



An Exelon Company

Legal Department  
2301 Market Street / S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

June 17, 2015

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

**RE: Elizabeth Vandiver. v. PECO Energy Company**  
**PUC Docket No.: C-2015-2484776**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy's Preliminary Objections* 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/ab

cc: Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>ELIZABETH VANDIVER</b>	:	
<b>Complainant</b>	:	
<b>v.</b>	:	<b>DOCKET NO. C-2015-2484776</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	
	:	

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**NOTICE TO PLEAD**

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Preliminary Objections of PECO Energy Company within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to Preliminary Objections, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane L. Lee, and where applicable, the Administrative Law Judge presiding over the issue.

File with:  
Rosemarie Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

With a copy to:  
Shawane L. Lee, Esq.  
PECO Energy Company  
2301 Market Street, S-23  
Philadelphia, PA 19103

Dated at Philadelphia, PA, June 17, 2015



---

Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street S-23  
Philadelphia, PA 19101-8699  
215-841-6863  
Shawane.Lee@exeloncorp.com

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>ELIZABETH VANDIVER</b>	:	
<b>Complainant</b>	:	
<b>v.</b>	:	<b>DOCKET NO. C-2015-2484776</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

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**PRELIMINARY OBJECTION OF RESPONDENT,  
PECO ENERGY COMPANY**

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code § 5.101(a)(4) respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient.

1. On May 29, 2015, PECO was served with a formal complaint filed by Elizabeth Vandiver (hereafter “Complainant”). A copy of the Complaint is attached hereto as Exhibit “1”.

2. In her Complaint, the Complainant alleges the following:

Without our knowledge or permission Superior Energy sold our account to Public Power in May/June 2014. Then without our permission raised our rates to 17.49 cents per kilowatt hour while PECO was charging 8.25 cents per kilowatt hour – a dramatic increase relative to prior billing and PECO’s current billing.

See Exhibit “1”.

3. In her request for relief, the Complainant states:

I called and explained we didn't know of any changes and asked that my bill be adjusted to reflect either prior billing or the rate of PECO's current billing at the time.

See Exhibit "1".

4. In essence, the Complainant is disputing the rate she paid to her supplier, Public Power for electric service.

5. PECO therefore files the instant Preliminary Objection.

6. Pursuant to 52 Pa. Code § 5.101, preliminary objections may be filed against a complaint and dismissed for legal insufficiency. 52 Pa. Code § 5.101(a)(4).

7. Commission procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil procedure. Equitable Small Transportation Intervenors. v. Equitable Gas Co., 1994 Pa.PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994).

8. In deciding preliminary objections, the Public Utility Commission must determine, based on the factual pleadings of the petitioner, if relief or recovery is possible. Roc v. Flaherty, 527 A.2d 211 (Pa. Cmwlth 1985).

9. A complaint must be able to recover under the law to survive a preliminary objection. Milliner v. Enck, 709 A.2d 417, 418 (Pa. Super. Ct. 1998) ("preliminary objection should be sustained only where it appears with certainty that, upon the facts averred, the law will not allow the plaintiff to recover").

10. All of the non-moving party's averments must be taken as true for the sake of deciding the preliminary objection. County of Allegheny v. Commw. of Pa., 490 A.2d 402 (Pa. 1985).

11. The court does not, however, need to accept, “unwarranted inferences from facts, argumentative allegations, or expressions of opinions.” Feingold v. McNulty, 2009 Phila. Ct. Com. Pl LEXIS 167, \*3.

12. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary to the public interest.

13. A hearing is required only when there is a disputed question of fact, and is not required to resolve questions of law. Dee-Dee Cab, Inc. v. Pa.Pub. Util. Comm’n, 817 A.2<sup>nd</sup> 593 (Pa.Comm. Ct. 2003), petition for allowance of appeal denied, 836 A.2d 123 (Pa. 2003).

14. Here, there are no genuine issues of fact and PECO Energy is entitled to judgment as a matter of law with respect to all of the allegations in the Complaint.

**I. Legal Insufficiency – Under both the Commission’s regulations and the contract between Public Power and the Complainant, PECO is not a party to the electric generation transaction.**

15. The Complainant disputes the rate she received from her supplier Public Power for electric service at her property.

16. By way of background, on December 3, 1996, the Pennsylvania Legislature passed the Electricity Generation Customer Choice and Competition Act (“Competition Act”) under 66 Pa.C.S. § 2807.

