

Legal Department  
2301 Market Street / S23-1  
Philadelphia, PA 19101-8699

Direct Dial: 215.841.6841

December 10, 2015

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

**RE: Thomas Herbert v. PECO Energy Company**  
**PUC Docket No.: C-2015-2512644**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company's Motion for Judgment on the Pleadings* 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/LO

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**THOMAS J. HERBERT**

v.

**PECO ENERGY COMPANY**

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**DOCKET NO. C-2015-2512644**

**NOTICE TO PLEAD**

*To: Thomas J. Herbert*

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 Motion for Judgment on the Pleadings within 20 days from service of this notice, the facts set forth by PECO Energy Company may be deemed to be true, thereby requiring no other proof. All pleadings, such as a Reply to Motion, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane Lee, and where applicable, the Administrative Law Judge presiding over the issue.

Failure to respond to this Motion could result in the dismissal of your case.

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

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

Dated: December 10, 2015



---

Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S-23  
Philadelphia, PA 19101-8699  
Tel. (215) 841-6841  
Fax. (215) 568-3389  
shawane.lee@exeloncorp.com

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**THOMAS J. HERBERT**

v.

**PECO ENERGY COMPANY**

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**DOCKET NO. C-2015-2512644**

**MOTION FOR JUDGMENT ON THE PLEADINGS**

PECO Energy Company ("PECO"), pursuant to 52 Pa. Code §5.102, respectfully requests that your Honorable Commission dismiss the instant complaint inasmuch as Complainant requests a payment arrangement. No factual dispute has been raised in the pleadings with respect to the payment agreement. Pursuant to 66 Pa.C.S. §1405(c), Complainant is ineligible for a Commission-ordered payment agreement, and thus Complainant fails to state a claim upon which relief can be granted. Therefore, PECO is entitled to judgment as a matter of law regarding the prohibited payment agreement.

1. On or about November 9, 2015, Complainant filed a Formal Complaint against Respondent, PECO, requesting to receive a Commission-ordered payment agreement. A copy of Complainant's Formal Complaint is attached hereto as Exhibit 1.

2. PECO was served with the Formal Complaint on November 10, 2015.

3. In Complainant's Formal Complaint, he ticks the box "The utility is threatening to shut off my service or has already shut off my service".

4. The Complainant requests for relief:

**A payment agreement.**

5. On November 16, 2015, PECO filed an Answer, New Matter and Notice to Plead.

A copy of PECO's Answer and New Matter is attached hereto as Exhibit 2.

6. PECO averred in its New Matter that Complainant was initially enrolled in its Customer Assistance Program (CAP) under Tier D1, on January 25, 2013. New Matter ¶1.

7. PECO averred that Complainant recertified in the program under Tier D1 on January 15, 2015. New Matter ¶2.

8. PECO averred that the Complainant is scheduled to recertify in the program on January 15, 2017. New Matter ¶3.

9. PECO averred that the Complainant is actively enrolled in the CAP program. New Matter ¶4.

10. PECO averred that the Complainant's balance is \$2,134.09. New Matter ¶5.

11. PECO averred that the Complainant's entire balance is comprised of CAP arrears. New Matter ¶6.

12. As the entire balance consists of CAP arrears, PECO averred that no agreement may be issued under 66 Pa.C.S. §1405(c). New Matter ¶8.

13. To date, 20 days have passed since PECO filed its New Matter.

14. PECO has not been served with a response to its New Matter, and therefore it requests that the facts stated therein be deemed admitted. 52 Pa.Code §5.63(b) (providing that facts in new matter may be deemed admitted if there is no reply).

15. Under 66 Pa.C.S. §1405(c), the Commission is precluded from establishing a payment agreement for customers participating in CAP. Section 1405(c) states as follows: "Customer assistance program rates shall be timely paid and shall not be the subject of payment agreements negotiated or approved by the commission."

16. The Commission's regulations at 52 Pa. Code §5.102(a) permits any party to move for summary judgment or judgment on the pleadings after the pleadings are closed, but

within such time as to not delay a hearing. Under 52 Pa. Code §5.102(d)(1), the presiding officer will grant the motion if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law.

17. The moving party bears the burden of showing that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. The Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. *First Mortgage Co. of Pennsylvania v. McCall*, 459 A.2d 406 (Pa. Super. 1983).

