



An Exelon Company

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

Direct Dial: 215-841-6841

September 28, 2015

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

RE: Country Caterers v. PECO Energy Company
PUC Docket No.: C-2015-2503604

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

PENNSYLVANIA PUBLIC UTILITY COMMISSION

COUNTRY CATERERS LLC

Complainant

v.

PECO ENERGY COMPANY

Respondent

DOCKET NO. C-2015-2503604

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, September 28, 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**

COUNTRY CATERERS LLC
Complainant

v.

PECO ENERGY COMPANY
Respondent

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:

DOCKET NO. C-2015-2503604

**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 September 15, 2015, PECO was served with a formal complaint filed by Country Caterers, LLC (hereafter “Complainant”). A copy of the Complaint is attached hereto as Exhibit “1”.

2. In its Complaint, the Complainant alleges that Hudson Energy was their commercial electric supplier from November 20, 2013 through November 20, 2014. The Complainant alleges that their rate increased from .0901 to .1958409 and cost them an extra \$180.00. The Complainant claims that their contract with Hudson Energy allows for a 140% increase. The Complainant states they are a small business and a large corporation is taking advantage of them. See Exhibit “1”.

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

The reasonable way to proceed would have been to use the PECO rate.... If you do not judge in my favor, at least make them change the contract. However, I hope they will send me a \$180.00 credit.

See Exhibit "1".

4. In essence, the Complainant is disputing the rates it was charged by supplier, Hudson Energy under a contract for electric commercial 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 Intervenor. 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. Cmwltth 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.2nd 593 (Pa. Commw. 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 Hudson Energy and the Complainant, PECO is not a party to the electric generation transaction.

15. The Complainant disputes the rates it was charged under a contract with supplier Hudson Energy for electric commercial service at its commercial service address.

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 chose Hudson Energy as its electric commercial supplier and entered into a contract with Hudson Energy for the rates agreed to.

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

25. Indeed, pursuant to 52 Pa. Code § 54.5(c), EGSs (such as Hudson Energy) 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 the billing statement that the electric supplier sets the rates and terms it is charged – not PECO.¹

28. Further, PECO is not a party to the contract between the Complainant and Hudson Energy.

¹ PECO's billing statement specifically instructs customers to obtain information about switching to an EGS at 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."

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

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 Hudson Energy. PECO has no knowledge of the contract and rate agreement the Complainant entered into with Hudson Energy 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 Country Catering.

33. The Complainant does not dispute the PECO charges on Country Catering's bill.

34. Rather, the only dispute the Complainant alleges is with Country Catering's supplier charges over which PECO has no control.

35. The Complainant's Complaint, objecting to Hudson Energy's rates 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 Hudson Energy supplier charges.

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,



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**

**COUNTRY CATERERS LLC
Complainant**

v.

**PECO ENERGY COMPANY
Respondent**

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DOCKET NO. C-2015-2503604

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: September 28, 2015

Shawane L. Lee

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

COUNTRY CATERERS LLC
Complainant
v.

PECO ENERGY COMPANY
Respondent

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DOCKET NO. C-2015-2503604

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:

Country Caters, LLC
c/o Joseph Morosky
6289 Meetinghouse Road
New Hope, PA 18938

Dated at Philadelphia, Pennsylvania, September 28, 2015.



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

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Joseph S. Morosky
Street/P.O. Box 6289 Meetinghouse Rd Apt #
City New Hope, State Pa Zip 18931
County Bucks
Telephone Number(s) Where We Can Contact You During the Day:
() n/a (home) (215) 768 9203 (mobile)

RECEIVED
2015 SEP - 1 AM 9:32
SECRETARY'S BUREAU

E-mail Address (optional):
Utility Account Number (from your bill) 36 807-01605

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name Joseph Morosky T/A Country Caterers LLC
Street/P.O. Box 136 E. Butler Ave
City Chalfont State Pa Zip 18914

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PECO Hudson Energy

RECEIVED
AUG 24 2015
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC WASTEWATER/SEWER
 GAS TELEPHONE/TELECOMMUNICATIONS (local, long distance)
 WATER MOTOR CARRIER (e.g. taxi, moving company, limousine)
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain).

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

I had a contract with Hudson energy 11/20/13 to 4/20/14. at the end they jump me to a much higher rate from .0901 to .1958409 this cost me an extra \$180.00. Dear Judge this is not right, we are a very small business and a large corporation is taking advantage of us. The reasonable way to proceed would have been to use the PUC rate. Please see their contract it allows for a 140% increase (wrong!).

