



Direct Dial: 267.533.1830
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January 3, 2024

VIA E-FILING

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

RE: Joseph McGuckin v. PECO Energy Company
Docket No. C-2023-3038855

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Motion to Dismiss of Respondent, PECO Energy Company*.

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 blue ink that reads "Khadijah Scott".

Khadijah Scott, Esquire
Assistant General Counsel, PECO Energy Company

Encl.

Cc: Honorable F. Joseph Brady, ALJ

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOSEPH MCGUCKIN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3038855
	:	
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

**MOTION TO DISMISS OF RESPONDENT,
PECO ENERGY COMPANY**

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code § 5.102(a) respectfully petitions this Honorable Commission to dismiss the instant Complaint for the following reasons:

1. On March 23, 2023, PECO Energy Company (“PECO Energy”) was served with a formal complaint filed by Joseph McGuckin (hereafter “Complainant”) in the above captioned docket. A copy of the Complaint is attached hereto as Exhibit “1”.
2. On March 27, 2023, PECO Energy filed an Answer to the Complainant’s Complaint. A copy of the Answer is attached hereto as “Exhibit 2”.
3. In the Complaint, the Complainant alleged that he received untimely monthly invoices from PECO Energy due to the United States Postal Service. The Complainant further averred that the USPS issue would be moot if PECO Energy provided him with updated login credentials in which to access his online account that he had not been able to access over the past four (4) years. The Complainant requested that PECO Energy reset his

login credentials, not charge him a deposit on his account and credit his payments in a timely fashion. *See* Exhibit “1”.

II. PROCEDURAL HISTORY:

4. On November 21, 2023, a Formal Complaint Hearing was held before the Honorable Administrative Law Judge F. Joseph Brady.

5. During the hearing, the Complainant stated that he was able to electronically access his PECO accounts and that his formal complaint as to that issue was resolved.

6. During the hearing, PECO advised that it was willing to credit the Complainant’s deposit in the amount of \$145.00, in an effort to resolve that formal complaint issue.

7. The Complainant averred that his only remaining issue within his Complaint was whether PECO considered a mailed payment received on the post mark date or the date the payment is physically received.

8. The Formal Complaint Hearing adjourned in order for PECO to provide the Complainant with a timely answer to his inquiry.

9. On November 28, 2023, PECO advised the Complainant that PECO considers mailed payments received upon receipt, not the postmark date.

10. PECO further advised that it does not impose a late payment charge unless payment is received more than 5 days after the due date.

11. The Complainant advised that PECO’s practice is unacceptable and requested that the Formal Complaint hearing be scheduled.

III. LEGAL ARGUMENT

12. 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.

13. 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.

14. 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).

15. 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).

16. Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).

17. As a matter of law, the Complainant must show that PECO Energy is responsible or accountable for the problem described in the Complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990).

18. “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

19. The offense alleged must be a violation of the Public Utility Code, the Commission’s regulations, or an outstanding order of the Commission. *See*, 66 Pa.C.S. §701.

20. The PUC has jurisdiction over the Public Utility Code, the Commission’s regulations, or an outstanding order of the Commission.

21. In this matter, the Complainant has failed to allege a regulation, law or statute that the Respondent has violated in regard to his utility service.

22. In the matter *sub judice*, the Complainant requests that the Public Utility Commission mandate that PECO consider a mailed payment accepted on the post-mark date.

23. The Public Utility Commission has outlined the requirements for acceptance of mailed payments by a Pennsylvania public utility. 52 Pa. Code § 56.271

24. 52 Pa. Code § 56.271. Payment. Provides:

(2) *Date of payment by mail.* For a remittance by mail, **one or** more of the following applies:

(i) Payment shall be deemed to have been made on the date of the postmark.

(ii) The public utility may not impose a late payment charge unless payment is received more than 5 days after the due date.

(3) *Branch offices or authorized payment agents.* The effective date of payment to a branch office or authorized payment agent, **unless payment is made by mail** under paragraph (2), is the date of actual receipt of payment at that location.