18. The provision at 52 Pa. Code §5.102(c) serves judicial economy by avoiding a hearing where no factual dispute exists. If no factual issue pertinent to the resolution of the case exists, a hearing is unnecessary. *Lehigh Valley Power Committee v. Pennsylvania Public Utility Commission*, 563 A.2d. 557 (Pa. Cmwlth. 1989).

19. The pleadings in this case reveal the following:

- a. There is no factual dispute that (a) Complainant is enrolled in CAP, (b) the entire past due balance is CAP arrears.
- b. Under 66 Pa.C.S. §1405(c), the Commission is prohibited from ordering a payment agreement for an account holder whose past due balance consists of CAP arrears. Therefore, the Commission cannot grant the relief Complainant seeks regarding the payment agreement.

20. Because no factual dispute exists regarding the prohibited payment agreement and the Complaint fails to state a claim for which relief can be granted, PECO is entitled to judgment as a matter of law with respect to the requested payment agreement.

**WHEREFORE**, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant complaint with prejudice, as it relates to a request for a payment agreement on CAP arrears, and the Complaint therefore fails to state a claim upon which relief can be granted.

Respectfully submitted,



---

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

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**THOMAS J. HERBERT**

v.

**PECO ENERGY COMPANY**

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**DOCKET NO. C-2015-2512644**

**CERTIFICATE OF SERVICE**

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

VIA First Class Mail

Thomas Herbert  
918 E. Schiller Street  
Philadelphia, PA 19134

Administrative Law Judge Cynthia Fordham  
Pa. Public Utility Commission  
801 Market Street, Suite 4063  
Philadelphia, PA 19107

Rosemary Chiavetta, Secretary  
Pa. Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, Pennsylvania 17120



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Shawane L. Lee

DATED: December 10, 2015

# **EXHIBIT “1”**

**Botak, Amy:(PECO)**

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**From:** eServe@pa.gov  
**Sent:** Tuesday, November 10, 2015 4:40 PM  
**To:** Lee, Shawane L.:(PECO)  
**Cc:** Botak, Amy:(PECO)  
**Subject:** [EXTERNAL] PA PUC eServe Notice  
  
**Importance:** High

Dear Shawane L Lee,

A(n) **Formal Complaint** has been served in this proceeding. This document is docketed as **C-2015-2512644**.

You may view this document at

**Formal Complaint**

You are receiving this email because you are a(n) **Respondent** for this case and have agreed to be served electronically. By selecting electronic service (eService), you have agreed that this notification constitutes valid service. Electronic service of any and all documents will be in place of paper service.

Thank You,  
Public Utility Commission  
Commonwealth of Pennsylvania

*\* Please do not respond to this automatically generated email.*

RECEIVED

2015 NOV -9 AM 10:11

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

PA.P.U.C. SECRETARY'S BUREAU

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 Thomas Joseph Herbert

Street/P.O. Box 918 E Schiller St Apt # N/A

City Philadelphia State PA Zip 19134

County Pennsylvania

Telephone Number(s) Where We Can Contact You During the Day:

(267) 443-1618 (home) ( ) N/A (mobile)

267-506-5001

E-mail Address (optional):

Utility Account Number (from your bill) 89027 60041

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

Street/P.O. Box

City State Zip

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

11-10-15 AW

VP my friend

**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 want the electricity turned back on to my assistive devices to work. I want to ~~cancel~~ go back my original payment plan of \$150. - a month until my electric bill is paid. The reason I need electricity is my fire alarm is electric alarms and I need that to work in case of fire if the electricity was shut off it will also compromise my safety because my video phone and I need light to retrieve balance and a wallet falling down he starts I also need light to stay alert for possible -

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.

INTROD LESS

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.

**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:

Thomas J. Herbert, 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).

\_\_\_\_\_  
(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.

I want the electricity turned back on for my assistive devices to work. I want to go back to my original payment plan of \$150 a month until my electric bill is paid. The reason I need electricity is my fire alarm is electric alarm and I need that to work in case of fire. If the electricity was shut off, it will also compromise my safety because my video phone needs to work if I need to call in an emergency, and I need light to retain balance and avoid falling down the stairs. I also need light to stay alert for possible intruders.