If you do not judge in my favor, at least make them change the contract. However I hope they will send me a \$180.00 credit. Thanks so much for your help. In my opinion the PUC is a good gov't agency (and that's rare).

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

Called to them no help

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____
Street/P.O. Box _____
City _____ State _____ Zip _____
Area Code/Phone Number _____
E-mail Address (if known) _____

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint must print or type their name on the line provided in the verification paragraph below and must sign and date this form in ink. If you do not sign the Formal Complaint, the PUC will not accept it.

Verification:

I, Joseph Mrosky, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Joseph Mrosky 8/28/15
(Signature of Complainant) (Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification must be signed by an authorized officer or authorized employee. If the Formal Complaint is not signed by one of these individuals, the PUC will not accept it.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

Name: JOSEPH MOROSKY T A COUNTRY CATERERS
 Account Number: 36807-01605

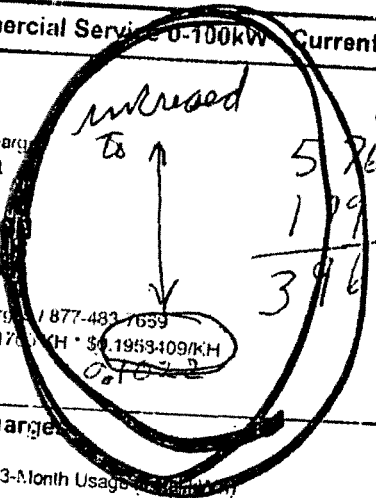
Acton Doug R.

Read Date	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier X	Usage
				Previous	Present			
12/08	004838307	General Service	Tot kWh	3507 Actual	3513 Actual	6	80	480
12/08	004838307	General Service	On Pk Kw	0.00 Actual	0.04 Actual	0.04	80	3.20
12/08	004838307	General Service	GS: Off Pk kW	0.00 Actual	0.08 Actual	0.08	80	6.40
11/18	107398766	Chuck Mtr	Tot kWh	5918 Actual	5918 Actual	0	1	0
11/18	107398766	Chuck Mtr	On Pk Kw	0.00 Actual	0.00 Actual	0.00	1	0.00
11/18	107398766	Chuck Mtr	GS: Off Pk kW	0.00 Actual	0.00 Actual	0.00	1	0.00
12/23	124380140	General Service	Tot kWh	0 Actual	18 Estimate	18	80	1260
12/23	124380140	General Service	On Pk Kw	0.00 Actual	3.32 Estimate	3.32	80	265.60
12/23	124380140	General Service	GS: Off Pk kW	0.00 Actual	3.42 Estimate	3.42	80	273.60

Total kWh Used 1,760 Distribution kW - Measured 25.6

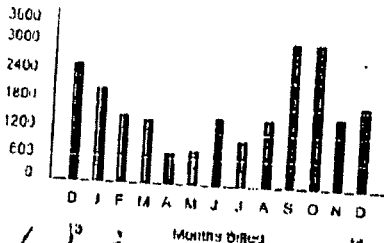
Electric Commercial Service 0-100kW Current Period Detail Service 11/18/2014 to 12/23/2014 - 35 days

Customer Charge	25.60 kW	X	\$4.96000	\$39.13
Distribution Charges	1,760 kWh	X	0.00410	126.98
Distribution Charges	1,760 kWh	X	0.00240	7.22
Energy Efficiency Charge				4.22
State Tax Adjustment				-0.37
Sales Tax				10.64
Total Current Charge				\$344.68



434931 confirm of payment today is 1/20/15

would have been if Rec not was supplier *179.87* *344.68* *21.98* *21.61* *\$576.09*



Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	1,760	50.2	35	40
Last Month	1,520	52.4	29	52
Last Year	2,480	82.6	30	38

Avg kWh per Month	1,813
Total Annual kWh Usage	19,360

09.07 *17% under*

today is 1/12/15 talked to Peco on 1/12/15 Tiffany 8653 all correct - 7% under Peco

PA Power Service Conn

Shopping Information Box
 When shopping for a competitive electric/natural gas supplier, please provide the following:
 Electric Rate: Electric Commercial Service 0-100KW Account number: 36807-01605
 Gas Rate: Gas Rate:
 If you are purchasing the energy you use from a competitive supplier, it is important to understand the terms of your contract and expiration date.

