



An Exelon Company

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

Direct Dial: 215.841.6841

August 17, 2015

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

RE: Frank Taylor v. PECO Energy Company
PUC Docket No.: F-2014-2460340

Dear Ms. Chiavetta:

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

Shawane Lee
Counsel for PECO Energy Company

cc: Certificate of Service

SL/ab

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK TAYLOR	:	
Complainant	:	
	:	
v.	:	DOCKET NO. F-2014-2460340
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

**EXCEPTIONS OF
OF PECO ENERGY COMPANY**

On July 21, 2015, the Commission issued the Initial Decision of Administrative Law Judge Conrad A. Johnson (“ALJ Johnson”) in this formal complaint filed by Frank Taylor against PECO Energy Company (“PECO”), requesting a payment agreement. PECO stipulated that Mr. Taylor is entitled to a Commission issued payment agreement. ALJ Johnson’s 10-page decision comprehensively analyzes Mr. Taylor’s income and 66 Pa. C.S. §1405(d). Although the Initial Decision was carefully written, and grants the payment agreement as stipulated, there is nonetheless one issue in the Initial Decision that PECO wishes to bring to the Commission’s attention.

ALJ Johnson determined in Findings of Fact #17 that “The Parties also stipulate and understand that the budget amount is *reduced* quarterly and is subject to revision based on the usage for the service location where currently the budget is \$120.00.” Tr. 21. (Emphasis added). PECO respectfully submits that “reduced” is a typographical error and the ALJ intended to find that the budget amount is *reviewed* quarterly.

Budget Billing procedures are enumerated at 52 Pa. Code § 56.14 as follows:

52 Pa. Code § 56.14. Budget billing. A gas, electric and steam heating public utility shall provide its residential customers, on a year-round rolling enrollment bases, with an optional billing

procedure which averages estimated public utility service costs over a 10-month, 11-month or 12-month period to eliminate, to the extent possible, seasonal fluctuations in utility bills.

Pursuant to 17.6 of PECO Energy's tariff:

17.6 BUDGET BILLING.

(a) At the option of a customer receiving residential service under Rates R, R-H, RS-2, OP, POL and GS, an estimated total bill for all service to be received by the customer over a twelve-month period may be budgeted over the period and an average bill rendered monthly for payment each month. Any difference between the budgeted amounts so paid and the actual charges for a twelve-month budget period will at the customer's option, either be amortized over the next twelve months or incorporated into the 12th month bill. Absent an indication of preference from the customer, the debit or credit will be amortized. Budget billing may be discontinued upon the customer's request at which time any difference between budget billing amounts and actual charges becomes due and payable. If a monthly budget bill is not paid, a late fee will be added to the unpaid balance of actual charges on the next billing date in accordance with Rule 17.3 and 17.5. Any such late fee will be calculated based on the lesser of budget billing arrears and actual charged arrears. The Company may also arrange budget billing for creditworthy commercial and industrial customers.

Consistent with Section 17.6, the budget bill payment amount is an average of a customer's usage over the previous 12 months. Budget billing defers a balance at times when the payment amount requested is lower than the monthly usage or a credit when the payment amount is higher than the monthly usage. The monthly payment amount is reviewed quarterly to ensure the billed amount is consistent with actual usage so that settlement at the end of 12 months does not adversely impact the customer.

Findings of Fact #17 indicates that budget billing is "reduced" quarterly. If budget billing were reduced quarterly (irrespective of usage) Mr. Taylor would eventually pay nothing for electric usage charges. PECO submits this could not be what ALJ Johnson intended in

granting the payment agreement. Accordingly, PECO respectfully requests that the Commission issue an Order, modifying Finding of Fact #17 to reflect “reviewed” instead of “reduced.”

Respectfully Submitted,



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

Dated: August 17, 2015

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

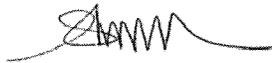
FRANK TAYLOR	:	
Complainant	:	
	:	
v.	:	DOCKET NO. F-2014-2460340
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Exceptions upon the parties listed below, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA First Class U.S. Mail
Frank Taylor
6228 Roosevelt Boulevard
Philadelphia, PA 19149

Pennsylvania Public Utility Commission
Office of Special Assistants
3rd Floor, Keystone Building
400 North Street
Harrisburg, PA



Shawane L. Lee, Esquire

DATED: August 17, 2015