RECEIVED

2015 NOV -9 AM 10:10

P.A.P.U.C.  
SECRETARY'S BUREAU



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Pennsylvania Public Utility  
Commission  
400 North Street  
Harrisburg Pennsylvania 17120

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# **EXHIBIT “2”**



**PENNSYLVANIA**  
PUBLIC UTILITY COMMISSION

CONSUMERINFO UTILITY&INDUSTRY FILING&RESOURCES ABOUTPUC CONTACTUS

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**eFiling Successfully Transmitted**



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-2015-2512644  |
| Description:                 | Thomas J. Herbert - PECO Energy Answer and New Matter to Formal Complaint |
| Transmission Date:           | 11/16/2015 9:52:42 AM   |
| Filed On:                    | 11/16/2015 9:52:42 AM   |
| eFiling Confirmation Number: | 1612475   |

**Uploaded File List**

| File Name                                    | Document Class | Document Type              |
|--|----------------|----------------------------|
| Thomas J Herbert - Answer and New Matter.pdf | Communication  | Answer to Formal Complaint |

PECO ENERGY  
EXHIBIT



An Exelon Company

Legal Department  
2301 Market Street / S23-1  
Philadelphia, PA 19103

Direct Dial: 215-841-6841

November 16, 2015

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

**RE: Thomas J. Herbert v. PECO Energy Company**  
**PUC Docket No.: C-2015-2512644**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Answer and New Matter 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, sweeping underline.

Shawane Lee  
Counsel for PECO Energy Company

Scheduling Recommendation: **CALL OF THE DOCKET**

SL/lo

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**THOMAS JOSEPH HERBERT**  
**Complainant**

v.

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

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**DOCKET NO. C-2015-2512644**

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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 NEW MATTER 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 NEW MATTER, 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, November 16, 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**

**THOMAS JOSEPH HERBERT**  
**Complainant**

v.

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

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**DOCKET NO. C-2015-2512644**

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

On November 10, 2015, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by Thomas Joseph Herbert (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 his Complaint, Complainant states that PECO terminated his service and he wants his service restored. The Complainant requests to be put back on his original payment agreement. PECO Energy avers that the Complainant's complaint should be dismissed pursuant to 66 Pa.C.S. § 1405(c).

PECO Energy's records indicate that the Complainant established electric service at 918 East Schiller Street, Philadelphia, PA under account number 84027-60041. See Account

Activity Statement, attached hereto as Exhibit "1". The Complainant initially enrolled in PECO's Customer Assistance Program ("CAP") under Tier D1 on January 25, 2013 under Tier D. The Complainant recertified in the program on January 15, 2015 under Tier D1. The Complainant is scheduled to recertify in the program on January 15, 2017. The Complainant is actively enrolled in CAP. The Complainant's entire balance is comprised of CAP arrears.

On August 10, 2015, PECO sent the Complainant a ten day termination notice for a past due balance. On September 8, 2015, the company made a 72-hour notice call. On September 15, 2015, the Complainant's service was terminated. The Complainant's service is currently off.

The Complainant's balance is \$2,134.09. See Exhibit "1". The Complainant's account is currently finalized and he has no service with the company. The Complainant is not entitled to a payment agreement on his balance pursuant to 66 Pa.C.S. § 1405(c) as the entire balance is comprised of CAP arrears.

5. Denied.

6. Admitted

7. Admitted.

8. PECO Energy neither admits nor denies the allegations in paragraph 8. 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.

**NEW MATTER OF RESPONDENT, PECO ENERGY COMPANY**

PECO Energy Company ("PECO Energy"), pursuant to 52 Pa. Code § 5.62(b), further responds to the Complaint and states:

1. The Complainant initially enrolled in PECO's Customer Assistance Program ("CAP") under Tier D1 on January 25, 2013 under Tier D.
2. The Complainant recertified in the program on January 15, 2015 under Tier D1.
3. The Complainant is scheduled to recertify in the program on January 15, 2017.
4. The Complainant is actively enrolled in CAP.
5. The Complainant's balance is \$2,134.09.
6. The Complainant's entire balance is comprised of CAP arrears.
7. 66 Pa.C.S. § 1405(c) provides that, "(c)ustomer assistance program rates shall be timely paid and shall not be the subject of payment agreements negotiated or approved by the commission."
8. Consequently, pursuant to 66 Pa.C.S. § 1405(c), the PUC has no jurisdiction to give the Complainant a payment agreement.
9. PECO Energy avers that the Complainant's complaint should be dismissed pursuant to 66 Pa. C.S. §1405(c).