(4) *Electronic transmission.* The effective date of a payment electronically transmitted to a public utility is the date of actual receipt of payment.

(5) *Fees.* Fees or charges assessed and collected by the public utility for utilizing a payment option must be included in the public utility’s tariff on file at the Commission.

(6) *Multiple notifications.* When a public utility advises a customer of a balance owed by multiple notices or contacts which contain different due dates, the date on

or before which payment is due shall be the latest due date contained in any of the notices.

52 Pa. Code § 56.271(*emphasis added*)

25. A Pennsylvania Public Utility must comply with receipt of mailed payments by doing one **or** both of the options provided.

26. The law is clear. The regulation does not require that **both** options be administered.

27. In compliance with 52 Pa. Code § 56.271(2), PECO does not impose a late payment charge unless payment is received more than 5 days after the due date.

28. PECO is mandated to follow the Pennsylvania Public Utility Commission's regulations.

29. Although the Complainant does not agree with PECO's choice of practice, PECO has complied with the Public Utility Commission's regulations.

30. Here, there are no genuine issues of fact and PECO Energy is entitled to judgment as a matter of law with respect to the remaining allegation that PECO must consider a mailed payment accepted based on the post-mark date.

31. Accordingly, the Complainant's formal complaint should be dismissed as it fails to set forth a violation by PECO Energy of either the Public Utility Code, the regulations of the PUC or PECO's Electric Service Tariff as required.

REQUEST FOR RELIEF

WHEREFORE, for the reasons set forth above, PECO Energy Company respectfully requests that your Honorable Commission summarily dismiss the Complainant's formal complaint, and all issues which were raised in the Complaint.

Respectfully submitted,



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(267) 533-1830
Khadijah.scott@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOSEPH MCGUCKIN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3038855
	:	
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

VERIFICATION

I, Khadijah Scott, 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: January 3, 2024



Khadijah Scott

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOSEPH MCGUCKIN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3038855
	:	
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I, Khadijah Scott, hereby certify that I have this day served a copy of PECO Energy Company's Motion to Dismiss in the above matter upon all interested parties by *E-mailing* a copy to:

JOSEPH MCGUCKIN
3331 LONGSHORE AVE
PHILADELPHIA PA 19149
E-mail: geoglobal@yahoo.com

Dated: January 3, 2024



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(267) 533-1830
Fax: 215.568.3389
Khadijah.scott@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 MCGUCKIN

Street/P.O. Box 3331 LONGSHORE AVENUE Apt #

City PHILADELPHIA State PA Zip 19149-2026

County PHILADELPHIA

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

(877) 814-2420 (home) () (mobile)

E-mail Address (required): GEOGLOBAL@YAHOO.COM

Utility Account Number (from your bill) 38266-00802

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 SAME

DATE OF DEPOSIT

Street/P.O. Box MAR 02 2023

City State Zip PA Public Utility Commission Secretary's Bureau

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-ENERGY

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

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.

~~XXX~~ Other (explain).

My primary issue is **NON-RECEIPT OF UTILITY BILL INVOICE(S) IN A TIMELY MANNER.**

This issue is "partially" due to inept United States Postal Service (USPS) delivery personnel who do not deliver bills promptly, or to my actual address (including vacant properties), or do not insert my mail through the door slot, or leave mail exposed to the elements (outside of storm door, on the front step).

Over the past decade, I have made numerous (at least eight) on-line complaints to USPS Management/Postmaster at the 19149 Post Office. My concerns and repeated complaints (to the USPS) have "not" resulted in any noticeable improvement of mail service at the subject address location (3331 Longshore Avenue, 19149).

The USPS mail issues would be "moot" related to this PAPUC filing, if PECO-ENERGY provided me with "updated" account website credentials (LOGIN/PASSWORD).

PECO is directly responsible for my **non-receipt of utility invoices** because my on-line PECO Account access remains "blocked" since before 2019.

I have been locked-out of my PECO-ENERGY online Account for almost four (4) calendar years. Otherwise, I would have had access to my electric utility invoices, regardless of USPS mail delivery issues.