DO NOT MAIL THIS PORTION WITH YOUR PAYMENT

General Terms and Conditions
(Commercial Customers)

1. Key Defined Terms. Agreement: Collectively, the Offer Sheet and these General Terms and Conditions. Customer: The account holder(s) named on the Offer Sheet. Electricity Price: Either a Fixed Price or an Index Price plus a Fixed Adder, as listed on the Offer Sheet. Product specific components of the Electricity Price are indicated on the Offer Sheet. Energy: The electricity commodity, as identified on the Offer Sheet, that HES supplies to Customer's Locations. Fixed Adder: The amount that Customer will pay per kWh for the Term in addition to the Index Price for Customer's consumption of Energy to account for cost components that are not included in the Index Price. Fixed Price: The price listed on the Offer Sheet as the fixed price per kWh that Customer will pay for the Term for Customer's consumption of Energy. GEOPower Price: The price listed on the Offer Sheet for the Term in kWh that Customer will pay for the Term for Customer's GEOPower, as further described in Section 7 below. HES: Hudson Energy Services, LLC. Index Price: The variable price per kWh, defined on the Offer Sheet that Customer will pay for the Term for Customer's consumption of Energy. Location: Each electricity account listed on the Offer Sheet, relating to Customer's premise(s) for service, or replacement thereof where approved by HES, is a separate "Location" bound by this Agreement. Location: Each electricity account listed on the Offer Sheet, relating to Customer's premise(s) for service, or replacement thereof where approved by HES, is a separate "Location" bound by this Agreement. Location: Each electricity account listed on the Offer Sheet, relating to Commission. Party: HES or Customer; collectively "Parties". PJM: PJM Interconnection is a regional transmission organization (RTO) that coordinates the movement of wholesale electricity in all or parts of 13 states, including Pennsylvania, and the District of Columbia. Price: As set out on the Offer Sheet, each of the Electricity Price, GEOPower Price, as applicable. Remaining Volume: Customer's anticipated Energy consumption under this Agreement (in kWh) for the remainder of the Term, to be calculated by HES in accordance with HES's standard and reasonable practices in effect at the time of calculation and based on the Estimated Term Volume stated on the Offer Sheet. Utility: Customer's local electricity distributor or utility (including any successor). At any given time, the Utility's price for Energy commodity may be lower or higher than HES's price.

2. Notice and Details of Appointment of Agent. Customer gives HES the exclusive right to act as agent on Customer's behalf in making all supply and delivery arrangements with the Utility and others in order to provide Customer's full Energy requirements to the Location (and authorizes HES to notify the Utility of same). This may include, but is not limited to, coordinating with the Utility for transportation, distribution, and delivery of Energy, and negotiating, entering, performing, amending, and terminating agreements and/or obligations relating to the supply of Energy. Customer agrees, now and throughout the Term, that it: (a) is not, and will not be, bound by an agreement for its Location with an Energy supplier other than HES; and (b) will not cancel or modify HES's appointment as Customer's exclusive agent in providing Customer's full Energy requirements to the Location.

3. Acceptance, Verification. This Agreement is conditional upon acceptance by HES. HES's acceptance is at its sole discretion and depends, in part, on: (a) Utility's acceptance and implementation of HES's request to serve Customer under a deregulated Energy service program; (b) HES's ability to verify the accuracy of Customer's information by recorded telephone call (or other means acceptable to HES); (c) HES's review and approval of Customer's creditworthiness; and (d) Customer's current status as an HES customer. If all conditions are met, or otherwise waived by HES, HES will supply Energy to Customer's Location for the Term. HES reserves the right to require Customer to provide collateral, including a security deposit, letter of credit, or a guarantee deemed acceptable to HES, prior to HES's acceptance of this Agreement or during the Term of this Agreement.