17. The Competition Act required electric distribution companies, such as PECO to unbundle transmission, distribution and generation rates for retail customers. The Competition Act deregulated electricity generation and provided all customers in

Pennsylvania the opportunity to choose their electric generation supplier (“EGS”). 66 Pa.C.S. § 2807.

18. Section 2806(a) explicitly states:

All customers of electric distribution companies in this Commonwealth shall have the opportunity to purchase electricity from their choice of electric generation suppliers. The ultimate choice of the electric generation supplier is to rest with the consumer.

66 Pa.C.S. § 2806(a).

19. The Pennsylvania Public Utility Commission (“Commission”) issued regulations under 52 Pa. Code § 54.1 et. seq. to enable customers to make informed choices regarding the purchase of electricity services. 52 Pa. Code § 54.1(a).

20. The Commission approved Section 23 in PECO’s Electric Tariff to set forth the requirements for customers to switch to EGSs. See PECO’s Electric Service Tariff, Section 23, attached hereto as Exhibit “2”.

21. According to the Commission-approved tariff, customers were permitted to switch to EGSs and PECO Energy would “accommodate requests to switch in accordance with [Rule 23] and any applicable Commission Orders.” See PECO’s Electric Service Tariff, Section 23.

22. The Legislature and the Commission authorized customers to choose alternative electric suppliers consistent with the Electricity Generation Customer Choice and Competition Act, the regulations promulgated under 52 Pa. Code § 54.1; and PECO’s Commission-approved Electric Service Tariff.

23. The Complainant entered into a contract with Public Power for the rates she is receiving.

24. PECO is not the same company as Public Power and the rates at issue are not PECO's rates.

25. Indeed, pursuant to 52 Pa. Code § 54.5(c), EGSs (such as Public Power) selected by the customer have to provide a written disclosure statement, stating the contract's terms of service, including the generation charges and variable pricing statement, as well as the EGS's address, telephone number, Commission license number and Internet address, if available.  
52 Pa. Code § 54.5(c)(11).

26. Additionally, pursuant to 52 Pa. Code § 54.4(b)(10), the billing statements that go out to customers who choose to receive electric supply from an EGS must include the following statements:

(i) Generation prices and charges are set by the electric generation supplier you have chosen.

27. The Complainant was placed on notice through her billing statement that her electric supplier sets the rates she is charged – not PECO.<sup>1</sup>

28. Further, PECO is not a party to the contract between the Complainant and Public Power.

29. PECO's Electric Supplier Tariff specifically states at Section 5.4.1:

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<sup>1</sup> PECO's billing statement specifically instructs customers to obtain information about switching to an EGS at [www.papowerswitch.com](http://www.papowerswitch.com). Once there, it states: "*Electric generation suppliers are responsible for posted prices. Please consult the...electric generation supplier for prices, including introductory prices, renewable energy add on options, cancellation policies and any other discounts that may be available to you.*" There is also a consumer alert that states: "**Customers with variable contracts, or those with fixed contracts that have expired and were moved to a variable rate, may see their prices increase.**"

EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PAPUC requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

See PECO's Electric Supplier Tariff, Section 5.4.1., attached hereto as Exhibit "3".

30. In this case, PECO is not a party to the contract between the Complainant and Public Power. PECO has no knowledge of the contract and rate agreement the Complainant entered into with Public Power and has no visibility into that agreement.

31. The Complainant has not alleged that PECO incorrectly read the meter, which resulted in the incorrect rates.

32. The Complainant has not alleged that PECO incorrectly billed her.

33. The Complainant does not dispute the PECO charges on her bill.

34. Rather, the only dispute the Complainant alleges is with Public Power supplier charges and that Superior Energy sold her account to Public Power, over which PECO has no control.

35. The Complainant's Complaint, objecting to Public Power's rates and the sale of her account to another supplier does not allege a violation of any order, law or tariff that can be the basis of any finding against PECO.

36. Administrative Law Judge David Salapa ("ALJ Salapa") reached a similar conclusion in the matter Donald Mulzet v. PPL Electric Utilities Corporation, Docket No. C-2013-2367132 (Order entered July 22, 2013). In that case, the Complainant filed a formal complaint against PPL Electric alleging there were incorrect charges on his bill because

various electric suppliers, including Sarko Energy, were charging him higher rates than other suppliers. Id.

37. PPL Electric filed a Preliminary Objection, requesting the matter to be dismissed for legal insufficiency because the allegations in the complaint did not pertain to PPL Electric and only contested the rates charged by the suppliers. Id.