PECO customer service personnel contacted via telephone have yet to provide me with access to my (existing) on-line account (for viewing account(s) and making payments and downloading account statements. Numerous and repeated attempts to regain on-line account access for my PECO Account have apparently fallen on deaf ears. Thus, I am forced to file this formal complaint with the PAPUC to seek relief.

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.

DELAYS IN PAYMENTS DIRECTLY DUE TO LACK OF UTILITY INVOICE(S)

My primary request for relief to the PAPUC is to require PECO-ENERGY to provide :

- **PECO-Account website access** to my PECO Account with "updated" internet website credentials :
- An Account LOGIN and a PASSWORD that "functions".

All of my issues with account access, invoice copies, and future timely payments would be "resolved" if PECO-ENERGY provided me with on-line account access to my existing utility account.

ELECTRIC SERVICE INTERRUPTION

Prevent PECO-ENERGY from "SHUTTING OFF MY ELECTRIC SERVICE" without legitimate justification.

Prevent PECO-ENERGY from requiring a DEPOSIT on an account which has been paid up to date on a regular and consistent basis without any bad debts/right-offs since inception in September 1989 (approximately 34-years).

PROMPT PROCESSING OF CUSTOMER PAYMENTS

Require PECO-ENERGY to process and credit my payments in a timely manner (within one or two days of receipt); not the more recent (post COVID-19) delays of eight (8) to ten (10) days to process and credit customer payments.

Note that I "always" make all of my utility payments in person at a USPS post office facility and get each individual item "hand-cancelled" with a date stamp. USPS mail transit times from a 191XX postal zip code to PECO-Energy zip code 19101-0629 does not take seven (7) days.

Prior to COVID-19, PECO-ENERGY payments were very timely and usually credited within one or two days after mailing.

CUSTOMER SERVICE

Require improvements in customer service phone access, specifically significant reductions in "on-hold" times and disconnects/hang-ups.

TECHNICAL SUPPORT

Require PECO-ENERGY to reset my on-line PECO-ENERGY account internet website access credentials (LOGIN/PASSWORD).

Require PECO-ENERGY to significantly reduce on-hold times on Technical Support telephone lines.

Require significant Technical Support assistance by proficient/skilled personnel "WHO CAN/ WILL "RESET" CUSTOMER LOGINS AND PASSWORDS FOR ON-LINE WEBSITE ACCOUNT ACCESS". This is reportedly "not" a current technical support capability.

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.

DATE OF DEPOSIT

MAR 02 2023

**PA Public Utility Commission
Secretary's Bureau**

6. Protection From Abuse (PFA)/ Domestic Violence

Has a court granted you a "Protection From Abuse" order or any other order which provides clear evidence of domestic violence against you 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 or any other 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 (anc-keep pg. 1)
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.

Since February 2019, I have invested more than fifteen (15) hours of my life "attempting" to get PECO customer service/technical support to "reset" my website credentials (LOGIN & PASSWORD) without any tangible results.

In my experience, PECO customer service phone lines have very long (minimum 45- to 55-minute plus hold times) with frequent hang-ups and disconnects [logged on different date(s) and time(s)]. My attempted calls to PECO customer service "exceed" thirteen (13) separate efforts (logged dates/times).

I have been unsuccessful getting website access re-initiated for my PECO on-line account via PECO customer service and/or technical support.

I have stopped trying due to my numerous frustrated efforts. Life is too short to deal with dysfunctional customer service systems. PECO-ENERGY should be mandated to institute a viable (and auditable) customer relations management (CRM) system.

