

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

Direct Dial: 215.841.6841

September 24, 2015

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

**RE: Renee Chatmon v. PECO Energy Company**  
**PUC Docket No.: C-2014-2426964**

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,



Shawane Lee  
Counsel for PECO Energy Company

cc: Certificate of Service

SL/ab



## REPLY EXCEPTIONS

PECO Energy Company (“PECO”) hereby replies to the Exceptions filed by Renee Chatmon (“Complainant”) in the above-referenced matter on August 20, 2015. On May 19, 2014, Complainant filed a formal complaint against PECO. In her formal complaint, Complainant disputed her billing and claimed that PECO did not honor a Customer Assistance Program (“CAP”) agreement to deduct 12% of her balance. The Complainant disputed a \$2,363.00 balance transfer from her previous service address at 4537 Spruce Street, Apartment C-4, Philadelphia to her current service address at 921 Ellsworth Street, Philadelphia. Respondent, PECO Energy filed an Answer on July 7, 2014, averring that the Complainant’s CAP status did not transfer from her old service address to her new service address and that the Complainant already received one-time forgiveness on her balance. PECO averred that the Complainant was required to pay the \$2,363.00 balance she failed to pay when she lived at 4537 Spruce Street in order to obtain service at 921 Ellsworth Street.

A hearing was held before Administrative Law Judge Cynthia W. Fordham (“ALJ Fordham”) on August 21, 2014. ALJ Fordham issued an Initial Decision on June 19, 2015, wherein she held *inter alia*:

1. That the Complaint filed by Renee Chatmon against PECO Energy Company at Docket No. C-2014-2426964 is dismissed in its entirety.

The Commission should sustain the Initial Decision of ALJ Fordham. Complainant excepts to the decision issued by ALJ Fordham because she disputes several Findings of Fact and attempts to re-litigate the complaint in her exceptions. The record clearly demonstrates that ALJ Fordham correctly determined that the Complainant owes the transferred balance in dispute and received the CAP rate forgiveness she was entitled to.

The record reflects that the Complainant established an account for service at 4537 Spruce Street, C-4, Philadelphia on August 3, 1981. (Tr. 8, 9, 35; See PECO Ex 1). While at this address, the Complainant enrolled in CAP on February 4, 1999. At the time of her enrollment, the Complainant had a balance in arrears in the amount of \$572.00. (Tr. 38. PECO Exs. 2, 4). As a part of PECO's Pre-Program Arrears forgiveness program, the company forgave the Complainant's \$572.00 balance. Id. Subsequently, the Complainant was removed from CAP. When she re-enrolled in the program on March 15, 2013, PECO set aside \$1,407.44 of the Complainant's balance for possible forgiveness. As PECO customers are entitled to only one CAP balance forgiveness, the Complainant was not entitled to receive forgiveness on the \$1,407.44 balance. When the Complainant discontinued her electric service at 4537 Spruce Street on August 31, 2013, the \$1,407.44 unpaid and unforgiven balance returned to the Complainant's account. (Tr. 35; Tr. 66, PECO Ex. 1). In addition to the \$1,407.44, the Complainant left a final balance in arrears. (PECO Ex. 1).

The Complainant went to establish new service at 921 Ellsworth Street effective November 22, 2013. (PECO Ex. 7). In order to establish service at the new address, the Complainant was responsible for paying the unpaid balance for electric service she used at 4537 Spruce Street but failed to pay, which totaled \$2,363.00. PECO established a payment agreement for the Complainant on the \$2,363.00 balance. (PECO Exs. 3,7). The Complainant's CAP status did not transfer to her new address because she had not been enrolled in CAP since August 2013 when she discontinued service at 4537 Spruce Street. (PECO Ex. 2). Despite the fact the Complainant was not entitled to a second forgiveness on her balance, on February 27, 2014, PECO forgave \$703.74 of the Complainant's balance. (PECO Ex. 3).

The Complainant now files Exceptions and disputes the forgiveness she received and believes she is entitled to have her entire unpaid balance forgiven. This case is a classic, no good deed goes unpunished story. In effect, the Complainant had unpaid charges and was in arrears when she first enrolled in the CAP program back in February 1999 – PECO forgave those charges. When Complainant left 4537 Spruce Street in August 2013 she was once again in arrears. Then she started service at 921 Ellsworth Street with a balance for which PECO granted her a payment agreement. PECO then forgave \$703.74 of the balance when she was not entitled to forgiveness of any additional balances. Despite the payment agreement and the balance forgiveness given to the Complainant, she wants everything forgiven. The Complainant's exceptions have no basis, her exceptions should be denied and ALJ Fordham's Initial Decision should be upheld.

Pursuant to 52 Pa. Code § 56.35, PECO Energy is permitted to hold a customer responsible for any outstanding residential account with the company that has accrued within the past 4 years for which the customer is legally responsible and for which the customer was billed properly. In this case, the record and testimony reflects that the Complainant established the accounts at issue and incurred the balance in dispute; did not make timely payments; and has no evidence to prove that she did make payments to the account or that PECO billed her incorrectly. Accordingly, as ALJ Fordham correctly stated in her Initial Decision:

The Complainant did not present evidence to show that she was entitled to have her entire preprogram CAP arrearage forgiven because she made six payments. The Complainant failed to demonstrate that the bills were incorrect. The Respondent properly transferred the outstanding balance from the Spruce Street account not the Ellsworth Street account.

**The Complainant is responsible for paying the outstanding balance.**

See Renee Chatmon v. PECO Energy Company, Initial Decision (C-2014-2426964, Initial Decision entered June 19, 2015) (emphasis added).

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,



---

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