38. ALJ Salapa sustained PPL Electric's Preliminary Objection and dismissed the complaint as follows:

The Complainant has entered into agreements with various EGSs for electric supply and those EGSs have billed him at rates higher than the rates set forth in the agreements. Accepting the facts alleged in the complaint as true for purposes of disposing of its preliminary objections, the Respondent contends that the complaint fails to allege that the Respondent has violated the Public Utility Code, Commission regulations or orders. The Respondent concludes that the complaint is legally insufficient. I agree.

In order to be legally sufficient, a complaint must set forth "an act or thing done or omitted to be done or about to be done or omitted to be done by the respondent in violation, or claimed violation, of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission." 52 Pa. Code §5.22(a)(4). Here, the complaint does not allege any facts that could be construed as a violation by the Respondent of any statute, regulation or order which the Commission has jurisdiction to administer. The complaint is therefore legally insufficient. Id.

39. As stated above, the Complainant has not disputed the meter reading, billing or PECO charges and has only disputed the Public Power supplier charges and the fact that Superior Energy sold her account to Public Power without her knowledge.

40. Accordingly, the Complainant's formal complaint should be dismissed as it fails to set forth a violation by PECO of either the Public Utility Code, the regulations of the PUC or PECO's Electric Service Tariff as required by 52 Pa. Code §5.22(a)(4).

**REQUEST FOR RELIEF**

WHEREFORE, for the reasons set forth above, PECO Energy Company respectfully requests that your Honorable Commission summarily dismiss the Complainants' formal complaint, and all issues which were raised in the Complaint.

Respectfully submitted,



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Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389  
Shawane.Lee@exeloncorp.com

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>ELIZABETH VANDIVER</b>	:	
<b>Complainant</b>	:	
<b>v.</b>	:	<b>DOCKET NO. C-2015-2484776</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

**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 17, 2015

\_\_\_\_\_  
Shawane L. Lee

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>ELIZABETH VANDIVER</b>	:	
<b>Complainant</b>	:	
<b>v.</b>	:	<b>DOCKET NO. C-2015-2484776</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

**CERTIFICATE OF SERVICE**

I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Preliminary Objection in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Elizabeth Vandiver  
1106 Beech Road  
Bryn Mawr, PA 19010

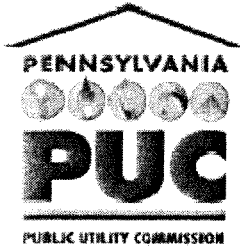
Dated at Philadelphia, Pennsylvania, June 17, 2015.



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Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389  
Shawane.Lee@exeloncorp.com

# **EXHIBIT 1**



**PENNSYLVANIA**  
PUBLIC UTILITY COMMISSION

CONSUMERINFO UTILITY&INDUSTRY FILING&RESOURCES ABOUTPUC CONTACTUS

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Your filing has been electronically received. Upon review of the filing for conformance with the Commission's filing requirements, a notice will be issued acknowledging such compliance and assigning a Docket Number. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

Print this page for your records. The date filed on will be the current day if the filing occurs on a business day before or at 4:30 PM Harrisburg, PA time. It will be the next business day if the filing occurs after 4:30 PM Harrisburg, PA time or on weekends or holidays.

***If your filing exceeds 250 pages, you are required to submit one paper copy of the filing within 3 business days of submitting the electronic filing. This paper copy can be mailed to: Secretary, Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North Street, 2nd Floor, Harrisburg, PA 17120 . Please print a copy of this page and attach it to the paper copy of your filing as the first page.***

eFiling Confirmation	
Docket Number:	C-2015-2484776
Description:	Elizabeth Vandiver - PECO Energy Company Answer to Formal Complaint
Transmission Date:	6/17/2015 10:47:55 AM
Filed On:	6/17/2015 10:47:55 AM
eFiling Confirmation Number:	1595912

**Uploaded File List**

File Name	Document Class	Document Type
Elizabeth Vandiver - Answer to Complaint.pdf	Communication	Answer to Formal Complaint

PECO ENERGY  
EXHIBIT **2**



An Exelon Company

Legal Department  
2301 Market Street / S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

June 17, 2015

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

**RE: Elizabeth Vandiver v. PECO Energy Company**  
**PUC Docket No.: C-2015-2484776**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy's Answer to the Formal Complaint* 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 horizontal flourish extending to the right.

Shawane Lee  
Counsel for PECO Energy Company

SL/ab

cc: *Scheduling Recommendation: NOT CALL OF THE DOCKET*

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>ELIZABETH VANDIVER</b>	:	
<b>Complainant</b>	:	
<b>v.</b>	:	<b>DOCKET NO. C-2015-2484776</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

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**ANSWER OF RESPONDENT,**  
**PECO ENERGY COMPANY**

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On May 29, 2015, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by Elizabeth Vandiver (hereafter "Complainant") in the above captioned docket.