**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  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

|                              |   |                                  |
|------------------------------|---|----------------------------------|
| <b>THOMAS JOSEPH HERBERT</b> | : |                                  |
| <b>Complainant</b>           | : |                                  |
|                              | : |                                  |
| v.                           | : | <b>DOCKET NO. C-2015-2512644</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: November 16, 2015

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

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

|                              |   |                                  |
|------------------------------|---|----------------------------------|
| <b>THOMAS JOSEPH HERBERT</b> | : |                                  |
| <b>Complainant</b>           | : |                                  |
|                              | : |                                  |
| v.                           | : | <b>DOCKET NO. C-2015-2512644</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 Answer in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Thomas Joseph Herbert  
918 East Schiller Street  
Philadelphia, PA 19134

Dated at Philadelphia, Pennsylvania, November 16, 2015



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



An Exelon Company

Legal Department  
2301 Market Street / S23-1  
Philadelphia, PA 19103

Direct Dial: 215-841-6841

November 16, 2015

Thomas Joseph Herbert  
918 East Schiller Street  
Philadelphia, PA 19134

**RE: Thomas J. Herbert v. PECO Energy Company**  
**PUC Docket No.: C-2015-2512644**

Dear Mr. Herbert:

Enclosed is a copy of PECO Energy Company's response to the formal complaint filed in the above-referenced docket. The law requires PECO Energy to file an answer to your Public Utility Commission complaint. Keep these papers for your records. This is not a decision on your complaint. PECO's response may include a New Matter, Motion or Preliminary Objection. Please note that if you do not respond to a New Matter, Motion, or Preliminary Objection an unfavorable decision may be rendered against you. Responses to New Matters and Motions must be filed within 20 days. Responses to Preliminary Objections must be filed within 10 days. If there is no New Matter, Motion or Preliminary Objection included, no response is required.

Soon, the Public Utility Commission will schedule either a settlement conference or a hearing on your complaint. The Commission will let you know by mail whether there will be a conference or a hearing and will include instructions on what to do next. If the matter is set for hearing, the notice will provide you with information about the date, time and place of the hearing. If we are unable to resolve your complaint and have to proceed with a hearing, a judge will be at the hearing and will decide your complaint. You must call the Public Utility Commission if you have any questions about the hearing or if you cannot attend the hearing.

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/lo  
Encl.

**EXHIBIT “1”**

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

Account Number: 84027-60041  
Account Status: Final  
Mail To: THOMAS J HERBERT  
918 E SCHILLER ST  
PHILADELPHIA PA 19134

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

Current Bill: \$0.00  
Billed Prior: \$2134.09  
Balance Due: \$2134.09  
Service Address: 918 E SCHILLER ST  
PHILADELPHIA PA 19134  
Credit Amount: \$0.00  
Deposit Requested: \$100.00  
Deposit On-Hand: \$0.00  
Meter Bill Grp: 16  
Rate: CAP Opt D1 Electric Residential Service

