 5. Accordingly, Special Agent Johnson's decision, dismissing the Complainants' 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