Pursuant to 52 Pa. Code § 5.61, PECO responds to the Complaint and states:

1. Admitted.
2. Admitted.
3. Admitted.
4. Unless specifically admitted herein, PECO Energy denies all material allegations of fact and conclusions of law in the instant complaint.

In her Formal Complaint, Complainant alleges that her previous supplier, Superior Energy sold her account to Public Power without her knowledge. Complainant claims that Public Power's rate is high and that she paid more than what she would be paying if she were with PECO Energy. The Complainant requests to be reimbursed. PECO Energy avers that PECO is not a proper party to the Complainant's complaint regarding Public Power's rates. Public Power is not the same company as PECO Energy and PECO Energy is not a party to the contract between the Complainant and Public Power. Further PECO Energy does not have control over Public Power's rates and it was Superior Energy who sold the account – not PECO.

Complainant established an account for service at 1106 Beech Road, Rosemont, PA 19010 under account number 43177-52019. See Account Activity Statement, attached hereto as Exhibit "1". On October 31, 2012, the Complainant switched to Superior Plus Energy. On May 12, 2014, PECO Energy received notification that the Complainant enrolled with supplier Public Power. Accordingly, PECO sent an enrollment notification letter. The Complainant switched to Public Power effective June 4, 2014. The Complainant dropped Public Power effective October 2, 2014.

Section 5.4.1 of PECO Energy's Electric Supplier tariff:

EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PAPUC requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

See Section 5.4.1 of PECO's Electric Supplier Tariff, attached hereto as Exhibit "2".

In this case, the Complainant disputes the rates charged by her electric supplier Public Power. PECO Energy is not a party to the contract between the Complainant and Public Power. PECO has no knowledge of the contract and rate agreement the Complainant entered into with Public Power and has no visibility into that agreement. Accordingly, the Complainant's formal complaint raising this issue is improperly placed against PECO Energy and should be filed against the supplier Public Power only. Consistent with Section 5.4.1 of the tariff, PECO Energy is not the supplier and is not responsible for Public Power's rates.

On September 11, 2014, the Complainant filed an informal complaint with the Bureau of Consumer Services ("BCS") at case number 003284202, stating that she was switched to Public Power and was paying a higher rate than the rate she paid to Superior Energy. See Case Details

Report #003284202, attached hereto as Exhibit "3". On April 8, 2015, the BCS issued a Decision Report, stating:

CUSTOMER'S ELECTRIC ACCOUNT BEGAN SERVICE WITH PUBLIC POWER ON 6/4/2014. SUPERIOR ENERGY RECORDS INDICATE THAT ON 10/30/2012, THE CUSTOMER ENROLLED IN A 6-MONTH FIXED RATE PLAN AT A RATE OF \$0.0759. THIS FIXED RATE PLAN EXPIRED 4/29/2013 AND THE CUSTOMER WAS THEN ON A VARIABLE RATE PLAN. AS PER THE TERMS OF THE ASSIGNMENT, CUSTOMER TRANSFERRED TO PUBLIC POWER ON A VARIABLE RATE PLAN. THE PUC DOES NOT HAVE THE AUTHORITY TO TELL COMPETITIVE SUPPLIERS WHAT THEY CAN CHARGE CUSTOMERS OR THE TYPES OF CONTRACTS THEY OFFER. THERE ARE NO CEILING PRICES ON VARIABLE RATES.

See BCS Decision Report #003284202, attached hereto as Exhibit "4".

In this case, the Complainant disputes the rates charged by her electric supplier Public Power. PECO Energy is not a party to the contract between the Complainant and Public Power. PECO has no knowledge of the contract and rate agreement the Complainant entered into with Public Power and has no visibility into that agreement. Accordingly, the Complainant's formal complaint raising this issue is improperly placed against PECO Energy and should be filed against the supplier Public Power only. Consistent with Section 5.4.1 of the tariff, PECO Energy is not the supplier and is not responsible for Public Power's rates.

By way of further response, pursuant to Section 5.3.1 of PECO Energy's Supplier tariff:

It is the EGS's responsibility to maintain evidence of the Customer's written authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.

See Section 5.3.1 of PECO's Supplier Tariff, attached hereto as Exhibit "5".

In this case, the Complainant disputes that she enrolled with the supplier Public Power and did not authorize Superior Energy to sell her account. The Complainant's formal complaint raising this issue is improperly placed against PECO Energy and should be filed against the supplier Public Power and Superior Energy. Consistent with Section 5.3.1 of the tariff, the company is not the supplier and is not responsible for maintaining evidence of the Complainant's written authorization.