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, (all required contact information). 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 N/A

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address _____

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 M. MCGUCKIN, 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 M. McGuckin

03-01-2023

(Signature of Complainant)

(Date)

N/A

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. **How 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>.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, priority mail, or overnight delivery to this address and retain the tracking information as proof of submission:

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

If you are appealing a BCS decision: follow the directions in the cover letter you received from the Secretary's Bureau with the formal complaint form. **ONLY** Formal complaints appealing a BCS decision can be filed by fax, email or overnight delivery to meet filing deadlines. **All other formal complaints MUST be eFiled or mailed.**

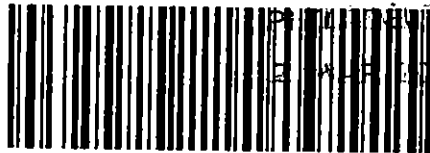
If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

Please know that your complaint form and the utility's answer will not be published to the PUC's website. Once your complaint case moves to the Office of Administrative Law Judge, any filings you make should be marked confidential if you do not want them published to the website.

PO BOX 157
H.V., PA 19006-0157

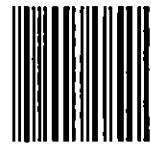
CERTIFIED MAIL



7021 2720 0002 1733 9514



RDC 99



17120

U.S. POSTAGE PAID
FCM LETTER
HUNTINGDON VALLEY
19006
MAR 02 23
AMOUNT

\$8.37

R2304M116069-06

SECRETARY
PA PUC
400 NORTH STREET
HARRISBURG, PA 17120-0211

RECEIVED

MAR 06 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

17120-021199



EXHIBIT 2



Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
 Harrisburg, PA 17105-3265
EFILING - FILING DETAIL

Date Created	Filing Number
3/27/2023	2464505

Your filing has been electronically received. Upon review of the filing for conformity with the Commission's filing requirements, a notice will be issued acknowledging acceptance or rejection (with reason) of the filing. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

The date filed on will be the current day if the filing occurs on a business day before or at 4:30 p.m. (EST). It will be the next business day if the filing occurs after 4:30 p.m. (EST) or on weekends or holidays.

Docket Number: C-2023-3038855
Case Description: Answer to Formal Complaint
Transmission Date: 3/27/2023 1:58 PM
Filed On: 3/27/2023 1:58 PM
eFiling Confirmation Number: 2464505

File Name	Document Type	Upload Date
Answer to Formal Complaint - Joseph McGuckin.pdf	Answer to Formal Complaint	3/27/2023 1:58:35 PM

For filings exceeding 250 pages, the PUC is requiring that filers submit one paper copy to the Secretary's Bureau within three business days of submitting the electronic filing online. Please mail the paper copy along with copy of this confirmation page to Secretary, Pennsylvania Public Utility Commission, 400 North Street, Harrisburg PA 17120 a copy of the filing confirmation page or reference the filing confirmation number on the first page of the paper copy.

No paper submission is necessary for filings under 250 pages.

You can view a record of this filing and previous filings you have submitted to the PUC by using the links in the Filings menu at the top of the page. Filings that have been submitted within the last 30 days can be viewed by using the Recent Filings link. Older filings can be viewed by using the search options available in the Filing History link.



Direct Dial: 215.841.6841
khadijah.scott@exeloncorp.com

March 27, 2023

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

**RE: Joseph McGuckin v. PECO Energy Company
Docket No. C-2023-3038855**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company's Answer to Formal Complaint*.

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 blue ink that reads "Khadijah Scott".

Khadijah Scott, Esquire
Assistant General Counsel
PECO Energy Company

Encl.

Cc: *Not Recommended for Call of the Docket*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOSEPH MCGUCKIN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3038855
	:	
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

ANSWER OF RESPONDENT,
PECO ENERGY COMPANY

On March 23, 2023, PECO Energy Company (‘PECO Energy’) was served with a formal complaint filed by JOSEPH MCGUCKIN (hereafter “Complainant”) in the above captioned docket. Pursuant to 52 Pa. Code §5.61, PECO Energy 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. The Complainant alleges that he has received untimely monthly invoices from PECO Energy due to the United States Postal Service (“USPS”). The Complainant further avers that the USPS issue would be moot if PECO Energy provided him with updated login credentials in which to access his online account that he has not been able to access over the past four (4) years. The Complainant requests that PECO Energy reset his login credentials, not charge him a deposit on his account and credit his payments in a timely fashion.