| DATE     | CHARGE TYPE                 | BILLING PERIOD             | READ | METER # | CHARGE AMOUNT               | CREDIT AMOUNT | TOTAL BILL | BALANCE FORWARD | DUE DATE | KWH  | CCF | KW |
|----------|-----------------------------|----------------------------|------|---------|-----------------------------|---------------|------------|-----------------|----------|------|-----|----|
| 10/22/13 | Late Payment Charge         |                            |      |         | \$18.02                     |               |            |                 |          |      |     |    |
| 11/14/13 | LIHEAP Payment              |                            |      |         |                             | \$179.00      |            |                 |          |      |     |    |
| 11/15/13 | BUDGET BILLING              | 10/20/13 11/15/13          |      |         | \$141.00                    |               |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **    | Actual Bill Amount: 94.53  |      |         | BB Deferred Amount: -905.66 |               |            |                 |          |      |     |    |
| 11/15/13 | Regular Bill                |                            |      |         |                             |               | \$2043.81  | \$1902.81       | 12/09    | 991  |     |    |
| 12/04/13 | Payment                     |                            |      |         |                             | \$250.00      |            |                 |          |      |     |    |
| 12/18/13 | BUDGET BILLING              | 11/15/13 12/18/13          |      |         | \$141.00                    |               |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **    | Actual Bill Amount: 256.60 |      |         | BB Deferred Amount: -790.06 |               |            |                 |          |      |     |    |
| 12/18/13 | Regular Bill                |                            |      |         |                             |               | \$1934.81  | \$1793.81       | 01/09    | 1996 |     |    |
| 01/06/14 | Payment                     |                            |      |         |                             | \$200.00      |            |                 |          |      |     |    |
| 01/22/14 | BUDGET BILLING              | 12/18/13 01/22/14          |      |         | \$93.00                     |               |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **    | Actual Bill Amount: 297.83 |      |         | BB Deferred Amount: -585.23 |               |            |                 |          |      |     |    |
| 01/22/14 | Regular Bill                |                            |      |         |                             |               | \$1827.81  | \$1734.81       | 02/13    | 2279 |     |    |
| 02/20/14 | BUDGET BILLING              | 01/22/14 02/20/14          |      |         | \$93.00                     |               |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **    | Actual Bill Amount: 493.11 |      |         | BB Deferred Amount: -185.12 |               |            |                 |          |      |     |    |
| 02/20/14 | Regular Bill                |                            |      |         |                             |               | \$1920.81  | \$1827.81       | 03/14    | 3523 |     |    |
| 03/21/14 | BUDGET BILLING              | 02/20/14 03/21/14          |      |         | \$93.00                     |               |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **    | Actual Bill Amount: 325.15 |      |         | BB Deferred Amount: 47.03   |               |            |                 |          |      |     |    |
| 03/21/14 | Regular Bill                |                            |      |         |                             |               | \$2013.81  | \$1920.81       | 04/14    | 2590 |     |    |
| 04/03/14 | Payment                     |                            |      |         |                             | \$325.00      |            |                 |          |      |     |    |
| 04/03/14 | LIHEAP Payment              |                            |      |         |                             | \$500.00      |            |                 |          |      |     |    |
| 04/09/14 | Payment Agreement           |                            |      |         |                             |               |            |                 |          |      |     |    |
| 04/21/14 | BUDGET BILLING              | 03/21/14 04/21/14          |      |         | \$1188.81                   |               |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **    | Actual Bill Amount: 167.96 |      |         | \$166.00                    |               |            |                 |          |      |     |    |
| 04/21/14 | DEFERRED PAYMENT AGREEMENT  |                            |      |         |                             |               |            |                 |          |      |     |    |
| 04/21/14 | Regular Bill                |                            |      |         | \$49.53                     |               | \$215.53   |                 | 05/13    | 1510 |     |    |
| 05/19/14 | Bill Out DPA due to Default |                            |      |         | \$1139.28                   |               |            |                 |          |      |     |    |
| 05/20/14 | Late Payment Charge         |                            |      |         | \$18.92                     |               |            |                 |          |      |     |    |
| 05/21/14 | BUDGET BILLING              | 04/21/14 05/21/14          |      |         | \$166.00                    |               |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **    | Actual Bill Amount: 63.05  |      |         | BB Deferred Amount: -53.96  |               |            |                 |          |      |     |    |
| 05/21/14 | Regular Bill                |                            |      |         |                             |               | \$1539.73  | \$1373.73       | 06/12    | 801  |     |    |
| 05/23/14 | Payment                     |                            |      |         |                             | \$115.00      |            |                 |          |      |     |    |
| 05/30/14 | Payment Agreement           |                            |      |         | \$1139.28                   |               |            |                 |          |      |     |    |
| 06/02/14 | Payment                     |                            |      |         |                             | \$100.53      |            |                 |          |      |     |    |
| 06/17/14 | Payment                     |                            |      |         |                             | \$80.00       |            |                 |          |      |     |    |
| 06/17/14 | Late Payment Charge         |                            |      |         | \$0.76                      |               |            |                 |          |      |     |    |
| 06/19/14 | BUDGET BILLING              | 05/21/14 06/19/14          |      |         | \$166.00                    |               |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **    | Actual Bill Amount: 55.27  |      |         | BB Deferred Amount: -164.69 |               |            |                 |          |      |     |    |
| 06/19/14 | DEFERRED PAYMENT AGREEMENT  |                            |      |         | \$49.53                     |               |            |                 |          |      |     |    |
| 06/19/14 | Regular Bill                |                            |      |         |                             |               | \$321.21   | \$105.68        | 07/11    | 758  |     |    |
| 07/07/14 | Payment                     |                            |      |         |                             | \$200.00      |            |                 |          |      |     |    |
| 07/16/14 | Bill Out DPA due to Default |                            |      |         | \$1089.75                   |               |            |                 |          |      |     |    |
| 07/17/14 | Late Payment Charge         |                            |      |         | \$13.77                     |               |            |                 |          |      |     |    |
| 07/21/14 | BUDGET BILLING              | 06/19/14 07/21/14          |      |         | \$166.00                    |               |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **    | Actual Bill Amount: 96.92  |      |         | BB Deferred Amount: -233.77 |               |            |                 |          |      |     |    |
| 07/21/14 | Regular Bill                |                            |      |         |                             |               | \$1390.73  | \$1224.73       | 08/12    | 1055 |     |    |
| 08/01/14 | Payment Agreement           |                            |      |         | \$1089.75                   |               |            |                 |          |      |     |    |
| 08/04/14 | Payment                     |                            |      |         |                             | \$305.00      |            |                 |          |      |     |    |
| 08/19/14 | BUDGET BILLING              | 07/21/14 08/19/14          |      |         | \$147.00                    |               |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **    | Actual Bill Amount: 62.45  |      |         | BB Deferred Amount: -318.32 |               |            |                 |          |      |     |    |