5. Denied.

6. Admitted.

7. Denied.

8. Denied. PECO is without knowledge or information sufficient to form a belief as to the truth of this averment and, therefore, such allegation is deemed denied.

9. Paragraph 9 is a Verification and Signature to which no response is required.

10. Paragraph 10 contains information regarding Filing, to which no response is required.

**WHEREFORE**, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant Complaint.

Respectfully Submitted,



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Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**ELIZABETH VANDIVER**  
**Complainant**

v.

**PECO ENERGY COMPANY**  
**Respondent**

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**DOCKET NO. C-2015-2484776**

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**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 17, 2015

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Shawane L. Lee

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PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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**Complainant**

v.

**PECO ENERGY COMPANY**  
**Respondent**

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**CERTIFICATE OF SERVICE**

I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Answer in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Elizabeth Vandiver  
1106 Beech Road  
Bryn Mawr, PA 19010

Dated at Philadelphia, Pennsylvania, June 17, 2015.



---

Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
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(215) 841-6841  
Fax: 215.568.3389  
Shawane.Lee@exeloncorp.com

# **EXHIBIT 1**

\*\*\* Account Information \*\*\*

Account Number: 43177-52019  
 Account Status: Active  
 Mail To: ELIZABETH VANDIVER  
 1106 BEECH RD  
 BRYN MAWR PA 19010

\*\*\* Current Account Status \*\*\*

Current Bill: \$0.00  
 Billed Prior: \$0.00  
 Balance Due: \$0.00  
 Service Address: 1106 BEECH RD  
 ROSEMONT PA 19010  
 Credit Amount: \$0.00  
 Deposit Requested: \$0.00  
 Deposit On-Hand: \$0.00  
 Meter Bill Grp: 03  
 Rate: Gas Residential Heating Service  
 Electric Residential Service

DATE	CHANGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DOE DATE	KWH	CCF	KW
05/07/13	Late Payment Charge				\$12.04							
06/04/13	Late Payment Charge				\$7.63							
06/05/13	Payment					\$528.21						
06/05/13	GAS SERVICE	05/02/13 06/03/13	2371	020418683	\$55.30							
06/05/13	ELECTRIC SERVICE	05/02/13 06/03/13	13205	105512308	\$207.38							
06/05/13	ELE-ADDITIONAL METER		1989	105512312								
06/05/13	ELE-Superior Plus Energy Regular Bill				\$247.58							
06/28/13	Payment					\$510.26			06/27	3262		44
07/05/13	GAS SERVICE	06/03/13 07/02/13	2400	020418683	\$40.65							
07/05/13	ELECTRIC SERVICE	06/03/13 07/02/13	16455	105512308	\$252.55							
07/05/13	ELE-ADDITIONAL METER		2743	105512312								
07/05/13	ELE-Superior Plus Energy Regular Bill				\$303.90							
08/05/13	Late Payment Charge				\$8.96							
08/06/13	GAS SERVICE	07/02/13 08/01/13	2466	020418683	\$77.55				07/29	4004		29
08/06/13	ELECTRIC SERVICE	07/02/13 08/01/13	20886	105512308	\$321.64							
08/06/13	ELE-ADDITIONAL METER		3451	105512312								
08/06/13	ELE-Superior Plus Energy Regular Bill				\$390.05							
08/07/13	Payment					\$597.10						
09/03/13	GAS SERVICE	08/01/13 08/29/13	2466	020418683	\$11.73							
09/03/13	ELECTRIC SERVICE	08/01/13 08/29/13	23547	105512308	\$210.37							
09/03/13	ELE-ADDITIONAL METER		4101	105512312								
09/03/13	ELE-Superior Plus Energy Regular Bill				\$251.31							
09/04/13	Late Payment Charge				\$11.83							
09/06/13	Payment					\$798.20						
10/01/13	Late Payment Charge				\$7.11							
10/02/13	GAS SERVICE	08/29/13 09/30/13	2496	020418683	\$40.72							
10/02/13	ELECTRIC SERVICE	08/29/13 09/30/13	26357	105512308	\$230.94							
10/02/13	ELE-ADDITIONAL METER		4940	105512312								
10/02/13	ELE-Superior Plus Energy Regular Bill				\$276.96							
10/07/13	Payment					\$1271.61						
10/31/13	GAS SERVICE	09/30/13 10/29/13	2627	020418683	\$138.07				10/24	3649		30
10/31/13	ELECTRIC SERVICE	09/30/13 10/29/13	28200	105512308	\$166.72							
10/31/13	ELE-ADDITIONAL METER		5691	105512312								
10/31/13	ELE-Superior Plus Energy Regular Bill				\$196.88							
11/08/13	Payment					\$271.03						
12/03/13	GAS SERVICE	10/29/13 12/01/13	3084	020418683	\$451.93				11/22	2594		131

