



An Exelon Company

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February 8, 2016

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

RE: Andree Lombard v. PECO Energy Company
PUC Docket No.: C-2015-2478086

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Reply Exceptions of PECO Energy Company* with regard to the matter referenced above.

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

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

cc: Certificate of Service

SL/ab

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**ANDREE LOMBARD
COMPLAINANT**

v.

**PECO ENERGY COMPANY,
RESPONDENT**

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Docket No. C-2015-2478086

REPLY EXCEPTIONS OF PECO ENERGY COMPANY

**Shawane L. Lee, Esquire
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Philadelphia, PA 19103
215.841.6841
shawane.lee@exeloncorp.com
Counsel for PECO Energy Company**

DATE: February 8, 2016

REPLY EXCEPTIONS

PECO Energy Company (“PECO Energy”) hereby replies to the Exceptions filed by Andree Lombard (“Complainant”) in the above-referenced matter on January 28, 2016. The Exceptions were served on PECO Energy on February 4, 2016.

On April 17, 2015, Complainant filed a formal complaint against PECO Energy. In her formal complaint, Complainant requested a payment agreement and states that PECO Energy is threatening to terminate her service. Respondent, PECO Energy filed an Answer on May 4, 2015, stating that Complainant was not entitled to a new payment agreement as she had defaulted on a previous payment agreement issued by the Pennsylvania Public Utility Commission (“PUC”) and had not demonstrated a decrease in income or significant change in circumstance. An in-person hearing was held before Administrative Law Judge Darlene R. Davis Heep (“ALJ Heep”) on June 30, 2015. Ms. Lombard was not present at the hearing; however, her husband Giovanni Buff appeared and gave testimony. ALJ Heep issued an Initial Decision on December 21, 2015, wherein she held *inter alia*:

That the claim of Andree Lombard against PECO Energy Company at Docket No. C-2015-2478086 is denied.

Complainant excepts to ALJ Heep’s Initial Decision and states in her exceptions:

I do understand and respect the decision made by the PUC for my request since I have defaulted previously on my payment arrangements. However due to the serious illness of my daughter I have decided not to proceed with a reevaluation of her as this could cause or trigger another effect on her. (see Robin Williams case).

I have continued with my regular payments on time and will promise to do so, my last request would be to ask the commission for holding the collection at least until the winter season is over (3/21/2016).

I highly disagree with the abuse of process (stated in your letter), I do believe that all my complaints were reasonable and substantial enough to initiate a formal complaint. I am not an attorney but I certainly know my rights regarding my defenses.

The Commission should sustain the initial decision of ALJ Heep. Complainant does not allege that ALJ Heep made an error of law or abused her discretion in any manner. Instead, Complainant excepts to the decision issued by ALJ Heep because she believes that her daughter's illness should be considered a "significant change in circumstance" to warrant another PUC issued agreement. Additionally, the Complainant disputes ALJ Heep's statement in the Initial Decision that Complainant is abusing the process.

The record reflects that the Complainant defaulted on every payment agreement issued to her by PECO and the PUC. She is not entitled to another payment agreement. 66 Pa.C.S. § 1405(d) provides that absent a change in income or a significant change in circumstance, the Commission cannot grant a second or subsequent payment agreement, if the customer defaults on the first payment agreement. In this case, PECO issued the Complainant at least five company payment agreements that defaulted. (PECO Ex. 4). In addition, the Complainant had a previous PUC Level 2 payment agreement issued at Docket No. C-2013-2356651 on August 22, 2013. (Finding of Fact 7). That agreement defaulted in April 2014. (Tr. 17-18).

The Commission may not reinstate a payment agreement where the customer has defaulted except in limited circumstances. 66 Pa.C.S. § 1403, 1405(e). Section 1403 defines significant change in circumstance as:

"Significant change in circumstance." Any of the following criteria when verified by the public utility and experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income.
- (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer's residence.
- (4) Increase in the customer's number of dependents in the household.

At the time of the hearing, the Complainant could not demonstrate a change from the household's Level 2 income and testified that the household income remained "pretty much" the same. (Tr. 7). There simply has been no significant decrease in income since the Complainant received the PUC payment agreement on August 22, 2013. Accordingly, the Complainant is not entitled to another payment agreement.

Second, the Complainant had no significant change in circumstance to warrant another payment agreement in place of her previously defaulted agreement. Giovanni Buff testified that their daughter has a medical condition and they submitted a medical certificate to prevent their service from being terminated. (Tr. 12). However, the record reflects that the practitioner who wrote the medical certificate on April 14, 2015, wrote on the form that Complainant's daughter has "no illness" and was last seen on July 31, 2013. (PECO Ex. 3). Consequently, as there is no illness, the Complainant has not proven a significant change in circumstance.

In sum, since the payment agreement was issued by the PUC under docket number C-2013-2356651, there has been no change in the Complainant's household income or significant change in circumstance. Consequently, pursuant to 66 Pa.C.S. § 1405(d), the PUC has no jurisdiction to give the Complainant a payment agreement on her balance. ALJ Heep's Initial Decision correctly applied the standard, by denying the Complainant a payment agreement pursuant to 66 Pa.C.S. § 1405(d).

The Complainant disputes that she has abused the formal complaint PUC process. ALJ Heep noted in her decision "Complainant's activities regarding her PECO account are approaching abuse." ALJ Heep stated:

When a shut-off notice is issued, Complainant files a complaint, which stops collection activity, and, for more than a year, Complainant has failed to make any payments to reduce her arrearage. Should Complainant again file an action regarding the

same unpaid arrearage, it may be considered abuse of process and Complainant may be precluded from filing further complaints pertaining to the same account until the arrearage is paid in full.

The record demonstrates that since July 2, 2007, the Complainant has filed at least eight (8) formal and informal complaints with the PUC in an effort to prevent termination of service. (PECO Ex. 7). Notably, the actual account holder (Andree Lombard) has never appeared to testify at the hearings. On one occasion, Mr. Boffa attempted to deceive Administrative Law Judge Susan D. Colwell at the telephonic hearing docketed at C-2012-2300204 (Initial Decision entered, Sep. 12, 2012) by claiming he was his wife Andree Lombard and attempted to speak in a female voice. The Complainant and Mr. Boffa's actions demonstrate an abuse of process. A party may be precluded from filing additional formal or informal complaints with the Commission if there is an abuse of the administrative process. See August 1993 Order citing Schibelli v. Metropolitan Edison Company, 68 Pa.P.U.C. 286 (1988); also see Arthur Lilly v. William H. Smith, Retired Chairman, Pennsylvania Public Utility Commission, Docket No. C-00913773 (Order entered April 9, 1993), wherein the Commission directed that further filings raising the same issues addressed in a matter shall be dismissed without further proceeding. In this case, the Complainant and Mr. Boffa have demonstrated an abuse of process and they should be prohibited from filing any informal or formal complaints related to the balance in dispute.

For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



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**ANDREE LOMBARD
COMPLAINANT**

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**PECO ENERGY COMPANY,
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Docket No. C-2015-2478086

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: February 8, 2016



Shawane L. Lee

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PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**ANDREE LOMBARD
COMPLAINANT**

v.

**PECO ENERGY COMPANY,
RESPONDENT**

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Docket No. C-2015-2478086

CERTIFICATE OF SERVICE

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

**Andree Lombard
404 Aldan Avenue
Aldan, PA 19018**

Dated at Philadelphia, Pennsylvania, February 8, 2016.



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