| DATE     | CHARGE TYPE                     | BILLING PERIOD             | READ | METER # | CHARGE AMOUNT | CREDIT AMOUNT               | TOTAL BILL | BALANCE FORWARD | DUE DATE | KWH  | CCF | KW |
|----------|---------------------------------|----------------------------|------|---------|---------------|-----------------------------|------------|-----------------|----------|------|-----|----|
| 08/19/14 | DEFERRED PAYMENT AGREEMENT      |                            |      |         | \$49.53       |                             |            |                 |          |      |     |    |
| 08/19/14 | Regular Bill                    |                            |      |         |               |                             | \$192.51   |                 | 09/10    | 819  |     |    |
| 09/15/14 | Bill Out DPA due to Default     |                            |      |         | \$1040.22     |                             |            |                 |          |      |     |    |
| 09/16/14 | Late Payment Charge             |                            |      |         | \$10.46       |                             |            |                 |          |      |     |    |
| 09/18/14 | BUDGET BILLING                  | 08/19/14 09/18/14          |      |         | \$147.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 70.08  |      |         |               | BB Deferred Amount: -395.24 |            |                 |          |      |     |    |
| 09/18/14 | Regular Bill                    |                            |      |         |               |                             | \$1390.19  | \$1243.19       | 10/10    | 882  |     |    |
| 10/06/14 | Payment                         |                            |      |         |               | \$349.97                    |            |                 |          |      |     |    |
| 10/06/14 | Payment Agreement               |                            |      |         | \$1040.22     |                             |            |                 |          |      |     |    |
| 10/17/14 | BUDGET BILLING                  | 09/18/14 10/17/14          |      |         | \$147.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 35.23  |      |         |               | BB Deferred Amount: -507.01 |            |                 |          |      |     |    |
| 10/17/14 | DEFERRED PAYMENT AGREEMENT      |                            |      |         | \$49.53       |                             | \$196.53   |                 | 11/10    | 617  |     |    |
| 10/17/14 | Regular Bill                    |                            |      |         |               |                             |            |                 |          |      |     |    |
| 11/17/14 | Bill Out DPA due to Default     |                            |      |         | \$941.16      |                             |            |                 |          |      |     |    |
| 11/17/14 | BUDGET BILLING                  | 10/17/14 11/17/14          |      |         | \$147.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 175.03 |      |         |               | BB Deferred Amount: -478.98 |            |                 |          |      |     |    |
| 11/17/14 | DEFERRED PAYMENT AGREEMENT      |                            |      |         | \$49.53       |                             | \$393.06   | \$196.53        | 12/09    | 1617 |     |    |
| 11/17/14 | Regular Bill                    |                            |      |         |               |                             |            |                 |          |      |     |    |
| 11/18/14 | Late Payment Charge             |                            |      |         | \$1.64        |                             |            |                 |          |      |     |    |
| 12/03/14 | Payment Agreement               |                            |      |         | \$941.16      |                             |            |                 |          |      |     |    |
| 12/04/14 | Payment                         |                            |      |         |               | \$400.00                    |            |                 |          |      |     |    |
| 12/18/14 | BUDGET BILLING                  | 11/17/14 12/18/14          |      |         | \$147.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 637.34 |      |         |               | BB Deferred Amount: 11.36   |            |                 |          |      |     |    |
| 12/18/14 | DEFERRED PAYMENT AGREEMENT      |                            |      |         | \$49.53       |                             | \$191.23   |                 | 01/09    | 4609 |     |    |
| 12/18/14 | Regular Bill                    |                            |      |         |               |                             |            |                 |          |      |     |    |
| 01/14/15 | Bill Out DPA due to Default     |                            |      |         | \$891.63      |                             |            |                 |          |      |     |    |
| 01/14/15 | Late Payment Charge             |                            |      |         | \$2.87        |                             |            |                 |          |      |     |    |
| 01/22/15 | BUDGET BILLING                  | 12/18/14 01/22/15          |      |         | \$147.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 763.10 |      |         |               | BB Deferred Amount: 627.46  |            |                 |          |      |     |    |
| 01/22/15 | Regular Bill                    |                            |      |         |               |                             | \$1232.73  | \$1085.73       | 02/13    | 5429 |     |    |
| 02/09/15 | Payment                         |                            |      |         |               | \$150.00                    |            |                 |          |      |     |    |
| 02/18/15 | Late Payment Charge             |                            |      |         | \$15.84       |                             |            |                 |          |      |     |    |