PECO ENERGY  
 EXHIBIT 2

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KW
12/03/13	ELECTRIC SERVICE	10/29/13 12/01/13	30647	105512308	\$219.20							
12/03/13	ELE-ADDITIONAL METER		6700	105512312	\$262.31							
12/03/13	Regular Bill						\$933.44		12/26	3456		457
01/06/14	GAS SERVICE	12/01/13 01/02/14	3743	020418683	\$620.82							
01/06/14	ELECTRIC SERVICE	12/01/13 01/02/14	33175	105512308	\$234.90							
01/06/14	ELE-ADDITIONAL METER		7986	105512312	\$289.49							
01/06/14	Regular Bill						\$1145.21		01/28	3814		659
01/09/14	Payment					\$933.44						
02/04/14	Late Payment Charge				\$3.18							
02/05/14	GAS SERVICE	01/02/14 02/03/14	4616	020418683	\$818.00							
02/05/14	ELECTRIC SERVICE	01/02/14 02/03/14	35697	105512308	\$244.33							
02/05/14	ELE-ADDITIONAL METER		9437	105512312	\$301.55							
02/05/14	Regular Bill						\$1145.21		02/27	3973		873
02/07/14	Payment					\$1145.21						
03/04/14	Late Payment Charge				\$5.50							
03/07/14	GAS SERVICE	02/03/14 03/04/14	5387	020418683	\$742.81							
03/07/14	ELECTRIC SERVICE	02/03/14 03/04/14	37613	105512308	\$207.21							
03/07/14	ELE-ADDITIONAL METER		10868	105512312	\$254.03							
03/07/14	ELE-Superior Plus Energy						\$1578.83		03/31	3347		771
03/10/14	Regular Bill						\$1644.17		03/31	3347		771
03/10/14	Payment					\$1578.83						
04/04/14	Payment					\$1644.17						
04/08/14	GAS SERVICE	03/04/14 04/02/14	5931	020418683	\$611.47							
04/08/14	ELECTRIC SERVICE	03/04/14 04/02/14	38220	105512308	\$201.50							
04/08/14	ELE-ADDITIONAL METER		1365	123522828	\$72.29							
04/08/14	ELE-ADDITIONAL METER		11342	105512312	\$72.29							
04/08/14	ELE-ADDITIONAL METER		750	123522827	\$233.70							
04/08/14	Regular Bill						\$104.10		05/29	2389		245
05/07/14	GAS SERVICE	04/02/14 05/01/14	6176	020418683	\$281.83							
05/07/14	ELECTRIC SERVICE	04/02/14 05/01/14	2808	123522828	\$152.86							
05/07/14	ELE-ADDITIONAL METER		1696	123522827	\$435.27							
05/07/14	ELE-Superior Plus Energy						\$104.10		05/29	2389		245
05/07/14	Regular Bill						\$104.10		05/29	2389		245
06/03/14	Late Payment Charge				\$1.56							
06/09/14	Payment					\$104.10						
06/09/14	GAS SERVICE	05/01/14 06/04/14	6217	020418683	\$56.78							
06/09/14	ELECTRIC SERVICE	05/01/14 06/04/14	4838	123522828	\$194.44							
06/09/14	ELE-ADDITIONAL METER		2745	123522827	\$233.70							
06/09/14	ELE-Superior Plus Energy						\$486.48		07/01	3079		41
06/09/14	Regular Bill						\$486.48		07/01	3079		41
07/07/14	GAS SERVICE	06/04/14 07/01/14	6217	020418683	\$11.72							
07/07/14	ELECTRIC SERVICE	06/04/14 07/01/14	7950	123522828	\$251.82							
07/07/14	ELE-ADDITIONAL METER		3764	123522827	\$705.02							
07/07/14	ELE-Public Power						\$1455.04		07/29	4031		
07/07/14	Regular Bill						\$1455.04		07/29	4031		
07/08/14	Late Payment Charge				\$7.28							
07/10/14	Payment					\$486.48						
08/05/14	GAS SERVICE	07/01/14 07/31/14	6217	020418683	\$11.72							



CUAR038

PRCO Account Activity Statement

Date: 06/02/15  
Page: 4 OF 4

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH	CCF	KV
05/01/15	Regular Bill						\$699.26		05/26	3138	242	
05/07/15	Payment					\$699.26						

## **EXHIBIT 2**

preceding process is complete, the Company will notify the Customer's prior EGS, via an EDI transaction, of the discontinuance of service to the Customer from that prior EGS.