4. Term. The Term of this agreement is specified on the Offer Sheet. A new Term will begin if this Agreement is renewed or otherwise extended. The Term begins on the Start Date, which will be HES's first day of Energy supply to Customer under this agreement. The Start Date will be reasonably close to the Estimated Start Date listed on the Offer Sheet. Should the Start Date be delayed (for reasons such as the Agreement being improperly completed, not submitted to HES, not implemented by the Utility, etc.), HES will use commercially reasonable efforts to resolve issues within its control. In the case of a renewal agreement, the Start Date will be the first date after the Estimated Start Date listed on the Offer Sheet at which HES can implement the Price. If the Start Date is not within 60 days of the Estimated Start Date due to Customer's action or lack of action, HES reserves the right to cancel this Agreement without penalty and propose a new Price to Customer. The End Date will be HES's last day of Energy supply under this Agreement, not including any renewal or extension. The Estimated End Date is the date calculated as Start Date plus Term, and the actual End Date may be 30 days or more from the Estimated End Date, depending on the time required to complete customer's switch back to Utility or other supplier. Customer remains responsible for all HES charges through, to, and including the actual End Date. Either HES or Customer may reasonably request to renegotiate the Price set forth in the Offer Sheet subject to mutually agreeable extension of the Term; provided that this provision shall not be construed as an obligation of the other Party to modify the Price or Term, and any such modifications of the Price or Term shall only become effective if evidenced in written instrument and executed by both Parties.

5. Renewal. Unless either Party expresses its intent not to renew this Agreement in writing at least sixty (60) days prior to the end of the Term (or if such intent not to renew is expressed but Customer has not arranged for the transfer of its Energy service to another Energy provider by the end of the Term), this Agreement will automatically be renewed on a month to month basis if no other renewal agreement has yet been reached. Any automatic renewal will use a rate that is the greater of (a) Price, or (b) one-hundred forty percent (140%) of the Index Price, plus all other taxes, costs, charges or fees which are set forth in Section 7 of this Agreement.

6. Green Energy Option (GEOPower). If Customer selects GEOPower, HES will purchase and retire a block of renewable energy certificates or attributes ("green energy") equivalent to Customer's electricity use, multiplied by the GEOPower Usage Percentage listed on the Offer Sheet. Purchasing GEOPower ensures that Green Energy related to electricity is produced by renewable sources such as hydro, wind or biomass and injected into the electricity grid. HES can suspend or discontinue GEOPower at anytime (Customer will then stop paying for it but the rest of this Agreement will remain in effect). Carbon credits and green energy purchased and retired to Customer's benefit will: (a) relate to carbon credits and green energy produced in the year Customer pays for the units (plus or minus 12 months); (b) on a commercially reasonable efforts basis, be from Pennsylvania-based projects; however, HES may buy them from other North American-based sources at its discretion; and (c) remain HES's legal property. GEO-related charges will be included with the Energy charge on Customer's bill.

7. Charges (and Credits) under this Agreement. HES will supply Customer with Energy and GEOPower for the Location, as applicable. Customer agrees to pay for the related charges, taxes, and other amounts charged by the Utility including, without limitation, charges relating to transmission, delivery, uplift, congestion and service charges. 7.1 Electricity Charge. The Electricity Charge will be the product of Customer's electricity consumption and the Electricity Price, plus pass-through charges (as applicable). 7.2 GEOPower Charge. Customer's electricity consumption multiplied by the GEOPower Price as identified on the Offer Sheet. 7.3 Pass-through Charges. Pass-through Charges are discussed on the Offer Sheet. If HES is charged a billing fee by the Utility as a cost for billing Customer, HES may pass it through to Customer. Changes in Governing Law, applicable Independent System Operator rules and market, and/or applicable regulations may result in certain costs or credits being shifted from the Utility or other similar or regulatory bodies (such as the PAPUC) to HES, or vice versa. If this happens, these costs or credits will be passed through to Customer at no markup. Customer shall operate and manage the Location(s) in a manner that is materially consistent with Customer's past Energy usage practices. Should a material change in usage practices occur, HES reserves the right to include as a Pass-through Charge any additional costs incurred by HES as a result of such material change. HES may consider a change in the Location(s) to constitute a material change in usage practices. 7.4 Billing Fee. If a monthly Billing Fee is specified on the Offer Sheet, Customer will pay this fee for each calendar month in the Term. 7.5 Taxes. Customer shall pay lawful taxes and surcharges that may apply to the charges, whether direct or indirect, relating to the sale, purchase or delivery of Energy. This may include State or local municipal taxes that HES will pass through to Customer. If Customer is exempt from State/local taxes, it shall provide HES with proof of such status at the time of its execution of this Agreement. Otherwise, until Customer provides such proof, HES is not required to recognize any exemption or refund/credit previously paid taxes. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HES HARMLESS FOR ALL TAX-RELATED OBLIGATIONS UNDER THIS AGREEMENT.

