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July 31, 2018

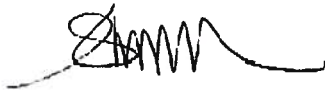
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

RE: Adam Kessler v. PECO Energy Company
PUC Docket No.: C-2017-2630792

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is the *Reply Exceptions of PECO Energy Company*.

Very truly yours,



Shawane Lee
Counsel for PECO Energy Company

cc: Certificate of Service

SL/ab
Enclosure

REPLY EXCEPTIONS OF PECO ENERGY COMPANY

PECO Energy Company (“PECO”) hereby replies to the Exceptions filed by Adam Kessler (“Complainant”) in the above-referenced matter. PECO was served with the Exceptions on July 11, 2018.

On October 15, 2017, Complainant filed a formal complaint against PECO, requesting a payment agreement. PECO filed an Answer to the formal complaint on November 8, 2017, averring that the Complainant had an active Chapter 13 Bankruptcy pending. A hearing was scheduled to take place before Administrative Law Judge Marta Guhl on March 23, 2018. Prior to the hearing, the Complainant contacted PECO Regulatory Assessor, Michael Begley and stated he did not want to proceed to hearing and that he would make payments of \$500 per week to catch up on his bill. Mr. Begley stated that PECO could not process a payment agreement since the Complainant is in active Chapter 13 bankruptcy. All payment agreements must be entered into through the bankruptcy procedures and regulations. The Complainant agreed to withdraw his complaint and catch up his bill with the \$500 payments.

On March 22, 2018, the Complainant sent email correspondence, requesting to withdraw his complaint. See Email Correspondence, attached hereto as Exhibit “1”. On June 11, 2018, Judge Guhl issued an Initial Decision, granting the Complainant’s request to withdraw the complaint. The Complainant now files Exceptions stating that he objects to the withdrawal and alleges that PECO agreed to place him on a payment agreement. PECO requests that the Complainant’s exceptions be dismissed.

The Complainant alleges that PECO agreed to give him a payment agreement; and therefore, he withdrew his complaint based on that promise. This is incorrect. If PECO had offered the Complainant a payment agreement, the company would have filed a Certificate of

Satisfaction and the case would be settled with a payment agreement. In that circumstance, there would be no procedural requirement for the Complainant to withdraw his complaint. PECO did not file a Certificate of Satisfaction because the company is unable to offer the Complainant an agreement as he is in active Chapter 13 bankruptcy. The Complainant's withdrawal of the complaint and now filing exceptions is a tactic to avoid termination for non-payment.

PECO has been required to hold collection activity on the Complainant's balance during this formal complaint process and the Complainant's balance has grown to \$5,087.00. In addition to the \$5,087.00 balance, The Complainant has a \$78,454.30 balance in bankruptcy filed in the Eastern District of Pennsylvania at docket number 13-20623 on December 6, 2013. The Complainant has skillfully avoided termination by filing PUC cases and bankruptcies and now exceptions for withdrawing his complaint and now objecting to the withdrawal.

PUC Commissioner Pamela A. Witmer recently warned PECO about this very issue in the Daniel Vermeychuk v. PECO matter at Docket No. C-2013-2388323 (November 5, 2015). Commissioner Witmer stated that "the Complainant was not only ignoring his obligation to pay his bills but was actively employing various strategies to avoid paying in a timely manner."

Commissioner Witmer pointed out:

...It is critically important to the customers, who are ultimately left footing the bills for such abuses, that our utilities act vigilantly to prevent them, continue to take steps to identify them, and mitigate their effects as quickly as possible. I remind PECO and all of our regulated utilities of this responsibility.

Clearly, here, the Complainant is delaying this matter to avoid paying his electric bill and is using the formal complaint process, bankruptcies and PUC appeals process to prevent paying the bill. Clearly, the public and PECO would be prejudiced by reopening this case once again

and continue to hold collection on a balance is increasing. Accordingly, the Initial Decision properly dismissed the formal complaint in this matter with prejudice.

WHEREFORE, 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,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
Direct Dial: 215.841.6841
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ADAM KESSLER

COMPLAINANT

v.

PECO ENERGY COMPANY,

RESPONDENT

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Docket No. C-2017-2630792

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).

**Adam Kessler
1752 Lafayette Drive
Jamison, PA 18929**

Dated at Philadelphia, Pennsylvania, July 31, 2017



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
Direct Dial: 215.841.6841
Fax: 215.568.3389

EXHIBIT “1”

Lee, Shawane L:(PECO)

From: Lee, Shawane L:(PECO)
Sent: Thursday, March 22, 2018 3:09 PM
To: Guhl, Marta
Subject: Adam Kessler v. PECO - C-2017-2630792

Importance: High

Good afternoon Judge Guhl,

Kindly recall that this matter is scheduled for an in person hearing before Your Honor tomorrow, March 23 at 10:00 AM. I received the email correspondence below from Mr. Kessler who indicates that he wants to withdraw his formal complaint. I spoke to him today and he stated that he does not intend to move forward with the hearing.

PECO has no objection to Mr. Kessler's request to withdraw.

Thank you.

Shawane L. Lee, Esquire
Assistant General Counsel
PECO Energy Company
Legal Department
2301 Market Street, S23-1
Philadelphia, PA 19103
Tel: (215) 841-6841
Fax: (215) 568-3389

 Please consider the environment before printing this e-mail.

From: Adam Kessler [<mailto:akess10042@aol.com>]
Sent: Thursday, March 22, 2018 1:32 PM
To: Lee, Shawane L:(PECO)
Subject: [EXTERNAL] Re: Adam Kessler v. PECO - C-2017-2630792

I Adam Kessler would like to withdraw my compliant

Thank you

-----Original Message-----

From: Lee, Shawane L:(PECO) (PECO) <Shawane.Lee@exeloncorp.com>
To: akess10042 <akess10042@aol.com>
Sent: Thu, Mar 22, 2018 1:17 pm
Subject: Adam Kessler v. PECO - C-2017-2630792

Hello Mr. Kessler,

It was a pleasure speaking to you today. As we discussed, you intend to withdraw your complaint. Kindly send an email stating the same.

Thank you.

Shawane L. Lee, Esquire
Assistant General Counsel
PECO Energy Company
Legal Department
2301 Market Street, S23-1
Philadelphia, PA 19103
Tel: (215) 841-6841
Fax: (215) 568-3389

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