(C)

#### 5.3.4

(a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's old location.

(b) If a Customer contacts the Company to discontinue electric service and indicates that the Customer will be relocating outside of the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's location.

#### 5.4 Provisions relating to an EGS's Customers.

**5.4.1 Arrangements with EGS Customers.** EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PaPUC requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**5.4.2 Transfer of Cost Obligations Between EGSs and Customers.** Nothing in this Tariff is intended to prevent an EGS and a Customer from agreeing to reallocate between them any charges that this Tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company, and that any such agreement shall not limit the right of the Company to seek recourse directly from the EGS's Customer for any charges owed to the Company by the EGS Customer or preclude the termination or reconnection of the EGS Customer by the Company as provided in the Company's tariffs.

(C)

(C) Denotes Change

# **EXHIBIT 3**



June 17, 2015

**Case Details Report**

BCS Case #: 003284202  
Customer Name: ELIZABETH W VANDIVER  
Service Address: 1106 BEECH RD

BCS Bill Account #: 8888888888

Mailing Address: BRYN MAWR, PA 19010

Home Phone: ( ) -  
Business Phone: ( ) -  
Business name: SAME  
Alternate contact: NO OTHER CONTACT INFO.

Date Case Opened: 2014-09-11  
PAR Case: N  
Investigator Name: BCS CASE POOL  
Investigator Phone: (717) 787-0000  
Service class: R  
Previous case #:   
Date Cut Out: 9999-12-31  
Universal Service: N  
Contact Type: TELEPHONE  
Amount in Arrears: \$1.00

# Adults: 0  
# Children: 0  
Children Ages:  
Gross Income: \$0.00  
Miscellaneous Info:  
NO OTHER CONTACT INFO.

Complaint Reason:  
BILLING DISPUTES (# 18)

**Customer Problem Description:**  
PAR W/DISPUTE THE CUSTOMER IS DISPUTING THE BILLS FOR AUGUST AND JULY OF 2014 AND GOING FORWARD. THE CUSTOMER HAD SIGNED UP WITH SUPERIOR PLUS IN OCTOBER OF 2012 AT THE RATE OF 7.95 CENTS AND THE CUSTOMER WAS SWITCH TO PUBLIC POWER STARTING IN JULY OF 2014 AT THE RATE OF 17.49 CENTS. THE CUSTOMER STATES THAT SHE DID NOT RECEIVE ANY INFORMATION INDICATING THAT SHE WAS GOING TO BE SWITCHED TO PUBLIC POWER. THE CUSTOMER WAS NOT AWARE OF THE CHANGE UNTIL THE AUGUST 2014 BILL AFTER SPEAKING TO PECO. THE CUSTOMER IS ASKING THAT SHE BE CHARGED THE 7.95 THAT SUPERIOR PLUS CHARGED HER FOR THE MONTHS OF JULY AND

# Exelon.

**June 17, 2015**

AUGUST 2014 BILLS AND HER ACCOUNT BE ADJUSTED. THE CUSTOMER HAS PAID FOR THE JULY AND AUGUST 2014 BUT WILL BE RECEIVING ANOTHER BILL FOR THE FOLLOWING BILLING CYCLE.

**Company Position:**

M

## **EXHIBIT 4**



June 17, 2015

**BCS Decision Report**

<b>BCS Case #:</b>	003284202	<b>Open Date:</b>	2014-09-11
<b>Customer Name:</b>	ELIZABETH VANDIVER		
<b>Service Address:</b>	1106 BEECH RD		
	BRYN MAWR, PA 19010		
<b>BCS Bill Account #:</b>	8888888888	<b>Previous Case #:</b>	
<b>Violation Type:</b>	NO	<b>Chapter Type:</b>	
<b>Decision Type:</b>	W	<b>Section / Rule:</b>	
<b>Investigator Name:</b>	KATHRYN LIDDELL		
<b>Decision Issued Date:</b>			
<b>Case Closed Date:</b>	2015-04-08		