PECO Energy's records also reveal that the Complainant receives electric and gas services at 3331 Longshore Ave., Philadelphia, PA 19149 under account number 38266-00802. *See*, Account Activity Statement attached hereto as Exhibit "1". The Complainant avers that he receives late billing invoices due to the inadequacies of the USPS. PECO Energy is not affiliated with the USPS and does not have dominion or control over their performance. In addition, PECO Energy's records do not reveal telephone contact from the Complainant regarding lack of access to his online account. If the Complainant can provide PECO Energy with the error message that he is receiving, PECO Energy may be able to trouble shoot his issue more effectively. However, PECO Energy's E-Channels department investigated the matter and was able to impersonate the Complainant's account and gain access without issue. It did not appear locked and they were unable to identify any issue that would prevent the Complainant from accessing the account. The only information that can be provided to access an online account is the information originally created by a customer. The Complainant would need to logon at *www.peco.com*, then follow the prompts to either sign-in by entering credentials, follow the prompts to register for an account or follow the prompts to reset his password.

The Complainant also avers that he should not be charged a deposit on his account. A deposit is assessed on a customer's account due to late payment behavior. The Complainant's account activity statement reflects late payments made after the due date. *See*, Exhibit "1". On November 11, 2022, the Complainant was mailed a deposit warning letter, advising that he was in jeopardy of having a deposit assessed due to poor payment behavior. On February 15, 2023, a deposit in the amount of \$145.00 was assessed on the Complainant's account for late payment

behavior. *See*, Exhibit “1”. Residential deposits are billed in three (3) installments: 50%, 25%, and 25% and are not subject to PUC payment terms.

Pursuant to 66 Pa. C.S. 1404(a):

In addition to the right to collect a deposit under any commission regulation or order, the commission shall not prohibit a public utility, prior to or as a condition of providing utility service, from requiring a cash deposit in an amount that is equal to one-sixth of the applicant's estimated annual bill, at the time the public utility determines a deposit is required.

Additionally, PECO Energy’s Commission approved tariff provides in relevant part:

5.3 GUARANTEE OF PAYMENTS. The Company may charge a security deposit before it will render service to an applicant or before the Company will continue to render service to a customer for whom the Company provides Consolidated EDC Billing or Separate EDC Billing. The Company may charge deposits to applicants and customers if they have bad credit, lack creditworthiness or as otherwise permitted by Commission statutes, rules, regulations, and as required by Federal Bankruptcy Law. The applicant or customer may be required to provide a cash deposit, letter of credit, surety bond, or other guarantee, satisfactory to the Company. The Company will hold the deposit as security for the payment of final bills and in compliance with the Company's Rules and Regulations.
...

5.4 AMOUNT OF DEPOSIT. For residential customers the deposit will be equal to one-sixth of the applicant’s or customer’s estimated annual bill for Company charges, based on applicable rates. A deposit from a residential customer shall conform to the requirements of 66 Pa. C.S. 1404(c) and applicable Pennsylvania Public Utility Commission regulations. ...

5.5 RETURN OF DEPOSIT. Deposits secured from a residential customer shall either be applied with interest to the customer’s account or returned to the customer with interest in accordance with 66 Pa. C.S. §1404(C) and applicable Pennsylvania Public Utility Commission regulations. In cases of discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts. ...

See, PECO Energy Tariff Sections 5.3-5.5, attached hereto as Exhibit "2".

Thus, the Complainant has correctly been assessed a deposit.

5. This paragraph is a request for relief to which no answer is required. To the extent this paragraph contains factual allegations, they are denied for the reasons set forth above. See, Response to Paragraph 4.

6. Admitted.

7. Denied. PECO is without knowledge or information sufficient to form a belief as to the truthfulness of this allegation, therefore, such allegation is deemed denied.

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 whether the Complainant has or has not hired an attorney, 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.

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant Complaint.