8. Billing, Payment, Measurement. Customer will be billed by the Utility in accordance with its usual requirements and schedules for billings, deposits, payments, late payments and other charges (but HES reserves the right to bill Customer directly for Utility Charges and/or HES's charges). HES's charges will appear on the bill together with the amounts charged by the Utility for delivery. Customer shall pay all invoiced sums when due, including late payment fees on uncontroverted past due amounts (currently set at 1.5% per month, as may be amended, compounded monthly). A history of late payments or a decision by the Utility to stop billing HES charges through the Utility bill may be reason for cancellation of this Agreement, the charging of Exit Fees, and possible referral to a collection agent. Customer shall pay HES's reasonable collection costs and legal fees associated with the collection of amounts owed by Customer to HES. The Utility will measure (or otherwise determine) the amount of Energy supplied to the Location. HES assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility. HES will not rebate or refund Customer for billings based in any part on estimated Energy usage (only a forward credit will appear on the bill). Customer agrees to comply with any and all billing and payment requirements as established by the applicable Utility and the PAPUC.

9. Ending this Agreement Early, Default. If this Agreement ends early, for any reason, Customer must still pay all amounts charged up to the early end date. HES can end this Agreement, at no cost to HES, if: (a) required/allowed by law; (b) the Utility is unable to service the Location; (c) a legislative or regulatory change materially alters HES's ability to profitably perform this Agreement; (d) Customer requests the substitution of the Location with another Utility account that does not meet HES's criteria set out in Section 20; or (e) Customer fails into "Default". Customer shall be in Default if, at any time during the Term, it: (i) changes its supplier, including to the Utility or other Energy marketer; (ii) withdraws HES's authority to obtain and use information necessary to perform this Agreement; (iii) fails to make timely payment of amounts due hereunder; (iv) consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, merger or transfer, the resulting, surviving or transferee entity (a) is less creditworthy than Customer prior to consolidation, merger or transfer, in HES' reasonable opinion, or (b) fails to assume, by operation of law or pursuant to an agreement reasonably satisfactory to HES, prior to or at the time of such consolidation, merger or transfer all of the obligations of Customer under this Agreement, or (c) fails to notify HES at the time of any such consolidation, merger or transfer; or (d) otherwise fails to comply with the terms and conditions of, or the Utility's rules in relation to, this Agreement. Should publishing of the Index Price



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

8/13/2015

RECEIVED
2015 SEP - 1 AM 9:32
PA P.U.C.
SECRETARY'S BUREAU

Joseph Morosky
6289 Meetinghouse Rd
New Hope PA 18938

Case 3316663

*I request a telephone hearing.
my # is 215-768-9263 - today is 8/19/15*

Joseph S. Morosky

DEAR Joseph Morosky:

Recently you contacted the Bureau of Consumer Services. You have expressed an interest in pursuing your complaint formally.

The formal complaint process involves a legal proceeding before a PUC administrative law judge (ALJ), similar to a trial. This means that you and the utility must present facts on the issues raised in your complaint to the ALJ. You must participate in a hearing, respond to questions from the utility and prove why the judge should uphold your position. Please note that filing a formal complaint does not guarantee that your service will remain on.

You don't need a lawyer to file a formal complaint before the PUC. However, you may use a lawyer of your choice.

Sincerely,

Public Utility Commission

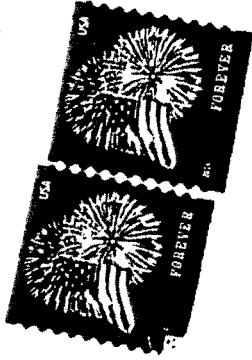
Please excuse my handwritten notes.

~~RECEIVED~~
AUG 24 2015
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

NOSTALGIA

Choose beautiful memories to give

J. S. MOROSKY
6289 Mchase Rd
New Hope, Pa 18938



PVC Commonwealth of Pa,
P.O. Box 3265

Harrisburg Pa. 17105-3265

1710593265

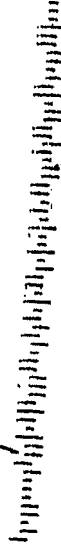


EXHIBIT "2"

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

Issued December 11, 2014

Effective December 15, 2014

EXHIBIT “3”

PECO Energy Company

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

Issued October 15, 2010

Effective January 1, 2011