| 02/20/15 | BUDGET BILLING                  | 01/22/15 02/20/15          |      |         | \$147.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 783.08 |      |         |               | BB Deferred Amount: 1263.54 |            |                 |          |      |     |    |
| 02/20/15 | Regular Bill                    |                            |      |         |               |                             | \$1245.57  | \$1098.57       | 03/16    | 5561 |     |    |
| 03/06/15 | Payment                         |                            |      |         |               | \$150.00                    |            |                 |          |      |     |    |
| 03/23/15 | Late Payment Charge             |                            |      |         | \$16.01       |                             |            |                 |          |      |     |    |
| 03/24/15 | BUDGET BILLING                  | 02/20/15 03/24/15          |      |         | \$147.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 669.83 |      |         |               | BB Deferred Amount: 1786.37 |            |                 |          |      |     |    |
| 03/24/15 | Regular Bill                    |                            |      |         |               |                             | \$1258.58  | \$1111.58       | 04/15    | 4941 |     |    |
| 04/07/15 | Payment                         |                            |      |         |               | \$100.00                    |            |                 |          |      |     |    |
| 04/16/15 | LIHEAP Payment                  |                            |      |         |               | \$182.00                    |            |                 |          |      |     |    |
| 04/21/15 | BUDGET BILLING                  | 03/24/15 04/21/15          |      |         | \$447.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 221.49 |      |         |               | BB Deferred Amount: 1560.86 |            |                 |          |      |     |    |
| 04/21/15 | Regular Bill                    |                            |      |         |               |                             | \$1423.58  | \$976.58        | 05/13    | 1896 |     |    |
| 04/24/15 | Payment Agreement               |                            |      |         | \$743.04      |                             |            |                 |          |      |     |    |
| 04/24/15 | LIHEAP Payment                  |                            |      |         |               | \$500.00                    |            |                 |          |      |     |    |
| 05/20/15 | BUDGET BILLING                  | 04/21/15 05/20/15          |      |         | \$447.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 36.62  |      |         |               | BB Deferred Amount: 1150.48 |            |                 |          |      |     |    |
| 05/20/15 | DEFERRED PAYMENT AGREEMENT      |                            |      |         | \$49.54       |                             | \$677.08   | \$180.54        | 06/11    | 624  |     |    |
| 05/20/15 | Regular Bill                    |                            |      |         |               |                             |            |                 |          |      |     |    |
| 06/08/15 | Payment                         |                            |      |         |               | \$180.00                    |            |                 |          |      |     |    |
| 06/16/15 | Bill Out DPA due to Default     |                            |      |         | \$693.50      |                             |            |                 |          |      |     |    |
| 06/17/15 | Late Payment Charge             |                            |      |         | \$17.63       |                             |            |                 |          |      |     |    |
| 06/22/15 | BUDGET BILLING                  | 05/20/15 06/22/15          |      |         | \$447.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 36.69  |      |         |               | BB Deferred Amount: 740.17  |            |                 |          |      |     |    |
| 06/22/15 | Regular Bill                    |                            |      |         |               |                             | \$1655.21  | \$1208.21       | 07/14    | 637  |     |    |
| 07/10/15 | RECONNECT FEE - CUT-OUT NON-PAY |                            |      |         | \$20.00       |                             |            |                 |          |      |     |    |
| 07/21/15 | Late Payment Charge             |                            |      |         | \$24.34       |                             |            |                 |          |      |     |    |
| 07/24/15 | BUDGET BILLING                  | 06/22/15 07/24/15          |      |         | \$447.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 33.46  |      |         |               | BB Deferred Amount: 326.63  |            |                 |          |      |     |    |
| 07/24/15 | Regular Bill                    |                            |      |         |               |                             | \$2146.55  | \$1679.55       | 08/17    | 594  |     |    |
| 08/10/15 | Payment                         |                            |      |         |               | \$150.00                    |            |                 |          |      |     |    |
| 08/19/15 | BUDGET BILLING                  | 07/24/15 08/19/15          |      |         | \$321.00      |                             |            |                 |          |      |     |    |
|          | ** Budget Bill Detail **        | Actual Bill Amount: 34.30  |      |         |               | BB Deferred Amount: 39.93   |            |                 |          |      |     |    |
| 08/19/15 | Regular Bill                    |                            |      |         |               |                             | \$2317.55  | \$1996.55       | 09/10    | 610  |     |    |