**Letter Description:**  
NO LETTER REQUIRED

<b>Total Balance:</b>	\$0.00	<b>Balance Date:</b>	
<b>Amount to Restore Service:</b>	\$0.00	<b>Amount to Continue Service:</b>	\$0.00
<b>Date Payment Due:</b>		<b>Regular Budget Amount:</b>	\$0.00
<b>Special Budget Payment:</b>	\$0.00	<b>Final Bill Monthly Payment:</b>	\$0.00
<b>Plus Arrears Payment:</b>	\$0.00	<b>End of Month Payment:</b>	\$0.00
<b>Current Monthly Payment:</b>	\$0.00		

**Resolution Description:**  
CASE CLOSED. DISMISSED. CRIUS ENERGY RECENTLY ACQUIRED APPROXIMATELY 20, 000 ELECTRICITY AND NATURAL GAS CUSTOMERS IN NEW YORK AND PENNSYLVANIA. THE ACQUIRED CUSTOMERS WERE SWITCHED TO RECEIVE ELECTRIC AND /OR NATURAL GAS SERVICE FROM EITHER PUBLIC POWER OR FTR SERVICE BRANDS, AFTER A THIRTY (30) DAY REGULATORY NOTICE PERIOD. CUSTOMER???'S ELECTRIC ACCOUNT BEGAN SERVICE WITH PUBLIC POWER ON 6/4/2014. SUPERIOR ENERGY RECORDS INDICATE THAT ON 10/30/2012, THE CUSTOMER ENROLLED IN A 6-MONTH FIXED RATE PLAN AT A RATE OF \$0.0759. THIS FIXED RATE PLAN EXPIRED 4/29/2013 AND THE CUSTOMER WAS THEN ON A VARIABLE RATE PLAN. AS PER THE TERMS OF THE ASSIGNMENT, CUSTOMER TRANSFERRED TO PUBLIC POWER ON A VARIABLE RATE PLAN.THE PUC DOES NOT HAVE THE AUTHORITY TO TELL COMPETITIVE SUPPLIERS WHAT THEY CAN CHARGE CUSTOMERS OR THE TYPES OF CONTRACTS THEY OFFER. THERE ARE NO CEILING PRICES ON VARIABLE RATES. IF A CUSTOMER AGREED TO A VARIABLE RATE, THE PUC CANNOT FORCE THE COMPANY TO ADJUST THEIR RATE/BILL AS LONG AS IT IS CONSISTENT WITH THE TERMS AND CONDITIONS OF THEIR CONTRACT.THE ACCOUNT WAS CANCELLED ON 9/12/2014M EFFECTIVE 10/2/2014. LETTER SENT.

# **EXHIBIT 5**

**5.2 THIS SECTION IS NO LONGER APPLICABLE**

**5.3 Switching Among EGSs (or between an EGS and the Company as the Default Supplier).**

(C)

**5.3.1**

- (a) If a Customer contacts a new EGS to request a change of EGS and the new EGS agrees to serve the Customer, the Customer's new EGS shall obtain appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of EGS. The authorization may be obtained through direct oral confirmation. It is the EGS's responsibility to maintain evidence of the Customer's written authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.

(C) Denotes Change

## **EXHIBIT 2**

**RULES AND REGULATIONS (continued)**

**23. EGS SWITCHING**

23.1 PECO Energy will accommodate requests by customers to switch EGSs in accordance with this Rule 23, and any applicable Commission Orders.

23.2 To switch to a new EGS, a customer must inform the new EGS. Customers that wish to switch are not required to contact PECO Energy to initiate a switch; PECO Energy will only switch a customer in accordance with Rule 23.

23.3 To enable a new EGS to complete a switch, a customer must provide to the new EGS the customer's PECO Energy account number as it appears on the customer's PECO Energy monthly bill.

23.4 A switch to an EGS will be effective 3 business days after the enrollment request is processed, provided the enrollment request includes valid customer information as required by the controlling provisions of the Supplier Tariff. Upon receiving valid notice to switch an EGS, the Company shall notify the customer's existing EGS that such a request has been made. (C)

23.5 If and when a customer's EGS discontinues its supply in the event of bankruptcy, loss of license, or similar occurrence, or if a Customer is dropped by its EGS for non-payment or other reason then the customer may select a new EGS. The customer will receive its energy supply from PECO Energy until the switch becomes effective.

23.6 Nothing in this Rule 23 shall be interpreted to preclude EGSs from entering into agreements for supply with a term of service of one month. EGSs may enter into agreements for longer.

**(C) Denotes Change**

## **EXHIBIT 3**

preceding process is complete, the Company will notify the Customer's prior EGS, via an EDI transaction, of the discontinuance of service to the Customer from that prior EGS. (C)

#### 5.3.4

(a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's old location.

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(C) Denotes Change