Respectfully Submitted,



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(215) 841-6841
Fax: 215.568.3389

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOSEPH MCGUCKIN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3038855
	:	
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

VERIFICATION

I, Khadijah Scott, 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: March 27, 2023

Khadijah Scott

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOSEPH MCGUCKIN	:	
Complainant	:	
	:	
v.	:	DOCKET NO. C-2023-3038855
	:	
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I, Khadijah Scott, hereby certify that I have this day served a copy of PECO Energy Company's Answer in the above matter upon all interested parties *via E-mail* to:

JOSEPH MCGUCKIN
3331 LONGSHORE AVE
PHILADELPHIA PA 19149
E-mail: geoglobal@yahoo.com

Dated: March 27, 2023



Khadijah Scott
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(215) 841-6841
Fax: 215.568.3389
Khadijah.Scott@exeloncorp.com

EXHIBIT 1

DATE	CHARGE TYPE	BILLING PERIOD	READ	METER #	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH
07/05/22	Payment					\$200.00				
07/05/22	ELECTRIC SERVICE	06/03/22 07/05/22	47889	117582772	\$88.31					
07/05/22	Late Payment Charge				\$0.08					
07/05/22	Regular Bill						\$93.73	\$5.42	07/27	513
08/02/22	Late Payment Charge				\$1.40					
08/03/22	ELECTRIC SERVICE	07/05/22 08/03/22	48320	117582772	\$75.88					
08/03/22	Regular Bill						\$171.01	\$95.13	08/25	431
08/24/22	Payment					\$100.00				
08/30/22	Late Payment Charge				\$1.07					
09/01/22	ELECTRIC SERVICE	08/03/22 09/01/22	48740	117582772	\$77.88					
09/01/22	Regular Bill						\$149.96	\$72.08	09/23	420
09/28/22	Late Payment Charge				\$2.24					
10/03/22	ELECTRIC SERVICE	09/01/22 10/03/22	49203	117582772	\$84.76					
10/03/22	Regular Bill						\$236.96	\$152.20	10/25	463
11/01/22	ELECTRIC SERVICE	10/03/22 11/01/22	49578	117582772	\$70.66					
11/01/22	Late Payment Charge				\$3.51					
11/01/22	Regular Bill						\$311.13	\$240.47	11/23	375
11/29/22	Late Payment Charge				\$4.57					
12/02/22	ELECTRIC SERVICE	11/01/22 12/02/22	49956	117582772	\$76.19					
12/02/22	Regular Bill						\$391.89	\$315.70	12/27	378
12/14/22	Payment					\$311.13				
01/04/23	Late Payment Charge				\$1.14					
01/05/23	ELECTRIC SERVICE	12/02/22 01/05/23	50338	117582772	\$76.69					
01/05/23	Regular Bill						\$158.59	\$81.90	01/27	382
02/01/23	Late Payment Charge				\$2.29					
02/03/23	ELECTRIC SERVICE	01/05/23 02/03/23	50669	117582772	\$68.60					
02/03/23	Regular Bill						\$229.48	\$160.88	02/27	331
02/15/23	DEPOSIT				\$72.50					
03/02/23	Payment					\$229.48				
03/06/23	ELECTRIC SERVICE	02/03/23 03/06/23	51021	117582772	\$71.84					
03/06/23	Regular Bill						\$144.34		03/28	352

EXHIBIT 2

RULES AND REGULATIONS (continued)

4.7 UNAUTHORIZED USE. Unauthorized connection to the Company's facilities, and/or the use of service obtained from the Company without authority, or by any false pretense, may be terminated by the Company. The use of service without notifying the Company or the AMSP and enabling them to read its meter will render the user liable for any amount due for service provided to the premises from the time of the last reading of the meter, immediately preceding the customer's occupancy, as shown by the Company's books.

4.8 WITHDRAWAL OF APPLICATION. In the event the customer (or potential customer) withdraws an application for either new or modified service, the customer will reimburse the Company for all reasonable costs incurred by the Company in anticipation of providing the new or modified service.