PECO Account Activity Statement

| DATE     | CHARGE TYPE              | BILLING PERIOD            | READ | METER # | CHARGE AMOUNT | CREDIT AMOUNT               | TOTAL BILL | BALANCE FORWARD | DUE DATE | KWH | CCF | KW |
|----------|--------------------------|---------------------------|------|---------|---------------|-----------------------------|------------|-----------------|----------|-----|-----|----|
| 08/24/15 | Late Payment Charge      |                           |      |         |               |                             |            |                 |          |     |     |    |
| 09/04/15 | Payment                  |                           |      |         | \$29.10       |                             |            |                 |          |     |     |    |
| 09/15/15 | Late Payment Charge      |                           |      |         |               | \$321.00                    |            |                 |          |     |     |    |
| 09/23/15 | BUDGET BILLING           | 08/19/15 09/19/15         |      |         | \$29.34       |                             |            |                 |          |     |     |    |
|          | ** Budget Bill Detail ** | Actual Bill Amount: 32.07 |      |         | \$321.00      |                             |            |                 |          |     |     |    |
| 09/23/15 | Regular Bill             |                           |      |         |               | BB Deferred Amount: -249.00 |            |                 |          |     |     |    |
| 10/19/15 | Budget Bill Settlement   |                           |      |         |               |                             | \$2375.99  | \$2054.99       | 10/15    | 556 |     |    |
| 10/19/15 | BUDGET BILLING           | 09/19/15 10/15/15         |      |         |               | \$241.90                    |            |                 |          |     |     |    |
|          | ** Budget Bill Detail ** | Actual Bill Amount: 7.10  |      |         |               | BB Deferred Amount: 0.00    |            |                 |          |     |     |    |
| 10/19/15 | Regular Bill             |                           |      |         |               |                             |            |                 |          |     |     |    |
| 10/20/15 | Late Payment Charge      |                           |      |         | \$28.69       |                             | \$2134.09  | \$2134.09       | 11/10    |     |     |    |