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August 1, 2016

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

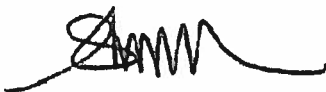
RE: Samuel Girondo v. PECO Energy Company
PUC Docket No.: C-2015-2511403

Dear Ms. Chiavetta:

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

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

Very truly yours,



Shawane Lee
Counsel for PECO Energy Company

cc: Certificate of Service

sl/LD

REPLY EXCEPTIONS

PECO Energy Company (“PECO”) hereby replies to the Exceptions filed by Samuel Girondo (“Complainant”) in the above-referenced matter on July 18, 2016. The exceptions were served on PECO on July 25, 2016. On or about October 29, 2015, Complainant filed a formal complaint against PECO. In his formal complaint, Complainant claims that PECO illegally terminated his service and did not provide him with a termination notice. Respondent, PECO Energy filed an Answer on November 13, 2015, averring that the Complainant is a Customer Assistance Program (CAP) customer with a \$3,580.16 balance comprised entirely of CAP arrears. PECO averred that the company terminated the Complainant’s service on September 29, 2015 for a past due balance of \$2,700.00. A hearing was held before Administrative Law Judge Cynthia Williams Fordham (“ALJ Fordham”) on February 9, 2016. At the hearing PECO presented seven (7) exhibits and two witnesses. ALJ Fordham issued an Initial Decision on June 3, 2016 wherein she held *inter alia*:

1. The Complainant failed to prove that the Respondent violated a Commission regulation, the Public Utility Code or its tariff.

The Commission should sustain the Initial Decision of ALJ Fordham. Complainant excepts to the decision issued by ALJ Fordham because he continues to dispute his termination and wants to re-litigate his dispute through his Exceptions. Specifically, Complainant excepts to ALJ Fordham’s decision because he claims that PECO never sent him a ten-day termination notice.

The record reflects that PECO sent the Complainant two termination notices. The first notice was sent for \$101.32 on September 9, 2015, to be paid on or before September 23, 2015 to prevent service termination. Tr. 13, 103; Exh 1, 7). At the time the termination notice was

sent, the Complainant had an active payment agreement with PECO on his \$3,861.40 balance. Tr. 59, PECO Exh 1. Subsequently, the Complainant defaulted on his payment agreement on September 14, 2015. Accordingly, the Complainant's entire past due balance under the agreement became due. Tr. 89, 94, 96. PECO sent the Complainant a second termination notice on September 14, 2015 for a past due balance of \$2,937.93, which was the remaining amount due under the defaulted payment agreement. The \$2,937.93 payment was due on or before September 28, 2015 to prevent service termination.

The Complainant claimed at the hearing and claims in his exceptions that he never received the second termination notice, requesting \$2,937.93. PECO's business records reflect that the ten-day termination was sent to the Complainant. See PECO Exhibit 3. The Complainant disputes the fact that PECO did not produce a physical copy of the ten-day termination notice at the hearing. PECO's regulatory assessor testified that the company does not maintain a copy of all termination notices that are sent out to its customers – the sheer volume of paper would be impossible to maintain. However, PECO does keep a record of the date the notice is sent to the customer in the company's Customer Information Management System, a record of which was produced at the hearing.

The record and testimony reflects that the Complainant paid the \$101.32 payment requested in the first termination notice sent on September 9, 2015 on September 22, 2015. See PECO Exhibit 1. However, by the time his \$101.32 payment posted, his payment agreement had defaulted and his entire past due balance was subject to termination – hence the second termination notice issued on September 14, 2015 for \$2,937.93. The Complainant did not pay the \$2,937.93 payment by the September 28, 2015, due date noted on the termination notice to

stop the pending termination. Accordingly, on September 29, 2015 at 4:01 p.m., the Complainant's service was terminated for a past due balance of \$2,700.00. Tr. 65.

The evidence demonstrates that PECO sent the Complainant a termination notice prior to his service termination consistent with the requirements set forth under 66 Pa.C.S. § 1406. Consequently, as ALJ Fordham determined in her Initial Decision, PECO did not violate a Commission regulation or tariff provision as follows:

Based on the evidence in the record, the undersigned concludes that the Respondent sent the Complainant an updated ten-day letter.....There were unpaid charges on the Complainant's account at the time of termination. Accordingly, the Complainant has failed to show that the Respondent terminated his service without notice.

See Samuel Girondo v. PECO, Docket No. C-2015-2511403 (Initial Decision entered June 3, 2016).

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

Respectfully submitted,



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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SAMUEL GIRONDO

COMPLAINANT

v.

PECO ENERGY COMPANY,

RESPONDENT

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Docket No. C-2015-2511403

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).

**Samuel Girondo
120 Rosemary Avenue
Ambler, PA 19082**

Dated at Philadelphia, Pennsylvania, August 1, 2016.



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