5. CREDIT

5.1 PAYMENT OBLIGATION. For customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing, the provision of service for any purpose, at any location, is contingent upon payment of all charges provided for in this Tariff (and, for the same class of service (residential or non-residential) under the Company's Gas Service Tariff, if the customer also receives gas service at the same premises) as applicable to the location and the character of service.

The Company may, at its discretion, determine liability for a past due balance by:

- 1) Use of Company records that contain information previously provided to the Company;
- 2) Information contained on a valid mortgage, lease, deed or renter's license;
- 3) Use of commercially available public records databases;
- 4) Government and property ownership records.

5.2 PRIOR DEBTS. Service will not be furnished to former customers until any indebtedness to the Company for previous service of the same or similar classification has been satisfied or a payment arrangement has been made on the debt. This rule does not apply to the disputed portion of disputed bills under investigation. The Company will apply this rule to the disputed portion of disputed bills, if, and only if: (1) the Company has made diligent and reasonable efforts to investigate and resolve the dispute; (2) the result of the investigation is that the Company determines that the customer's claims are unwarranted or invalid; (3) the Commission and/or the Bureau of Consumer Services has decided a formal or informal complaint in the Company's favor and no timely appeal is filed; and (4) the customer nevertheless continues to dispute the same matter in bad faith.

5.3 GUARANTEE OF PAYMENTS. The Company may charge a security deposit before it will render service to an applicant or before the Company will continue to render service to a customer for whom the Company provides Consolidated EDC Billing or Separate EDC Billing. The Company may charge deposits to applicants and customers if they have bad credit, lack creditworthiness or as otherwise permitted by Commission statutes, rules, regulations, and as required by Federal Bankruptcy Law. The applicant or customer may be required to provide a cash deposit, letter of credit, surety bond, or other guarantee, satisfactory to the Company. The Company will hold the deposit as security for the payment of final bills and in compliance with the Company's Rules and Regulations. In addition, the Company may require industrial and commercial customers for which it may provide Consolidated EDC Billing or Separate EDC Billing to post a deposit at any time if the Company determines that the customer is no longer creditworthy or has bad credit or as otherwise permitted by Commission statutes, rules, regulations and as required by Federal Bankruptcy Law. The Company retains the right to charge customers additional deposits based upon continued bad credit or lack of creditworthiness and increased usage.

5.4 AMOUNT OF DEPOSIT. For residential customers the deposit will be equal to one-sixth of the applicant's or customer's estimated annual bill for Company charges, based on applicable rates. A deposit from a residential customer shall conform to the requirements of 66 Pa. C.S. 1404(c) and applicable Pennsylvania Public Utility Commission regulations. For industrial and commercial accounts, the amount of the deposit shall be the Company's projection of the sum of the Company charges in the customer's two highest monthly bills in the 12 months following the deposit. The provisions of 11 U.S.C. §366(b) of the Federal Bankruptcy Code, or any successor statute or provision, shall, if inconsistent, supersede the provisions of this rule.

RULES AND REGULATIONS (continued)

5.5 RETURN OF DEPOSIT. Deposits secured from a residential customer shall either be applied with interest to the customer's account or returned to the customer with interest in accordance with 66 Pa. C.S. §1404(C) and applicable Pennsylvania Public Utility Commission regulations. In cases of discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts. Deposits secured from a residential customer, plus accrued interest, which may be held (C) until a timely payment history is established, are refunded when a ratepayer is not currently delinquent and has made on time and in full payments for service provided by the Company for 12 consecutive months. Deposits secured from a non-residential customer, plus accrued interest, which may be held until a timely payment history is established, are refunded when a ratepayer is not currently delinquent and has made on time and in full payments for service provided by the Company for 24 consecutive months. Any residential or commercial customer having secured the return of the deposit may be required to make another deposit in accordance with Commission statutes, regulations or Federal Bankruptcy Law if the Customer demonstrates bad credit or lacks creditworthiness subsequent to the return of the initial deposit.

5.6 INTEREST ON DEPOSIT. The Company will allow simple interest on cash deposits calculated as follows:

- (A) with respect to residential accounts, interest, will be computed at the simple annual rate determined by the Secretary of Revenue for interest on the underpayment of tax under Section 806 of the Act of April 19, 1929 (P.L. 343, No. 176), known as the Fiscal Code (C)
(B) with respect to commercial and industrial accounts, at the lower of the Interest Index or six percent;

Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

5.7 CREDIT INFORMATION.

CUSTOMERS: In addition to information required otherwise hereunder, customers for whom the Company provides Consolidated EDC Billing or Separate EDC Billing shall be required to provide to the Company with such credit information, as the Company requires. The Company may report to a national credit bureau on credit history associated with past due amounts.

APPLICANTS: The Company's credit and application procedures for applicants are as follows: (1) positive identification of applicant obtained from previous customer record or through one of the major credit reporting bureaus or through in-person identification; (2) determination of liability for a past due balance; (3) determination if a deposit is required based upon applicant's previous account history if available or through third party credit scoring of applicant.

The Company's credit scoring methodology and standards are as follows: The Company uses a commercially recognized credit scoring methodology that is within the range of generally accepted industry practice. The applicant's or customer's utility payment history determines the credit score. The Company uses this customer-specific credit score to either request or waive a security deposit.

5.8 APPLICABILITY TO CUSTOMERS RESIDING AT PLACE OF BUSINESS. For purposes of all of the provisions of this Rule 5, when a customer resides at a place of business or commercial establishment, legitimately served pursuant to a commercial or industrial rate schedule, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Pennsylvania Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to deposits for residential customers.

6. PRIVATE PROPERTY CONSTRUCTION

6.1 COMPANY'S SERVICE LINES. Where the Company has distribution facilities of adequate capacity on the highway or in other trunk line location adjacent to the premises to be served, it will provide, own and maintain standard service-supply lines as follows:

(a) **UNDERGROUND:**

Underground cable construction to a point of delivery approximately 18 inches inside the property line of the customer, except:

- (1) For secondary service to new residences or new apartment buildings, underground cable construction will be extended to a meter location or connection box located at the building or buildings, as designated by the Company and in accordance with Rule 7.3.
(2) The Company will make necessary repairs to customer-owned extensions of secondary service-supply lines for residential customers at no charge. If such customer-owned extension requires replacement, the Company will make the replacement and assume ownership of the service-supply line with the Company bearing the cost up to 200 feet in length and the customer bearing the cost for all additional length.

(b) **AERIAL:**

A single span of aerial open wire or cable construction to the first suitable support of the customer, nominally 100 feet inside the property line of the customer. This customer support shall establish the point of delivery for the customer. The customer's support shall be so located that the service span will be free of obstruction and adequately supported as required by the size and weight of the conductors.

6.2 SERVICE - SUPPLY ALTERATIONS. Changes related to a service-supply line or a meter owned by the Company, including the installation of protective devices or visual markers to denote safe operating distance from the Company's facilities, for the accommodation of the customer, shall be at the expense of the customer. If the alteration to the Company's facilities is temporary in nature and the materials used in that alteration can later be re-used by the Company, as for example the installation of protective "hard cover" to allow a customer, developer, or contractor to work safely in close proximity to the Company's facilities, then at the Company's discretion it may charge a refundable deposit in lieu of charging the customer for the cost of the re-usable materials.

6.3 CUSTOMER'S SERVICE EXTENSION. The customer shall provide, own and maintain the service extension from the Company's service-supply lines to the point of delivery and receiving equipment.

6.4 METERS AND TRANSFORMERS. The Company will provide, own and maintain any meter or meters, and also the transformer or transformers (both potential and current type transformers), required in the supply of service of the current characteristics specified by the Base Rate or rider under which the service is provided, unless the customer receives Advanced Meter Services from an AMSP in that case such AMSP will install, provide, own, and/or maintain the Customer's meter or meters while the Company will continue to own the potential and current type transformers. The supply of transformers by the Company shall be limited to those required for a single standard transformation.

(C) Denotes Change